FULTON COUNTY BOARD OF COMMISSIONERS
SECOND REGULAR MEETING
June 17, 2026
10:00 AM

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

A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA

26-0337 **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.

26-0338 **Board of Commissioners**
Proclamations for Spreading on the Minutes.

Proclamation recognizing “Dr. Elizabeth Marie Johnson Appreciation Day.” **(Arrington)**
June 4, 2026

Proclamation recognizing “Christopher Williams Remembrance Day.” **(Abdur-Rahman)**
June 4, 2026

Proclamation recognizing “Real Inspiration Ministries Appreciation Day.” **(Abdur-Rahman)**
June 7, 2026

Proclamation recognizing “Southwest High School Educators and Staff Appreciation Day.” **(Abdur-Rahman)**
June 10, 2026

Proclamation recognizing “Betty Williams Appreciation Day.” **(Ellis)**
June 30, 2026

Commissioners' District Board Appointments

26-0339 **Board of Commissioners**
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROCESS CITIZEN REVIEW PANEL

The CDBG Allocation Process Citizen Review Panel shall consist of fourteen (14) citizens. Each Commissioner shall appoint two (2) members from his/her district for a two (2) year term, subject to ratification by the Board of Commissioners. Such term shall not extend beyond the term set for the Commissioner who made the appointment. Panel members may be reappointed to serve additional terms.

Term = 2 years

Term below expired: 12/31/2025
Tais Keyser **(Thorne)**

Commissioner Thorne has nominated Elizabeth Stansbury for a District appointment to a term ending December 31, 2027.

26-0340 **Board of Commissioners**
ANIMAL WELFARE HEARING BOARD

The Animal Welfare Hearing Board shall consist of seven (7) members appointed by the Board of Commissioners. Each Commissioner shall appoint one (1) member to serve for two (2) years. Thereafter, all members may be appointed for an additional term of three (3) years and until their successors are appointed.

Term = 2 Years/3 Years

Term below expired: 12/31/2025
Frances Iza Webster **(Thorne)**

Commissioner Thorne nominated Frances Iza Webster for a District reappointment to a term ending December 31, 2028.

26-0341 **Board of Commissioners**
FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT

The Fulton County Citizens Commission on the Environment shall consist of citizens from throughout Fulton County to be appointed by the Members of the Board of Commissioners. There shall be fourteen (14) members to serve on the Commission. In making such appointments, the Fulton County Board of Commissioners shall ensure that the terms of appointment are staggered. Each District Commissioner shall appoint one Commission member to a four (4) year term. Each District Commissioner shall also appoint one Commission member to a two (2) year term to ensure staggered terms. After the expiration of each appointee's initial term, the regular term of office for such an appointee shall be four (4) years. No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Fulton County Citizens Commission on the Environment; however, each member may continue to serve beyond his/her term until replaced. After the expiration of any appointee's initial term, the Commission may recommend to the Fulton County Board of Commissioners a list of eligible persons for consideration as appointees to the Commission. The Appointing member of the Fulton County Board of Commissioners may remove his/her appointee(s) to this Commission at any time and within the sole discretion of that individual of the Fulton County Board of Commissioners.

Term = 4 Years, staggered

Term below expires: 12/31/2027
Lisa R. Ethridge **(Resigned)(Thorne)**

Commissioner Thorne has nominated Derek Wood for a District appointment to an unexpired term ending December 31, 2027.

Open & Responsible Government

26-0342 **Real Estate and Asset Management**
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Toll Southeast LP Company, Inc., owner, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 1000 Lexington Farm Drive, Alpharetta, Georgia 30004.

26-0343 **Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Arkan Bethany, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 3475-95 Bethany Bend, Milton, Georgia 30004.

26-0344 **Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Mayfield Development, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 1580 Mayfield Road, Alpharetta, Georgia 30009.

26-0345 **Real Estate and Asset Management**

Request approval of a Resolution approving a Right of Access License and Use Agreement between Fulton County, Georgia (Licensor) and R2ISE Inc. (Licensee) for R2ISE's use of office and gym space at County-owned property for the provision of non-clinical recovery-support services; authorizing the Chairman to execute the License Agreement and any related documents; authorizing the County Attorney to approve the License Agreement and any related documents as to form and to make modifications thereto prior to execution; and for other purposes.

26-0346 **Real Estate and Asset Management**

Request approval of a Resolution approving the First Amendment to Lease Agreement between Fulton County, Georgia (Landlord), and the Board of Regents of the University System of Georgia (Tenant), to extend the lease term for the purpose of providing library services to the visually impaired at Central Library; authorizing the Chairman to execute the First Amendment and related documents; authorizing the County Attorney to approve the First Amendment and related documents to form and make all necessary modifications thereto prior to execution; and for other purposes.

26-0347 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 86,539 square feet to Fulton County, a political subdivision of the State of Georgia, from TPG AG EHC III (EMP) Multi State 1, LLC, for the purpose of constructing the Fernleaf Project at 1180 Upper Hembree Road, Alpharetta, Georgia 30076.

26-0348 **Real Estate and Asset Management**

Request approval of a Water Easement Dedication of 90,120 square feet to Fulton County, a political subdivision of the State of Georgia, from TPG AG EHC III (EMP) Multi State 1, LLC, for the purpose of constructing the Fernleaf Project at 1180 Upper Hembree Road, Alpharetta, Georgia 30076.

26-0349 **Finance**

Ratification of May 2026 Grants Activity Report.

26-0350 **Purchasing and Contract Compliance**

Request approval to correct Agenda Item 26-0247, approved on May 6, 2026, for 25RFP1512496C-MH, Healthcare Benefit Consulting Services with The Segal Company (Southeast), Inc., d/b/a Segal to correct the not to exceed amount of $275,000.00 to $279,750.00 and to correct the two renewal options to three renewal options as advertised in the solicitation document. Effective upon BOC approval.

26-0351 **Purchasing and Contract Compliance**

Report: Contracts approved by the County Manager for the period May 13, 2026 - June 9, 2026.

Infrastructure and Economic Development

26-0352 **Select Fulton**

Request approval of a recommended proposal - Select Fulton Workforce Development Divisions, 26RFP1572924B-PS, WIOA Youth Services in an amount not to exceed $320,000.00 with In The Door LLC (Atlanta, Georgia) to provide comprehensive career services for Youth for the Fulton County Local Workforce Development Board effective July 1, 2026, through June 30, 2027, with three renewal options. This is 100% grant funded.

26-0353 **Select Fulton**

Request approval of a recommended proposal - Select Fulton - Workforce Development Divisions, 26RFP1572879B-PS, Adult and Dislocated Services in the amount not to exceed $2,000,000.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Equus) (Louisville, KY) to provide data and resources for businesses seeking a skilled workforce; as well as to provide workforce solutions for dislocated workers and qualified unemployed/underemployed adults services to be provided effective July 1, 2026 through June 30, 2027 with three renewal options. This contract is 100% grant funded.

26-0354 **Select Fulton**

Request approval of a recommended proposal - Select Fulton Workforce Development Divisions, 26RFP1572886B-PS WIOA One Stop Operator Services, in the amount not to exceed $112,500.00 with In The Door, LLC (Atlanta, GA) to provide comprehensive one stop operator services for the Fulton County Local Workforce Development Board, services to be provided effective July 1, 2026 through June 30, 2027 with three renewal options. This contract is 100% grant funded.

Justice and Safety

26-0355 **Juvenile Court**

Request approval to renew an existing contract - Juvenile Court, 25RFP1391212A-KM, Family Treatment Court Peer Support Specialist in an amount not to exceed $10,000.00 with Kelly Cox (Atlanta, GA) to provide peer support services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: July 1, 2026, through June 30, 2027. This contract is 100% grant funded. No county funding is required.

26-0356 **Juvenile Court**

Request approval to renew an existing contract, Juvenile Court, 25ITB1391214A-KM, Accountability Courts Drug Screen Confirmation in an amount not to exceed $4,000.00 with Technical Resource Management, LLC dba Cordant Health Solutions, (Indianapolis, IN) to perform drug screens confirmation. This action exercises the first of two renewal options. One renewal option remains. Effective dates July 1, 2026, through June 30, 2027. This contract is 100% grant funded. No county funding is required.

26-0357 **Juvenile Court**

Request approval to renew an existing contract Fulton County Juvenile Court, 25RFP1390851A-ST, Accountability Courts Treatment Modalities with Empowerment Resource Center (Atlanta, GA) in the amount of $25,000.00 to provide Accountability Courts Treatment Modalities. This action exercises the first of two renewal options. One renewal option remains. Effective dates July 1, 2026, through June 30, 2027. This contract is 100% grant funded. No county funding is required.

SECOND REGULAR MEETING AGENDA

26-0358 **Board of Commissioners**

Adoption of the Second Regular Meeting Agenda.

26-0359 **Board of Commissioners**

Ratification of Minutes.

Second Regular Meeting Minutes, May 20, 2026
First Regular Meeting Post Agenda Minutes, June 3, 2026
Special Called Meeting Post Agenda Minutes, June 9, 2026

26-0360 **Board of Commissioners**
Presentation of Proclamations and Certificates.

Proclamation recognizing “Odyssey Atlanta Appreciation Day.” **(Pitts/Abdur-Rahman)**

Proclamation recognizing “The Drake House Appreciation Day.” **(Thorne/Ellis)**

PUBLIC HEARINGS

26-0361 **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 Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting**. In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk’s Office.

COUNTY MANAGER'S ITEMS

Justice and Safety

26-0362 **County Manager**
June 2026 Justice System Update.

Open & Responsible Government

26-0363 **Finance**
Presentation, review, and approval of June 17, 2026, Budget Soundings and Resolution

26-0364 **Registration & Elections**

Request approval of a statewide contract - Registration and Elections, 26TEMP1548386C-MH, SWC# 99999-001-SPD0000136-0006, Temporary Staffing Services - Clerical Light in the total amount not to exceed $8,958,784.66 with Abacus Corporation (Morrow, GA) to provide temporary staffing services for General Election/Nonpartisan Election & Runoff Elections. Effective: July 1, 2026, through December 31, 2026.

26-0365 **Real Estate and Asset Management**

Request approval to increase spending authority - Department of Real Estate and Asset Management, 24RFP103124C-MH, General Landscaping and Lawn Care Services for Countywide Facilities in the total amount not to exceed $374,881.75 with ReIMAGE General Contractors, LLC (Atlanta, GA), to cover the costs for additional on-site landscape/ground maintenance and lawn care services at 16 designated County sites. Effective upon BOC approval.

26-0366 **Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Omnia Partners Public Sector Contract #R190303 Office Supplies, Related Products and Services in the total amount not to exceed $150,000.00 with ODP Business Solutions, formerly Office Depot Business Solutions (Norcross, GA) to provide copy paper and related supplies as needed Countywide for remainder of 2026. Effective July 1, 2026, through December 31, 2026.

26-0367 **Information Technology**

Request approval to utilize cooperative purchasing through the Department of Information Technology (FCIT) statewide contract (SWC 99999-SPDNVPUT-3229-0001) with Presidio Networked Solutions (Norcross, GA) to upgrade and replace internal-facing firewall networking equipment, including associated professional services, for a total cost of $1,775,296.86, inclusive of $1,247,594.04 for Palo Alto equipment and optimization services, and $527,294.74 for Palo Alto extended expertise services (staff augmentation) required following completion of the optimization phase. Effective upon BOC approval.

26-0368 **Information Technology**

Request approval of a statewide contract - Fulton County Information Technology (FCIT), SWC98000-GTA Direct -CONTRACT-4666-ATT, Telecommunication Services in the amount of $3,000,000.00 with AT&T Corporation, (Atlanta, GA) to provide telecommunication services and products countywide. Effective dates: July 1, 2026, though December 31, 2026.

26-0369 **Information Technology**

Request approval of a statewide contract - Fulton County Information Technology (FCIT), SWC98000-GTA-4666-COM, Telecommunication Services in the amount of $500,000.00 with Comcast Corp, (Atlanta, GA) to provide telecommunication services and products Countywide. Effective dates: July 1, 2026, though December 31, 2026.

Health and Human Services

26-0370 **Behavioral Health and Developmental Disabilities**

Request approval to amend an existing contract - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC, Fulton County Behavioral Health Network with Health Connect America (HCA) d/b/a Georgia Hope (Woodstock, GA) in an amount not to exceed $400,000.00, to provide Core Child & Adolescent Outpatient - Oak Hill. This action extends the renewal contract previously approved on December 3, 2025 (Agenda Item #25-0926), through June 30, 2026, for an additional six months, based on the corrective action plan. Effective upon BOC approval through December 31, 2026.

COMMISSIONERS' ACTION ITEMS

26-0329 **Board of Commissioners**

Request approval of a Resolution to approve a grant from funds previously set aside to aid in the restoration and preservation of the George Towns and Grace Towns Hamilton Homes, two historic properties associated with Civil Rights History of Atlanta, and for other purposes. **(Barrett) (HELD ON 6/3/26)**

26-0330 **Board of Commissioners**

Request approval of a Resolution to support affordable housing in Downtown Atlanta by approving a grant from funds previously set aside to convert 66 existing market-rate units in a multifamily development into affordable housing, and for other purposes. **(Barrett) (HELD ON 6/3/26)**

26-0331 **Board of Commissioners**

Request approval of a Resolution to support affordable housing in the English Avenue neighborhood by approving a grant from funds previously set aside to aid in the construction of a 20-unit affordable multifamily development, and for other purposes. **(Barrett) (HELD ON 6/3/26)**

26-0371 **Board of Commissioners**

Request approval of a Resolution to approve a grant from funds previously set aside for site preparation work necessary for the construction of the Andrew Young international institute for peace and reconciliation in the vine city neighborhood, and for other purposes. **(Barrett)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Health and Human Services

26-0372 **Public Works**
Presentation: Advanced Metering Infrastructure (AMI) Implementation Update

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

26-0373 **Board of Commissioners**
Discussion: Update - Implementation of five-point plan **(Pitts)**

EXECUTIVE SESSION

26-0374 **Board of Commissioners**
Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

ADJOURNMENT

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0338 **Meeting Date:** 6/17/2026

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

Proclamation recognizing “Dr. Elizabeth Marie Johnson Appreciation Day.” **(Arrington)**
June 4, 2026

Proclamation recognizing “Christorpher Williams Remembrance Day.” **(Abdur-Rahman)**
June 4, 2026

Proclamation recognizing “Real Inspiration Ministries Appreciation Day.” **(Abdur-Rahman**
June 7, 2026

Proclamation recognizing “Southwest High School Educators and Staff Appreciation Day.”
(Abdur-Rahman
June 10, 2026

Proclamation recognizing “Betty Williams Appreciation Day.” **(Ellis)**
June 30, 2026

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0342 **Meeting Date:** 6/17/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Toll Southeast LP Company, Inc., owner, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 1000 Lexington Farm Drive, Alpharetta, Georgia 30004.

Requirement for Board Action
Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background:

Scope of Work: Toll Southeast LP Company, Inc., the owner of the real property located at 1000

Lexington Farm Drive, Alpharetta, Georgia 30004, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing sewer line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within an existing Fulton County sewer easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 69643, Page 10.

At the request of Toll Southeast LP Company, Inc., the Department of Public Works completed an on-site assessment of the area, which is approximately 397 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner conditional approval to install stormwater improvements within the County's sewer line easement area.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference Deed/Plat Book 66850 , Page 303
Deed Book 69643 , Page 10

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between Toll Southeast LP Company, Inc. as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 1000 Lexington Farm Drive, Alpharetta, GA 30004 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 66850, Page 303 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 69643 Page 10 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the Private Improvements").

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in

part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6Th. Floor
Atlanta, GA. 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

OWNER: Toll Southeast LP Company, Inc
1140 Virginia Drive
Fort Washington, PA 19034

Re: 2nd District 2nd Section, Land Lot(s) 1248 & 1249

Parcel Number: 22 466012490253 & 22 450012480506

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

Signatures:

OWNER Toll Southeast LP Company, Inc

Signed sealed and delivered in the presence of

Jacob Pontius - JACOB PONTIUS
Unofficial Witness

Notary Public
My Commission Expires: 12/19/26

(Notary Seal)

(Notary Stamp)

LISA MIRANDA
NOTARY PUBLIC
COBB COUNTY, GA
MY COMMISSION EXPIRES
DECEMBER 19 2026

Signature (Authorized Party to Bind Owner Entity)

J.R. CROWE - VICE PRESIDENT
Signatory's Name and Title (printed)

Owner's Address:

1140 Virginia Drive,

Fort Washington, PA 19034

Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

By:
Chairman, Board of Commissioners

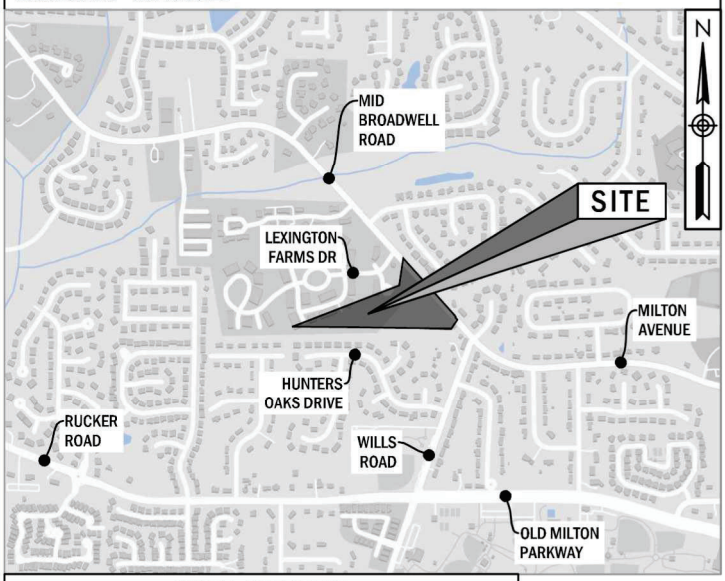
APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

LOCATION MAP - NOT TO SCALE



ENCROACHMENT TABLE	
WATER PIPE -	108 LF
18"RCP STORM PIPE -	289 LF
24"RCP STORM PIPE -	54 LF
36"RCP STORM PIPE -	27 LF
48"RCP STORM PIPE -	27 LF
TOTAL STORM PIPE -	397 LF
DROP INLETS -	1
HOODED CATCH BASINS -	4

SITE DATA

ADDRESS:	MID BROADWELL ROAD ALPHARETTA, GA 30005
TAX PARCEL ID:	22 466012490253 & 22 450012480506
ALPHARETTA LDP #:	D230012
FINAL PLAT CASE #:	FP250002

SEWER EASEMENT AREA NOTE

SANITARY SEWER EASEMENT HAS A TOTAL OF 52,704.6 SQUARE FEET (1.21 ACRES)

OWNER / DEVELOPER

TOLL SOUTHEAST LP COMPANY, INC
4080 MCGINNIS FERRY ROAD
ALPHARETTA, GA 30005
PHONE: 678.699.1403
CONTACT: J.R. CROWE
EMAIL: JCROWE1@TOLLBROTHERS.COM

CONTRACTOR

A.L. GRADING CONTRACTORS
110 PEACHTREE INDUSTRIAL BLVD
SUGAR HILL, GA 30518
PHONE: 770.945.5059
CONTACTS: BLAKE WOOD / DAVID ARMENTA
EMAILS: BLAKE@ALGC.NET / DAVID@ALGC.NET

ENGINEER

KIMLEY HORN AND ASSOCIATES, INC
1200 PEACHTREE STREET NE, SUITE 800
ATLANTA, GA 30309
PHONE: 404.419.8700
CONTACT: BENJAMIN W. SKIDMORE
EMAIL: BEN.SKIDMORE@KIMLEY-HORN.COM

SURVEYOR

PAPE-DAWSON GEORGIA, LLC
NORTHWINDS III
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DENVER YOUNGBLOOD
EMAIL: DENVER.YOUNGBLOOD@PAPE-DAWSON.COM

CURVE TABLE				
CURVE	BEARING	RADIUS	ARC	CHORD
C1	N 24°24'22"E	113.50'	92.77'	90.21'
C2	S 69°24'22"W	113.50'	85.52'	83.51'
C3	N 24°24'22"E	86.50'	70.70'	68.75'
C4	S 69°24'22"W	86.50'	65.18'	63.64'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 31°59'34"W	31.08'
L2	N 00°59'30"E	27.00'
L3	N 10°48'02"W	33.57'
L4	N 11°23'57"E	26.47'
L5	N 10°48'02"W	65.78'
L6	N 00°23'05"E	114.02'
L7	N 68°51'07"E	21.50'
L8	S 00°23'05"W	119.95'
L9	S 10°48'02"E	63.82'
L10	S 33°00'01"E	26.47'
L11	S 10°48'02"E	41.92'
L12	N 00°59'30"E	76.70'
L13	N 42°10'45"W	136.50'
L14	N 47°49'15"E	20.00'
L15	S 42°10'45"E	102.83'
L16	S 42°10'45"E	91.33'
L17	S 47°49'15"W	20.00'
L18	S 89°00'30"E	27.00'
L19	N 00°59'30"E	76.70'
L20	S 89°00'30"E	40.86'

PAPE-DAWSON GEORGIA, LLC
CERTIFICATE OF AUTHORIZATION # LSF000953

GEORGIA REGISTERED No. 3620 10-22-25 LAND SURVEYOR JAMES T. DOTSON

SHEET 1 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 I ALPHARETTA, GA 30009 I 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	AS SHOWN

SANITARY SEWER EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA

LEGAL DESCRIPTION - EMBERLY SUBDIVISION - SANITARY SEWER EASEMENT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1248 AND 1249 OF THE 2ND LAND DISTRICT, 2ND SECTION OF FULTON COUNTY, THE CITY OF ALPHARETTA, GEORGIA, CONTAINING 1.21 ACRES (52,704.6 SF) AND BEING MORE PARTICULARLY DESCRIBED AS A "SANITARY SEWER EASEMENT" ON A SANITARY SEWER EASEMENT EXHIBIT FOR EMBERLY SUBDIVISION, PREPARED FOR TOLL SOUTHEAST LP COMPANY, INC AND FULTON COUNTY, PREPARED BY PAPE-DAWSON GEORGIA, LLC, DATED 10-22-2025, WHICH READS AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1248, 1249, 1272, AND 1273; THENCE NORTH 31°59'34" WEST ALONG A TIE LINE A DISTANCE OF 31.08' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT SAID POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 27.00' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 210.16' TO A POINT; THENCE NORTH 10°48'02" WEST A DISTANCE OF 33.57' TO A POINT; THENCE NORTH 11°23'57" EAST A DISTANCE OF 26.47' TO A POINT; THENCE NORTH 10°48'02" WEST A DISTANCE OF 65.78' TO A POINT; THENCE NORTH 00°23'05" EAST A DISTANCE OF 114.02' TO A POINT LOCATED ON THE SOUTHERN EDGE OF AN EXISTING 20' SANITARY SEWER EASEMENT; THENCE ALONG THE SOUTHERN EDGE OF THE EXISTING EASEMENT NORTH 68°51'07" EAST A DISTANCE OF 21.50' TO A POINT; THENCE LEAVING THE SOUTHERN EDGE OF THE EXISTING EASEMENT SOUTH 00°23'05" WEST A DISTANCE OF 119.95' TO A POINT; THENCE SOUTH 10°48'02" EAST A DISTANCE OF 63.82' TO A POINT; THENCE SOUTH 33°00'01" EAST A DISTANCE OF 26.47' TO A POINT; THENCE SOUTH 10°48'02" EAST A DISTANCE OF 41.92' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 251.76' TO A POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 76.70' TO A POINT; THENCE NORTH 24°24'22" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=92.77', RADIUS=113.50') WHICH SUBTENDS A CHORD DISTANCE OF 90.21' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 225.50' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 136.50' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 102.83' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 91.33' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 368.61' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 20.00' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 148.28' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 156.81' TO A POINT; THENCE SOUTH 69°24'22" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=85.52', RADIUS=113.50') WHICH SUBTENDS A CHORD DISTANCE OF 83.51' TO A POINT; THENCE NORTH 89°00'30" WEST A DISTANCE OF 701.27' TO A POINT, WHICH IS THE POINT OF BEGINNING. SAID TRACT OR PARCEL HAVING AN AREA OF 2.639 ACRES (114,969.41 SF)

LESS AND EXCEPT THE FOLLOWING AREA CONTAINING 1.429 ACRES (62,264.83 SF)

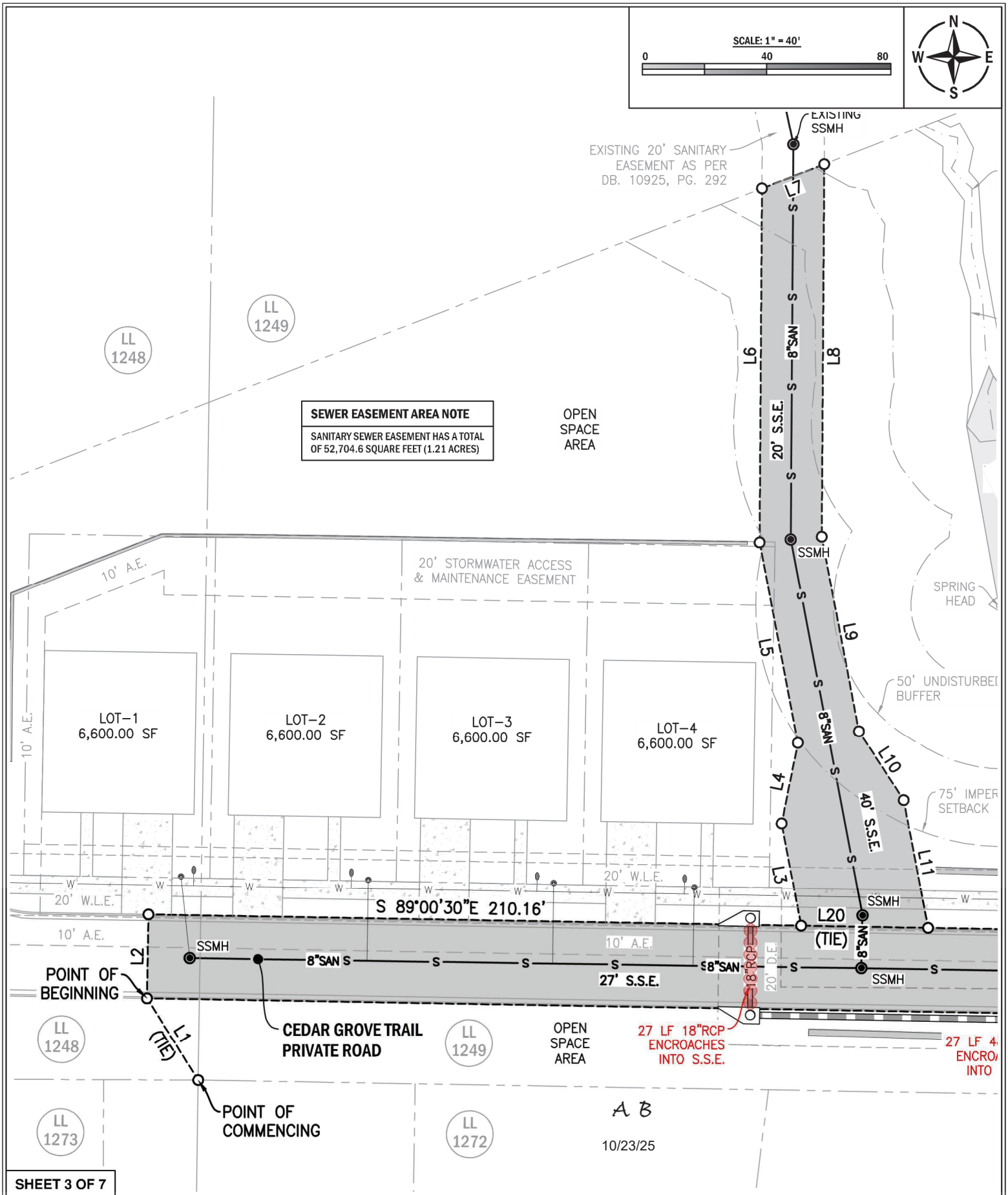
COMMENCING AT A POINT LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1248, 1249, 1272, AND 1273; THENCE NORTH 31°59'34" WEST ALONG A TIE LINE A DISTANCE OF 31.08' TO A POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 27.00' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 210.16' TO A POINT; THENCE SOUTH 89°00'30" EAST ALONG A TIE LINE A DISTANCE OF 40.86' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 251.76' TO A POINT; THENCE SOUTH 89°00'30" EAST ALONG A TIE LINE A DISTANCE OF 27.00' TO A POINT, WHICH IS THE POINT OF BEGINNING.BEGINNING AT SAID POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 76.70' TO A POINT; THENCE NORTH 24°24'22" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=70.70', RADIUS=86.50') WHICH SUBTENDS A CHORD DISTANCE OF 68.75' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 225.50' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 224.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 156.81' TO A POINT; THENCE SOUTH 69°24'22" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=65.18', RADIUS=86.50') WHICH SUBTENDS A CHORD DISTANCE OF 63.64' TO A POINT; THENCE NORTH 89°00'30" WEST A DISTANCE OF 171.49' TO A POINT, WHICH IS THE POINT OF BEGINNING.

SAID EASEMENT IS LOCATED ENTIRELY WITHIN FULTON COUNTY TAX PARCEL ID NUMBERS 22 466012490253 & 22 450012480506

PAPE-DAWSON
2500 NORTHWINDS PKWY, STE 360 I ALPHARETTA, GA 30009 I 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	AS SHOWN

SANITARY SEWER EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA



SHEET 3 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

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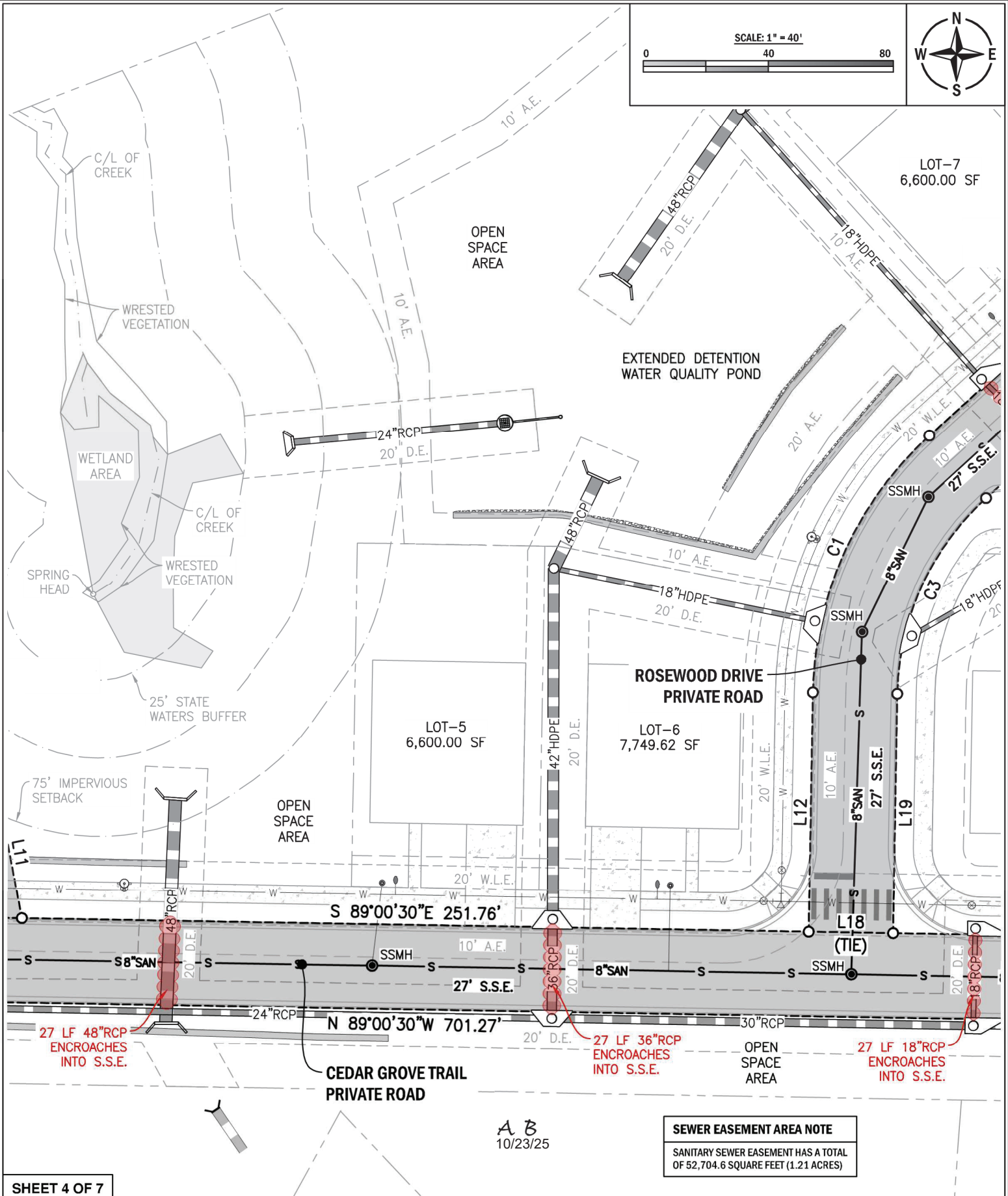
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY

LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION

CITY OF ALPHARETTA, FULTON COUNTY, GA



SEWER EASEMENT AREA NOTE

SANITARY SEWER EASEMENT HAS A TOTAL OF 52,704.6 SQUARE FEET (1.21 ACRES)

SHEET 4 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 I ALPHARETTA, GA 30009 I 404.693.1618

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TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY

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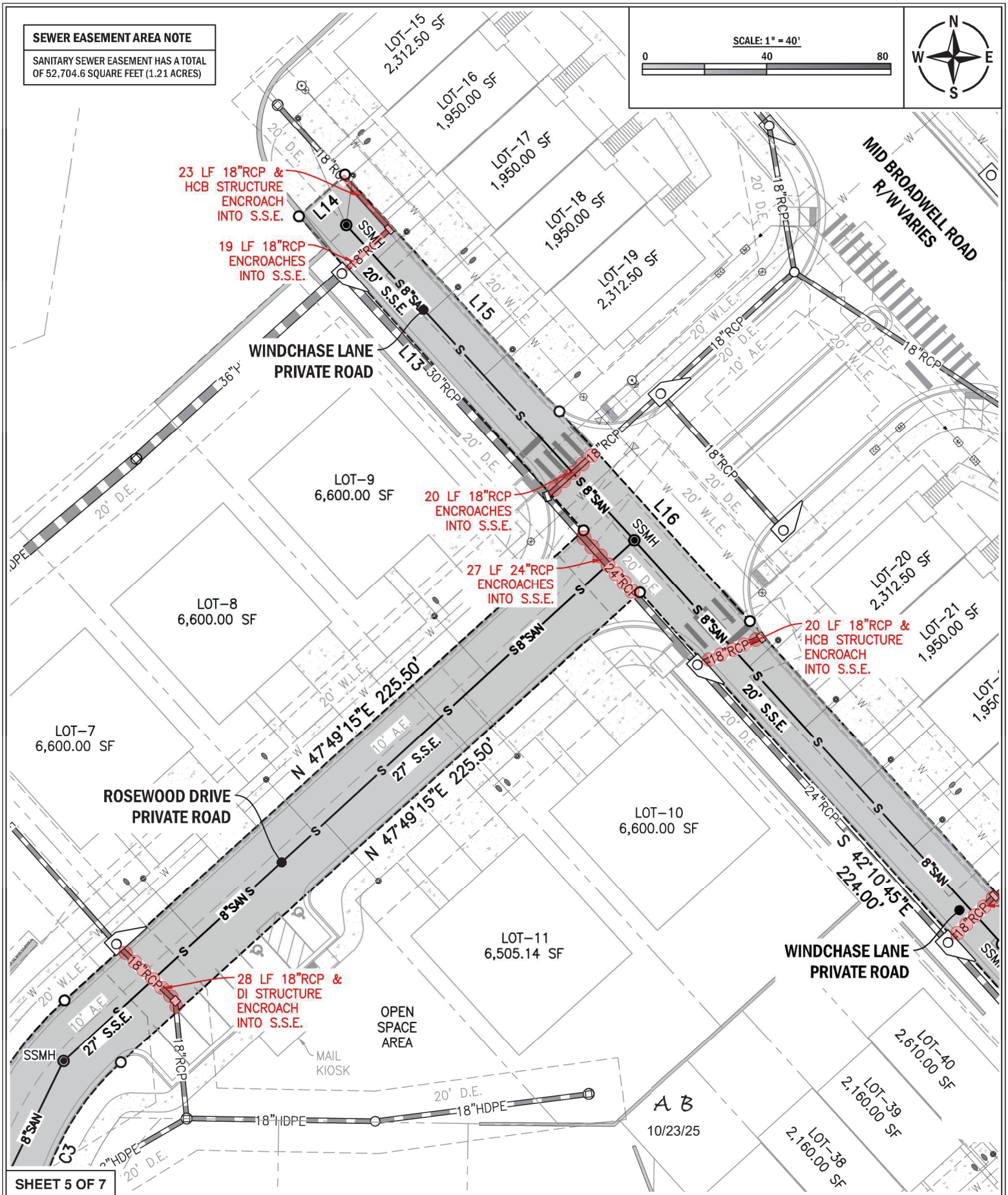
CITY OF ALPHARETTA, FULTON COUNTY, GA



SHEET 5 OF 7

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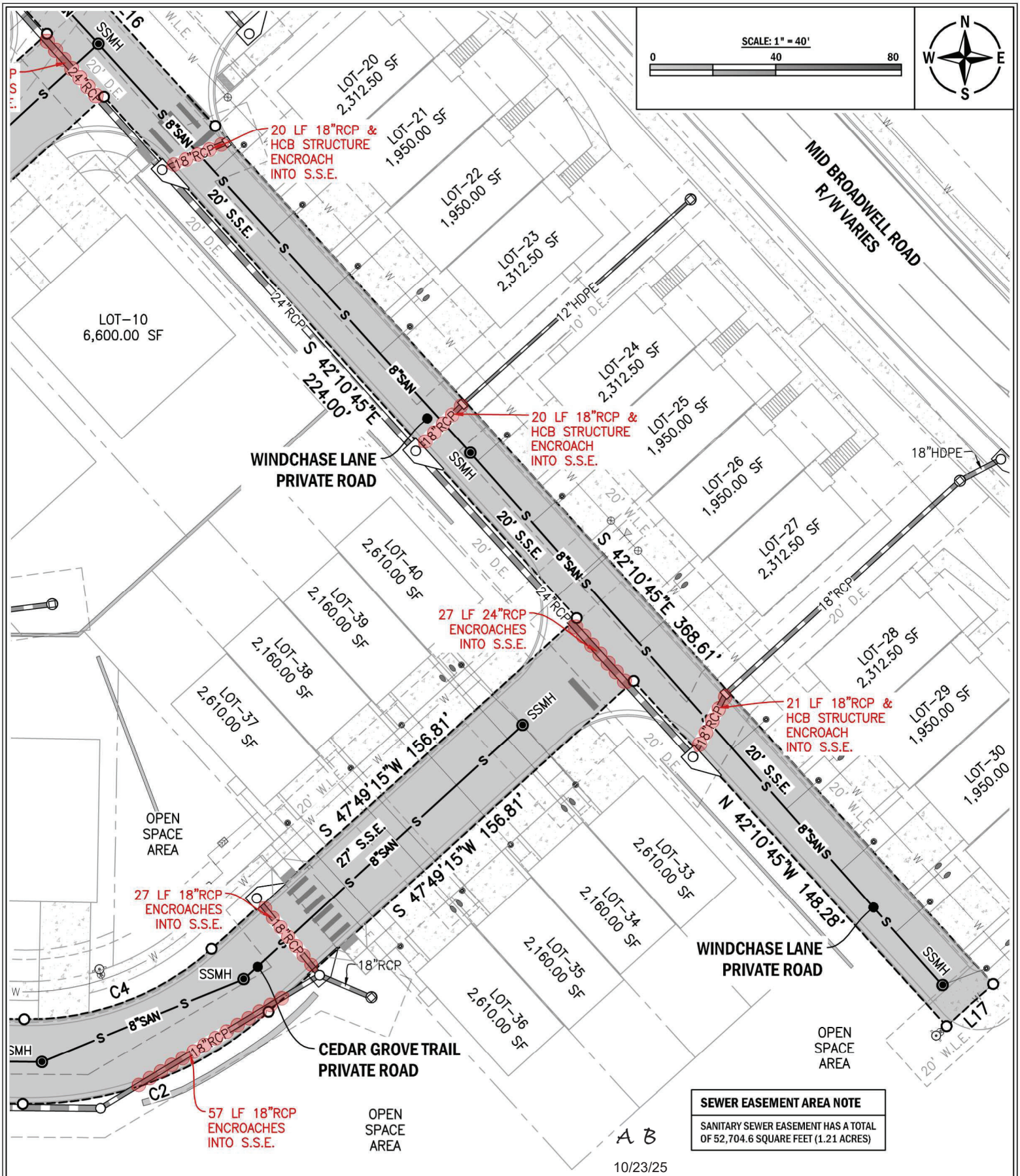
CITY OF ALPHARETTA, FULTON COUNTY, GA



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A B

10/23/25

SHEET 6 OF 7

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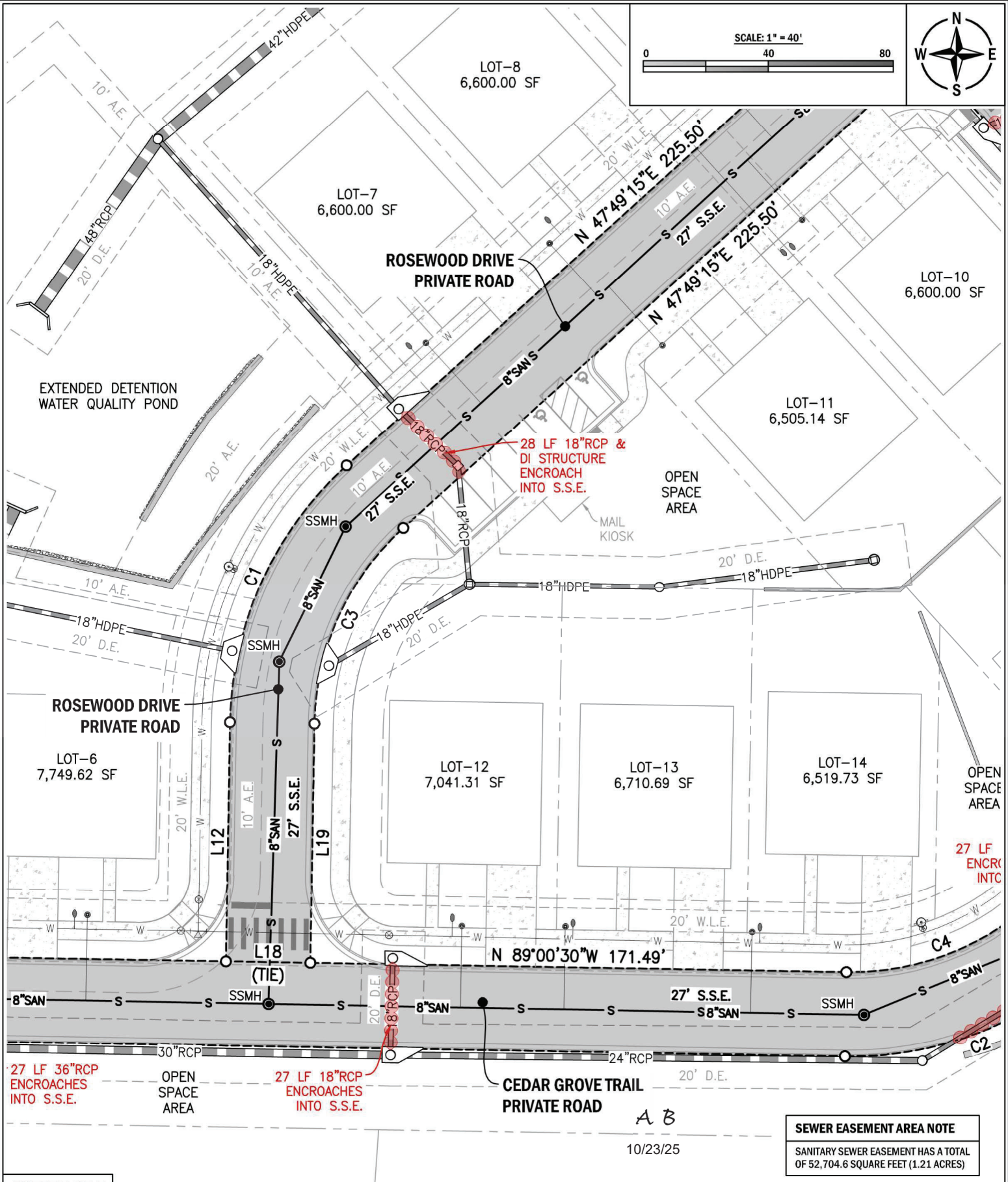
CITY OF ALPHARETTA, FULTON COUNTY, GA



A B

10/23/25

SEWER EASEMENT AREA NOTE

SANITARY SEWER EASEMENT HAS A TOTAL OF 52,704.6 SQUARE FEET (1.21 ACRES)

SHEET 7 OF 7

PAPE–DAWSON

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TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY

LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION

CITY OF ALPHARETTA, FULTON COUNTY, GA

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0343 **Meeting Date:** 6/17/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Arkan Bethany, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 3475-95 Bethany Bend, Milton, Georgia 30004.

Requirement for Board Action
Fulton County is authorized to grant an encroachment on its water line easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: Arkan Bethany, LLC, the owner of the real property located at 3475-95 Bethany

Bend, Milton, Georgia 30004, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within an existing Fulton County water line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced and recorded in Deed Book 69819, Page 92.

At the request of Arkan Bethany, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 152 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County's water line easement area.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to accept the terms in the Indemnification Agreement and recommends its approval.

Project Implications: Approval of this Agreement will not impact water services or Fulton County's access to the onsite water service line for necessary maintenance.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

DB: 67839 PG: 112
DB: 67839 PG: 116
DB: 67839 PG: 120

Cross Reference

Plat Book _____, Page _____
Deed Book 69819, Page 92

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 18th day of February, 2026, between Arkan Bethany, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

69819 92

Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book ___ page ___ of Fulton County, Georgia records, as more fully described in Exhibit "A" which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same is more fully described in Exhibit "A".

2.

With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

3.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

4.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

5.

Owner shall perform all work on the Private Improvements in a good and workmanlike manner and in compliance with all applicable governmental, laws, ordinances, and regulations.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public

improvements when needed to protect the health, safety and general welfare of the public.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

This License and Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (I) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6th Floor
Atlanta, GA. 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

OWNER: Arkan Bethany, LLC
3275 North Point Parkway, STE201
Alpharetta, GA 30005

Re: 2nd District 1st Section, Land Lot(s) 972

Parcel Number: 21 547009720497, 21 547009720463, 21 547009720547

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

Signatures:

OWNER Arkan Bethany, LLC

Signed sealed and delivered in the presence of

Unofficial Witness

Signature (Authorized Party to Bind Owner Entity)

Notary Public
My Commission Expires: 07/21/2029

Ihssan Hashem, CEO
Signatory's Name and Title (printed)

Owner's Address:

3275 North Point Parkway, Suite 201

Alpharetta, GA 30005

(Notary Seal)

(Notary Stamp)

SUMA VALLURI NOTARY PUBLIC FULTON COUNTY, GA Exp. July 21, 2029

[Signatures continued on next page.]

Signed, sealed and delivered this ____day of _____, 20__ in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

_____
Witness

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

_____
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

_____
Y. Soo Jo, County Attorney

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

EXHIBIT "A

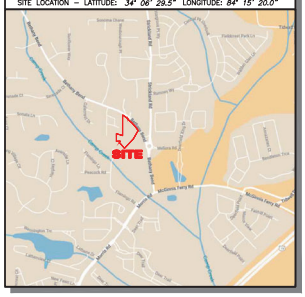
Elara At Bethany

CITY OF MILTON, FULTON COUNTY GEORGIA
LAND LOTS 972, 2ND DISTRICT, 1ST SECTION
PARENT TRACT PARCEL NUMBER: 21 547009720497,
21 547009720463, 21 547009720547

(CLERK OF COURT RECORDING INFORMATION)

VICINITY MAP

SITE LOCATION – LATITUDE: 34° 06' 29.5" LONGITUDE: 84° 15' 20.0"



GENERAL NOTES

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

REVISIONS LISTED ON THIS SURVEY APPLY ONLY TO THE SPECIFIC CHANGES REFERENCED, AND DO NOT CONSTITUTE AN UPDATE OF OTHER DATA ON THIS SURVEY. THE "SURVEY DATE" SHOWN HEREON IS THE APPLICABLE DATE AS RELATED TO PROVISIONS OF STATUTES OF LIMITATION UNLESS SPECIFICALLY NOTED OTHERWISE.

THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST OR PUBLIC RECORD BUT NOT BE SHOWN HEREON.

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA, THE MAP NUMBER FOR THIS AREA IS 13121C0057G, AND THE DATE OF SAID MAP IS JUNE 19, 2020. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THIS SITE ON SAID FIRM MAPS UNLESS OTHERWISE NOTED.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS, AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983(2011)–STATE PLANE COORDINATE SYSTEM OF GEORGIA–WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

THE CITY OF MILTON DOES NOT ENFORCE RESTRICTIVE COVENANTS.

PROPERTY CORNERS ARE 5/8-INCH REBAR WITH A PLASTIC CAP SET UNLESS OTHERWISE NOTED.

THIS SITE DOES NOT CONTAIN ANY STATE WATERS OR WETLANDS

CITY OF MILTON AND FULTON COUNTY PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS.

CITY OF MILTON AND FULTON COUNTY PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS.

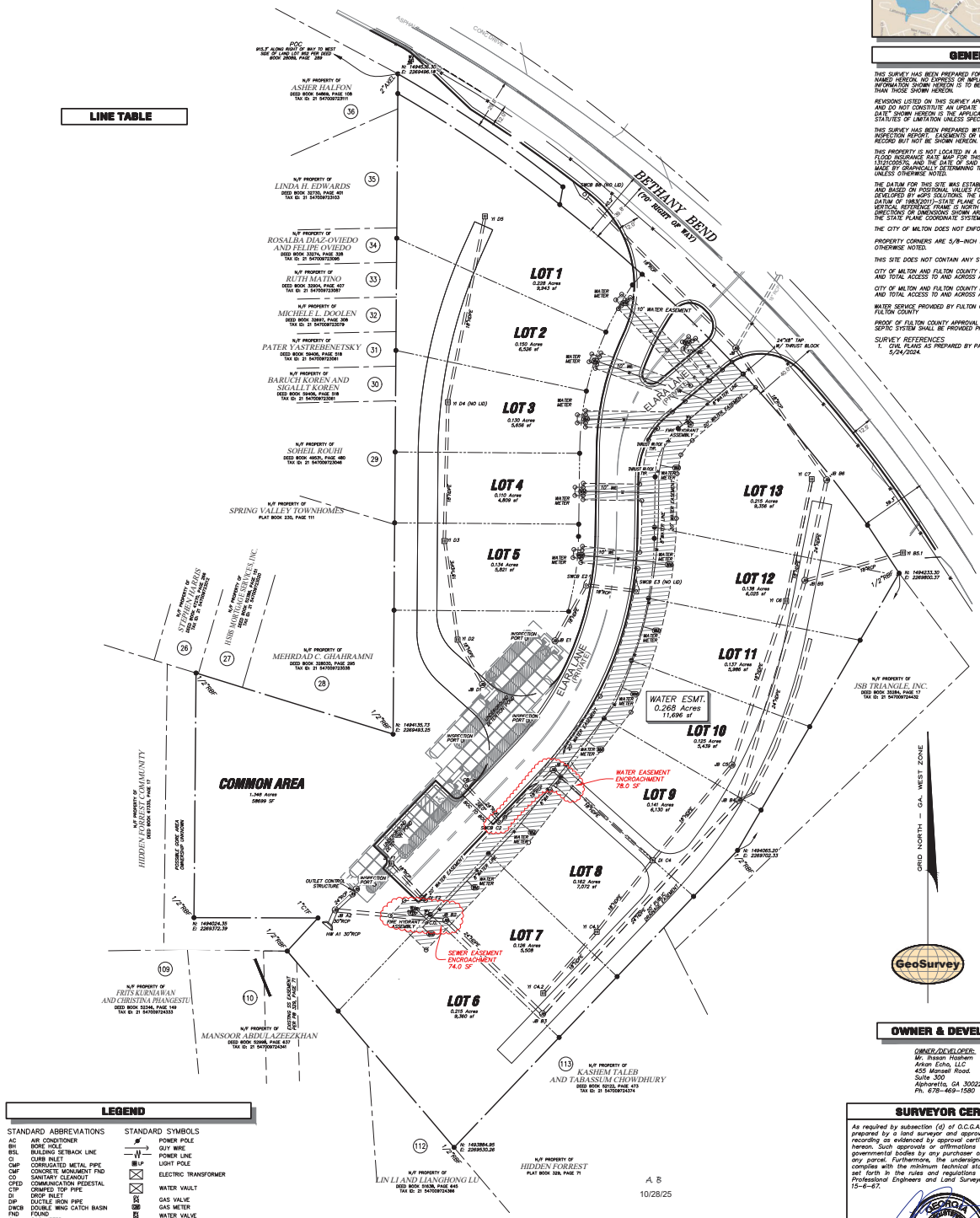
WATER SERVICE PROVIDED BY FULTON COUNTY AND WASTE WATER SERVICE PROVIDED BY FULTON COUNTY

PROOF OF FULTON COUNTY APPROVAL FOR WATER CONNECTION, SEWER CONNECTION OR SEPTIC SYSTEM SHALL BE PROVIDED PRIOR TO ISSUANCE OF A BUILDING PERMIT

SURVEY REFERENCES:
1. CIVIL PLANS AS PREPARED BY PARADIGM ENGINEERING SERVICES INC. DATED 5/24/2024.

LINE TABLE

CURVE TABLE



OWNER & DEVELOPER

OWNER/DEVELOPER:
Mr. Ihsaan Hashem
Arkan Echo, LLC
455 Mansell Road.
Suite 300
Alpharetta, GA 30022
Ph. 678-469-1580

LEGEND

STANDARD ABBREVIATIONS

AC	AIR CONDITIONER
BH	BORE HOLE
BSL	BUILDING SETBACK LINE
CI	CURB INLET
CMP	CORRUGATED METAL PIPE
CMF	CONCRETE MONUMENT FND
CO	SANITARY CLEANOUT
CPED	COMMUNICATION PEDESTAL
CTP	CRIMPED TOP PIPE
DI	DROP INLET
DIP	DUCTILE IRON PIPE
DWCB	DOUBLE WING CATCH BASIN
FND	FOUND
GM	GAS METER
INV	INVERT
JB	JUNCTION BOX
MH	MANHOLE
NF	NAIL FOUND
NS	NAIL SET
OCS	OUTLET CONTROL STRUCTURE
OTP	OPEN TOP PIPE
PBX	POWER BOX
PM	POWER METER
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
RCP	REINFORCED CONCRETE PIPE
RBR	IRON REINFORCING BAR
RBS	5/8"RBR SET CAPPED LSF 621
SS	SANITARY SEWER
SWCB	SINGLE WING CATCH BASIN
TRANS	ELECTRIC TRANSFORMER

STANDARD SYMBOLS

	POWER POLE
	GUY WIRE
	POWER LINE
	LIGHT POLE
	ELECTRIC TRANSFORMER
	WATER VAULT
	GAS VALVE
	GAS METER
	WATER VALVE
	WATER METER
	FIRE HYDRANT
E	UNDERGROUND ELECTRIC LINE
G	UNDERGROUND GAS LINE
CM	UNDERGROUND COMMUNICATION LINE
W	UNDERGROUND WATER LINE
1	PHOTO POSITION INDICATOR
XX	REGULAR PARKING SPACE COUNT
	HANDICAP PARKING SPACE
	TREE POSITION INDICATOR
	SIGN

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 58,234', AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE "S" SERIES TOTAL STATION AND TRIMBLE TSC SERIES DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN N/A FEET. GAL. INT.

IF YOU DIG

811
Know what's below.
Call before you dig.
Dial 811
Or Call 800-282-7411

GRAPHIC SCALE

0 15 30 75 150
1"= 30'

SURVEYOR CERTIFICATION (GA)

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.

GEORGIA REGISTERED No. 3043 PROFESSIONAL LAND SURVEYOR CRAIG JENNINGS

Craig A. Jennings
Georgia Registered
Land Surveyor # 3043

A, B
10/28/25

GeoSurvey
Professional Land Surveying Services
1660 Barnes Mill Road
Marietta, Georgia 30062
Phone: (770) 795-9900
Fax: (770) 795-8880
www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621

WATER INDEMNITY EXHIBIT OF

ELARA AT BETHANY

FOR

Arkan Homes

GS JOB NO:	20247986-3	DRAWING SCALE:	1"= 30'
FIELD WORK:	MJ	CITY:	MILTON
PROJ MGR:	CAJ	COUNTY:	FULTON
REVIEWED:		STATE:	GA
DWG FILE:	20247986-3.dwg	LAND LOT:	972
		DISTRICT:	2nd
		SECTION:	1st
SURVEY DATE:	April-1-2025		

REVISIONS (SEE GENERAL NOTES)

No.	Date	Description

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0344 **Meeting Date:** 6/17/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Mayfield Development, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 1580 Mayfield Road, Alpharetta, Georgia 30009.

Requirement for Board Action
Fulton County is authorized to grant an encroachment on its water line easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: Mayfield Development, LLC, the owner of the real property located at 1580 Mayfield Road, Alpharetta, Georgia 30009, has requested the conditional approval of the Fulton County Board

of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

In accordance with County Policy and the Statute of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within an existing Fulton County water line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced and recorded in Deed Book 69917, Page 12.

At the request of Mayfield Development LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 3,141 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County's water line easement area.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to accept the terms in the Indemnification Agreement and recommends its approval.

Project Implications: Approval of this Agreement will not impact water services or Fulton County's access to the onsite water service line for necessary maintenance.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference

Plat Book 67864, Page 284
Deed Book 69917, Page 12

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ___ day of _____, 2026, between Mayfield Development LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book 69917 page 12 of Fulton County, Georgia records, as more fully described in Exhibit "A" which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same is more fully described in Exhibit "A".

2.

With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

3.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

4.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

5.

Owner shall perform all work on the Private Improvements in a good and workmanlike manner and in compliance with all applicable governmental, laws, ordinances, and regulations.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public

improvements when needed to protect the health, safety and general welfare of the public.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

This License and Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (I) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6th Floor
Atlanta, GA. 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

OWNER: Mayfield Development LLC
1740 Grassland Parkway – Unit 401
Alpharetta, GA 30004

District 2 Section 2, Land Lot(s) 1057 & 1104

Parcel Number: 22 448011040867 and 22 447010570197

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

OWNER Mayfield Development, LLC

Unofficial Witness

Signature (Authorized Party to Bind Owner Entity)

Notary Public
My Commission Expires: Jun 11 2028

KAMRAN JALALI, Manager
Signatory's Name and Title (printed)

Owner's Address: 1740 Grassland Pkwy
Unit 401
Alpharetta, GA 30004

(Notary Seal)

(Notary Stamp)

CAROLYN MASELLI NOTARY PUBLIC EXP. JUNE 11, 2028 FULTON COUNTY, GA

[Signatures continued on next page.]

Signed, sealed and delivered this ____day of _____, 20__ in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

_____
Witness

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

_____
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

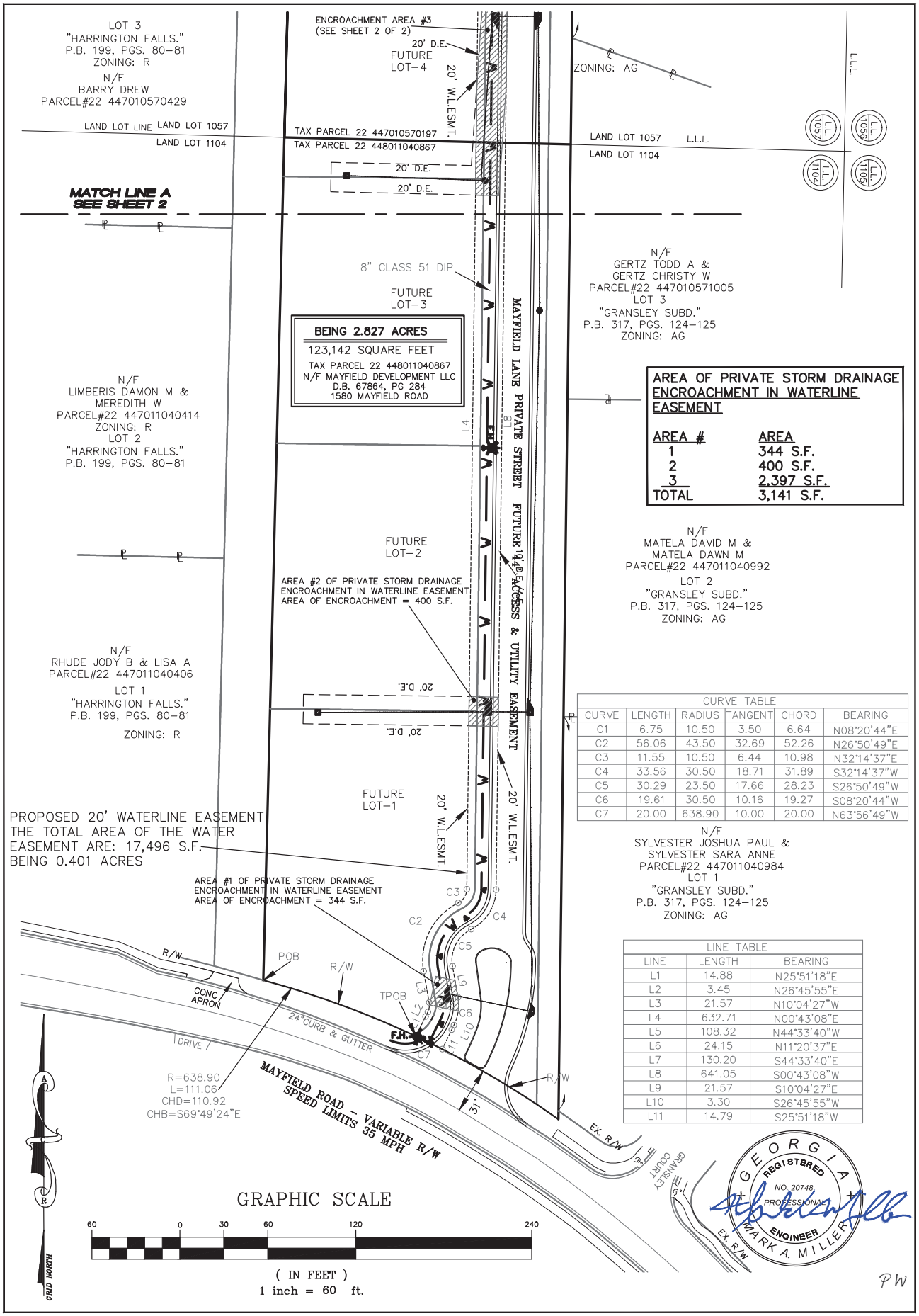
_____
Y. Soo Jo, County Attorney

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

EXHIBIT “A



SHEET	OF
1	2

SHEET 1 OF 2
DWG.
WATER & SEWER ESMT.
PROJECT NO. 22008S
FILE NO.

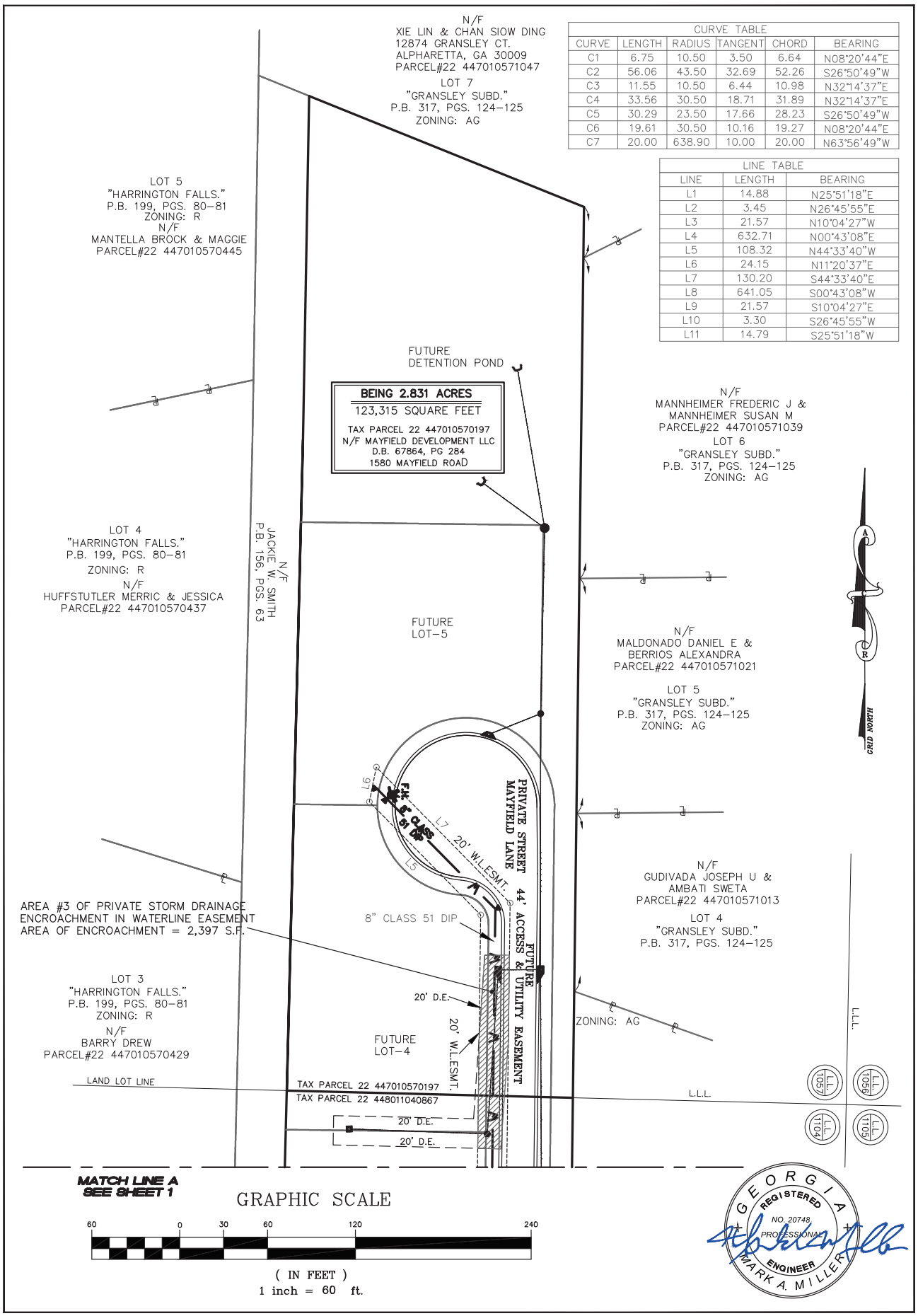
DATE: JANUARY 27, 2026
SCALE: HORIZ. 1"=60 VERT. N/A

DESCRIPTION	DATE

LAND LOT(S): 1057 & 1104
DISTRICT: 2ND
SECTION: 2ND
COUNTY: FULTON STATE: GEORGIA
DESIGNED: DRAWN: JL
CHECKED: AH APPROVED: MM

EXHIBIT "A"
INDEMNIFICATION AGREEMENT
WATERLINE EASEMENT
GRANTOR: MAYFIELD DEVELOPMENT LLC
MAYFIELD ESTATES
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

ACR Engineering, inc.
ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING
600 PINNACLE COURT
SUITE 685
NORCROSS, GA 30071
TEL: (678) 291-0000
FAX: (678) 291-6887



CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING
C1	6.75	10.50	3.50	6.64	N08°20'44"E
C2	56.06	43.50	32.69	52.26	S26°50'49"W
C3	11.55	10.50	6.44	10.98	N32°14'37"E
C4	33.56	30.50	18.71	31.89	N32°14'37"E
C5	30.29	23.50	17.66	28.23	S26°50'49"W
C6	19.61	30.50	10.16	19.27	N08°20'44"E
C7	20.00	638.90	10.00	20.00	N63°56'49"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.88	N25°51'18"E
L2	3.45	N26°45'55"E
L3	21.57	N10°04'27"W
L4	632.71	N00°43'08"E
L5	108.32	N44°33'40"W
L6	24.15	N11°20'37"E
L7	130.20	S44°33'40"E
L8	641.05	S00°43'08"W
L9	21.57	S10°04'27"W
L10	3.30	S26°45'55"W
L11	14.79	S25°51'18"W

SHEET	OF
2	2

SHEET 2 OF 2
DWG.
WATER & SEWER ESMT.
PROJECT NO. 22008S
FILE NO.

DATE: JANUARY 27, 2026			
SCALE: HORIZ. 1"=60 VERT. N/A		DESCRIPTION	DATE
LAND LOT(S):	1057 & 1104		
DISTRICT:	2ND		
SECTION:	2ND		
COUNTY: FULTON	STATE: GEORGIA		
DESIGNED:	DRAWN: JL		
CHECKED: AH	APPROVED: MM		

EXHIBIT "A"
INDEMNIFICATION AGREEMENT
WATERLINE EASEMENT
GRANTOR: MAYFIELD DEVELOPMENT LLC
MAYFIELD ESTATES
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

ACR Engineering, inc.
ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING
600 PINNACLE COURT
SUITE 685
NORCROSS, GA 30071
TEL: (678) 291-0000
FAX: (678) 291-6887

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0345 **Meeting Date:** 6/17/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of a Resolution approving a Right of Access License and Use Agreement between Fulton County, Georgia (Licensor) and R2ISE Inc. (Licensee) for R2ISE's use of office and gym space at County-owned property for the provision of non-clinical recovery-support services; authorizing the Chairman to execute the License Agreement and any related documents; authorizing the County Attorney to approve the License Agreement and any related documents as to form and to make modifications thereto prior to execution; and for other purposes.

Requirement for Board Action
Pursuant to O.C.G.A § 36-1-19.1, Fulton County is authorized to make contributions for purely charitable purposes, with "purely charitable purposes" including charitable purposes for health and social welfare, and pursuant to Fulton County Code § 1-117, the Fulton County Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the County, as they may deem expedient, according to law.

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

Agenda Item No.: 26-0345 **Meeting Date:** 6/17/2026

Scope of Work: The Department of Real Estate and Asset Management (DREAM) and the Fulton County Department of Behavioral Health formally request the Fulton County Board of Commissioners' approval of a Right of Access License and Use Agreement with R2ISE Inc., a Georgia nonprofit organization focused on helping individuals dealing with substance use disorders and mental health challenges through arts-based recovery programs.

Staff has identified office space and the gymnasium at the Fulton County Health and Human Services Oak Hill facility, located at 2805 Metropolitan Parkway Atlanta, Georgia 30315, as available for R2ISE's occupancy and use to provide treatment services for individuals with substance abuse issues. DREAM and the Department of Behavioral Health have determined that providing R2ISE with use and occupancy of these spaces pursuant to a Right of Access License and Use Agreement, including a one-year initial term with two (2) one-year extensions, and three (3) optional one-year renewal terms, at no cost to R2ISE, supports County goals.

Allowing R2ISE to use the identified facilities will optimize occupancy while cost-effectively addressing the demand for substance abuse treatment services, expanding public health resources, and providing easy access to care at a centralized location for individuals and families affected by substance abuse.

Community Impact: Approval of the Right of Access License and Use Agreement with R2ISE Inc. will allow R2ISE to provide outpatient treatment, counseling, recovery programs, educational workshops, and community support initiatives from a centralized and easily accessible location for individuals recovering from substance abuse.

Department Recommendation: The Department of Real Estate and Asset Management and the Department of Behavioral Health have completed an assessment of available space at the Oak Hill facility. With the public health objective of providing optimal healthcare services, the departments recommend approval of the Right of Access License and Use Agreement with R2ISE Inc.

Project Implications: Approval of the Right of Access License and Use Agreement will publicly affirm Fulton County's commitment to optimizing all available resources to improve public health outcomes. This effort may also help reduce homelessness, crime, and emergency healthcare burdens associated with untreated addiction.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

A RESOLUTION APPROVING A RIGHT OF ACCESS LICENSE AND USE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (LICENSOR) AND R2ISE INC. (LICENSEE) FOR R2ISE'S USE OF OFFICE AND GYM SPACE AT COUNTY-OWNED PROPERTY FOR THE PROVISION OF NON-CLINICAL RECOVERY-SUPPORT SERVICES; AUTHORIZING THE CHAIRMAN TO EXECUTE THE LICENSE AGREEMENT AND ANY RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE LICENSE AGREEMENT AND ANY RELATED DOCUMENTS AS TO FORM AND TO MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County, Georgia ("Fulton County") is a political subdivision of the State of Georgia, existing as such under and by the Constitution, statutes, and laws of the State; and

WHEREAS, the Fulton County Department of Behavioral Health and Developmental Disabilities provides behavioral health services for adults, children, and adolescents at a number of facilities within Fulton County, Georgia; and

WHEREAS, Fulton County owns that certain parcel of land located at 2805 Metropolitan Parkway SW, Atlanta, Georgia (Tax Parcel ID 14 0100LL0456) upon which one such facility, the Fulton County Health and Human Services at Oak Hill facility ("FCHHS"), is located; and

WHEREAS, R2ISE Inc. is a nonprofit corporation which provides peer-led, peer-driven, arts-based recovery support rooted in lived experience, community connection, and long-term sobriety and wellness; and

WHEREAS, R2ISE Inc. desires to provide non-clinical services at FCHHS to support individuals receiving behavioral health and substance use services, as well as members of the surrounding communities; and

WHEREAS, Fulton County desires to partner with R2ISE Inc. so that such services can be provided at FCHHS; and

WHEREAS, the Fulton County Department of Real Estate and Asset Management and R2ISE Inc. determined that executing a Right of Access License and Use Agreement to formalize the terms for R2ISE Inc. to access and use office and gym space at FCHHS, including a one-year initial term with two (2) one-year extensions, and three (3) optional one-year renewal terms, at no cost to R2ISE Inc., is consistent with County goals; and

WHEREAS, pursuant to O.C.G.A § 36-1-19.1, Fulton County is authorized to make contributions for purely charitable purposes, with "purely charitable purposes" including charitable purposes for health and social welfare, and pursuant to Fulton County Code § 1-117, the Fulton County Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the County, as they may deem expedient, according to law.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves the Right of Access License and Use Agreement with R2ISE Inc. for use of County-owned office and gym space located at 2805 Metropolitan Parkway SW, Atlanta, Georgia for the purposes of R2ISE Inc. providing non-clinical services to support individuals receiving behavioral health and substance use services, as well as members of the surrounding communities.

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute the Right of Access License and Use Agreement with R2ISE Inc. in substantially the form as attached hereto as Exhibit A and any related documents.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the Right of Access License and Use Agreement and related documents as to

form and make such modifications thereto as are necessary to protect the County's interests prior to execution by the Chairman.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

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

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Robert L. Pitts, Chairman (At Large)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

EXHIBIT A

Form of Right of Access License and Use Agreement

[See attached]

STATE OF GEORGIA

COUNTY OF FULTON

RIGHT OF ACCESS LICENSE AND USE AGREEMENT

This **Right of Access Agreement** ("License Agreement"), made and entered into this _____ day of _____, 2026 ("Effective Date"), by and between **R2ISE Inc.**, a Georgia Nonprofit Corporation ("Licensee"), and **Fulton County, Georgia,** ("Licensor"), individually a "Party" and jointly the "Parties".

WHEREAS, Licensor is the owner of that certain parcel of land in Fulton County, Georgia, located at 2805 Metropolitan Parkway SW, Atlanta, Georgia, having Tax Parcel ID Number 14 0100LL0456 and consisting of approximately 29.2900+/- acres, upon which the Fulton County Health and Human Services at Oak Hill ("FCHHS") is located, as depicted more particularly on the map attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, Licensee is a Recovery Community Organization that provides peer-led, peer-driven, arts-based recovery support rooted in lived experience, community connection, and long-term sobriety and wellness; and

WHEREAS, Licensee seeks to provide non-clinical services at the Property to support individuals receiving behavioral health and substance use services, as well as members of the surrounding communities; and

WHEREAS, Licensee's services are designed to strengthen recovery outcomes by adding a non-clinical layer of support for recovery through connection, peer encouragement, creative expression, community-building, and practical resource navigation; and

WHEREAS, Licensee seeks to collaborate and partner with the Fulton County Department of Behavioral Health and Developmental Disabilities to provide whole-person, recovery-oriented care at the Property, recognizing that recovery is sustained through community, belonging, supportive relationships, and access to resources that stabilize daily life; and

WHEREAS, Licensee contacted Licensor seeking to access the Property in order to form a partnership with Licensor whereby Licensee seeks to provide recovery support services; and

WHEREAS, Licensor has determined that a right of access license and use agreement is needed to allow Licensee to access and use the Property and to make use of the Property for the Purpose defined herein for the period requested; and

WHEREAS, pursuant to O.C.G.A § 36-1-19.1, Licensor is authorized to make contributions to any corporation, association, institution, or individual for purely charitable purposes, provided that the activities funded by any such contribution must take place within Fulton County, with "purely charitable purposes" meaning charitable, benevolent, or philanthropic

purposes for health, education, social welfare, arts and humanities, or environmental organizations; and

WHEREAS, Licensor desires to grant Licensee a non-exclusive license right as is detailed below in this License Agreement for the charitable Purpose described herein, with consideration for such license right being the services Licensee will provide to residents of Fulton County, which will be a substantial benefit to Licensor.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this License Agreement, the Parties do hereby agree as follows:

1.
GRANT OF LICENSE

Licensor hereby grants to Licensee and its employees, agents, contractors and subcontractors, and Licensee hereby accepts from Licensor, a license (hereinafter, the "License") to access the Property and use the Licensed Areas (as defined below) for the purposes hereinafter set forth in Paragraph 2. Licensor makes no representations or warranties concerning the condition, suitability, or any other matters relating to the Property, and Licensee hereby acknowledges that Licensee's access to the Property is on an "as is" basis. Licensor shall not be responsible or liable for any injury, death, damage, or loss incurred by any Licensee, or claims of any third parties in connection therewith, arising out of or in connection with the access or the Purpose under this License Agreement. The preceding two sentences shall survive the expiration or earlier termination of this License Agreement.

2.
USE OF LICENSE

At its sole cost, expense, risk and responsibility, Licensee and its employees, agents, contractors and subcontractors shall be permitted to access the Property and use the Licensed Areas to perform the Purpose, as defined herein. Purpose is defined as the granting of this License to the Licensee to access the Property to enter, exit, and park, and use the Licensed Areas to provide recovery support services on Mondays, Wednesdays, Thursdays, and Fridays from 10:00 a.m. to 5:00 p.m., Tuesdays from 10:00 a.m. to 8:00 p.m., and some Saturdays (at time(s) agreed upon at least five business (5) days in advance between the Parties) for special events and community building opportunities. The recovery support services to be provided by Licensee shall include, but not be limited to, the following:

- Peer connection through peer-led recovery support groups facilitated by Certified Peer Specialists and Recovery Coaches with lived experience;
- One-on-one peer support and resource navigation;
- Creative expression and arts-in-recovery special workshops using storytelling, writing, visual art, and other expressive practices;
- Movement and body-based wellness;
- Recovery community social opportunities and belonging;
- Educational theatre, talk-backs, and community recovery learning; and

- Art exhibits and ongoing gallery engagement.

Such use by Licensee shall take place on the Property in the gym ("Gym") and one office ("Office") within the current behavioral health outpatient area in Building B of the FCHHS, which Gym and Office are depicted on Exhibit "B" attached hereto (such areas together with all necessary points and routes of access, the "Licensed Areas"). This License shall be exclusive as it pertains to the Office and the Gym. However, Licensee hereby agrees to work with any community members or organizations that might request or require use of the Gym for temporary, occasional community-based programming or meetings, so long as such request is made at least two (2) weeks in advance and the requested use would occur during weekends, after-hours, or any other times that Licensee is not actively providing services. Licensee agrees to remove or relocate any necessary equipment, furniture, or other personal property from the Gym so that it is safe and accessible for such community usage.

Licensee shall also be permitted to install, at its own expense, wayfinding and informational signage on the Property to direct staff, program attendees, and community participants to the Gym. Such signage must conform to Licensor's sign standards, colors, and other requirements, and sign design and placement shall be approved in advance by Licensor. Any installed signs shall be removed at Licensee's expense at the termination or expiration of this Agreement, and any damage to the Property caused by the installation or removal of such signs shall be repaired at Licensee's expense.

This License shall only be for the Duration specified in Section 3 below.

Licensee shall not make any changes to the Property, including painting the walls of the Licensed Areas, and this License shall not be construed to permit Licensee to engage in any projects or work on the Property or at any other date or time, except as allowed for the Purpose. The Purpose, as set forth in this License Agreement, can only be modified by mutual written consent of the Parties.

3.
DURATION

This License is granted and shall remain in effect until either (i) the expiration of the Duration (as defined below), or (ii) Licensor's earlier termination of the License via written notice to the Licensee pursuant to Section 5 hereof. The License will have an initial term of twelve (12) months from the Effective Date, which then may be extended for two additional twelve (12) month periods (collectively, the "Initial Duration") upon both Licensee's written request (received at least ninety (90) days prior to the end of the then-current term) and Licensor's written approval, granted in its sole discretion, of the same. Following the Initial Duration, and provided that Licensee is not in default, the License may be renewed for three (3) additional twelve (12) month periods upon both Licensee's written request (received at least ninety (90) days prior to the end of the then-current term) and Licensor's written approval of the same, granted in its sole discretion, of the same (together with the Initial Duration, the "Duration").

4.
NO INTEREST IN PROPERTY

Licensee hereby agrees and acknowledge that by making, executing and delivering this License Agreement, Licensor does not confer upon Licensee any right, title, interest, or estate in the Property, nor confer upon Licensee a license coupled with an interest or an easement, and Licensee is estopped from claiming any such right, title, interest, estate, license coupled with an interest, or easement in the Property.

5.
SUSPENSION; TERMINATION

Licensor may, by written notice to Licensee, suspend the access provided by this License Agreement as needed. Upon receipt of a suspension notice, Licensee must immediately vacate the Property and if instructed to do so by Licensor immediately remove any of its property which may be on the Property. Only upon receipt of a notice that the suspension has been lifted may Licensee re-enter the Property in accordance with this License Agreement. Licensor may terminate this License for convenience and without cause upon ninety (90) days written notice to Licensee. After such termination, Licensor shall have no further obligation toward Licensee.

6.
MAINTENANCE AND REPAIR OF ANY DAMAGE TO THE PROPERTY

During the Duration, Licensee will notify Licensor of any damage to the Property within 24 hours of its occurrence and will immediately place barriers or signage in the event that Licensee is aware of a hazard on the Property. In the event that Licensee's use results in any damage to the Property, Licensee hereby agrees that within a reasonable time (not to exceed ten (10) days, unless such task is not capable of being completed within such period of said damage) Licensee will, at its sole cost and expense, take reasonable steps to restore the Property to substantially the same condition in which it existed before the damage with Licensor's prior approval of all restoration and repair work. Licensee shall require that any contractor retained by Licensee to perform any work required to complete the Purpose shall have applicable bonds (i.e., payment and performance bonds) to prevent liens from being placed against the Property, and shall comply with the insurance requirements described in Section 8.

7.
ASSIGNMENT OR TRANSFER

This License Agreement and the License granted herein may not be assigned or transferred by Licensee unless approved in writing by Licensor.

8.
LIABILITY; INSURANCE

Licensee, as the requestor of said License, further agrees that Licensee shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expense from third-parties resulting from use of the Property for the Purpose, and Licensee shall indemnify and hold Licensor harmless, including its commissioners, officers, employees and agents, from all

claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees and costs, in connection with personal injury or property damage or any tort whatsoever arising out of the acts or omissions of Licensee, its employees, agents or contractors upon the Property. Licensee shall ensure that any contractor or vendor retained or selected to provide services related to the Purpose contemplated in this License Agreement shall agree to indemnify and hold harmless Licensor as well as Licensor's commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which they may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths, damage, and/or other tort, irrespective of the Licensor's negligence (except that no Party shall be indemnified for their own sole negligence). Licensee shall cause any contractor or vendor retained by Licensee, if requested by Licensor, to assume and defend at the contractor's or vendor's own expense, any suit, action or other legal proceedings arising therefrom in which Licensor, and/or Licensor's commissioners, officers, officials, employees, and agents, are named as a party, and Licensee shall cause the contractor or vendor to agree to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the Licensor, and/or Licensor's commissioners, officers, officials, employees, and agents, arising therefrom.

Notwithstanding anything to the contrary contained in this License Agreement, Licensee's indemnity of Licensor in this Section 8 shall not include any claim arising from the gross negligence or willful misconduct of Licensor or its commissioners, officers, officials, employees, agents or contractors. Nothing herein shall be construed as a waiver of Licensor's sovereign immunity or any governmental immunity available to its commissioners, officers, officials, employees or agents.

Licensee shall provide and maintain liability insurance in accordance with the amounts set forth in Exhibit "C", attached hereto and incorporated by reference, covering its employees, agents or contractors for the Duration of the License. Licensee shall provide to Lessor and maintain a certificate of liability insurance ("COI") which includes Licensor as an additional insured, and covers its employees, agents or contractors for the Duration of the License. Licensee shall provide an updated COI to Licensor annually. In addition, Licensee shall ensure that any contractor obtains and maintains sufficient insurance to cover any use under this License, includes Licensor as an additional insured, and presents a certificate of insurance demonstrating the required coverage to Licensor prior to commencing any work or services related to the Property.

Licensee shall ensure that the provisions of this Section 8 are included in all contracts and subcontracts.

9.
NOTICES

All notices required herein shall be in writing and delivered to either Party at the address contained herein by: (a) hand delivery at the aforementioned address; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) overnight delivery. The day upon which such notice is delivered shall be deemed the date of service of such notice.

To the Licensor:

For operational matters:
Attention: LaTrina Foster, Director of Behavioral Health & Developmental Disabilities
265 Boulevard N.E.
Atlanta, Georgia 30312
(404) 612-1687
LaTrina.Foster@fultoncountyga.gov

For all other matters:
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street, Suite G119
Atlanta, Georgia 30303
(404) 612-5900
Joseph.Davis@fultoncountyga.gov

Fulton County Office of the County Attorney
Attention: County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303
(404) 612-0246
Soo.Jo@fultoncountyga.gov

Fulton County Manager
Attention: County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303
(404) 612-4000
Dick.Anderson@fultoncountyga.gov

To Licensee:

R2ISE Inc
Attention: Alexia Jones
675 Metropolitan Parkway SW, Suite 5036
Atlanta, Georgia 30310
(678) 462-8918
alexia@r2isetheatre.org

10.
RESPONSIBILITIES OF LICENSOR AND LICENSEE

Licensor shall maintain in good order and repair, subject to normal wear and tear and casualty, the Property, including all major systems therein. Licensor shall be solely responsible for and shall pay all charges for HVAC, water, and gas used or consumed on the Property during the Duration. Licensor shall not be liable to Licensee for any cessation of or interruption in utilities

or utility services to the Licensed Areas. Licensor shall also provide pest control, janitorial services within the common areas and Office, standard electrical current required for general office use, and security services.

Licensee shall be solely responsible for and shall pay all charges for internet and telephone services within the Licensed Areas, janitorial services within the Gym, and shall provide all restroom supplies for the Gym restroom(s).

11.
LICENSEE REPRESENTATIONS AND WARRANTIES.

Licensee represents and warrants to Licensor the following as of the Effective Date:

11.1 Permits. Licensee possesses all applicable business permits, licenses, and/or certificates required by all applicable laws for Licensee's operations on the Property. All persons performing services on Licensee's behalf on the Property are licensed, certified, or permitted, under applicable law, to perform such services. All persons performing services on the Property shall maintain, at no cost to Licensor, any permit, license, or certificate required under applicable law. All personnel performing services on Licensee's behalf on the Property shall provide services solely within the scope of their applicable permit, license, or certificate, or as permitted by applicable law.

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

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

11.4 Rules and Regulations; Laws. Licensee shall comply with any and all rules and regulations as may be hereafter promulgated by Licensor from time to time in Licensor's discretion

and provided in writing to Licensee, as well as all applicable laws, regarding Licensee's use and occupancy of the Premises.

11.5 Hazardous Waste. Neither Licensee, nor any of Licensee's invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Property, including the Licensed Areas, any Hazardous Substances. Hazardous Substance, for purposes of this License Agreement, shall be defined as: Any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as toxic or hazardous under any laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Superfund Amendment and Reauthorization Act of 1986, and all Laws similar thereto. Licensee shall, only to the extent permissible by law, be responsible for contamination caused by Licensee during the Duration (or those of its invitees, employees, contractors or agents). Licensee shall be responsible for, to the extent permitted by law, any loss, claims, liability or costs incurred by reason of any actual failure of Licensee to fully comply with all applicable laws or permits, or the presence, handling, use or disposition in or from the Property of any Hazardous Substances, or by reason of any actual or asserted failure of Licensee to keep, observe, or perform any provision of this Section. Nothing herein shall be construed as a waiver of Licensee's sovereign immunity or any governmental immunities available to its officials, officers or agents.

12.
NO THIRD-PARTY BENEFICIARIES

This License Agreement is made between and limited to the Licensor and the Licensee, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the Licensor and the Licensee, and no other person or entity shall be considered a third-party beneficiary by virtue of this License Agreement or otherwise entitled to enforce the terms of this License Agreement for any reason whatsoever.

13.
GENERAL PROVISIONS OF THIS AGREEMENT

13.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease or reference, and shall be disregarded in the construction of this License Agreement.

13.2 No failure of either Party hereto to exercise any right or power granted under this License Agreement, or to insist upon strict compliance by the other Party with this License Agreement, and terms and conditions of this License Agreement, shall constitute a waiver of either Party's right to demand exact and strict compliance by the other Party hereto with the terms and conditions of this License Agreement.

13.3 This License Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

13.4 Should any provision of this License Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one Party by reason of the rule of construction that an instrument is to be construed more strictly against the Party who prepared the same.

13.5 This License Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other. Electronic, facsimile or .pdf signatures shall have the same force and effect as original signatures. The Parties hereto intend to be bound by the signatures on the electronic, facsimile or .pdf document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic, facsimile or .pdf signature.

13.6 The termination of this License Agreement shall not operate to cut off any claims or causes of action in favor of Licensor or Licensee which occurred or arose prior to the effective date of such termination.

13.7 Licensee hereby acknowledges that it has not been induced by any representation, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Property or the condition or suitability thereof for Licensee's purpose.

13.8 Licensee shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. § 9601, *et seq.*), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Property.

13.9 This License Agreement supersedes all prior negotiations, discussions, statements and agreements between Licensor and Licensee and constitutes the full, complete and entire agreement between the Parties with respect to the Property and Licensee's use thereof. No member, officer, employee, representative or agent of Licensor or Licensee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this License Agreement. No modification of or amendment to this License Agreement shall be binding on either Party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Licensor and Licensee and incorporated in and by reference made a part hereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, Licensor and Licensee, acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date hereinabove set forth.

LICENSOR:

FULTON COUNTY, GEORGIA

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

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

[Signatures Continue on Following Page]

DRAFT

LICENSEE:

R2ISE INC

_____

Name:
Title:

DRAFT

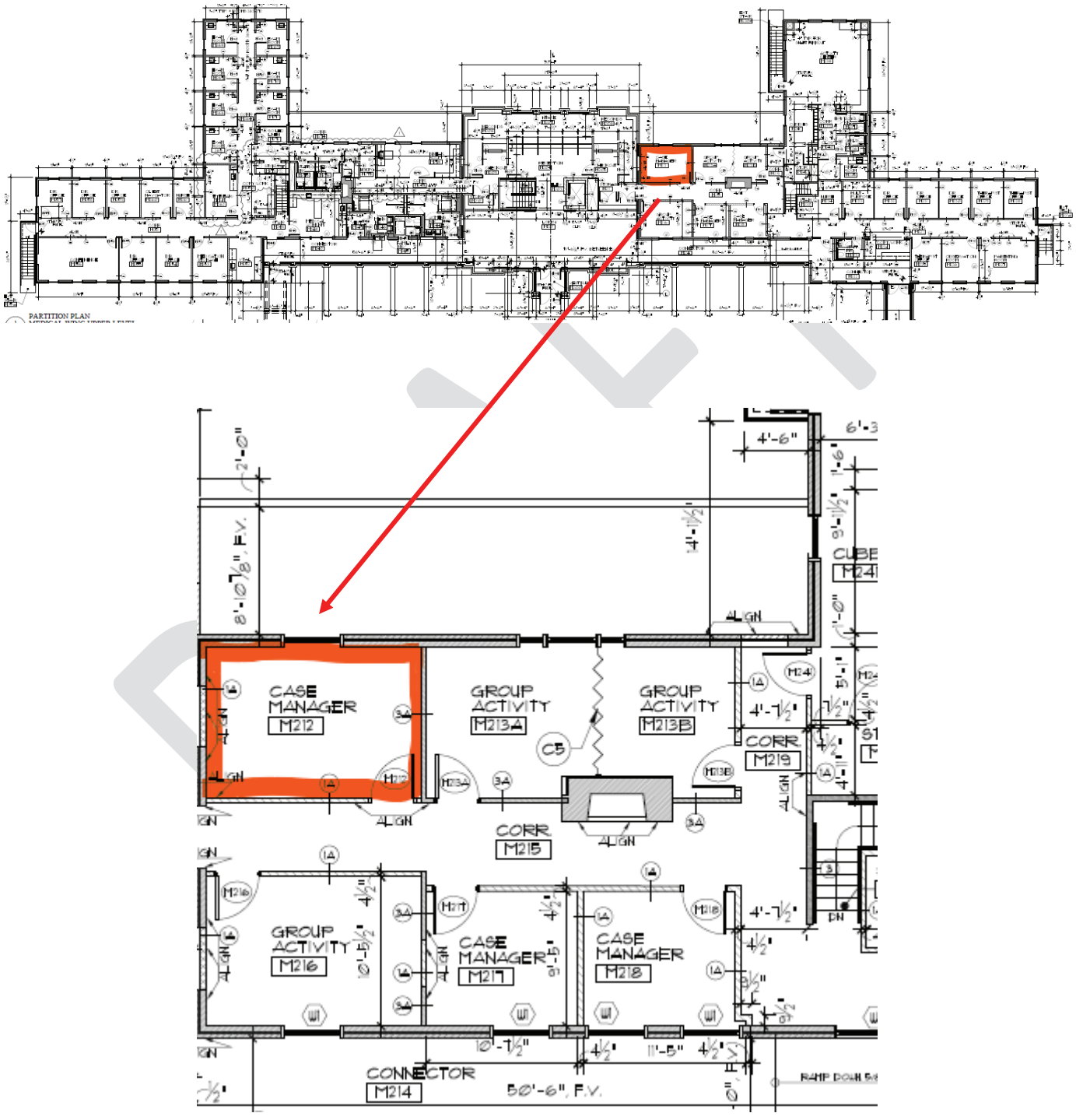
EXHIBIT A

THE PROPERTY

EXHIBIT B

LOCATION OF PERMITTED USE BY LICENSEE

Office – M212, depicted in **RED** below:



Gym

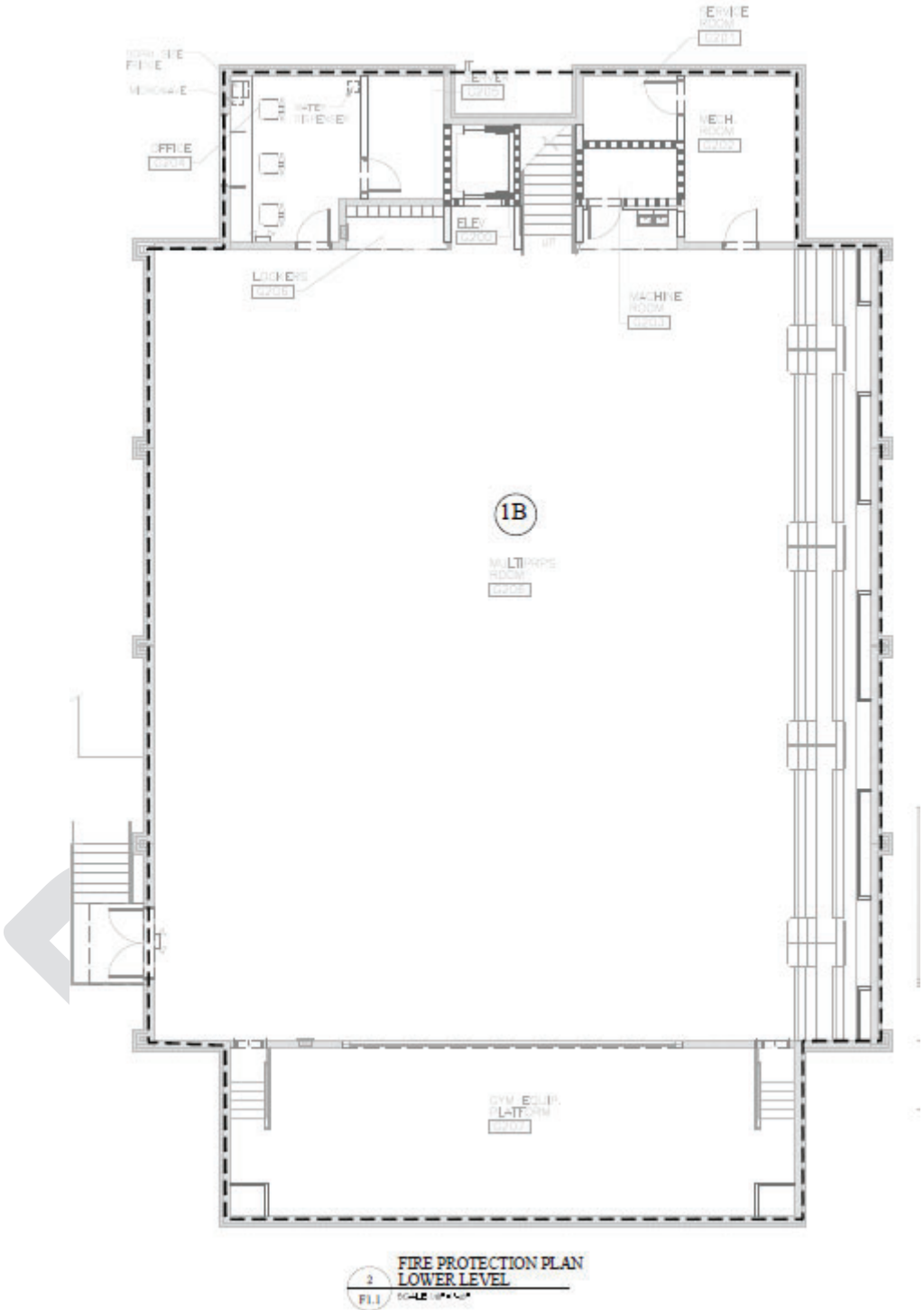


EXHIBIT C

INSURANCE REQUIREMENTS

The following are the minimum insurance coverages and limits that Licensee must maintain. If Licensee maintains broader coverages and/or higher limits than the minimum shown below, Fulton County requires and shall be entitled to coverage for the higher limits maintained by Licensee.

It is Fulton County's practice to obtain Certificates of Insurance from our Licensees. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-, subject to final approval by Fulton County. Respondents shall submit to Fulton County a Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below.

Proof of insurance must be provided to Fulton County prior to the start of access to the Premises as described in License and Maintenance Agreement. Any and all insurance coverage(s) required under the terms and conditions of the License and Maintenance Agreement shall be maintained during the entire term of the Agreement.

Accordingly, the Licensee shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	$1,000,000
(Other than Products/Completed Operations)	General Aggregate	$2,000,000
Products\Completed Operation	Aggregate Limit	$2,000,000
Personal and Advertising Injury	Limits	$1,000,000
Damage to Rented Premises	Limits	$ 100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage (Including operation of non-owned, owned, and hired automobiles)	Each Occurrence	$1,000,000

4. UMBRELLA LIABILITY (In excess of above noted coverages)	Each Occurrence	$1,000,000

5. PROFESSIONAL E/O (Errors and Omissions) Each Occurrence $100,000

Certificates of Insurance

Licensee shall provide written notice to Fulton County immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County, its officials, officers and employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

This insurance shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided in favor of Fulton County.

If Fulton County shall so request, the Licensee will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government
141 Pryor Street
Atlanta, Georgia 30303

DRAFT

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0346 **Meeting Date:** 6/17/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of a Resolution approving the First Amendment to Lease Agreement between Fulton County, Georgia (Landlord), and the Board of Regents of the University System of Georgia (Tenant), to extend the lease term for the purpose of providing library services to the visually impaired at Central Library; authorizing the Chairman to execute the First Amendment and related documents; authorizing the County Attorney to approve the First Amendment and related documents to form and make all necessary modifications thereto prior to execution; and for other purposes.

Requirement for Board Action
Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the County's property as they may deem expedient, according to law.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The Board of Commissioners, via Agenda Item 21-0355 on May 19, 2021, approved the execution of a Lease Agreement between Fulton County, Georgia (Landlord) and the Board of Regents of the University System of Georgia, a constitutional body of the State of Georgia

(Tenant), for and on behalf of Georgia Public Library Services (GPLS). Pursuant to the Lease, Tenant rents approximately 3,161 square feet of office space at the County's Central Library, located at 1 Margaret Mitchell Square NW, Atlanta, Georgia 30303, to provide library services for Central Library patrons that are visually impaired and unable to read standard print. Tenant's services are essential to promote accessibility to information, independence, equal opportunity, and full participation in daily, educational, and professional activities for individuals that are visually impaired.

The Lease will expire on June 30, 2026, and Tenant submitted a request to the Fulton County Department of Real Estate Asset Management (DREAM) to amend the Lease to extend its term. DREAM now requests the Board of Commissioners approve the First Amendment to Lease Agreement with Tenant for the purpose of extending the term for an additional (5) five years. The First Amendment term shall commence July 1, 2026, and end June 30, 2027, with automatic renewal options for four (4) one-year terms from July 1, 2027, through June 30, 2031, unless earlier terminated pursuant to the Lease.

Community Impact: Approval of the Fulton County Board of Commissioners to execute the First Amendment to the Lease Agreement with the Board of Regents of the University System of Georgia will allow visually impaired patrons to Central Library to continue to receive library services from the same location as prior to the renovations of Central Library.

Department Recommendation: DREAM and Fulton County Library Services recommend approval of the First Amendment to the Lease Agreement between Fulton County, Georgia (Landlord), and the Board of Regents of the University System of Georgia (Tenant), for the purpose of extending the term of the Lease Agreement for an additional five (5) years.

Project Implications: The Board of Regents of the University System of Georgia leases office space from Fulton County at Central Library to provide library services for visually impaired patrons. Pending approval, Fulton County will receive dual benefits to include rental revenue and library services for patrons. Ensuring equal access to library services for people with visual impairments is an essential part of delivering inclusive, equitable service to all members of the public.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Monthly rental income received during the lease term will be deposited into Funding Line 100 650 6566 5269

A RESOLUTION APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (LANDLORD), AND THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA (TENANT), TO EXTEND THE LEASE TERM FOR THE PURPOSE OF PROVIDING LIBRARY SERVICES TO THE VISUALLY IMPAIRED AT CENTRAL LIBRARY; AUTHORIZING THE CHAIRMAN TO EXECUTE THE FIRST AMENDMENT AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE FIRST AMENDMENT AND RELATED DOCUMENTS AS TO FORM AND MAKE ALL NECESSARY MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County, Georgia, ("Fulton County") is a political subdivision of the State of Georgia, existing as such under and by the Constitution, statutes, and laws of the State of Georgia; and

WHEREAS, the General Assembly of Georgia proposed an amendment to the Constitution of Georgia in 1982 (Georgia Laws 1982, page 4174 as amended by Georgia Laws 2004, page 4347), authorizing the General Assembly to provide for the creation of a county-wide public library system in any county having a population of 550,000 or more according to the 1980 Census or any future census, which amendment was ratified by the electors in the General Election of 1982; and

WHEREAS, the Fulton County Library System is composed of the Central Library, the Auburn Avenue Research Library, and thirty-three (33) branch libraries within the geographical limits of Fulton County Georgia; and

WHEREAS, Fulton County and the Board of Regents of the University System of Georgia, a constitutional body of the State of Georgia ("Tenant"), entered into a Lease Agreement for the purpose of leasing 3,161 square feet of office space at 1 Margaret Mitchell Square NW, Atlanta, Georgia 30303 (the "Central Library") to provide library services for visually-impaired and physically handicapped patrons of the Fulton County Library System, as approved by the Board of Commissioner via Agenda Item 21-0355; and

WHEREAS, no renewal terms remain under the Lease Agreement, but both parties desire that Tenant continues to provide services to library patrons at Central Library; and

WHEREAS, the Fulton County Department of Real Estate and Asset Management has negotiated mutually acceptable terms with Tenant to extend the lease term for a period of five (5) additional years, inclusive of renewal options; and

WHEREAS, the First Amendment to Lease Agreement will effectuate that extended term, and will provide for Tenant's continued occupancy of the current office space within Central Library; and

WHEREAS, pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the County's property as they may deem expedient, according to law.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves the First Amendment to Lease Agreement with the Board of Regents of the University System of Georgia, in substantially the form attached hereto as Exhibit "A."

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is hereby authorized to execute the First Amendment between Fulton County and the Board of Regents of the University System of Georgia, and any related documents.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the First Amendment and any related documents as to form, and to make such modification as are necessary to protect the County's interests prior to execution by the Chairman.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

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

FULTON COUNTY BOARD OF
COMMISSIONERS

By:_____
Robert L. Pitts, Chairman

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

STATE OF GEORGIA;

COUNTY OF FULTON:

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") is made and entered into this ____ day of _____ 2026 (the "Effective Date"), by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, whose address is 141 Pryor Street, S.W., Suite 6000, Atlanta, Georgia 30303 (herein "Lessor" or the "County"), and the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA** (herein "Lessee"), for and on behalf of the Georgia Public Library Service (herein "GPLS"), whose address is 270 Washington Street S.W., Seventh Floor, Atlanta, Georgia 30334.

W I T N E S S E T H:

WHEREAS, pursuant to that certain office space lease agreement between Lessor and Lessee dated September 9, 2021 (the "Lease Agreement"), whereby the Lessee leases, on behalf of GPLS, from the County the Premises (as defined in the Lease Agreement) located at 1 Margaret Mitchell Square NW, Atlanta, Georgia 30303 (the "Library") and containing approximately 3,161 square feet of floor area on the ground floor of the Library;

WHEREAS, Article 2 of the Lease Agreement contains four (4) one-year renewal options that allow for extension of the Lease Agreement through June 30, 2026; and

WHEREAS, Lessor and Lessee have exercised all available renewal options within the Lease Agreement; and

WHEREAS, the Lease Agreement expires on June 30, 2026; and

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement by adding additional renewal terms, adjusting the rental rate schedule, and making other such modifications to the Lease Agreement as further set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby agree to amend, change, and modify the Lease Agreement as follows:

1. **OPTION TO RENEW OR EXTEND TERM**. Article 2. Lease Term is hereby amended as follows (with deleted language in strike through font and amended language underlined):

   "Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises described herein. Following execution of the parties, the Lease Agreement shall commence on September 1, 2021 (the "Commencement Date") and run through June 30, 2022, said period being hereafter referred to as the "Initial Term". After the Initial Term and

provided the Lease Agreement is not sooner terminated pursuant to Sections 10, 11, and/or 12, Lessee shall have the option to renew the Lease Agreement on a year-to-year basis for ~~four (4)~~ nine (9) consecutive, one-year periods (each an "Extended Term," and the Extended Term, taken together with the Initial Term, shall be known as the "Lease Term"); provided, however, that notice of Lessee's desire to exercise such option shall be given to Lessor at least sixty (60) days prior to the expiration date of the Initial Term or any Extended Term. It is further provided that this option may be exercised by Lessee only in the event all rents have been fully paid and that all covenants, agreements, provisions, stipulations, terms and conditions of this Lease Agreement on the part of Lessee to be performed, kept and observed, have been fully and faithfully performed, kept and observed.

Notwithstanding anything to the contrary contained herein, under no circumstances shall the Lease Term extend beyond June 30, ~~2026~~ 2031, provided that the parties may mutually agree to extend the Lease Term at that time. It is understood that, at the end of the Lease Term, this Lease Agreement shall terminate absolutely and without further obligation on the part of the Lessor or Lessee, unless extended by mutual agreement of the parties."

2. **REVISION TO RENT SCHEDULE**. The rent schedule in Article 4, Rent, is hereby deleted in its entirety, and the following rent schedule shall be inserted in lieu thereof:

Extension Term	Dates	Rent
1	July 1, 2022 – June 30, 2023	$1,899.23
2	July 1, 2023 – June 30, 2024	$1,956.21
3	July 1, 2024 – June 30, 2025	$2,014.90
4	July 1, 2025 – June 30, 2026	$2,075.34
5	July 1, 2026 – June 30, 2027	$2,137.61
6	July 1, 2027 – June 30, 2028	$2,201.74
7	July 1, 2028 – June 30, 2029	$2,267.79
8	July 1, 2029 – June 30, 2030	$2,335.82
9	July 1, 2030 – June 30, 2031	$2,405.90

3. **ENTIRE AGREEMENT**. The Lease Agreement, as modified by this First Amendment, constitutes the entire understanding between the parties with respect to amendments made herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, letters of intent and proposals regarding the amendments made herein are merged into this First Amendment.

4. **AGREEMENT IN FULL FORCE AND EFFECT**. Except as modified by this First Amendment, the Lease Agreement is hereby ratified, confirmed, and shall continue in full force and effect. If there is any conflict between the terms of the Lease Agreement and the terms set forth in this First Amendment, the terms specifically set out in this First Amendment shall control. From and after the Effective Date, all references to "the Lease Agreement" or "this Lease" in the Lease shall mean the Lease as modified by this First Amendment.

5. **MUTUAL AUTHORIZATION REPRESENTATION**. Lessor and Lessee hereby represent to each other that: (a) this First Amendment (and each term and provision hereof) has been duly and appropriately authorized by such party through proper written action and approval by their respective governing bodies and/or pursuant to policy; and (b) no additional consent, agreement, or approval is required with respect hereto.

Signatures on the Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this First Amendment to the Lease Agreement as of the date set forth above.

LESSOR:

FULTON COUNTY, GEORGIA,
a political subdivision of the State of Georgia

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

_____
Robert L. Pitts
Chairman

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Signatures Continue on the Following Page

LESSEE:

BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA

By:_____
J. Frank Smith
Vice Chancellor for Real Estate & Facilities

Attest: _____
Mark T. Haldane
Assistant Vice Chancellor for Real Estate

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0347 **Meeting Date:** 6/17/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 86,539 square feet to Fulton County, a political subdivision of the State of Georgia, from TPG AG EHC III (EMP) Multi State 1, LLC, for the purpose of constructing the Fernleaf Project at 1180 Upper Hembree Road, Alpharetta, Georgia 30076.

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

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Fernleaf Project, a commercial Development requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 86,539 square feet and is located in Land Lot(s) 550 &

553 of the 1st District, 2nd Section of Fulton County, Georgia

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]
*****THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION*****

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

Project Name :Fernleaf
Tax Parcel Identification No.:12 223005500825
Land Disturbance Permit No.:WRN24-065
Zoning/Special Use Permit No.:
(if applicable)

For Fulton County Use Only

Approval Date:
Initials:

SEWER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 3rd day of April, 2026, between TPG AG EHC III (EMP) MULTI STATE 1, LLC, a Delaware limited liability company, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of $1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 550 & 553 the 1st District, 2nd Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit: Fernleaf **[See Exhibit "A" attached hereto and made a part hereof]**

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and

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

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

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

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

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

GRANTOR:

TPG AG EHC III (EMP) Multi State 1, LLC, a Delaware limited liability company

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: _____
Steven S. Benson, Manager

Signed, sealed and delivered
As to Grantor:

Unofficial Witness: Wendy Stockell

Sworn to and subscribed before me this the 3 day of April, 2026

Jaime Marie Adams
Notary Public

My Commission Expires: 07-01-2029

(COMPANY SEAL)

OFFICIAL SEAL
JAIME MARIE ADAMS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 686280
My Comm. Expires July 1, 2029

EXHIBIT "A"

SANITARY SEWER EASEMENT EXHIBIT FOR:

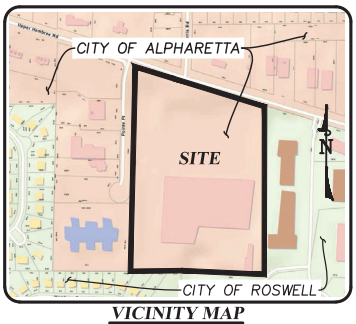
FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025

FULTON COUNTY PERMIT NUMBER:	WRN24-065
CITY OF ALPHARETTA PERMIT NUMBER:	D240026
TAX PARCEL ID NUMBER:	12 223005500825

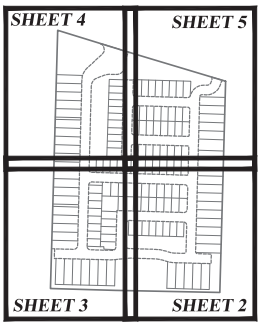
OWNER/DEVELOPER:

TPG AG EHC III (EMP) MULTI STATE 1, LLC
5775 GLENRIDGE DR.
BUILDING D, SUIT 350
ATLANTA, GEORGIA 30328
PHONE: 770.541.5250



VICINITY MAP
(PER FULTON COUNTY GIS-NOT TO SCALE)

SHEET KEY



SANITARY SEWER EASEMENT CALL TABLE

LINE	BEARING	DISTANCE
SS1	N01°17'06"E	19.27'
SS2	S88°42'54"E	93.74'
SS3	N01°05'34"E	128.63'
SS4	N68°51'31"W	37.54'
SS5	S88°57'06"W	90.41'
SS6	S89°28'34"W	72.08'
SS7	N89°44'25"W	175.65'
SS8	N87°31'53"W	100.62'
SS9	N02°28'07"E	20.00'
SS10	S87°31'53"E	90.29'
SS11	N01°42'48"E	155.55'
SS12	N00°42'01"E	190.23'
SS13	N02°06'51"E	101.67'
SS14	N02°29'43"E	90.50'
SS15	N01°22'32"E	242.04'
SS16	S88°37'28"E	20.00'
SS17	S01°22'32"W	242.23'
SS18	S02°29'43"W	80.51'
SS19	S88°21'15"E	171.58'
SS20	N00°59'01"E	68.13'
SS21	N01°07'34"E	178.02'
SS22	N04°58'36"E	79.21'
SS23	S85°01'24"E	20.00'
SS24	S04°58'36"W	68.30'
SS25	S88°12'15"E	259.10'
SS26	S01°47'45"W	20.00'
SS27	N88°12'15"W	259.55'
SS28	S01°07'34"W	157.67'
SS29	S88°09'40"E	257.04'
SS30	S01°50'20"W	20.00'
SS31	N88°09'40"W	256.77'
SS32	S00°59'01"W	78.20'
SS33	N88°21'15"W	192.05'
SS34	S02°06'51"W	81.48'
SS35	S88°35'08"E	163.06'
SS36	S88°21'54"E	283.31'
SS37	S01°38'06"W	20.00'
SS38	N88°21'54"W	283.28'
SS39	N88°35'08"W	163.02'
SS40	S00°42'01"W	180.15'
SS41	S01°42'48"W	155.60'
SS42	S89°44'25"E	155.35'
SS43	N01°30'13"E	180.98'
SS44	S88°25'46"E	286.07'
SS45	S01°34'14"W	20.00'
SS46	N88°25'46"W	266.04'
SS47	S01°30'13"W	160.38'
SS48	N89°28'34"E	61.56'
SS49	N88°57'06"E	94.24'
SS50	S68°51'31"E	46.69'
SS51	S88°55'02"E	103.43'
SS52	N01°38'43"E	109.27'
SS53	N01°13'09"E	298.61'
SS54	N01°35'40"E	308.11'
SS55	S88°24'20"E	20.00'
SS56	S01°35'40"W	308.05'
SS57	S01°13'09"W	298.62'
SS58	S01°38'43"W	109.40'
SS59	S87°27'23"E	57.68'
SS60	S02°32'37"W	20.00'
SS61	N87°27'23"W	67.40'
SS62	N88°55'02"W	104.98'
SS63	S01°05'34"W	144.82'
SS64	N88°47'22"W	113.80'

TOTAL AREA OF SANITARY SEWER EASEMENT = 1.987 ACRES

UTILITY CROSSING S.S.E.

WATER ENTERING EASEMENT	
STORM ENTERING EASEMENT	

ENCROACHMENT TABLE

WATER PIPE	1,064 SQ. FT.
STORM PIPE	939 SQ. FT.
TOTAL	2,003 SQ. FT.

GEORGIA REGISTERED No. 2983 LAND SURVEYOR ALBERT GRAMLING

PW

GUNNIN SURVEY
141 Railroad Street, Suite 116
Canton, Georgia 30114
www.gunninsurvey.com
678.880.7502
Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY: JMA
CHECKED BY: AWG

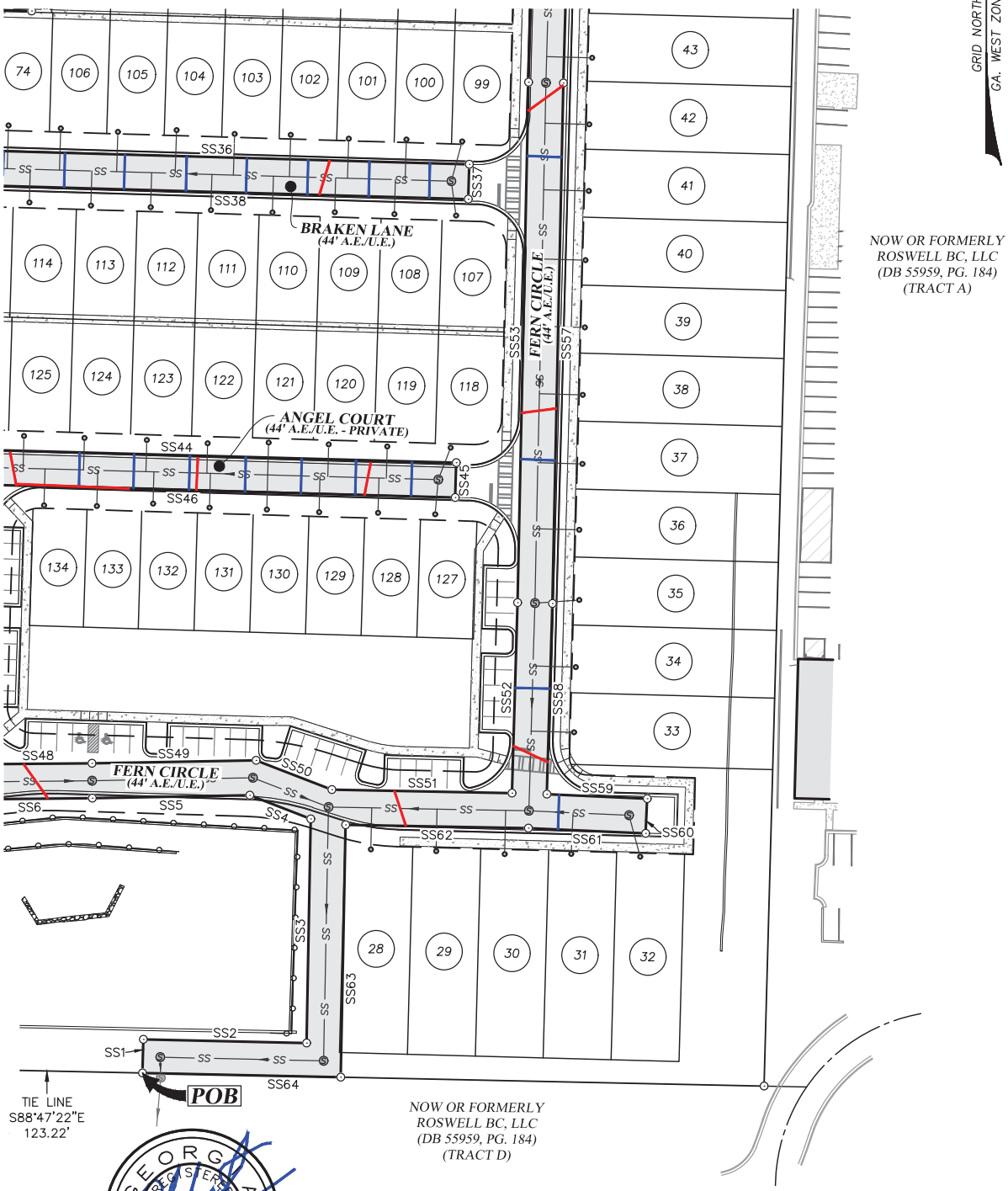
PROJECT NO. **19122**

SHEET	OF
1	**6**

SANITARY SEWER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025



GEORGIA REGISTERED No. 2983 LAND SURVEYOR ALBERT GRAMLING

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1"=60'
SCALE IN FEET

GUNNIN SURVEY

141 Railroad Street, Suite 116
Canton, Georgia 30114

www.gunninsurvey.com
678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC

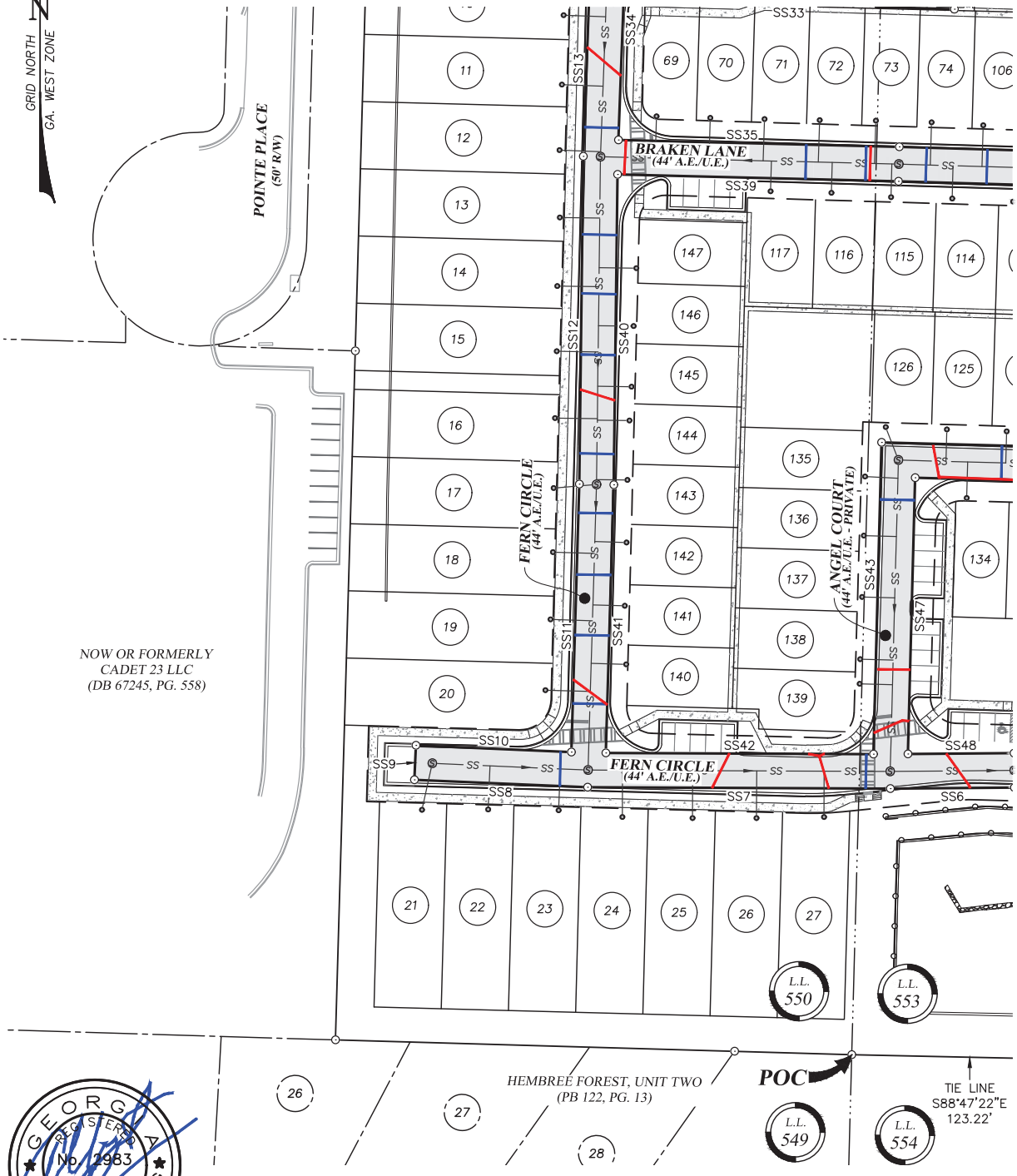
DRAWN BY:	JMA
CHECKED BY:	AWG
PROJECT NO.	19122
SHEET	OF
2	6

FILENAME: 19122 Upper Hembree – Final Plat & As-Builts.dwg PLOT DATE: 04.03.2026

SANITARY SEWER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025



GEORGIA REGISTERED
No. 2983
LAND SURVEYOR
ALBERT GRAMLING

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1"=60'
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141 Railroad Street, Suite 116
Canton, Georgia 30114

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678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY:	JMA
CHECKED BY:	AWG
PROJECT NO.	19122
SHEET	OF
3	6

FILENAME: 19122 Upper Hembree – Final Plat & As-Builts.dwg PLOT DATE: 04.03.2026

SANITARY SEWER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

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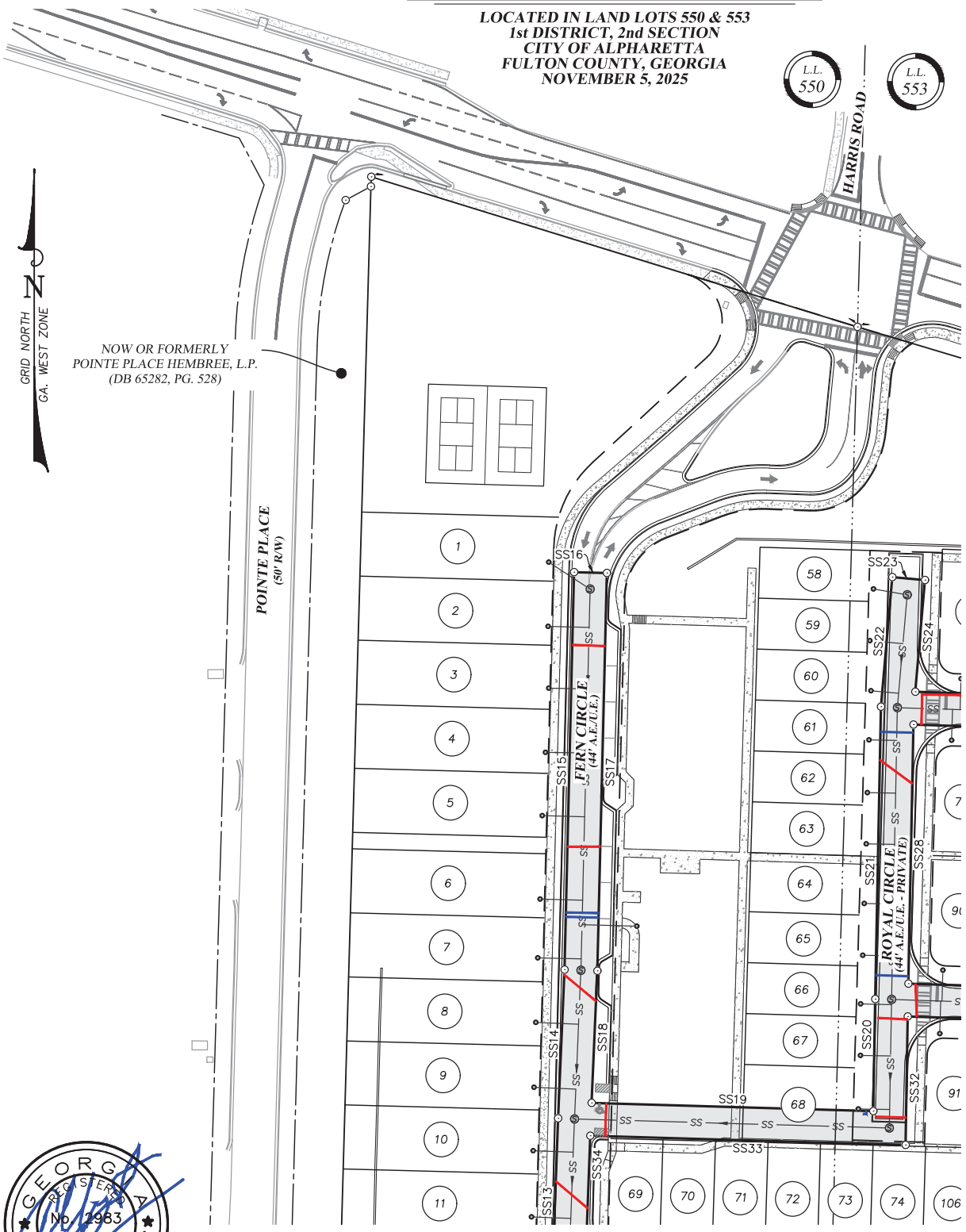
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025



GEORGIA
REGISTERED
No. 2983
LAND SURVEYOR
ALBERT GRAMLING

60 0 60 120
1"=60'
SCALE IN FEET

GUNNIN SURVEY

141 Railroad Street, Suite 116
Canton, Georgia 30114

www.gunninsurvey.com
678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY:	JMA
CHECKED BY:	AWG

PROJECT NO. **19122**

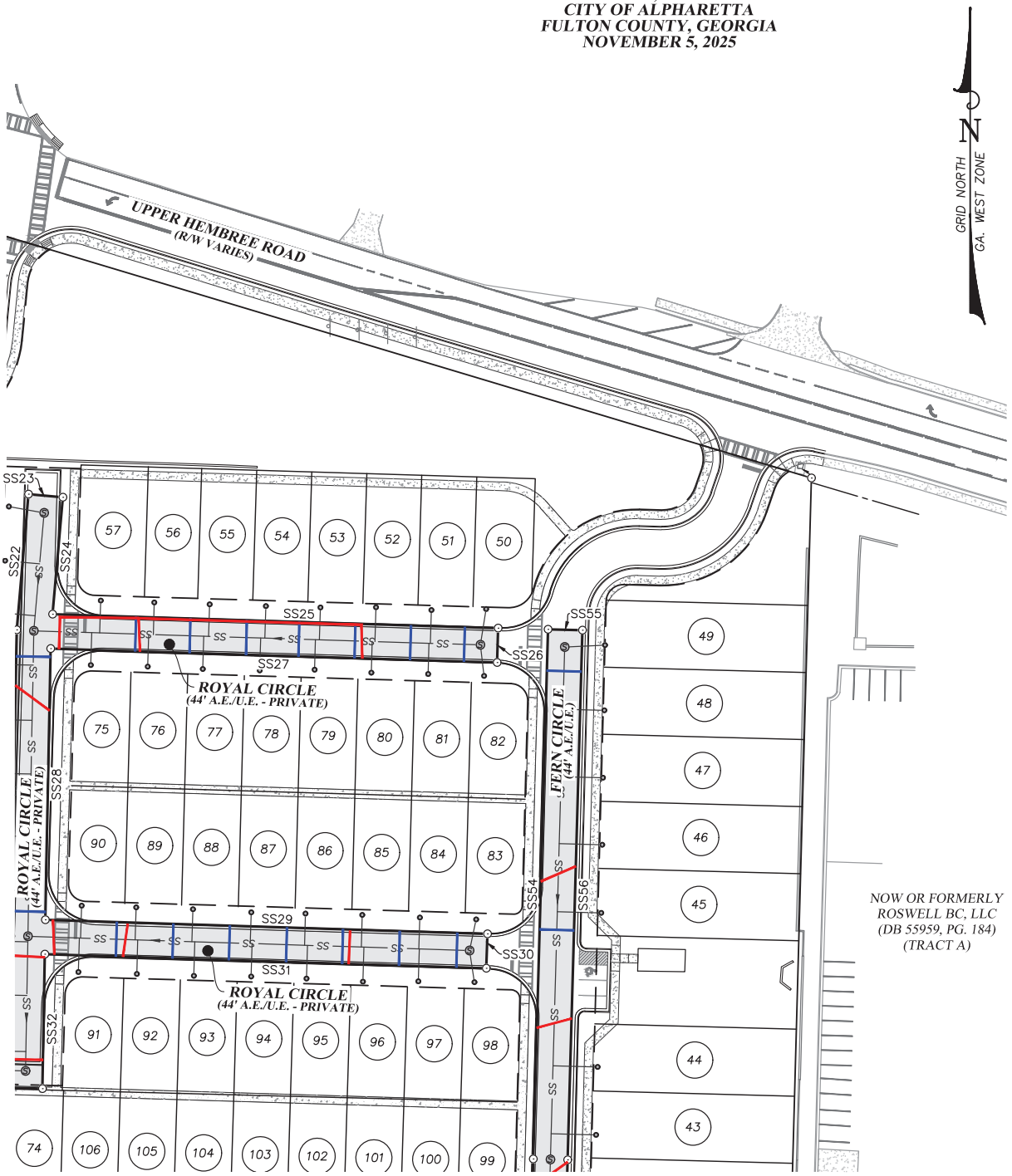
SHEET	OF
4	6

FILENAME: 19122 Upper Hembree – Final Plat & As-Builts.dwg PLOT DATE: 04.03.2026

SANITARY SEWER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025



GEORGIA REGISTERED No. 2983 LAND SURVEYOR ALBERT GRAMLING

60 0 60 120
1"=60'
SCALE IN FEET

GUNNIN SURVEY

141 Railroad Street, Suite 116
Canton, Georgia 30114

www.gunninsurvey.com
678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY: JMA
CHECKED BY: AWG

PROJECT NO. 19122

SHEET	OF
5	6

FILENAME: 19122 Upper Hembree – Final Plat & As-Builts.dwg PLOT DATE: 04.03.2026

SANITARY SEWER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025

LEGAL DESCRIPTION, SEWER EASEMENT EXHIBIT

All that tract or parcel of land lying and being in Land Lots 550 and 553 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE from a 1" rebar found at the intersection of Land Lots 549, 550, 553, and 554 South 88 Degrees 47 Minutes 22 Seconds East a distance of 123.22 feet to a point;
said point being the TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

Thence North 01 Degrees 17 Minutes 06 Seconds East a distance of 19.27 feet to a point; Thence South 88 Degrees 42 Minutes 54 Seconds East a distance of 93.74 feet to a point; Thence North 01 Degrees 05 Minutes 34 Seconds East a distance of 128.63 feet to a point; Thence North 68 Degrees 51 Minutes 31 Seconds West a distance of 37.54 feet to a point; Thence South 88 Degrees 57 Minutes 06 Seconds West a distance of 90.41 feet to a point; Thence South 89 Degrees 28 Minutes 34 Seconds West a distance of 72.08 feet to a point; Thence North 89 Degrees 44 Minutes 25 Seconds West a distance of 175.65 feet to a point; Thence North 87 Degrees 31 Minutes 53 Seconds West a distance of 100.62 feet to a point; Thence North 02 Degrees 28 Minutes 07 Seconds East a distance of 20.00 feet to a point; Thence South 87 Degrees 31 Minutes 53 Seconds East a distance of 90.29 feet to a point; Thence North 01 Degrees 42 Minutes 48 Seconds East a distance of 155.55 feet to a point; Thence North 00 Degrees 42 Minutes 01 Seconds East a distance of 190.23 feet to a point; Thence North 02 Degrees 06 Minutes 51 Seconds East a distance of 101.67 feet to a point; Thence North 02 Degrees 29 Minutes 43 Seconds East a distance of 90.50 feet to a point; Thence North 01 Degrees 22 Minutes 32 Seconds East a distance of 242.04 feet to a point; Thence South 88 Degrees 37 Minutes 28 Seconds East a distance of 20.00 feet to a point; Thence South 01 Degrees 22 Minutes 32 Seconds West a distance of 242.23 feet to a point; Thence South 02 Degrees 29 Minutes 43 Seconds West a distance of 80.51 feet to a point; Thence South 88 Degrees 21 Minutes 15 Seconds East a distance of 171.58 feet to a point; Thence North 00 Degrees 59 Minutes 01 Seconds East a distance of 68.13 feet to a point; Thence North 01 Degrees 07 Minutes 34 Seconds East a distance of 178.02 feet to a point; Thence North 04 Degrees 58 Minutes 36 Seconds East a distance of 79.21 feet to a point; Thence South 85 Degrees 01 Minutes 24 Seconds East a distance of 20.00 feet to a point; Thence South 04 Degrees 58 Minutes 36 Seconds West a distance of 68.30 feet to a point; Thence South 88 Degrees 12 Minutes 15 Seconds East a distance of 259.10 feet to a point; Thence South 01 Degrees 47 Minutes 45 Seconds West a distance of 20.00 feet to a point; Thence North 88 Degrees 12 Minutes 15 Seconds West a distance of 259.55 feet to a point; Thence South 01 Degrees 07 Minutes 34 Seconds West a distance of 157.67 feet to a point; Thence South 88 Degrees 09 Minutes 40 Seconds East a distance of 257.04 feet to a point; Thence South 01 Degrees 50 Minutes 20 Seconds West a distance of 20.00 feet to a point; Thence North 88 Degrees 09 Minutes 40 Seconds West a distance of 256.77 feet to a point; Thence South 00 Degrees 59 Minutes 01 Seconds West a distance of 78.20 feet to a point; Thence North 88 Degrees 21 Minutes 15 Seconds West a distance of 192.05 feet to a point; Thence South 02 Degrees 06 Minutes 51 Seconds West a distance of 81.48 feet to a point; Thence South 88 Degrees 35 Minutes 08 Seconds East a distance of 163.06 feet to a point; Thence South 88 Degrees 21 Minutes 54 Seconds East a distance of 283.31 feet to a point; Thence South 01 Degrees 38 Minutes 06 Seconds West a distance of 20.00 feet to a point; Thence North 88 Degrees 21 Minutes 54 Seconds West a distance of 283.28 feet to a point; Thence North 88 Degrees 35 Minutes 08 Seconds West a distance of 163.02 feet to a point; Thence South 00 Degrees 42 Minutes 01 Seconds West a distance of 180.15 feet to a point; Thence South 01 Degrees 42 Minutes 48 Seconds West a distance of 155.60 feet to a point; Thence South 89 Degrees 44 Minutes 25 Seconds East a distance of 155.35 feet to a point; Thence North 01 Degrees 30 Minutes 13 Seconds East a distance of 180.98 feet to a point; Thence South 88 Degrees 25 Minutes 46 Seconds East a distance of 286.07 feet to a point; Thence South 01 Degrees 34 Minutes 14 Seconds West a distance of 20.00 feet to a point; Thence North 88 Degrees 25 Minutes 46 Seconds West a distance of 266.04 feet to a point; Thence South 01 Degrees 30 Minutes 13 Seconds West a distance of 160.38 feet to a point; Thence North 89 Degrees 28 Minutes 34 Seconds East a distance of 61.56 feet to a point; Thence North 88 Degrees 57 Minutes 06 Seconds East a distance of 94.24 feet to a point; Thence South 68 Degrees 51 Minutes 31 Seconds East a distance of 46.69 feet to a point; Thence South 88 Degrees 55 Minutes 02 Seconds East a distance of 103.43 feet to a point; Thence North 01 Degrees 38 Minutes 43 Seconds East a distance of 109.27 feet to a point; Thence North 01 Degrees 13 Minutes 09 Seconds East a distance of 298.61 feet to a point; Thence North 01 Degrees 35 Minutes 40 Seconds East a distance of 308.11 feet to a point; Thence South 88 Degrees 24 Minutes 20 Seconds East a distance of 20.00 feet to a point; Thence South 01 Degrees 35 Minutes 40 Seconds West a distance of 308.05 feet to a point; Thence South 01 Degrees 13 Minutes 09 Seconds West a distance of 298.62 feet to a point; Thence South 01 Degrees 38 Minutes 43 Seconds West a distance of 109.40 feet to a point; Thence South 87 Degrees 27 Minutes 23 Seconds East a distance of 57.68 feet to a point; Thence South 02 Degrees 32 Minutes 37 Seconds West a distance of 20.00 feet to a point; Thence North 87 Degrees 27 Minutes 23 Seconds West a distance of 67.40 feet to a point; Thence North 88 Degrees 55 Minutes 02 Seconds West a distance of 104.98 feet to a point; Thence South 01 Degrees 05 Minutes 34 Seconds West a distance of 144.82 feet to a point; Thence North 88 Degrees 47 Minutes 22 Seconds West a distance of 113.80 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 86,539 Square Feet, 1.987 Acres.

GUNNIN SURVEY
141 Railroad Street, Suite 116
Canton, Georgia 30114
www.gunninsurvey.com
678.880.7502
Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY:	JMA
CHECKED BY:	AWG

PROJECT NO. **19122**

SHEET	OF
6	6

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0348 **Meeting Date:** 6/17/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of a Water Easement Dedication of 90,120 square feet to Fulton County, a political subdivision of the State of Georgia, from TPG AG EHC III (EMP) Multi State 1, LLC, for the purpose of constructing the Fernleaf Project at 1180 Upper Hembree Road, Alpharetta, Georgia 30076.

Requirement for Board Action
Board action is required pursuant to Article XXXIV.- Development Regulations, 34.4. 1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item *(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:

Scope of Work: The proposed Fernleaf Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed

consists of 90,120 square feet and is located in Land Lot(s) 550 & 553 of the 1st District, 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Fernleaf
Tax Parcel Identification No.: 12 223005500825
Land Disturbance Permit No.: WRN24-065
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only
Approval Date:
Initials: _____

WATER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON
This indenture entered into this 3rd day of April, 2026, between
TPG AG EHC III (EMP) MULTI STATE 1, LLC, a Delaware limited liability company, party of the first part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in land lot(s) 550 & 553 the 1st District, 2nd Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit: Fernleaf **[See Exhibit "A" attached hereto and made a part hereof]**

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said water line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in

For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said water line on both a routine and emergency basis.

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

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

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

GRANTOR:

TPG AG EHC III (EMP) Multi State 1, LLC, a Delaware limited liability company

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: _____
Steven S. Benson, Manager

Signed, sealed and delivered
As to Grantor:

Unofficial Witness: Wendy Stechel

Sworn to and subscribed before me this the 3 day of April, 2026

Jaime Marie Adams
Notary Public

(COMPANY SEAL)

OFFICIAL SEAL
JAIME MARIE ADAMS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 686280
My Comm. Expires July 1, 2029

My Commission Expires: 07-01-2029

EXHIBIT “A”

WATER EASEMENT EXHIBIT FOR:
FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025

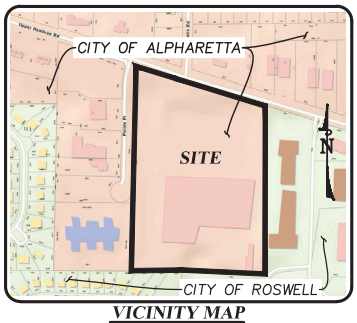
WATER EASEMENT CALL TABLE

LINE	BEARING	DISTANCE
WL1	S15°20'57"W	102.11'
WL2	S74°39'03"E	2.86'
WL3	S15°20'57"W	3.00'
WL4	N74°39'03"W	2.86'
WL5	S15°20'57"W	8.60'
WL6	S00°27'51"E	23.87'
WL7	S05°40'30"W	5.45'
WL8	S00°37'40"W	6.42'
WL9	S01°28'03"W	138.81'
WL10	S01°52'06"W	9.97'
WL11	S01°47'45"W	51.77'
WL12	S01°25'33"W	113.46'
WL13	S00°03'17"E	5.74'
WL14	S00°03'17"E	4.73'
WL15	S01°39'00"W	149.49'
WL16	S01°17'14"W	20.08'
WL17	S01°17'14"W	6.65'
WL18	S01°27'32"W	162.20'
WL19	S01°57'24"W	38.69'
WL20	S89°28'21"E	71.01'
WL21	S00°31'39"W	20.00'
WL22	N89°28'21"W	78.65'
WL23	S86°52'24"W	4.78'
WL24	N87°26'50"W	119.70'
WL25	N02°33'10"E	20.00'
WL26	S87°26'50"E	111.39'
WL27	N01°57'24"E	39.12'
WL28	N01°27'32"E	36.54'
WL29	N88°32'28"W	48.29'
WL30	N01°27'32"E	3.00'
WL31	S88°32'28"E	48.29'
WL32	N01°27'32"E	119.40'
WL33	N87°19'19"W	36.28'
WL34	N88°25'26"W	9.10'
WL35	S01°34'34"W	27.32'
WL36	N88°25'26"W	3.00'
WL37	N01°34'34"E	27.32'
WL38	N88°25'26"W	29.52'
WL39	S01°43'14"W	26.64'
WL40	N88°16'46"W	3.00'
WL41	N01°43'14"E	26.63'
WL42	N88°25'26"W	29.15'
WL43	S01°43'13"W	26.63'
WL44	N88°16'47"W	3.00'
WL45	N01°43'13"E	26.63'
WL46	N88°25'26"W	28.24'
WL47	S01°43'17"W	26.26'
WL48	N88°16'43"W	3.00'
WL49	N01°43'17"E	26.26'
WL50	N88°25'26"W	29.10'
WL51	S01°43'15"W	26.32'
WL52	N88°16'45"W	3.00'
WL53	N01°43'15"E	26.31'
WL54	N88°25'26"W	29.11'
WL55	S01°34'34"W	26.43'
WL56	N88°25'26"W	3.00'
WL57	N01°34'34"E	26.43'
WL58	N88°25'26"W	28.97'
WL59	S01°34'34"W	26.03'
WL60	N88°25'26"W	3.00'
WL61	N01°34'34"E	26.03'
WL62	N88°25'26"W	28.25'
WL63	S01°34'34"W	26.25'
WL64	N88°25'26"W	3.00'
WL65	N01°34'34"E	26.25'
WL66	N88°25'26"W	61.76'
WL67	S02°00'59"W	16.54'
WL68	S88°16'42"E	29.53'
WL69	S01°43'18"W	20.00'
WL70	N88°16'42"W	29.80'
WL71	S02°32'16"W	14.98'
WL72	S01°29'27"W	162.24'
WL73	N88°47'19"W	182.59'
WL74	N88°15'48"W	30.80'
WL75	N86°44'24"W	88.00'
WL76	N03°15'36"E	20.00'
WL77	S86°44'24"E	87.74'
WL78	S88°15'48"E	15.62'
WL79	N01°19'11"E	33.55'
WL80	N88°40'49"W	4.46'
WL81	N01°19'11"E	3.00'
WL82	S88°40'49"E	4.46'
WL83	N01°19'11"E	336.13'
WL84	N04°54'43"E	15.39'
WL85	N01°26'01"E	211.52'
WL86	N01°29'03"E	236.02'
WL87	N30°31'20"E	28.99'
WL88	S59°28'40"E	20.00'
WL89	S30°31'20"W	23.81'
WL90	S01°29'03"W	230.82'
WL91	S01°26'01"W	8.36'
WL92	S88°33'59"E	37.31'
WL93	S01°26'01"W	6.00'
WL94	N88°33'59"W	37.31'
WL95	S01°26'01"W	195.78'
WL96	S88°23'03"E	451.47'
WL97	S87°31'10"E	60.43'
WL98	N01°25'33"E	109.36'
WL99	N01°47'45"E	46.68'
WL100	N87°59'56"W	31.88'

FULTON COUNTY PERMIT NUMBER: WRN24-065
CITY OF ALPHARETTA PERMIT NUMBER: D240026
TAX PARCEL ID NUMBER: 12 223005500825

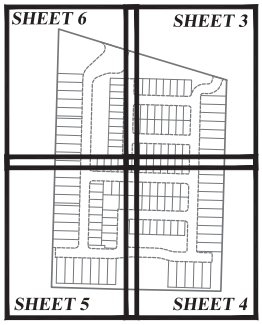
TOTAL AREA OF WATER EASEMENT = 2.069 ACRES

OWNER/DEVELOPER:
TPG AG EHC III (EMP) MULTI STATE 1, LLC
5775 GLENRIDGE DR.
BUILDING D, SUIT 350
ATLANTA, GEORGIA 30328
PHONE: 770.541.5250



VICINITY MAP
(PER FULTON COUNTY GIS-NOT TO SCALE)

SHEET KEY



UTILITY CROSSING W.L.E.

SEWER ENTERING EASEMENT	
STORM ENTERING EASEMENT	

HATCH LEGEND

WATER EASEMENT

LESS AND EXCEPT ONE

LESS AND EXCEPT TWO

ENCROACHMENT TABLE

SEWER PIPE	2,122 SQ. FT.
STORM PIPE	536 SQ. FT.
TOTAL	2,658 SQ. FT.

GEORGIA REGISTERED No. 2983 LAND SURVEYOR ALBERT GRAMLING

PW

GUNNIN SURVEY
141 Railroad Street, Suite 116
Canton, Georgia 30114
www.gunninsurvey.com
678.880.7502
Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY: JMA
CHECKED BY: AWG

PROJECT NO. **19122**

SHEET	OF
1	10

FILENAME: 19122 Upper Hembree – Final Plat & As-Builts.dwg PLOT DATE: 04.03.2026

WATER EASEMENT
CALL TABLE CONTINUED

LINE	BEARING	DISTANCE
WL101	S01°43'18"W	25.95'
WL102	N88°16'42"W	3.00'
WL103	N01°43'18"E	25.97'
WL104	N87°59'56"W	29.56'
WL105	S01°43'30"W	25.93'
WL106	N88°16'30"W	3.00'
WL107	N01°43'30"E	25.94'
WL108	N87°59'56"W	30.47'
WL109	S01°43'18"W	26.05'
WL110	N88°16'42"W	3.00'
WL111	N01°43'18"E	26.06'
WL112	N87°59'56"W	30.01'
WL113	S01°43'38"W	26.80'
WL114	N88°16'22"W	3.00'
WL115	N01°43'38"E	26.82'
WL116	N87°59'56"W	29.58'
WL117	S01°43'18"W	26.45'
WL118	N88°16'42"W	3.00'
WL119	N01°43'18"E	26.46'
WL120	N87°59'56"W	30.21'
WL121	S01°43'18"W	26.74'
WL122	N88°16'42"W	3.00'
WL123	N01°43'18"E	26.76'
WL124	N87°59'56"W	29.89'
WL125	S01°43'18"W	26.20'
WL126	N88°16'42"W	3.00'
WL127	N01°43'18"E	26.22'
WL128	N87°59'56"W	29.92'
WL129	S01°43'18"W	26.70'
WL130	N88°16'42"W	3.00'
WL131	N01°43'18"E	26.72'
WL132	N87°59'56"W	53.69'
WL133	S00°56'00"W	15.66'
WL134	S01°28'06"W	68.98'
WL135	N88°31'54"W	20.00'
WL136	N01°28'06"E	68.88'
WL137	N00°56'00"E	25.75'
WL138	N00°56'00"E	9.10'
WL139	N01°21'16"E	129.79'
WL140	N02°22'34"E	9.37'
WL141	N01°57'45"E	16.73'
WL142	N01°28'15"E	103.49'
WL143	S88°31'45"E	20.00'
WL144	S01°28'15"W	103.58'
WL145	S01°57'45"W	6.78'
WL146	S88°26'12"E	33.47'
WL147	S88°26'12"E	27.12'
WL148	N01°43'18"E	27.04'
WL149	S88°16'42"E	3.00'
WL150	S01°43'18"W	27.03'
WL151	S88°26'12"E	28.59'
WL152	N01°43'18"E	27.01'
WL153	S88°16'42"E	3.00'
WL154	S01°43'18"W	27.01'
WL155	S88°26'12"E	29.83'
WL156	N01°43'18"E	26.58'
WL157	S88°16'42"E	3.00'
WL158	S01°43'18"W	26.57'
WL159	S88°26'12"E	27.45'
WL160	N01°43'18"E	26.51'
WL161	S88°16'42"E	3.00'
WL162	S01°43'18"W	26.50'
WL163	S88°26'12"E	29.63'
WL164	N01°43'18"E	26.59'
WL165	S88°16'42"E	3.00'
WL166	S01°43'18"W	26.59'
WL167	S88°26'12"E	29.31'
WL168	N01°43'18"E	25.88'
WL169	S88°16'42"E	3.00'
WL170	S01°43'18"W	25.87'
WL171	S88°26'12"E	28.31'
WL172	N01°43'18"E	26.32'
WL173	S88°16'42"E	3.00'
WL174	S01°43'18"W	26.31'
WL175	S88°26'12"E	29.33'
WL176	N01°43'18"E	27.28'
WL177	S88°16'42"E	3.00'
WL178	S01°43'18"W	27.27'
WL179	S88°26'12"E	32.57'
WL180	N00°27'51"W	21.10'
WL181	N15°20'57"E	116.96'
WL182	S73°17'31"E	20.01'
WL183	S01°28'03"W	130.56'
WL184	N87°59'56"W	319.47'
WL185	N01°21'16"E	128.12'
WL186	S88°26'12"E	33.67'
WL187	S88°26'12"E	286.05'
WL188	S01°39'00"W	144.09'
WL189	S01°17'14"W	9.90'
WL190	N87°19'19"W	35.99'
WL191	N88°25'26"W	317.24'
WL192	S02°00'59"W	1.77'
WL193	N42°04'54"W	7.17'
WL194	S47°55'06"W	3.00'
WL195	S42°04'54"E	10.26'
WL196	S02°00'59"W	32.54'
WL197	S02°32'16"W	7.73'
WL198	S02°32'16"W	25.02'
WL199	S01°29'27"W	142.52'
WL200	N88°47'19"W	157.42'

WATER EASEMENT
CALL TABLE CONTINUED

LINE	BEARING	DISTANCE
WL201	N01°19'11"E	43.57'
WL202	S88°40'49"E	27.65'
WL203	N01°19'11"E	3.00'
WL204	N88°40'49"W	27.65'
WL205	N01°19'11"E	36.76'
WL206	S88°40'49"E	27.30'
WL207	N01°19'11"E	3.00'
WL208	N88°40'49"W	27.30'
WL209	N01°19'11"E	32.09'
WL210	S88°57'47"E	27.27'
WL211	N01°02'13"E	3.00'
WL212	N88°57'47"W	27.25'
WL213	N01°19'11"E	32.75'
WL214	S88°54'12"E	27.30'
WL215	N01°05'48"E	3.00'
WL216	N88°54'12"W	27.29'
WL217	N01°19'11"E	31.52'
WL218	S88°40'49"E	26.88'
WL219	N01°25'27"E	3.00'
WL220	N88°40'49"W	26.89'
WL221	N01°19'11"E	54.40'
WL222	S88°40'49"E	27.92'
WL223	N01°19'11"E	3.00'
WL224	N88°40'49"W	27.92'
WL225	N01°19'11"E	32.38'
WL226	S88°40'49"E	27.60'
WL227	N01°19'11"E	3.00'
WL228	N88°40'49"W	27.60'
WL229	N01°19'11"E	31.33'
WL230	S88°40'49"E	27.99'
WL231	N01°19'11"E	3.00'
WL232	N88°40'49"W	27.99'
WL233	N01°19'11"E	50.66'
WL234	S88°23'03"E	122.94'
WL235	S01°36'57"W	28.45'
WL236	S88°23'03"E	3.00'
WL237	N01°36'57"E	28.45'
WL238	S88°23'03"E	31.80'
WL239	S01°43'10"W	29.41'
WL240	S88°16'50"E	3.00'
WL241	N01°43'10"E	29.42'
WL242	S88°23'03"E	32.10'
WL243	S02°06'21"W	29.05'
WL244	S87°53'39"E	3.00'
WL245	N02°06'21"E	29.07'
WL246	S88°23'03"E	32.21'
WL247	S01°43'13"W	29.22'
WL248	S88°16'47"E	3.00'
WL249	N01°43'13"E	29.22'
WL250	S88°23'03"E	31.46'
WL251	S01°43'17"W	28.87'
WL252	S88°16'43"E	3.00'
WL253	N01°43'17"E	28.88'
WL254	S88°23'03"E	32.52'
WL255	S01°43'14"W	29.28'
WL256	S88°16'46"E	3.00'
WL257	N01°43'14"E	29.29'
WL258	S88°23'03"E	31.50'
WL259	S01°36'57"W	29.02'
WL260	S88°23'03"E	3.00'
WL261	N01°36'57"E	29.02'
WL262	S88°23'03"E	32.25'
WL263	S01°36'57"W	29.49'
WL264	S88°23'03"E	3.00'
WL265	N01°36'57"E	29.49'
WL266	S88°23'03"E	32.18'
WL267	S01°36'57"W	28.86'
WL268	S88°23'03"E	3.00'
WL269	N01°36'57"E	28.86'
WL270	S88°23'03"E	31.77'
WL271	S01°36'57"W	29.53'
WL272	S88°23'03"E	3.00'
WL273	N01°36'57"E	29.53'
WL274	S88°23'03"E	11.47'
WL275	S87°31'10"E	20.70'
WL276	S02°28'50"W	29.00'
WL277	S87°31'10"E	3.00'
WL278	N02°28'50"E	29.00'
WL279	S87°31'10"E	37.20'

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Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY: JMA
CHECKED BY: AWG

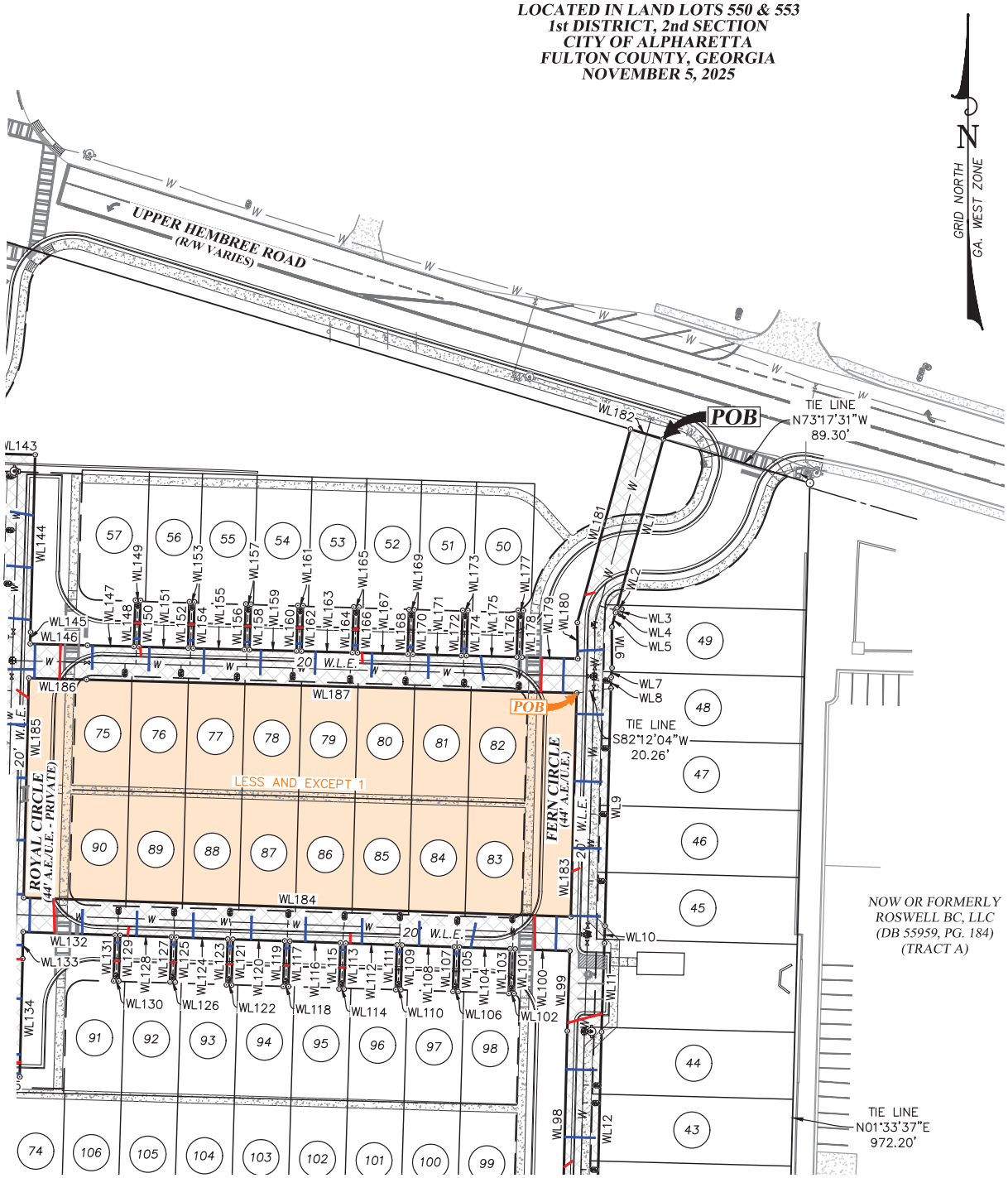
PROJECT NO. **19122**

SHEET	OF
2	**10**

WATER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025



GEORGIA REGISTERED No. 3983 LAND SURVEYOR ALBERT GRAMLING

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1"=60'
SCALE IN FEET

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Canton, Georgia 30114
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DRAWN BY: JMA
CHECKED BY: AWG

PROJECT NO. **19122**

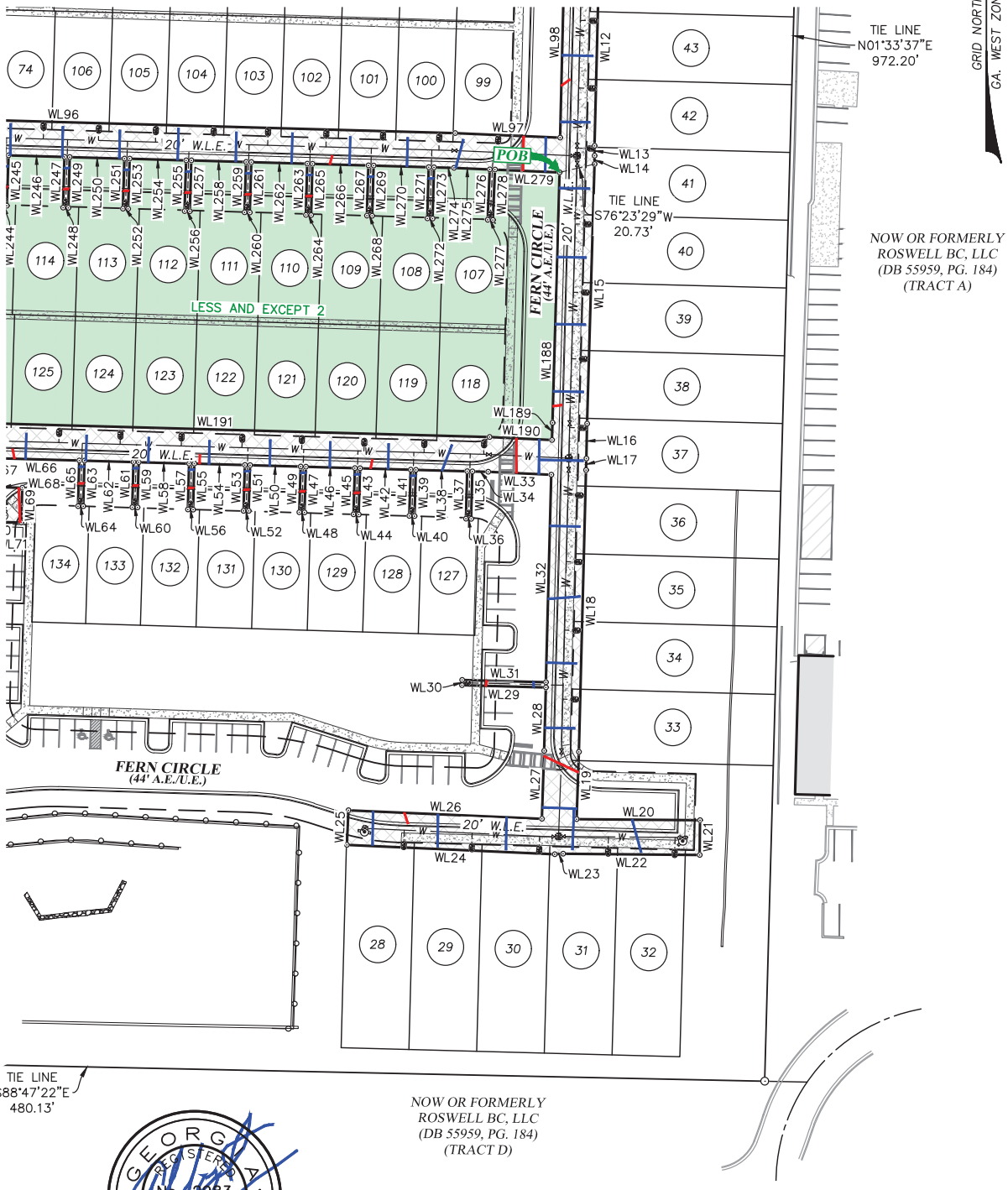
SHEET	OF
3	**10**

FILENAME: 19122 Upper Hembree – Final Plat & As-Builts.dwg PLOT DATE: 04.03.2026

WATER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025



GEORGIA REGISTERED
No. 2983
LAND SURVEYOR
ALBERT GRAMLING

60 0 60 120
1"=60'
SCALE IN FEET

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CHECKED BY:	AWG

PROJECT NO. **19122**

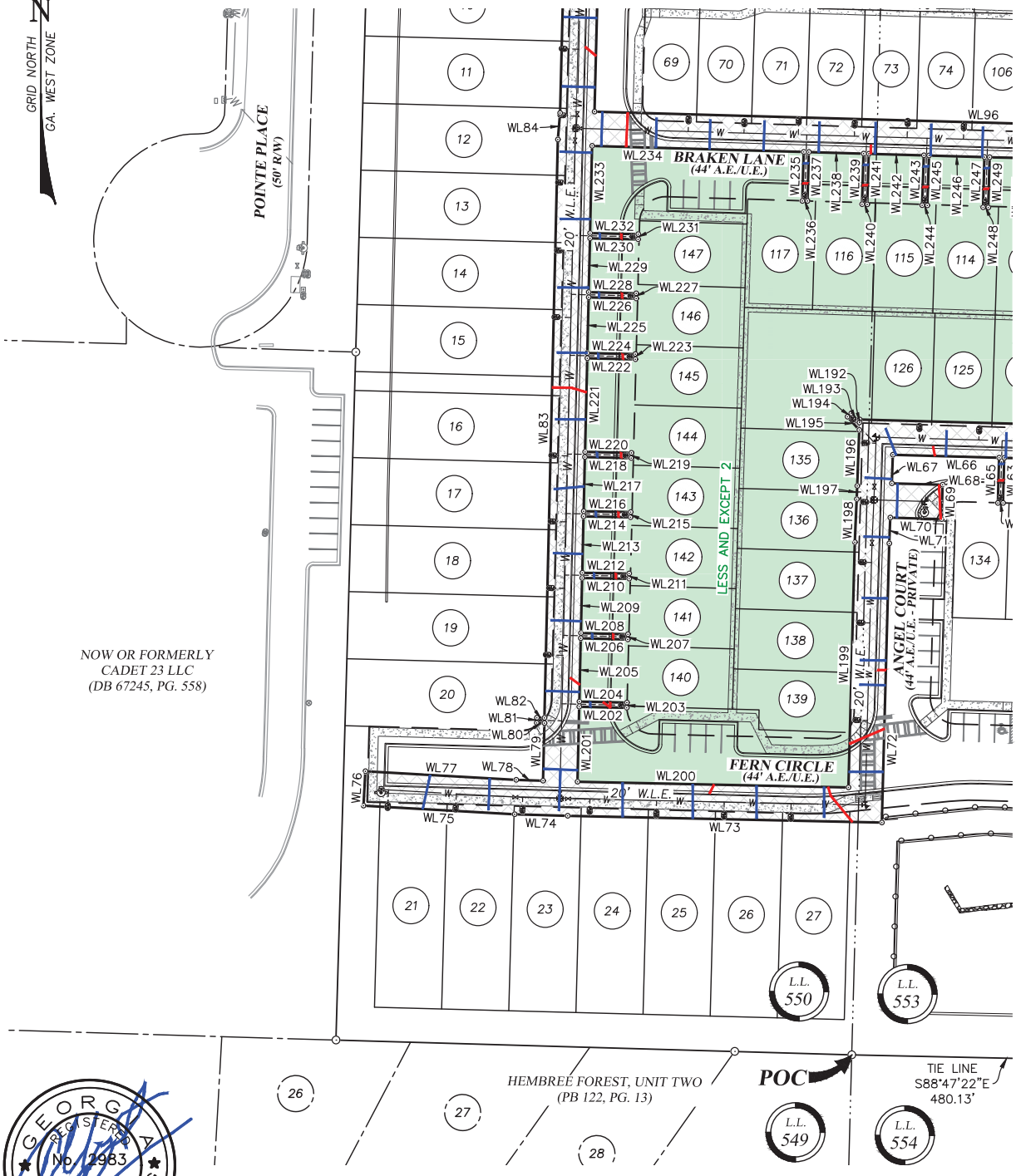
SHEET	OF
4	**10**

FILENAME: 19122 Upper Hembree – Final Plat & As-Builts.dwg PLOT DATE: 04.03.2026

WATER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025



GEORGIA REGISTERED No. 2983 LAND SURVEYOR ALBERT GRAMLING

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DRAWN BY:	JMA
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PROJECT NO.	19122

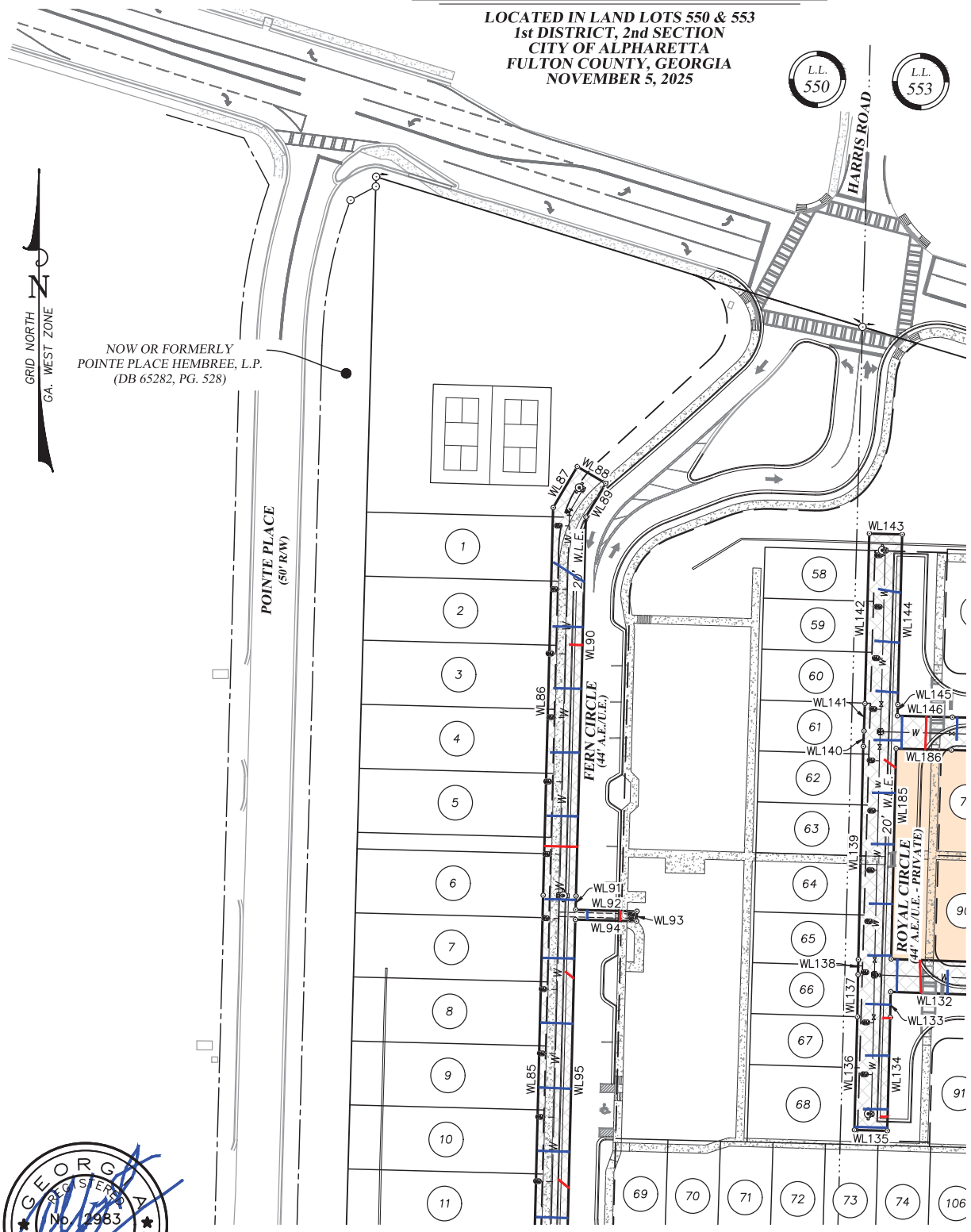
SHEET	OF
5	10

FILENAME: 19122 Upper Hembree – Final Plat & As-Builts.dwg PLOT DATE: 04.03.2026

WATER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025



GEORGIA REGISTERED No. 2983 LAND SURVEYOR ALBERT GRAMLING

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1"=60'
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DRAWN BY:	JMA
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PROJECT NO.	19122

SHEET	OF
6	10

FILENAME: 19122 Upper Hembree – Final Plat & As-Builts.dwg PLOT DATE: 04.03.2026

WATER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025

LEGAL DESCRIPTION, WATER EASEMENT EXHIBIT

All that tract or parcel of land lying and being in Land Lots 550 and 553 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE from a 1" rebar found at the intersection of Land Lots 549, 550, 553, and 554 South 88 Degrees 47 Minutes 22 Seconds East 480.13 feet to a 1/2" rebar found; Thence North 01 Degrees 33 Minutes 37 Seconds East 972.20 feet to a 1/2" rebar set along the southern right-of-way of Upper Hembree Road (variable width right-of-way); Thence North 73 Degrees 17 Minutes 31 Seconds West 89.30 feet to a point along said right-of-way; said point being the TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

Thence leaving said right-of-way South 15 Degrees 20 Minutes 57 Seconds West a distance of 102.11 feet to a point; Thence South 74 Degrees 39 Minutes 03 Seconds East a distance of 2.86 feet to a point; Thence South 15 Degrees 20 Minutes 57 Seconds West a distance of 3.00 feet to a point; Thence North 74 Degrees 39 Minutes 03 Seconds West a distance of 2.86 feet to a point; Thence South 15 Degrees 20 Minutes 57 Seconds West a distance of 8.60 feet to a point; Thence South 00 Degrees 27 Minutes 51 Seconds East a distance of 23.87 feet to a point; Thence South 05 Degrees 40 Minutes 30 Seconds West a distance of 5.45 feet to a point; Thence South 00 Degrees 37 Minutes 40 Seconds West a distance of 6.42 feet to a point; Thence South 01 Degrees 28 Minutes 03 Seconds West a distance of 138.81 feet to a point; Thence South 01 Degrees 52 Minutes 06 Seconds West a distance of 9.97 feet to a point; Thence South 01 Degrees 47 Minutes 45 Seconds West a distance of 51.77 feet to a point; Thence South 01 Degrees 25 Minutes 33 Seconds West a distance of 113.46 feet to a point; Thence South 00 Degrees 03 Minutes 17 Seconds East a distance of 5.74 feet to a point; Thence South 00 Degrees 03 Minutes 17 Seconds East a distance of 4.73 feet to a point; Thence South 01 Degrees 39 Minutes 00 Seconds West a distance of 149.49 feet to a point; Thence South 01 Degrees 17 Minutes 14 Seconds West a distance of 20.08 feet to a point; Thence South 01 Degrees 17 Minutes 14 Seconds West a distance of 6.65 feet to a point; Thence South 01 Degrees 27 Minutes 32 Seconds West a distance of 162.20 feet to a point; Thence South 01 Degrees 57 Minutes 24 Seconds West a distance of 38.69 feet to a point; Thence South 89 Degrees 28 Minutes 21 Seconds East a distance of 71.01 feet to a point; Thence South 00 Degrees 31 Minutes 39 Seconds West a distance of 20.00 feet to a point; Thence North 89 Degrees 28 Minutes 21 Seconds West a distance of 78.65 feet to a point; Thence South 86 Degrees 52 Minutes 24 Seconds West a distance of 4.78 feet to a point; Thence North 87 Degrees 26 Minutes 50 Seconds West a distance of 119.70 feet to a point; Thence North 02 Degrees 33 Minutes 10 Seconds East a distance of 20.00 feet to a point; Thence South 87 Degrees 26 Minutes 50 Seconds East a distance of 111.39 feet to a point; Thence North 01 Degrees 57 Minutes 24 Seconds East a distance of 39.12 feet to a point; Thence North 01 Degrees 27 Minutes 32 Seconds East a distance of 36.54 feet to a point; Thence North 88 Degrees 32 Minutes 28 Seconds West a distance of 48.29 feet to a point; Thence North 01 Degrees 27 Minutes 32 Seconds East a distance of 3.00 feet to a point; Thence South 88 Degrees 32 Minutes 28 Seconds East a distance of 48.29 feet to a point; Thence North 01 Degrees 27 Minutes 32 Seconds East a distance of 119.40 feet to a point; Thence North 87 Degrees 19 Minutes 19 Seconds West a distance of 36.28 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 9.10 feet to a point; Thence South 01 Degrees 34 Minutes 34 Seconds West a distance of 27.32 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 34 Minutes 34 Seconds East a distance of 27.32 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 29.52 feet to a point; Thence South 01 Degrees 43 Minutes 14 Seconds West a distance of 26.64 feet to a point; Thence North 88 Degrees 16 Minutes 46 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 14 Seconds East a distance of 26.63 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 29.15 feet to a point; Thence South 01 Degrees 43 Minutes 13 Seconds West a distance of 26.63 feet to a point; Thence North 88 Degrees 16 Minutes 47 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 13 Seconds East a distance of 26.63 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 28.24 feet to a point; Thence South 01 Degrees 43 Minutes 17 Seconds West a distance of 26.26 feet to a point; Thence North 88 Degrees 16 Minutes 43 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 17 Seconds East a distance of 26.26 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 29.10 feet to a point; Thence South 01 Degrees 43 Minutes 15 Seconds West a distance of 26.32 feet to a point; Thence North 88 Degrees 16 Minutes 45 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 15 Seconds East a distance of 26.31 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 29.11 feet to a point; Thence South 01 Degrees 34 Minutes 34 Seconds West a distance of 26.43 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 34 Minutes 34 Seconds East a distance of 26.43 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 28.97 feet to a point; Thence South 01 Degrees 34 Minutes 34 Seconds West a distance of 26.03 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 34 Minutes 34 Seconds East a distance of 26.03 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 28.25 feet to a point; Thence South 01 Degrees 34 Minutes 34 Seconds West a distance of 26.25 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 34 Minutes 34 Seconds East a distance of 26.25 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 61.76 feet to a point; Thence South 02 Degrees 00 Minutes 59 Seconds West a distance of 16.54 feet to a point; Thence South 88 Degrees 16 Minutes 42 Seconds East a distance of 29.53 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 20.00 feet to a point; Thence North 88 Degrees 16 Minutes 42 Seconds West a distance of 29.80 feet to a point; Thence South 02 Degrees 32 Minutes 16 Seconds West a distance of 14.98 feet to a point; Thence South 01 Degrees 29 Minutes 27 Seconds West a distance of 162.24 feet to a point; Thence North 88 Degrees 47 Minutes 19 Seconds West a distance of 182.59 feet to a point; Thence North 88 Degrees 15 Minutes 48 Seconds West a distance of 30.80 feet to a point; Thence North 86 Degrees 44 Minutes 24 Seconds West a distance of 88.00 feet to a point; Thence North 03 Degrees 15 Minutes 36 Seconds East a distance of 20.00 feet to a point; Thence South 86 Degrees 44 Minutes 24 Seconds East a distance of 87.74 feet to a point; Thence South 88 Degrees 15 Minutes 48 Seconds East a distance of 15.62 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 33.55 feet to a point; Thence North 88 Degrees 40 Minutes 49 Seconds West a distance of 4.46 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 3.00 feet to a point; Thence South 88 Degrees 40 Minutes 49 Seconds East a distance of 4.46 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 336.13 feet to a point; Thence North 04 Degrees 54 Minutes 43 Seconds East a distance of 15.39 feet to a point; Thence North 01 Degrees 26 Minutes 01 Seconds East a distance of 211.52 feet to a point; Thence North 01 Degrees 29 Minutes 03 Seconds East a distance of 236.02 feet to a point; Thence North 30 Degrees 31 Minutes 20 Seconds East a distance of 28.99 feet to a point; Thence South 59 Degrees 28 Minutes 40 Seconds East a distance of 20.00 feet to a point; Thence South 30 Degrees 31 Minutes 20 Seconds West a distance of 23.81 feet to a point; Thence South 01 Degrees 29 Minutes 03 Seconds West a distance of 230.82 feet to a point; Thence South 01 Degrees 26 Minutes 01 Seconds West a distance of 8.36 feet to a point; Thence South 88 Degrees 33 Minutes 59 Seconds East a distance of 37.31 feet to a point; Thence South 01 Degrees 26 Minutes 01 Seconds West a distance of 6.00 feet to a point; Thence North 88 Degrees 33 Minutes 59 Seconds West a distance of 37.31 feet to a point; Thence South 01 Degrees 26 Minutes 01 Seconds West a distance of 195.78 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 451.47 feet to a point; Thence South 87 Degrees 31 Minutes 10 Seconds East a distance of 60.43 feet to a point; Thence North 01 Degrees 25 Minutes 33 Seconds East a distance of 109.36 feet to a point; Thence North 01 Degrees 47 Minutes 45 Seconds East a distance of 46.68 feet to a point; Thence North 87 Degrees 59 Minutes 56 Seconds West a distance of 31.88 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 25.95 feet to a point; Thence North 88 Degrees 16 Minutes 42 Seconds West a distance of 3.00 feet to a point;

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Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY:	JMA
CHECKED BY:	AWG
PROJECT NO.	19122
SHEET	OF
7	10

FILENAME: 19122 Upper Hembree – Final Plat & As-Builts.dwg PLOT DATE: 04.03.2026

WATER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025

LEGAL DESCRIPTION, WATER EASEMENT EXHIBIT (CONTINUED)

Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 25.97 feet to a point; Thence North 87 Degrees 59 Minutes 56 Seconds West a distance of 29.56 feet to a point; Thence South 01 Degrees 43 Minutes 30 Seconds West a distance of 25.93 feet to a point; Thence North 88 Degrees 16 Minutes 30 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 30 Seconds East a distance of 25.94 feet to a point; Thence North 87 Degrees 59 Minutes 56 Seconds West a distance of 30.47 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 26.05 feet to a point; Thence North 88 Degrees 16 Minutes 42 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 26.06 feet to a point; Thence North 87 Degrees 59 Minutes 56 Seconds West a distance of 30.01 feet to a point; Thence South 01 Degrees 43 Minutes 38 Seconds West a distance of 26.80 feet to a point; Thence North 88 Degrees 16 Minutes 22 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 38 Seconds East a distance of 26.82 feet to a point; Thence North 87 Degrees 59 Minutes 56 Seconds West a distance of 29.58 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 26.45 feet to a point; Thence North 88 Degrees 16 Minutes 42 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 26.46 feet to a point; Thence North 87 Degrees 59 Minutes 56 Seconds West a distance of 30.21 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 26.74 feet to a point; Thence North 88 Degrees 16 Minutes 42 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 26.76 feet to a point; Thence North 87 Degrees 59 Minutes 56 Seconds West a distance of 29.89 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 26.20 feet to a point; Thence North 88 Degrees 16 Minutes 42 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 26.22 feet to a point; Thence North 87 Degrees 59 Minutes 56 Seconds West a distance of 29.92 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 26.70 feet to a point; Thence North 88 Degrees 16 Minutes 42 Seconds West a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 26.72 feet to a point; Thence North 87 Degrees 59 Minutes 56 Seconds West a distance of 53.69 feet to a point; Thence South 00 Degrees 56 Minutes 00 Seconds West a distance of 15.66 feet to a point; Thence South 01 Degrees 28 Minutes 06 Seconds West a distance of 68.98 feet to a point; Thence North 88 Degrees 31 Minutes 54 Seconds West a distance of 20.00 feet to a point; Thence North 01 Degrees 28 Minutes 06 Seconds East a distance of 68.88 feet to a point; Thence North 00 Degrees 56 Minutes 00 Seconds East a distance of 25.75 feet to a point; Thence North 00 Degrees 56 Minutes 00 Seconds East a distance of 9.10 feet to a point; Thence North 01 Degrees 21 Minutes 16 Seconds East a distance of 129.79 feet to a point; Thence North 02 Degrees 22 Minutes 34 Seconds East a distance of 9.37 feet to a point; Thence North 01 Degrees 57 Minutes 45 Seconds East a distance of 16.73 feet to a point; Thence North 01 Degrees 28 Minutes 15 Seconds East a distance of 103.49 feet to a point; Thence South 88 Degrees 31 Minutes 45 Seconds East a distance of 20.00 feet to a point; Thence South 01 Degrees 28 Minutes 15 Seconds West a distance of 103.58 feet to a point; Thence South 01 Degrees 57 Minutes 45 Seconds West a distance of 6.78 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 33.47 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 27.12 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 27.04 feet to a point; Thence South 88 Degrees 16 Minutes 42 Seconds East a distance of 3.00 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 27.03 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 28.59 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 27.01 feet to a point; Thence South 88 Degrees 16 Minutes 42 Seconds East a distance of 3.00 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 27.01 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 29.83 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 26.58 feet to a point; Thence South 88 Degrees 16 Minutes 42 Seconds East a distance of 3.00 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 26.57 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 27.45 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 26.51 feet to a point; Thence South 88 Degrees 16 Minutes 42 Seconds East a distance of 3.00 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 26.50 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 29.63 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 26.59 feet to a point; Thence South 88 Degrees 16 Minutes 42 Seconds East a distance of 3.00 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 26.59 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 29.31 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 25.88 feet to a point; Thence South 88 Degrees 16 Minutes 42 Seconds East a distance of 3.00 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 25.87 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 28.31 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 26.32 feet to a point; Thence South 88 Degrees 16 Minutes 42 Seconds East a distance of 3.00 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 26.31 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 29.33 feet to a point; Thence North 01 Degrees 43 Minutes 18 Seconds East a distance of 27.28 feet to a point; Thence South 88 Degrees 16 Minutes 42 Seconds East a distance of 3.00 feet to a point; Thence South 01 Degrees 43 Minutes 18 Seconds West a distance of 27.27 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 32.57 feet to a point; Thence North 00 Degrees 27 Minutes 51 Seconds West a distance of 21.10 feet to a point; Thence North 15 Degrees 20 Minutes 57 Seconds East a distance of 116.96 feet to a point along the southern right-of-way of Upper Hembree Road (variable width right-of-way); Thence along said right-of-way South 73 Degrees 17 Minutes 31 Seconds East a distance of 20.01 feet to a point, said point being the TRUE POINT OF BEGINNING.

LESS AND EXCEPT ONE

All that tract or parcel of land lying and being in Land Lot 553 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE from a 1" rebar found at the intersection of Land Lots 549, 550, 553, and 554 South 88 Degrees 47 Minutes 22 Seconds East 480.13 feet to a 1/2" rebar found; Thence North 01 Degrees 33 Minutes 37 Seconds East 972.20 feet to a 1/2" rebar set along the southern right-of-way of Upper Hembree Road (variable width right-of-way); Thence North 73 Degrees 17 Minutes 31 Seconds West 89.30 feet to a point along said right-of-way; Thence leaving said right-of-way South 15 Degrees 20 Minutes 57 Seconds West a distance of 102.11 feet to a point; Thence South 74 Degrees 39 Minutes 03 Seconds East a distance of 2.86 feet to a point; Thence South 15 Degrees 20 Minutes 57 Seconds West a distance of 3.00 feet to a point; Thence North 74 Degrees 39 Minutes 03 Seconds West a distance of 2.86 feet to a point; Thence South 15 Degrees 20 Minutes 57 Seconds West a distance of 8.60 feet to a point; Thence South 00 Degrees 27 Minutes 51 Seconds East a distance of 23.87 feet to a point; Thence South 05 Degrees 40 Minutes 30 Seconds West a distance of 5.45 feet to a point; Thence South 00 Degrees 37 Minutes 40 Seconds West a distance of 6.42 feet to a point; Thence South 82 Degrees 12 Minutes 04 Seconds West a distance of 20.26 feet to a point, said point being the TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

Thence South 01 Degrees 28 Minutes 03 Seconds West a distance of 130.56 feet to a point; Thence North 87 Degrees 59 Minutes 56 Seconds West a distance of 319.47 feet to a point; Thence North 01 Degrees 21 Minutes 16 Seconds East a distance of 128.12 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 33.67 feet to a point; Thence South 88 Degrees 26 Minutes 12 Seconds East a distance of 286.05 feet to a point, said point being the TRUE POINT OF BEGINNING.

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SHEET	OF
8	10

FILENAME: 19122 Upper Hembree – Final Plat & As-Builts.dwg PLOT DATE: 04.03.2026

WATER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025

LEGAL DESCRIPTION, WATER EASEMENT EXHIBIT (CONTINUED)

LESS AND EXCEPT TWO

All that tract or parcel of land lying and being in Land Lots 550 and 553 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE from a 1" rebar found at the intersection of Land Lots 549, 550, 553, and 554 South 88 Degrees 47 Minutes 22 Seconds East 480.13 feet to a 1/2" rebar found; Thence North 01 Degrees 33 Minutes 37 Seconds East 972.20 feet to a 1/2" rebar set along the southern right-of-way of Upper Hembree Road (variable width right-of-way); Thence North 73 Degrees 17 Minutes 31 Seconds West 89.30 feet to a point along said right-of-way; Thence leaving said right-of-way South 15 Degrees 20 Minutes 57 Seconds West a distance of 102.11 feet to a point; Thence South 74 Degrees 39 Minutes 03 Seconds East a distance of 2.86 feet to a point; Thence South 15 Degrees 20 Minutes 57 Seconds West a distance of 3.00 feet to a point; Thence North 74 Degrees 39 Minutes 03 Seconds West a distance of 2.86 feet to a point; Thence South 15 Degrees 20 Minutes 57 Seconds West a distance of 8.60 feet to a point; Thence South 00 Degrees 27 Minutes 51 Seconds East a distance of 23.87 feet to a point; Thence South 05 Degrees 40 Minutes 30 Seconds West a distance of 5.45 feet to a point; Thence South 00 Degrees 37 Minutes 40 Seconds West a distance of 6.42 feet to a point; Thence South 01 Degrees 28 Minutes 03 Seconds West a distance of 138.81 feet to a point; Thence South 01 Degrees 52 Minutes 06 Seconds West a distance of 9.97 feet to a point; Thence South 01 Degrees 47 Minutes 45 Seconds West a distance of 51.77 feet to a point; Thence South 01 Degrees 25 Minutes 33 Seconds West a distance of 113.46 feet to a point; Thence South 00 Degrees 03 Minutes 17 Seconds East a distance of 5.74 feet to a point; Thence South 00 Degrees 03 Minutes 17 Seconds East a distance of 4.73 feet to a point; Thence South 76 Degrees 23 Minutes 29 Seconds West a distance of 20.73 feet to a point, said point being the TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

Thence South 01 Degrees 39 Minutes 00 Seconds West a distance of 144.09 feet to a point; Thence South 01 Degrees 17 Minutes 14 Seconds West a distance of 9.90 feet to a point; Thence North 87 Degrees 19 Minutes 19 Seconds West a distance of 35.99 feet to a point; Thence North 88 Degrees 25 Minutes 26 Seconds West a distance of 317.24 feet to a point; Thence South 02 Degrees 00 Minutes 59 Seconds West a distance of 1.77 feet to a point; Thence North 42 Degrees 04 Minutes 54 Seconds West a distance of 7.17 feet to a point; Thence South 47 Degrees 55 Minutes 06 Seconds West a distance of 3.00 feet to a point; Thence South 42 Degrees 04 Minutes 54 Seconds East a distance of 10.26 feet to a point; Thence South 02 Degrees 00 Minutes 59 Seconds West a distance of 32.54 feet to a point; Thence South 02 Degrees 32 Minutes 16 Seconds West a distance of 7.73 feet to a point; Thence South 02 Degrees 32 Minutes 16 Seconds West a distance of 25.02 feet to a point; Thence South 01 Degrees 29 Minutes 27 Seconds West a distance of 142.52 feet to a point; Thence North 88 Degrees 47 Minutes 19 Seconds West a distance of 157.42 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 43.57 feet to a point; Thence South 88 Degrees 40 Minutes 49 Seconds East a distance of 27.65 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 3.00 feet to a point; Thence North 88 Degrees 40 Minutes 49 Seconds West a distance of 27.65 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 36.76 feet to a point; Thence South 88 Degrees 40 Minutes 49 Seconds East a distance of 27.30 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 3.00 feet to a point; Thence North 88 Degrees 40 Minutes 49 Seconds West a distance of 27.30 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 32.09 feet to a point; Thence South 88 Degrees 57 Minutes 47 Seconds East a distance of 27.27 feet to a point; Thence North 01 Degrees 02 Minutes 13 Seconds East a distance of 3.00 feet to a point; Thence North 88 Degrees 57 Minutes 47 Seconds West a distance of 27.25 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 32.75 feet to a point; Thence South 88 Degrees 54 Minutes 12 Seconds East a distance of 27.30 feet to a point; Thence North 01 Degrees 05 Minutes 48 Seconds East a distance of 3.00 feet to a point; Thence North 88 Degrees 54 Minutes 12 Seconds West a distance of 27.29 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 31.52 feet to a point; Thence South 88 Degrees 40 Minutes 49 Seconds East a distance of 26.88 feet to a point; Thence North 01 Degrees 25 Minutes 27 Seconds East a distance of 3.00 feet to a point; Thence North 88 Degrees 40 Minutes 49 Seconds West a distance of 26.89 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 54.40 feet to a point; Thence South 88 Degrees 40 Minutes 49 Seconds East a distance of 27.92 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 3.00 feet to a point; Thence North 88 Degrees 40 Minutes 49 Seconds West a distance of 27.92 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 32.38 feet to a point; Thence South 88 Degrees 40 Minutes 49 Seconds East a distance of 27.60 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 3.00 feet to a point; Thence North 88 Degrees 40 Minutes 49 Seconds West a distance of 27.60 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 31.33 feet to a point; Thence South 88 Degrees 40 Minutes 49 Seconds East a distance of 27.99 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 3.00 feet to a point; Thence North 88 Degrees 40 Minutes 49 Seconds West a distance of 27.99 feet to a point; Thence North 01 Degrees 19 Minutes 11 Seconds East a distance of 50.66 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 122.94 feet to a point; Thence South 01 Degrees 36 Minutes 57 Seconds West a distance of 28.45 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 3.00 feet to a point; Thence North 01 Degrees 36 Minutes 57 Seconds East a distance of 28.45 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 31.80 feet to a point; Thence South 01 Degrees 43 Minutes 10 Seconds West a distance of 29.41 feet to a point; Thence South 88 Degrees 16 Minutes 50 Seconds East a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 10 Seconds East a distance of 29.42 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 32.10 feet to a point; Thence South 02 Degrees 06 Minutes 21 Seconds West a distance of 29.05 feet to a point; Thence South 87 Degrees 53 Minutes 39 Seconds East a distance of 3.00 feet to a point; Thence North 02 Degrees 06 Minutes 21 Seconds East a distance of 29.07 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 32.21 feet to a point; Thence South 01 Degrees 43 Minutes 13 Seconds West a distance of 29.22 feet to a point; Thence South 88 Degrees 16 Minutes 47 Seconds East a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 13 Seconds East a distance of 29.22 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 31.46 feet to a point; Thence South 01 Degrees 43 Minutes 17 Seconds West a distance of 28.87 feet to a point; Thence South 88 Degrees 16 Minutes 43 Seconds East a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 17 Seconds East a distance of 28.88 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 32.52 feet to a point; Thence South 01 Degrees 43 Minutes 14 Seconds West a distance of 29.28 feet to a point; Thence South 88 Degrees 16 Minutes 46 Seconds East a distance of 3.00 feet to a point; Thence North 01 Degrees 43 Minutes 14 Seconds East a distance of 29.29 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 31.50 feet to a point; Thence South 01 Degrees 36 Minutes 57 Seconds West a distance of 29.02 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 3.00 feet to a point; Thence North 01 Degrees 36 Minutes 57 Seconds East a distance of 29.02 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 32.25 feet to a point; Thence South 01 Degrees 36 Minutes 57 Seconds West a distance of 29.49 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 3.00 feet to a point; Thence North 01 Degrees 36 Minutes 57 Seconds East a distance of 29.49 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 32.18 feet to a point; Thence South 01 Degrees 36 Minutes 57 Seconds West a distance of 28.86 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 3.00 feet to a point; Thence North 01 Degrees 36 Minutes 57 Seconds East a distance of 28.86 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 31.77 feet to a point;

GEORGIA REGISTERED No. 3083 LAND SURVEYOR ALBERT GRAMLING

GUNNIN SURVEY

141 Railroad Street, Suite 116
Canton, Georgia 30114

www.gunninsurvey.com
678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY:	JMA
CHECKED BY:	AWG
PROJECT NO.	19122
SHEET	OF
9	10

WATER EASEMENT EXHIBIT FOR:

FERNLEAF PARK

LOCATED IN LAND LOTS 550 & 553
1st DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 5, 2025

LEGAL DESCRIPTION, WATER EASEMENT EXHIBIT (CONTINUED)

Thence South 01 Degrees 36 Minutes 57 Seconds West a distance of 29.53 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 3.00 feet to a point; Thence North 01 Degrees 36 Minutes 57 Seconds East a distance of 29.53 feet to a point; Thence South 88 Degrees 23 Minutes 03 Seconds East a distance of 11.47 feet to a point; Thence South 87 Degrees 31 Minutes 10 Seconds East a distance of 20.70 feet to a point; Thence South 02 Degrees 28 Minutes 50 Seconds West a distance of 29.00 feet to a point; Thence South 87 Degrees 31 Minutes 10 Seconds East a distance of 3.00 feet to a point; Thence North 02 Degrees 28 Minutes 50 Seconds East a distance of 29.00 feet to a point; Thence South 87 Degrees 31 Minutes 10 Seconds East a distance of 37.20 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 90,120 Square Feet, 2.069 Acres.

GEORGIA REGISTERED No. 3983 LAND SURVEYOR ALBERT GRAMLING

GUNNIN SURVEY

141 Railroad Street, Suite 116
Canton, Georgia 30114

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678.880.7502

Georgia LSF 001033 - Gunnin Land Surveying, LLC

DRAWN BY:	JMA
CHECKED BY:	AWG
PROJECT NO.	19122

SHEET	OF
10	10

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0349 **Meeting Date:** 6/17/2026

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Ratification of May 2026 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 May 2026 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period May 1, 2026 - May 31, 2026.

Fulton County departments report on the following grants activity:

- Applications Submitted/Pending: _6_ ($2,671,063.80 + $0.00 Cash Match)
- Applications Awarded: __3__ ($556,718.00 + $184,478.50 Cash Match)

The following Strategic Priority Areas are Impacted by May 2026 grant applications:

- Justice and Safety
- Health and Human Services
- Infrastructure and Economic Development

The Fulton County May 2026 Grants Activity Report (GAR)-Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through May 31, 2026. Fulton County departments report on the following grants activity:

- Total Applications Submitted/Pending: _28 ($56,693,121.00 + $0.00 Cash Match)
- Total Applications Awarded: _16_ ($8,7625,163.92 + $403,840.50 Cash Match)
- Total Grant Applications Denied: _0__ ($0.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the May 2026 Grants Activity Report (GAR).

FULTON COUNTY FY2026
GRANTS ACTIVITY REPORT
May 2026

Presented to:
Fulton County Board of Commissioners
Wednesday, June 17, 2026
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division

FULTON COUNTY

Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

May 1, 2026 - May 31, 2026

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 FY2026 May 2026 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 May 1, 2026 Through May 31, 2026 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
Superior Court	Criminal Justice Coordinating Council	Georgia Behavior Health and Development Disabilities MOA Grant Funds	Request approval to accept a repeat grant from the Criminal Justice Coordinating Council in the amount of $43,100.00. The grant will support the Superior Court's Drug Program by funding Transitional Housing for the Accountability Court Programs. The grant period is from July 1, 2026, through June 30, 2027. No County Cash Match	$ 43,100.00	$ -	Awarded	$ 43,100.00
			Subtotal:	**$ 43,100.00**	**$ -**		
HEALTH AND HUMAN SERVICES							
Behavioral Health and Developmental Disabilities	Georgia Department of Behavioral Health & Developmental Disabilities	Behavioral Health Services	Request approval to apply and accept a repeat grant from Georgia Department of Behavioral Health & Developmental Disabilities in the amount of $226,561.00. Funding will provide administrative assistance with management of the Community Behavioral Health Network services, that serve resources to eligible Fulton County adults and adolescents. The grant period is from July 1, 2026 through June 30, 2027. No County Cash Match	$ 226,561.00	$ -	Pending	$ 226,561.00
Behavioral Health and Developmental Disabilities	State of Georgia Department of Behavioral Health & Developmental Disabilities	Medicaid Fee-for-Service Contract	Request approval to apply and accept a repeat fee for services award from the State of Georgia Department of Behavioral Health & Developmental Disabilities. The Intellectual and Development Disabilities 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 grant period is from July 1, 2026 through June 30, 2027. Services are based on need, and the County is reimbursed as services are provided. The contract amount per person will not exceed $19,180.80. No County Cash Match	$ 19,180.80	$ -	Pending	$ 19,180.80
Behavioral Health and Developmental Disabilities	Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD)	Behavioral Health Services (HIV)	Request approval to apply and accept a repeat grant in the amount of $150,000.00 from the Georgia Department of Behavioral Health and Developmental Disabilities. The grant will cover salary and benefits for a full-time staff person to provide HIV early prevention services to Fulton County residents. The HIV EIS staff person shall serve as the HIV resource person within the agency, offering consumers the following: a) HIV prevention educational groups, b) risk reduction counseling, and c) HIV counseling and testing. Eligibility criteria: Adults, age eighteen or older, who are receiving substance abuse services or seeking substance abuse services through any of DBHDD's contracted substance abuse providers. The grant period is from July 1, 2026 through June 30, 2027. No County Cash Match	$ 150,000.00	$ -	Pending	$ 150,000.00
Community Development	U.S. Department of Housing and Urban Development (HUD)	Homeless Management information system (HMIS)	Request approval to accept a repeat grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of $81,640.00 to support the Continuum of Care that is required to operate the Homeless Management Information System(HMIS) that collects unduplicated data on individuals and families experiencing homelessness. . There is a required match for $76,484.00, which is available within the department's FY26 budget. The grant period is from December 1, 2026 through November 30, 2027. County Cash Match: $76,484.00	$ 81,640.00	$ 76,484.00	Awarded	$ 77,019.00

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2026 May 2026 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 May 1, 2026 Through May 31, 2026 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
Community Development	U.S. Department of Housing and Urban Development (HUD)	Coordinated Intake and Assessment Systems (CIAS)	Request approval to accept a repeat grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of $431,978.00 to support HUD'S Continuum of Care Program Interim Rule, which mandates a centralized and coordinated assessment process. The process is designed to offer an initial, comprehensive evaluation of the housing, health, and human service needs of individuals and families. Fulton County fulfills this requirement by operating Homeless Assessment Centers in both North and South Fulton County and collaborating with organizations that provide homeless and prevention services. There is a required match for $107,994.50, which is available within the department's FY26 budget. The grant period is from September 1, 2026 though August 31, 2027. County Cash Match: $107,994.50	$ 431,978.00	$ 107,994.50	Awarded	$408,191.00
			Subtotal:	**$ 909,359.80**	**$ 184,478.50**		
ARTS AND LIBRARIES							
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
Select Fulton	Technical College System of Georgia	Title I Dislocated Worker	Request approval to apply and accept a repeat grant from the Technical College System of Georgia in the amount of $1,180,476.00 to support program services within the Fulton County workforce investment programs and initiatives that provide workforce preparation and career development services and help employers find the skilled workers they need. The program provides employment and training services that address the individuals in need for training, retraining and skill upgrades. Dislocated Worker services are targeted to move workers into post-secondary educational pipelines and career pathways to prepare more workers to enter into and advance in good jobs in the high growth and emerging occupations of the global economy. Additionally, investments in services are targeted to move workers into Apprenticeship pipelines and career pathways to prepare more workers to enter into and advance in good jobs in the high growth and emerging occupations of the global economy. The grant period is from July 1, 2026 through June 30, 2027. No County Cash Match	$ 1,180,476.00	$ -	Pending	$ 1,146,565.00
Select Fulton	Technical College System of Georgia	Title I Youth	Request approval to apply and accept a repeat grant from the Technical College System of Georgia in the amount of $604,079.00 . Funds will support the program that provides employment and training services that address the individuals in need for training, retraining and skill upgrades. Additionally, investments in youth services are targeted by 14 program elements (criteria) including but not limited to high school dropouts, low income, at-risk, pregnant, juvenile, disable and youth with barriers to education and employment ages 16-24 either in-school/out-of-school. Funding is to move clients into post-secondary educational pipelines and career pathways to prepare more workers to enter into and advance in good jobs in the high growth and emerging occupations of the global economy. The grant period is from April 1, 2026 through June 30, 2028. No County Cash Match	$ 604,079.00	$ -	Pending	$ 562,760.00
Select Fulton	Technical College System of Georgia	Title I Adult	Request approval to apply and accept a repeat grant from the Technical College System of Georgia in the amount of $460,767.00 Funds will support the Adult Worker Program and will provide Fulton County residents with assistance in obtaining and maintaining unsubsidized employment that leads to self-sufficiency. The Adult Program services encompass workforce investment programs and initiatives that provide workforce preparation and career development services and help employers find the skilled workers they need. Activities promote and facilitate an integrated public workforce system through which a full array of services are offered in the high growth and emerging occupations of the global economy. The grant period is from July 1, 2026 through June 30, 2028. No County Cash Match	$ 490,767.00	$ -	Pending	$453,043.00
			Subtotal:	**$ 2,275,322.00**	**$ -**		
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	**$ 3,227,781.80**	**$ 184,478.50**		

FULTON COUNTY

Exhibit 2: All Grants Activity

Cumulative Through May 31, 2026

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 May 31, 2026)

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: 5/31/2026-5/31/2026	Current Period Funds: 5/1/2026-5/31/2026	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	22	$ 54,022,057.20	6	$ 2,671,063.80	**28**	$ 56,693,121.00
Grants Awarded	**13**	$ 8,068,445.92	**3**	$ 556,718.00	**16**	**$ 8,625,163.92**
Grants Denied	0	$ -	0	$ -	0	$ -
Cash Match Requested-2026	-	$ 219,362.00	-	$ 184,478.50	-	$ 403,840.50
Total:	**35**	**$ 62,309,865.12**	**9**	**$ 3,412,260.30**	**44**	**$ 65,722,125.42**

ALL GRANTS AWARDED, NEW VS. RENEWAL

All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 5/1/2026-5/31/2026	Current Period Funds: 5/1/2026-5/31/2026	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	5	$ 3,196,395.74	0	$ -	5	$ 3,196,395.74
Renewal/Repeat Grant Awards	8	$ 4,872,050.18	3	$ 556,718.00	11	$ 5,428,768.18
Total:	**13**	**$ 8,068,445.92**	**3**	**$ 556,718.00**	**16**	**$ 8,625,163.92**

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA

All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 5/1/2026-5/31/2026	Current Period Funds: 5/1/2026-5/301/2026	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards*	7	$ 3,276,499.53	0	$ -	7	$ 3,276,499.53
Formula Grant Awards^^	6	$ 4,791,946.39	3	$ 556,718.00	9	$ 5,348,664.39
Total:	**13**	**$ 8,068,445.92**	**3**	**$ 556,718.00**	**16**	**$ 8,625,163.92**

^Includes 13 grants that were pending at the end of 2025 and carried over for tracking in 2026.

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

*The March 2026 Grants Activity Report listed three items for the District Attorney Office that had the grantor as U.S. Department of Justice. The grantor should be replaced for Congressionally Directed Spending Grant. The April 2026 Grants Activity Report is correctng the grantor for the Medical Examiner from Gerogia Dept of Health to U.S. Department of Justice.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0350 **Meeting Date:** 6/17/2026

Department
Purchasing & Contract Compliance

Requested Action
Request approval to correct Agenda Item 26-0247, approved on May 6, 2026, for 25RFP1512496C-MH, Healthcare Benefit Consulting Services with The Segal Company (Southeast), Inc., d/b/a Segal to correct the not to exceed amount of $275,000.00 to $279,750.00 and to correct the two renewal options to three renewal options as advertised in the solicitation document. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Pursuant to O.C.G.A. Sec. 36-10-1, all 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; The BOC has the authority to amend the contract pursuant to Fulton County Code ("FCC") § 102-420, which states that contract modifications within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the BOC 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: This contract will provide Benefits Consulting Services including premium rate development, healthcare budget, claims analysis, plan design/cost share analysis, education/training, regulatory compliance, technical assistance for the County's Medical, Dental and Vision programs.

Agenda Item No.: 26-0350 **Meeting Date:** 6/17/2026

On May 6, 2026, the Board of Commissioners approved Agenda Item 26-0247. It was later determined by the Department of Purchasing & Contract Compliance that the not exceed amount and the renewal options were incorrect. This request is to correct the not to exceed amount of $275,000.00 to the correct amount of $279,750.00 and to correct the two renewal options to three renewal options as advertised in the solicitation document.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0351 **Meeting Date:** 6/17/2026

Department
Purchasing & Contract Compliance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Report: Contracts approved by the County Manager for the period May 13, 2026 - June 9, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-370(2, contracts up to $100,000.00 signed by the county manager to be spread on the minutes of the Board of Commissioners meeting.

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: Contracts approved pursuant to Purchasing Code Section 102-369(a) Authority of County Manager for the period May 13, 2026 - June 9, 2026.

DATE	CONTRACTOR/VENDOR	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
5/21/2026	WSP, USA, INC.	Transportation Consultant Demand Professionl Services, Category B & E	Public Works	$60,000.00
5/15/2026	AWR LAW FIRM, LLC	Court Appointed Attorney	Juvenile Court	$100,000.00
5/15/2026	THE MOORE-MANNA LAW OFFICE, LLC	Court Appointed Attorney	Juvenile Court	$100,000.00
5/15/2026	THE LAW OFFICE OF RONALD M RICHARDS & ASSOCIATES, LLC	Court Appointed Attorney	Juvenile Court	$100,000.00
5/21/2026	DMCI ELECTRICAL CORP.	Amendment No. 1 to Emergency Authorization for Emergency Electic Work for the Influent Pump Station at the Camp Creek Wastewater Plant to install a secondary power source for backup power	Public Works	$90,000.00
5/18/2026	BLINDS FOR LESS, LLC	26RFQ1593916C-JH, Venetian Mini-Blind Repair and Replacement Service	DREAM	$50,000.00
5/18/2026	TRANSLATION STATION	Court Appointed Interpreting Services	Superior Court Administration	$100,000.00

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0352 **Meeting Date:** 6/17/2026

Department
Select Fulton

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - Select Fulton Workforce Development Divisions, 26RFP1572924B-PS, WIOA Youth Services in an amount not to exceed $320,000.00 with In The Door LLC (Atlanta, Georgia) to provide comprehensive career services for Youth for the Fulton County Local Workforce Development Board effective July 1, 2026, through June 30, 2027, with three renewal options. This is 100% grant funded.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-375, competitive selection procedures for professional and consultant services of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Summary & Background: Select Fulton's Workforce Development Division focuses on demand driven workforce solutions by providing data and resources for businesses seeking a skilled workforce; as well as providing workforce solutions for dislocated workers and qualified unemployed/underemployed adults. The primary method of delivering these services is through a network of Career Resource Centers that assist people seeking employment, training and education services for Adult and Dislocated Worker Programs.

Scope of Work: Section 129(c) (1) of the WIOA, requires that design framework for youth programs must include the following: (a.) Provide an objective assessment of each participant, which includes a review of academic levels, basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and development needs. The assessment is for the purpose of identifying appropriate services to form the service plan. (b.) Develop a personalized service strategy/plan called Individual Employment Plan (IEP) - also known as Individual Service Strategy (ISS) or Individual Service Plan (ISP) for each participant based on assessment data that identifies career pathways and includes education and employment goals, appropriate achievement objectives, and appropriate supportive services. An individualized, written plan of long and short-term goals (that includes needed educational, employment related and personal support services) must be developed and maintained for each participant. Programs should use objective assessment information to develop this plan. The plan should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur. (c.) Provide case management of youth participants, including follow-up services: Activities leading to the attainment of a secondary school diploma: recognized equivalent or a recognized postsecondary credential; Preparation for postsecondary educational and training opportunities; Strong linkages between academic learning and occupational learning; Preparation for unsubsidized employment opportunity; and Effective connections to intermediaries with strong links to the job market and local/regional employers.

Community Impact: Ensuring greater customer service and access to employment opportunities for Fulton County residents.

Department Recommendation: Approval

Project Implications: The Department needs to demonstrate to the State a level of commitment to use WIOA funding annually in the form of an executed contract for service delivery.

Community Issues/Concerns: None

Department Issues/Concerns: The Department has no issues at this time and in accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the Workforce RFP on behalf of Select Fulton.

CONTRACT MODIFICATION: New Procurement

Contract & Compliance Information

Contract Value:	**$320,000.00**
Prime Vendor:	**In The Door LLC**
Prime Status:	**Non-Minority**
Location:	**Atlanta, GA**
County:	**Fulton County**
Prime Value:	**Non-Profit**

Total Contract Value: **Non-Profit**

Total Certified Value: $0.00 or 0.00%

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter
Exhibit 2: Performance Evaluation

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

Samir Abdullahi, Director, Economic Development, 404-612-8120

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$320,000.00
TOTAL:	$320,000.00

Fiscal Impact / Funding Source

Funding Line 1:

461-120-YI25-1160: Grants, Economic Development, Professional Services

Funding Line 2:

461-120-YO25-1160: Grants, Economic Development, Professional Services

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 6/30/2027
Cost Adjustment:	**Renewal/Extension Terms**: Three renewal options

Overall, Contractor Performance Rating: In the Door, LLC was previously a vendor, but has not provided professional services as a Prime Contractor for Fulton County since 2019

Agenda Item No.: 26-0352 **Meeting Date:** 6/17/2026

Would you select/recommend this vendor again? Yes

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

Docusign Envelope ID: DEDE6367-FDF0-43E7-967A-15C2F7085050

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: April 22, 2026

PROJECT: 26RFP1572924B-PS, WIOA Youth Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of Select Fulton

Four (4) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Arbor E&T dba Equus Workforce Solutions
2. In The Door, LLC
3. Men Of Excellence, Inc.
4. Wontanara Inc.

Two (2) qualified firms made the short list for evaluation and consideration for award.

1. Arbor E&T dba Equus Workforce Solutions
2. In The Door, LLC

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **In The Door, LLC** is the recommended vendor for the award of **26RFP1572924B-PS, WIOA Youth Services** with a final score of 88.75**%.**

Docusign Envelope ID: DEDE6367-FDF0-43E7-967A-15C2F7085050

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

Samir Abdullahi _____
Samir Abdullahi
Director

Mariska Angall _____
Mariska Angall
Financial System Manager

_____
Tawanda Harris
Social Services Coordinator

David Keyes _____
David Keyes
Data & Performance Manager

Michelle Vialet _____
Michelle Vialet
Program Manager

Docusign Envelope ID: DEDE6367-FDF0-43E7-967A-15C2F7085050

EVALUATION CRITERIA	WEIGHT	Arbor E&T dba Equus Workforce Solutions	In The Door, LLC		
Project Plan or Project Approach	28.00%	22.40%	28.00%		
Project Team/Qualification of Key Personnel	10.00%	8.00%	9.00%		
Relevant Project Experience/Past Performance	40.00%	30.00%	34.00%		
Availability of Personnel	15.00%	9.75%	12.75%		
Service-Disabled Veterans Preference	2.00%	0.00%	0.00%		
Budget Proposal	5.00%	4.92%	5.00%		
TOTAL SCORE:	100.00%	75.07%	88.75%		

INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Samir Abdullahi, Director
Select Fulton

DATE: 05/29/26

SUBJECT: Contractor Performance Memo

The Contractor listed below was previously a vendor, but has not provided professional services as a Prime Contractor for Fulton County since 2019.

Project No: In the Door, LLC

Project Title: Youth Services

Contractor: In the Door, LLC
4947 Lavista Road
Tucker, Georgia 30084

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0353 **Meeting Date:** 6/17/2026

Department
Select Fulton

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - Select Fulton - Workforce Development Divisions, 26RFP1572879B-PS, Adult and Dislocated Services in the amount not to exceed $2,000,000.00 with Arbor E&T, LLC dba Equus Workforce Solutions (Equus) (Louisville, KY) to provide data and resources for businesses seeking a skilled workforce; as well as to provide workforce solutions for dislocated workers and qualified unemployed/underemployed adults services to be provided effective July 1, 2026 through June 30, 2027 with three renewal options. This contract is 100% grant funded.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-375, competitive selection procedures for professional and consultant services of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item:
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?
Yes

Summary & Background : Select Fulton's Workforce Development Division focuses on demand driven workforce solutions by providing data and resources for businesses seeking a skilled workforce; as well as providing workforce solutions for dislocated workers and qualified unemployed/underemployed adults. The primary method of delivering these services is through a network of Career Resource Centers that assist people seeking employment, training and education services for Adult and Dislocated Worker Programs.

Scope of Work: WIOA authorizes “career services” for adults and dislocated workers, rather than “core” and “intensive” services, as authorized by WIA. There are three types of “career services”: basic career services, individualized career services, and follow-up services. These services can be provided in any order as there is no sequence requirement for these services. Career services under this approach provide local areas and service providers with flexibility to target services to the needs of the customer. WIOA defines the required activities authorized for Adult and Dislocated Workers. Proposers are encouraged to read WIOA, related administrative regulations, and State guidance to understand the scope of authorized activities. These activities include: eligibility determination; outreach and intake; initial assessment of skills; supportive service needs; job search and placement assistance; career counseling; provision of information on in-demand occupations and non-traditional employment; recruitment and other business services for employers; referrals to partner programs and other available programs in the community; provision of labor market information; information on supportive services available through other programs; information and assistance with establishing eligibility for financial aid and assistance for educational programs other than WIOA; comprehensive skills assessments; in depth interviewing and evaluation of barriers to employment; development of an Individual Employment Plan; group counseling; career planning; short term prevocational services; soft skills training; work experience; financial literacy; out of area job search; training services; occupational skills training; supportive services; work-based learning programs include On The Job Training, Incumbent Worker Training, and Apprenticeships private sector training programs; skill upgrading and retraining; job readiness training; adult education and literacy activities; follow-up services. .

Community Impact: Ensuring greater customer service and access to employment opportunities for Fulton County residents.

Department Recommendation: Approval of recommendation

Project Implications: The Department needs to demonstrate to the State a level of commitment to use WIOA funding annually in the form of an executed contract for service delivery.

Community Issues/Concerns: None

Department Issues/Concerns: The Department has no issues at this time and in accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the Workforce RFP on behalf of Select Fulton. The Evaluation Committee selected the proposal from Equus as the most responsive and thoughtful proposal.

Contract Modification: New Procurement

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

Contract Value: $2,000,000.00

Prime Vendor: Arbor E & T, LLC dba Equus Workforce Solutions
Prime Status: Non-Minority
Location: Louisville, KY

Agenda Item No.: 26-0353 **Meeting Date:** 6/17/2026

County: Jefferson County
Prime Value: $Non-Profit or 100.00%

Total Contract Value: $Non-Profit or 100.00%
Total Certified Value: $0.00 or 0.00%

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter
Exhibit 2: Performance Evaluation

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

Samir Abdullahi, Director, Economic Development, 404-612-8120

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$2,000,000.00
TOTAL:	$2,000,000.00

Fiscal Impact / Funding Source

Funding Line 1:

461-120-WA50-1160: Grants, Economic Development, Professional Services

Funding Line 2 :

461-120-WA51-1160: Grants, Economic Development, Professional Services

Funding Line 3 :

461-120-WD50-1160: Grants, Economic Development, Professional Services

Funding Line 4:

461-120-WD51-1160: Grants, Economic Development, Professional Services

Agenda Item No.: 26-0353 **Meeting Date:** 6/17/2026

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 6/30/2027
Cost Adjustment :	**Renewal/Extension Terms** : Three (3) renewal options

Overall Contractor Performance Rating : 95

Would you select/recommend this vendor again?
Yes

Report Period Start:
7/1/2025

Report Period End:
5/20/2026

Docusign Envelope ID: 26CCA1E0-1577-47C9-AF07-D6A26A5E4155

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: April 22, 2026

PROJECT: 26RFP1572879B-PS, WIOA Adult and Dislocated Worker Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of Select Fulton

Three (3) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Arbor E&T dba Equus Workforce Solutions
2. Goodwill of North Georgia Inc.
3. Laine Federal Education, Inc.

Two (2) qualified firms made the short list for evaluation and consideration for award.

1. Arbor E&T dba Equus Workforce Solutions
2. Goodwill of North Georgia, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **1. Arbor E&T dba Equus Workforce Solutions** is the recommended vendor for the award of **26RFP1572879B-PS, WIOA Adult and Dislocated Worker Services** with a final score of **80.90%.**

Docusign Envelope ID: 26CCA1E0-1577-47C9-AF07-D6A26A5E4155

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

Samir Abdullahi _____
Samir Abdullahi
Director

Mariska Angall _____
Mariska Angall
Financial System Manager

_____
Tawanda Harris
Social Services Coordinator

David Keyes _____
David Keyes
Data & Performance Manager

Michelle Vialet _____
Michelle Vialet
Program Manager

Docusign Envelope ID: 26CCA1E0-1577-47C9-AF07-D6A26A5E4155

EVALUATION CRITERIA	WEIGHT	Arbor E&T dba Equus Workforce Solutions	Goodwill of North Georgia, Inc.		
Project Plan or Project Approach	28.00%	23.80%	14.00%		
Project Team/Qualification of Key Personnel	10.00%	7.50%	5.50%		
Relevant Project Experience/Past Performance	40.00%	34.00%	20.00%		
Availability of Personnel	15.00%	12.75%	6.75%		
Service-Disabled Veterans Preference	2.00%	2.00%	0.00%		
Budget Proposal	5.00%	0.85%	5.00%		
TOTAL SCORE:	100.00%	80.90%	51.25%		

Certificate Of Completion

Envelope Id: 26CCA1E0-1577-47C9-AF07-D6A26A5E4155
Status: Completed
Subject: Evaluation Committee Recommendation Letter 26RFP1572879B-PS, WIOA ADWS
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 3
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Phyllis Stewart
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, 30303
Phyllis.Stewart@fultoncountyga.gov
IP Address: 144.125.1.75

Record Tracking

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4/23/2026 3:00:44 PM
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Phyllis.Stewart@fultoncountyga.gov
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Signer Events	Signature	Timestamp
Samir Abdullahi Samir.Abdullahi@fultoncountyga.gov Deputy Director Yergan Jones Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.62.109.129 Signed using mobile	Sent: 4/23/2026 3:04:57 PM Viewed: 4/23/2026 4:14:35 PM Signed: 4/23/2026 4:14:59 PM
Electronic Record and Signature Disclosure: Accepted: 4/23/2026 4:14:35 PM ID: fc913d22-0fff-4389-b085-3b60a777cd44		
Mariska Angall Mariska.Angall@fultoncountyga.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 144.125.1.75	Sent: 4/23/2026 4:15:00 PM Viewed: 4/23/2026 4:25:20 PM Signed: 4/23/2026 4:26:19 PM
Electronic Record and Signature Disclosure: Accepted: 4/6/2022 10:03:34 AM ID: 68f1c808-47b1-44ab-b8ca-fdca65e08dd9		
Tawanda Harris tawanda.harris@fultoncountyga.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 98.192.107.162 Signed using mobile	Sent: 4/23/2026 4:26:21 PM Viewed: 4/23/2026 5:03:15 PM Signed: 4/23/2026 5:03:56 PM
Electronic Record and Signature Disclosure: Accepted: 3/27/2026 1:05:41 PM ID: ec42dcb6-5483-4523-8494-7f72240c6b42		

Signer Events	Signature	Timestamp
David Keyes david.keyes@fultoncountyga.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2601:ca:4002:9c90:2d13:1253:da88:1fac	Sent: 4/23/2026 5:03:57 PM Viewed: 4/23/2026 5:05:24 PM Signed: 4/23/2026 5:07:22 PM
Electronic Record and Signature Disclosure: Accepted: 3/27/2026 2:41:52 PM ID: 65218a38-945c-42d1-8fc4-8ca65e295019		
Michelle Vialet Michelle.Vialet@fultoncountyga.gov Fulton County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 153.72.11.30	Sent: 4/23/2026 5:07:24 PM Viewed: 4/23/2026 5:07:58 PM Signed: 4/23/2026 5:08:30 PM
Electronic Record and Signature Disclosure: Accepted: 4/6/2022 9:58:29 AM ID: 139b06a3-77ca-4cd2-9042-92f00b1efa90		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/23/2026 3:04:57 PM
Certified Delivered	Security Checked	4/23/2026 5:07:58 PM
Signing Complete	Security Checked	4/23/2026 5:08:30 PM
Completed	Security Checked	4/23/2026 5:08:30 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: glenn.king@fultoncountyga.gov

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.
Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.

FULTON COUNTY PURCHASING & CONTRACT COMPLIANCE	**DEPARTMENT OF PURCHASFING & CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
07/01/25	05/20/26	07/01/22	06/30/26

Purchaser Order Number	Purchase Order Date
Department	
Economic Development	
Bid Number	Service Commodity
22RFP012B-PS	Adult and Dislocated Worker Services
Contractor	
Arbor Inc. dba ResCare Workforce Services	

Performance Rating	
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification
0 1 2 3 4	4 - Eqqus provides a quality team and ongoing training.

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract)
0 1 2 3 4	3 - Slight delays in providing reports requested for Workforce Board updates.

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	4 - Easy to work with, always avaiable.
	1	
	2	
	3	
	4	

4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0	4 - Correct and documented billing.
	1	
	2	
	3	
	4	

5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	4 - Strong background and national best practices.
	1	
	2	
	3	
	4	

Overall Performance Rating	0	Date	04/02/26
Would you select/recommend this vendor again?		Yes	NO
Rating completed by:	Michelle Valet		
Department Head Name:	Sami Abdullahi		
Department Head Signature			

After you have competed filling out the form:
Submit the for to Purchasing
Print a copy of the form
Save the form

Submit Print Save

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0354 **Meeting Date:** 6/17/2026

Department
Select Fulton

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - Select Fulton Workforce Development Divisions, 26RFP1572886B-PS WIOA One Stop Operator Services, in the amount not to exceed $112,500.00 with In The Door, LLC (Atlanta, GA) to provide comprehensive one stop operator services for the Fulton County Local Workforce Development Board, services to be provided effective July 1, 2026 through June 30, 2027 with three renewal options. This contract is 100% grant funded.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-375, competitive selection procedures for professional and consultant services of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
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?
Yes

Summary & Background: Workforce innovation and opportunity act (wioa) is a landmark legislation that is designed to strengthen and improve our nation's public workforce system and help Americans, including youth and those with significant barriers to employment, transition into high-quality jobs and careers and help employers hire and retain skilled workers.

Scope of Work: Fulton County is seeking the services of a WIOA One-Stop Operator to: Coordinate

the provision of WIOA and Wagner-Peyser funded services by other agencies for the universal population at a One-Stop Center consistent with the One-Stop Operator's Business Plan. Conduct a self-assessment along with the Local Workforce Development Board to ensure compliance with the recertification criteria. Incorporate all partners into the comprehensive one-stop; include partners who are electronically present in the comprehensive one-stop Handle complaints and/or concerns from customers Oversee staff teams Develop and deliver technical assistance Measure outcomes and evaluate system effectiveness Collect data and use data validation methodology Report data timely Ensure all partner agencies are collaborating and cooperating in the implementation of the partner programs Train the one-stop operator staff Cross-train the partner-program staff Conduct organizational capacity building to guide their internal development and activities Bring together the partner programs to ensure adequate outreach of the one-stop center Demonstrate a thorough understanding of target populations for partner programs Take ownership/leadership in ensuring all partners are contributing to the center, both financially as well as through resources and staff time Comply with all federal/state/local regulations Provide oversight to ensure that all partner agencies are also in compliance with all federal/state/local regulations One Stop Centers must also provide access to other programs and activities carried out by the One Stop partners. Co-location of programs is encouraged to the extent possible. Once a site is established, the site must utilize the term "One Stop" as the common identifier. When selecting the site location, consideration must be given to customer accessibility. A written agreement must detail management of the One Stop and is to be reviewed, upon change in key staff. Co-located partners must have a written agreement or Operating Plan describing roles and responsibilities of each partner at the site. For those who are collaborating with partners off-site, roles and responsibilities are defined in a Resource Sharing Agreement. All collaborating partners, those on and off site, must have the appropriate staff trained in the services provided by other partners, know who the contact person for each partner is, and can seamlessly refer clients or participants to the appropriate entity within each partner program. Space must be made available at the site for visiting partner programs whenever feasible. All partners, those on and off site, must have a resource area available to customers that is staffed, has information on all partners in the local system, and meets customer needs. The site used for co-location must be accessible for those with disabilities and those who speak languages other than English. The One Stop Operator will explain in detail what it has achieved; where they see their strengths and weaknesses; and will identify solutions on continuous improvement methods of the designated One Stop Center. The business plan for the Center will be a current plan with Continuous Improvement efforts and Limited English Proficiency Plan built into it. A cost allocation plan will be developed (as applicable). Perform the Navigator role to include the following: Serves as the first point of contact for customers interested in the WIOA program Assists and provides instruction to customers on how to get started in the program Provides support (in person/phone/email) to customers trying to access/complete the required eligibility documents Provides follow up to customers that have not submitted packets to assess any need for additional assistance or clarification. Collects all of the documents (Completed packets only) and submits the packets to the eligibility specialist for review and eligibility determinations. Tracks all customers interested in the program, detailing any repeat questions, needs for clarification, comments/concerns, etc.

Community Impact: None.

Department Recommendation: The Department recommends approval of the recommended vendor.

Project Implications: The Department needs to demonstrate to the State a level of commitment to use WIOA funding annually in the form of an executed contract for service delivery.

Community Issues/Concerns: None

Department Issues/Concerns: The Department has no issues at this time and in accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the Workforce RFP on behalf of Select Fulton.

Contract Modification: New Procurement

Contract Compliance Information:

Contract Value: **$112,500.00**

Prime Vendor: **One Stop Operator**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$Non-Profit or 100.00%**

Total Contract Value: **$Non-Profit or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter
Exhibit 2: Contractor Performance Memo

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

Samir Abdullahi, Director, Economic Development, 404-612-8120

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: $0.00
Previous Adjustments: $0.00

This Request:	$112,500.00
TOTAL:	$112,500.00

Fiscal Impact / Funding Source

Funding Line 1:

461-120-WA51-1160: Grants, Economic Development, Professional Services

Funding Line 2:

461-120- WD51-1160: Grants, Economic Development, Professional Services

Funding Line 3:

461-120- YO25-1160: Grants, Economic Development, Professional Services

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 6/30/2027
Cost Adjustment:	**Renewal/Extension Terms**: Three (3) renewal options

Overall Contractor Performance Rating: In the Door, LLC was previously a vendor, but has not provided professional services as a Prime Contractor for Fulton County since 2019.

Would you select/recommend this vendor again?
Yes

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

Docusign Envelope ID: E1B8F882-9D5E-89C5-83ED-C557C510E6F0

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: April 22, 2026

PROJECT: 26RFP1572886B-PS, WIOA One Stop Operator

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of Select Fulton

Three (3) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Arbor E&T dba Equus Workforce Solutions
2. In The Door, LLC
3. JA&E Veterans Staffing

Two (2) qualified firms made the short list for evaluation and consideration for award.

1. Arbor E&T dba Equus Workforce Solutions
2. In The Door, LLC

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **In The Door, LLC** is the recommended vendor for the award of **26RFP1572886B-PS, WIOA One Stop Operator** with a final score of 89.10**%.**

Docusign Envelope ID: E1B8F882-9D5E-89C5-83ED-C557C510E6F0

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

Samir Abdullahi _____
Samir Abdullahi
Director

Mariska Angall _____
Mariska Angall
Financial System Manager

_____
Tawanda Harris
Social Services Coordinator

David Keyes _____
David Keyes
Data & Performance Manager

Michelle Vialet _____
Michelle Vialet
Program Manager

Docusign Envelope ID: E1B8F882-9D5E-89C5-83ED-C557C510E6F0

EVALUATION CRITERIA	WEIGHT	Arbor E&T dba Equus Workforce Solutions	In The Door, LLC		
Project Plan or Project Approach	28.00%	19.60%	26.60%		
Project Team/Qualification of Key Personnel	10.00%	7.50%	9.50%		
Relevant Project Experience/Past Performance	40.00%	26.00%	36.00%		
Availability of Personnel	15.00%	10.50%	12.00%		
Service-Disabled Veterans Preference	2.00%	0.00%	0.00%		
Budget Proposal	5.00%	5.00%	5.00%		
TOTAL SCORE:	100.00%	68.60%	89.10%		

INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Samir Abdullahi, Director
Select Fulton

DATE: 05/29/26

SUBJECT: Contractor Performance Memo

The Contractor listed below was previously a vendor, but has not provided professional services as a Prime Contractor for Fulton County since 2019.

Project No: In the Door, LLC

Project Title: WIOA One Stop Operator for the American Job Center

Contractor: In the Door, LLC
4947 Lavista Road
Tucker, Georgia 30084

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0355 **Meeting Date:** 6/17/2026

Department
Juvenile Court

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Juvenile Court, 25RFP1391212A-KM, Family Treatment Court Peer Support Specialist in an amount not to exceed $10,000.00 with Kelly Cox (Atlanta, GA) to provide peer support services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: July 1, 2026, through June 30, 2027. This contract is 100% grant funded. No county funding is required.

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
The Fulton County Juvenile Court (FCJC) recommends the contract with Kelly Cox for Accountability Courts Peer Support Services. FCJC is awarded grant funds from the Council of Accountability Court Judges) administered through CJCC (Criminal Justice Coordinating Council. Kelly Cox will implement peer support services to participants of Juvenile Court's HOPE. This includes random drug screens, connecting participants to community resources, helping participants connect with a sponsor and ensure participants attend weekly substance use support treatment groups.

Scope of Work: The Fulton County Juvenile Court (FCJC) requests renewal of a contract to further its mission to rehabilitate children and restore families through the continued provision of peer support services to participants in the Family Treatment Court Program. The Peer Support Specialist is responsible for meeting weekly with program participants. They provide random drug screens, connect participants to community resources, help participants connect with a sponsor and ensure participants attend weekly substance use support treatment groups. The Peer Support Specialist also assist participants who may continue struggle as they progress through the program.

Community Impact: The Peer Support Specialist will assist program participants in becoming alcohol and drug free. The Peer Support Specialist provides real life experience and recovery knowledge in a way that allows others to benefit from their experiences. Their skills and support have proven effective in reducing substance use for participants currently in treatment programs.

Department Recommendation: The Fulton County Juvenile Court (FCJC) recommends renewal of the contract for the implementation of peer support services to court involved families.

Project Implications: No future implications exist

Community Issues/Concerns: No future implications exist

Department Issues/Concerns: No future implications exist

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	8/19/2025	$10,000.00
1st Renewal			**$10,000.00**
Total Revised Amount			$20,000.00

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

Contract Value: **$10,000.00**
Prime Vendor: **Kelly Cox**
Prime Status: **Non-Profit**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$10,000.00 or 100.00%**

Total Contract Value: **$10,000.00 or 100.00%**
Total Certified Value: **$Non-Profit**

Exhibits Attached

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

Contact Information

Cicley Barber, Chief Administrator Officer, Juvenile Court, 404-613-4681

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$10,000.00
Previous Adjustments:	$0.00
This Request:	$10,000.00
TOTAL:	$20,000.00

Grant Information Summary

Amount Requested:	$10,000.00
Match Required:	Yes
Start Date:	July 1, 2026
End Date:	June 30,2027
Match Account $:	$0.00

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

Fiscal Impact / Funding Source

Funding Line 1:

461-405-AC26-1160: Grants, Juvenile Court, Professional Service-$10,000

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 6/30/2027
Cost Adjustment: N/A	**Renewal/Extension Terms**: (1 renewal option remains

Overall Contractor Performance Rating: 80.5

Agenda Item No.: 26-0355 **Meeting Date:** 6/17/2026

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2026**

Report Period End: **6/30/2027**

Contract Renewal Evaluation Form

Date:	**May 5, 2026**
Department:	Juvenile Court
Contract Number:	25RFP1391212A-KM
Contract Title:	Family Treatment Court Peer Support Specialist

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 Fulton County Juvenile Accountability Court Programs has implemented strategies to reduce the scope and cost of this contract by expanding the use of peer support services as a cost-effective supplement to traditional treatment. Peer support provides meaningful engagement and recovery reinforcement for participants while reducing reliance on higher-cost contracted clinical services.

In addition, the program is actively working to establish an alumni group of program graduates who can serve as peer mentors and support current participants. This initiative is intended to create a sustainable, low-cost support network that enhances program outcomes while further decreasing the need for contracted peer support services over time.

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:

Click here to enter text.

☐ **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?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

This is the first year of a two-year renewal option. The court and the vendor previously selected remain satisfied with services being provided; therefore, a new solicitation was not needed. The following information remains accurate: On May 08, 2025, the Department of Purchasing issued Request for Proposal #25RFP1391212A-KM for *Accountability Courts Family Treatment Court Peer Support Specialist*. The solicitation sought qualified vendors to provide case management and additional services to participants for the H.O.P.E. Family Treatment Accountability Court Program.

The solicitation received responses from six vendors:

1. Be Classy, Inc
2. Butterfly Home Care Health Services
3. Focus but shout
4. Kelly Cox
5. S.W.G. Inc
6. Unlock Academy

After a thorough evaluation of all submissions, Kelly Cox was determined to have submitted the most competitive and responsive proposal. Following consultation with the Department of Purchasing, it is recommended that a purchase order be awarded to Kelly Cox.

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

Click here to enter text.

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.**

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

If this contract is not approved, the Fulton County Juvenile Court's Accountability Court Programs would experience a significant gap in the delivery of peer support services, which are a critical component of the program model. Peer support specialists bring lived experience in recovery and the justice system, allowing them to build trust, provide credible guidance, and effectively engage participants in ways that traditional services alone cannot.

Without peer support services, participants would lose access to mentors who model successful recovery and accountability, which is essential to promoting behavioral change and sustained engagement in the program. This would likely result in decreased participant motivation, lower program retention and completion rates, and diminished overall program effectiveness.

Overall, failure to approve this contract would significantly impair the department's ability to deliver the level of support necessary for participants to succeed in Accountability Court Programs and achieve long-term positive outcomes.

Performance Evaluation Details

ID	E2
Project	Family Treatment Court Peer Support Specialist
Project Number	25RFP1391212A-KM
Supplier	Kelly Cox
Supplier Project Contact	Kelly Cox (preferred language: English)
Performance Program	Professional Services
Evaluation Period	12/30/2025 to 03/29/2026
Effective Date	04/29/2026
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/29/2026 03:30 PM EDT
Completion Date	04/29/2026 03:30 PM EDT
Evaluation Score	82

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 Ms. Cox understands her role as the Peer Specialist. She is taking more initiative to engage with program participants.

SCHEDULE **14/20**

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments Ms. Cox delivers as directed.

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 Ms. Cox has increased and improved her engagement with Family Treatment Court participants.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments Ms. Cox is an excellent with communicating via email, text and phone with staff and FTC participants.

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 Ms. Cox is proactive in anticipating participants and program needs.

GENERAL COMMENTS

Comments Overall Ms. Cox is doing a good job and we are satisfied with her services.

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: _Juvenile Court

BID/RFP# NUMBER: 25RFP1391212A-KM

BID/RFP# TITLE: Family Treatment Court Peer Support Specialist

ORIGINAL APPROVAL DATE: July 1st, 2025

RENEWAL EFFECTIVE DATES: July 1st, 2026 through June 30th, 2027

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 1

RENEWAL AMOUNT: $10,000.00

COMPANY'S NAME: Kelly Cox

ADDRESS: 1425 Harbin Road

CITY: Atlanta

STATE: GA

ZIP: 30311

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**fld_suppliernameone**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	
Tonya R. Grier **Clerk to the Commission**	
(Affix County Seal)	
AUTHORIZATION OF RENEWAL:	
[Insert Department Head Name & Title] **fld_departmentone**	

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

CERTIFICATE OF INSURANCE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0356 **Meeting Date:** 6/17/2026

Department
Juvenile Court

Requested Action
Request approval to renew an existing contract, Juvenile Court, 25ITB1391214A-KM, Accountability Courts Drug Screen Confirmation in an amount not to exceed $4,000.00 with Technical Resource Management, LLC dba Cordant Health Solutions, (Indianapolis, IN) to perform drug screens confirmation. This action exercises the first of two renewal options. One renewal option remains. Effective dates July 1, 2026, through June 30, 2027. This contract is 100% grant funded. No county funding is required.

Requirement for Board Action
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
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 Fulton County Juvenile Court (FCJC) recommends the contract with Technical Resource Management, LLC dba Cordant Health Solutions for Accountability Courts drug screen confirmations. FCJC is awarded grant funds from the Council of Accountability Court Judges) administered through CJCC (Criminal Justice Coordinating Council. Cordant Health Solutions will implement drug screen confirmation services to participants of Juvenile Court's HOPE

and CHOICES drug treatment Accountability Court programs. These drug screen confirmation services provide required tracking and monitoring of the presence or absence of substance use, ensuring compliance with orders imposed by the Court and standards of Accountability Court programs.

Scope of Work: The Fulton County Juvenile Court (FCJC) requests renewal of a contract to further its mission to rehabilitate children and restore families through the continued provision of drug screen confirmation services to participants of Juvenile Court's HOPE and CHOICES drug treatment Accountability Court programs. These drug screen confirmation services provide required tracking and monitoring of the presence or absence of substance use, ensuring compliance with orders imposed by the Court and standards of Accountability Court programs. The Contractor shall provide drug screen confirmations in a fully operational and licensed laboratory. The awarded firm cannot subcontract with a third party to perform any duties named in this project. The firm must: Be able to provide services immediately upon receiving the award notification. Confirm the results of a single instant urine collection cup to definitively discern the drug metabolites present in the sample and the levels at which they are present for CHOICES and HOPE Accountability Court Program participants for the following substances: Lysergic Acid Diethylamide Synthetic Cannabinoids Cocaine Oxycodone Methamphetamine Opiates Amphetamine Barbiturates Marijuana Methadone Benzodiazepines Fentanyl Propoxyphene Buprenorphine Test for the presence and alcohol level for participants in the HOPE Accountability Court Program utilizing a lab-based EtG/EtS test with a 250 cut-off level. Provide chain of custody forms. Provide pick-up of urine collection cups at a minimum of twice per week from The Juvenile Court during regular business hours, Monday-Friday, 8:30 a.m. 5:00 p.m., for the CHOICES and HOPE Accountability Court Programs. If pick-up service is not available, provide an alternative method of ensuring promptness. transport of urine collection cups to the lab. Provide results electronically within 3 - 5 days. Consider each collection cup as a single sample. Although the confirmation is for multiple drugs and alcohol, it is considered as one confirmation. The estimated numbers of products are for the year. Pickup frequency per location is twice per week.

Community Impact: Countywide impact includes the provision of substance use tracking and monitoring services to children and families in an effective manner that leads to the successful completion of court ordered supervision conditions; and the reduction of juvenile delinquency re-offense rates by discouraging substance abuse activity leading to future criminal behavior.

Department Recommendation: The Fulton County Juvenile Court (FCJC) recommends renewal of the contracts for the implementation of drug and alcohol screen confirmation services to court involved children and families.

Project Implications: No future implications exist

Community Issues/Concerns: No issues have been raised.

Department Issues/Concerns: The Department does not have concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	08/11/2025	$4,000.00
1st Renewal			**$4,000.00**
Total Revised Amount			$8,000.00

Contract & Compliance Information

Contract Value: **$4,000.00**

Prime Vendor **Technical Resource Management, LLC dba Cordant Health Solutions**
Prime Status: **Non-Minority**
Location: **Indianapolis, IN**
County: **Marion County**
Prime Value: **$4,000.00 or 100.00%**

Total Contract Value: **$4,000.00 or 100.00%**
Total Certified Value: **-0-**

Exhibits Attached

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

Contact Information

Cicley Barber, Chief Administrator Officer, Juvenile Court, 404-613-4681

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: $4,000.00
Previous Adjustments: $0.00

This Request:	$4,000.00
TOTAL:	$8,000.00

Grant Information Summary

Amount Requested:	$4,000.00	☐	Cash
Match Required:	No Match	☒	In-Kind
Start Date:	July 1, 2026	☐	Approval to Award
End Date:	July 1, 2027	☐	Apply & Accept
Match Account $:	No Match		

Fiscal Impact / Funding Source

Funding Line 1:

461-405-AC26-1160: Grants, Juvenile Court, Professional Service-$4,000.00

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 6/30/2027
Cost Adjustment: N/A	**Renewal/Extension Terms**: O renewal remaining

Overall Contractor Performance Rating: 74

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2026**

Report Period End: **6/30/2027**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Juvenile Court

BID/RFP# NUMBER: 25ITB1391214A-KM

BID/RFP# TITLE: Accountability Courts Drug and Alcohol Screen Confirmations

ORIGINAL APPROVAL DATE: July 1, 2025

RENEWAL EFFECTIVE DATES: July 1, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: One renewal option remains

RENEWAL AMOUNT: $4,000.00

COMPANY'S NAME: Technical Resource Management, LLC dba Cordant Health Solutions

ADDRESS: 5604 Fortune Circle South Drive, Suite N

CITY: Indianapolis

STATE: IN

ZIP: 46241

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on **BOC DATE:_____ BOC NUMBER: _____**.

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**Technical Resource Management, LLC dba Cordant Health Solutions**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Hank Hathaway** **Chief Revenue Officer**
ATTEST:	
Tonya R. Grier **Clerk to the Commission**	
(Affix County Seal)	
AUTHORIZATION OF RENEWAL:	
Cicely Barber, Chief Administrative Officer **Juvenile Court**	

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**May 5, 2026**
Department:	Juvenile Court
Contract Number:	25ITB1391214A-KM
Contract Title:	Accountability Courts Drug and Alcohol Screen Confirmations

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.**

Confirmation testing requires specialized equipment and trained personnel, making it a higher-cost service. The Fulton County Juvenile Accountability Court Programs remain committed to reducing costs associated with this service whenever feasible. To that end, the program actively seeks opportunities to partner with other Accountability Court Programs within Fulton County to share resources and leverage existing testing capacity, thereby reducing duplication of services and overall expenses.

These collaborative efforts are intended to maintain the integrity and reliability of confirmation testing while minimizing costs and limiting the scope of contracted services to only those that cannot be efficiently provided through shared resources.

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:

Click here to enter text.

☐ **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?	☐ Yes ☐ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☐ No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

This is the first year of a two-year renewal option. The court and the vendor previously selected remain satisfied with services being provided; therefore, a new solicitation was not needed. The following information remains accurate: On April 25, 2025, the Department of Purchasing issued Invitation to Bid #25ITB1391214A-KM for drug and alcohol testing confirmation services to support the Accountability Courts, specifically the **C.H.O.I.C.E.S.** Juvenile Drug Court and the **H.O.P.E.** Family Treatment Accountability Court Programs.

The solicitation received responses from seven vendors:
1.Brenda Laboratory Services
2.Caduceus USA Exams – TeleMed
3.Innovative DNA & Drug Screening
4.Onsite Results Laboratory
5.PHAMATECH
6.Quantum Lab Innovative Solutions, LLC
7.Technical Resource Management, LLC d/b/a Cordant Health Solutions.

After a thorough review of all submissions and the creation of a bid tabulation sheet, it was determined that Technical Resource Management, LLC d/b/a Cordant Health Solutions) submitted the lowest bid. Following consultation with the Department of Purchasing, it is recommended that a purchase order for Quote #25ITB1391214A-KM be awarded to Technical Resource Management, LLC d/b/a Cordant Health Solutions.

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

   Click here to enter text.

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.**

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

   If this contract is not approved, the Accountability Court Programs will be unable to confirm drug screening results from multi-panel instant tests, creating a significant gap in program operations. Without confirmation testing, participants may dispute results, limiting the program's ability to enforce accountability and make informed decisions.

   Additionally, the inability to verify substance levels would reduce the effectiveness of monitoring participant progress. Confirmation testing is also required to ensure compliance with grant requirements that allow participants to dispute test results. Without this service, the program risks non-compliance and potential loss of funding.

   Overall, failure to approve this contract would impair program integrity, accountability, and compliance.

Performance Evaluation Details

ID	E2
Project	Accountability Courts Drug and Alcohol Screen Confirmations
Project Number	25ITB1391214A-KM
Supplier	Technical Resource Management, LLC dba Cordant Health Solutions
Supplier Project Contact	Proposal Manager (preferred language: English)
Performance Program	Professional Services
Evaluation Period	12/22/2025 to 03/21/2026
Effective Date	04/29/2026
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/29/2026 03:38 PM EDT
Completion Date	04/29/2026 03:38 PM EDT
Evaluation Score	82

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 Vendor understands the project goals.

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 Vendor completes tasks as required and sends reports in a timely manner.

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 The vendor meets all the user department requirements.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments The vendor is responsive to the user department.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **14/20**

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments	The vendor addresses concerns in a timely manner.

GENERAL COMMENTS

Comments	Overall, the user department is satisfied with this vendor.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0357 **Meeting Date:** 6/17/2026

Department
Juvenile Court

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract Fulton County Juvenile Court, 25RFP1390851A-ST, Accountability Courts Treatment Modalities with Empowerment Resource Center (Atlanta, GA) in the amount of $25,000.00 to provide Accountability Courts Treatment Modalities. This action exercises the first of two renewal options. One renewal option remains. Effective dates July 1, 2026, through June 30, 2027. This contract is 100% grant funded. No county funding is required.

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

The Fulton County Juvenile Court (FCJC) recommends the contract with Empowerment Resource Center (ERC) for Accountability Courts Treatment Modalities. FCJC is awarded grant funds from the Council of Accountability Court Judges) administered through CJCC (Criminal Justice Coordinating Council. ERC will implement treatment services for the two treatment court programs, HOPE and

CHOICIES. The HOPE Program is the court's Family Treatment Court, and the CHOICES program is the Court's Juvenile drug treatment court.

Scope of Work: : The Fulton County Juvenile Court (FCJC) requests renewal of a contract to further its mission to rehabilitate children and restore families through the continued provision of accountability courts therapeutic treatment modalities to children and families involved in juvenile drug court and family dependency treatment court. These support services include family/group reintegration and prevention services, as well as individual assessments and evaluations. The Consultant will provide evidence-based treatment for adult participants in Family Treatment Court and youth participants in Drug Court who have been assessed to have a substance use disorder. The treatment provider shall: 1. Provide license, certification(s) and other required documentation to ensure they possess the training, skills and knowledge to provide group and/or individual evidence-based services. 2. Conduct weekly substance use treatment and prevention groups for youth and adult participants. 3. Be responsible for administering assessments to determine a participant's level of care that aligns with the American Society of Addiction Medicine (ASAM) criteria. 4. Attend weekly and bi-weekly court staffing and review hearings. 5. Attend treatment team meetings as scheduled. 6. Document group schedules, participant attendance and notes in the Connexis case management system weekly. 7. Attend Council of Accountability Court Judges (CACJ) trainings as required. 8. Project Submit monthly invoices to the Program Administrator by the 5th day of the month for services rendered.

Community Impact: Countywide impact includes the provision of therapeutic treatment services to children and families in an effective manner that leads to the successful completion of court ordered supervision conditions; family reunification; and the reduction of juvenile delinquency re-offense rates by providing high quality and high fidelity service delivery for children and families.

Department Recommendation: The Fulton County Juvenile Court (FCJC) recommends renewal of the contract for the implementation of accountability courts treatment services to court involved children and families.

Project Implications: No future implications exist.

Community Issues/Concerns: No issues have been raised.

Department Issues/Concerns: The Department does not have concerns.

Contract Modification (

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	09/22/2026	$25,000.00
1st Renewal			$25,000.00
Total Revised Amount			$50,000.00

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

Contract Value: **$25,000.00**

Prime Vendor: **Empowerment Resource Center**
Prime Status: **Non-Profit**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$25,000.00 or 100.00%**

Total Contract Value: **$25,000.00 or 100.00%**
Total Certified Valu: **Non-Profit**

Exhibits Attached *(*

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

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

Cicley Barber, Chief Administrator Officer, Juvenile, 404-613-4681

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$25,000.00
Previous Adjustments:	$0.00
This Request:	$25,000.00
TOTAL:	$50,000.00

Grant Information Summary

Amount Requested:	$25,000.00
Match Required:	None
Start Date:	07/01/2026
End Date:	06/30/2027
Match Account $:	None

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

Agenda Item No.: 26-0357 **Meeting Date:** 6/17/2026

Fiscal Impact / Funding Source

Funding Line 1:

461-405-AC26-1160: Grant, Juvenile Court, Professional Services

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 6/30/2027
Cost Adjustment: none	**Renewal/Extension Terms**: : One renewal option remains

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2026**

Report Period End: **6/30/2027**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: _Juvenile Court

BID/RFP# NUMBER: 25RFP1390851A-ST

BID/RFP# TITLE: Accountability Courts Treatment Modalities

ORIGINAL APPROVAL DATE: July 1st, 2025

RENEWAL EFFECTIVE DATES: July 1st, 2026 through June 30th, 2027

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 1

RENEWAL AMOUNT: $25,000.00

COMPANY'S NAME: Empowerment Resource Center (ERC)

ADDRESS: 230 Peachtree Street NW STE 1800

CITY: Atlanta

STATE: GA

ZIP: 30303

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**fld_suppliernameone**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

[Insert Department Head Name & Title]
fld_departmentone

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**May 5, 2026**
Department:	Juvenile Court
Contract Number:	25RFP1390851A-ST
Contract Title:	Accountability Courts Treatment Modalities

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 Fulton County Juvenile Accountability Court Programs has implemented several measures to reduce both the scope and cost of this contract as part of its long-term sustainability plan. A full-time behavioral health clinician works exclusively to provide in-house treatment services, thereby reducing reliance on externally funded services and decreasing the amount of grant funding requested.

In addition, court staff who work directly with the Accountability Court Programs complete various evidence-based training courses each year, equipping them with the skills necessary to facilitate treatment groups and deliver direct services to participants. This internal capacity-building effort has further reduced the need for contracted services and associated costs while maintaining the quality and effectiveness of programming.

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:

Click here to enter text.

☐ **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?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

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

This is the first year of a two-year renewal option. The court and the vendor previously selected remain satisfied with services being provided; therefore, a new solicitation was not needed. The following information remains accurate: On May 19, 2025, the Department of Purchasing issued Request for Proposal #25RFP1390851A-ST for *Accountability Courts Treatment Modalities*. The solicitation sought qualified vendors to provide evidence-based and substance abuse treatment to participants C.H.O.I.C.E.S. Juvenile Drug Court and the H.O.P.E. Family Treatment Accountability Court Programs.

The solicitation received responses from four vendors:

1. DIVAS, Incorporated
2. Empowerment Resource Center
3. Jasper Family Counseling
4. Progressive Wellness Solutions

After a thorough evaluation of all submissions, **Empowerment Resource Center** was determined to have submitted the most competitive and responsive proposal.

Following consultation with the Department of Purchasing, it is recommended that a purchase order be awarded to **Empowerment Resource Center** in connection with RFP #25RFP1390851A-ST.

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

Click here to enter text.

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.**

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

If this contract is not approved, participants in the Fulton County Juvenile Court's Accountability Drug Court Programs will not receive the evidence-based treatment vital to their recovery. This contract provides four (4) different evidence-based treatment programs that are proven to work with this population of adults and youth who have been assessed to have a substance use disorder. Without this contract, parents who are participants in our Family Treatment Court Program may be unable to regain custody of their children.

Additionally, the lack of contracted treatment services would limit the department's ability to address criminogenic needs, likely resulting in increased recidivism and reduced public safety outcomes. Overall, failure to approve this contract would significantly impair the department's ability to deliver mandated services and achieve desired program outcomes.

Performance Evaluation Details

ID	E1
Project	ACCOUNTABILITY COURTS TREATMENT MODALITIES
Project Number	25RFP1390851A-ST
Supplier	Empowerment Resource Center
Supplier Project Contact	Jacqueline Brown (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2026 to 03/31/2026
Effective Date	05/07/2026
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/07/2026 03:18 PM EDT
Completion Date	05/07/2026 03:18 PM EDT
Evaluation Score	82

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 ERC has an excellent understanding of the project.

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 Therapists show up on time and are well prepared to deliver services.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **14/20**

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments ERC is responsive. Only minor concerns with submitting invoices timely.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments ERC is always responses timely to questions and concerns.

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	ERC works diligently to respond and resolve any issue.

GENERAL COMMENTS

Comments	Overall, the user department is satisfied with the vendor, ERC, and desires to continue the partnership.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0360 **Meeting Date:** 6/17/2026

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

Proclamation recognizing “Odyssey Atlanta Appreciation Day.” **(Pitts/Abdur-Rahman)**

Proclamation recognizing “The Drake House Appreciation Day.” **(Thorne/Ellis)**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0362 **Meeting Date:** 6/17/2026

Department
County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
June 2026 Justice System Update.

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)*
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

FULTON COUNTY GOVERNMENT

JUSTICE SYSTEM UPDATE

FULTON COUNTY GOVERNMENT

Justice System Update

JUNE 17, 2026

AGENDA

01 JUSTICE SYSTEM SCORECARD

02 JAIL POPULATION UPDATE

03 JAIL INITIATIVES

04 DIVERSION CENTER UTILIZATION UPDATE

JUSTICE SYSTEM SCORECARD
MONTHLY UPDATE

FULTON COUNTY

MEASURE	GOAL	MAY 2023 BASELINE	APRIL 2026	MAY 2026	DELTA *(previous month vs. current month)*
Average Length of Stay	30 days	71 days	53 days	47 days	6 day decrease
Jail Population Unindicted without other charges	10%	34%	14%	12%	2% decrease
Clearance Rate for Felony Criminal Cases	100%	72%	100%	127%	27% increase
Felony Cases Disposed within 180 Days	90%	25%	30%	27%	3% decrease
Felony Cases Disposed within 365 Days	98%	63%	59%	52%	7% decrease

Average length of stay calculated only after individuals have been booked out of the jail and does not include currently incarcerated inmates

FULTON COUNTY GOVERNMENT

Justice System Update

JUNE 17, 2026

AGENDA

01 JUSTICE SYSTEM SCORECARD

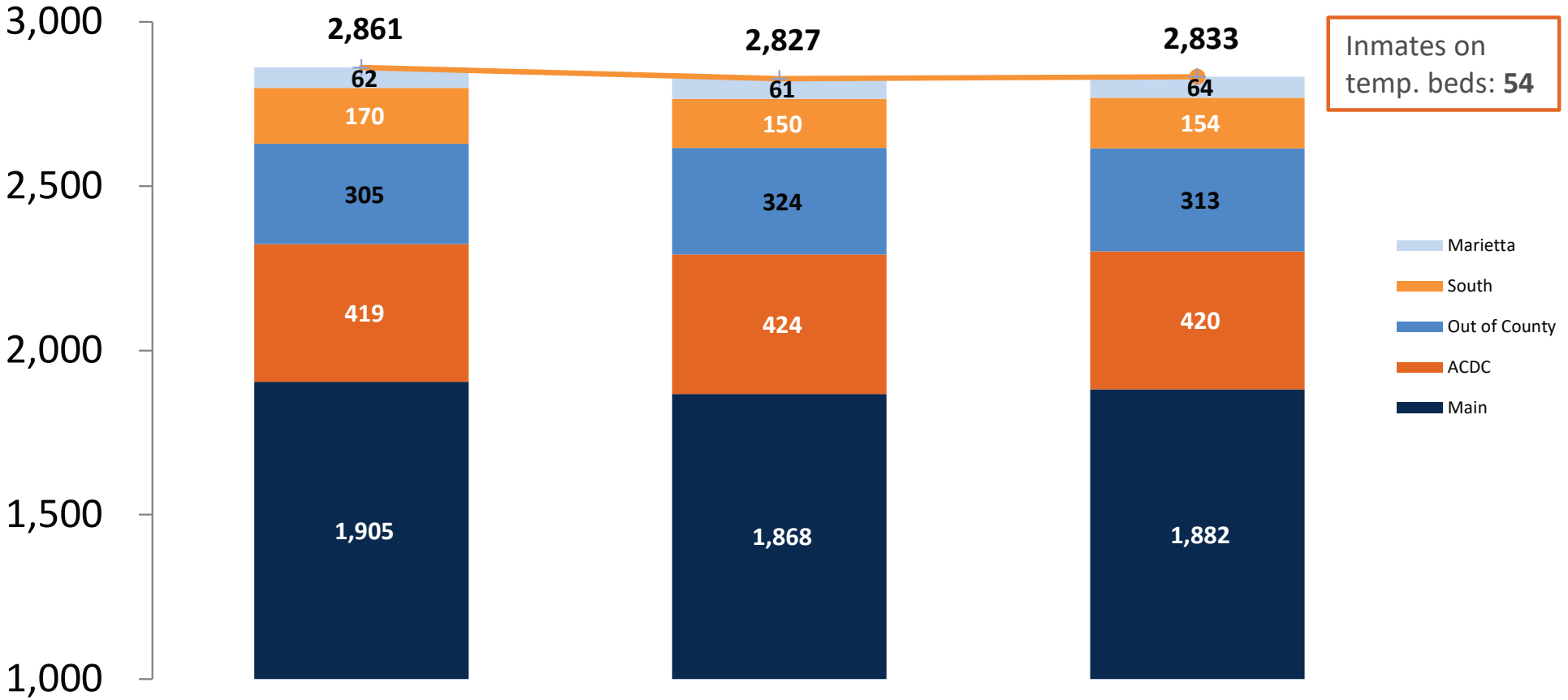
02 JAIL POPULATION UPDATE

03 JAIL INITIATIVES

04 DIVERSION CENTER UTILIZATION UPDATE

AVERAGE MONTHLY POPULATION

2,860
as of 6/9/2026



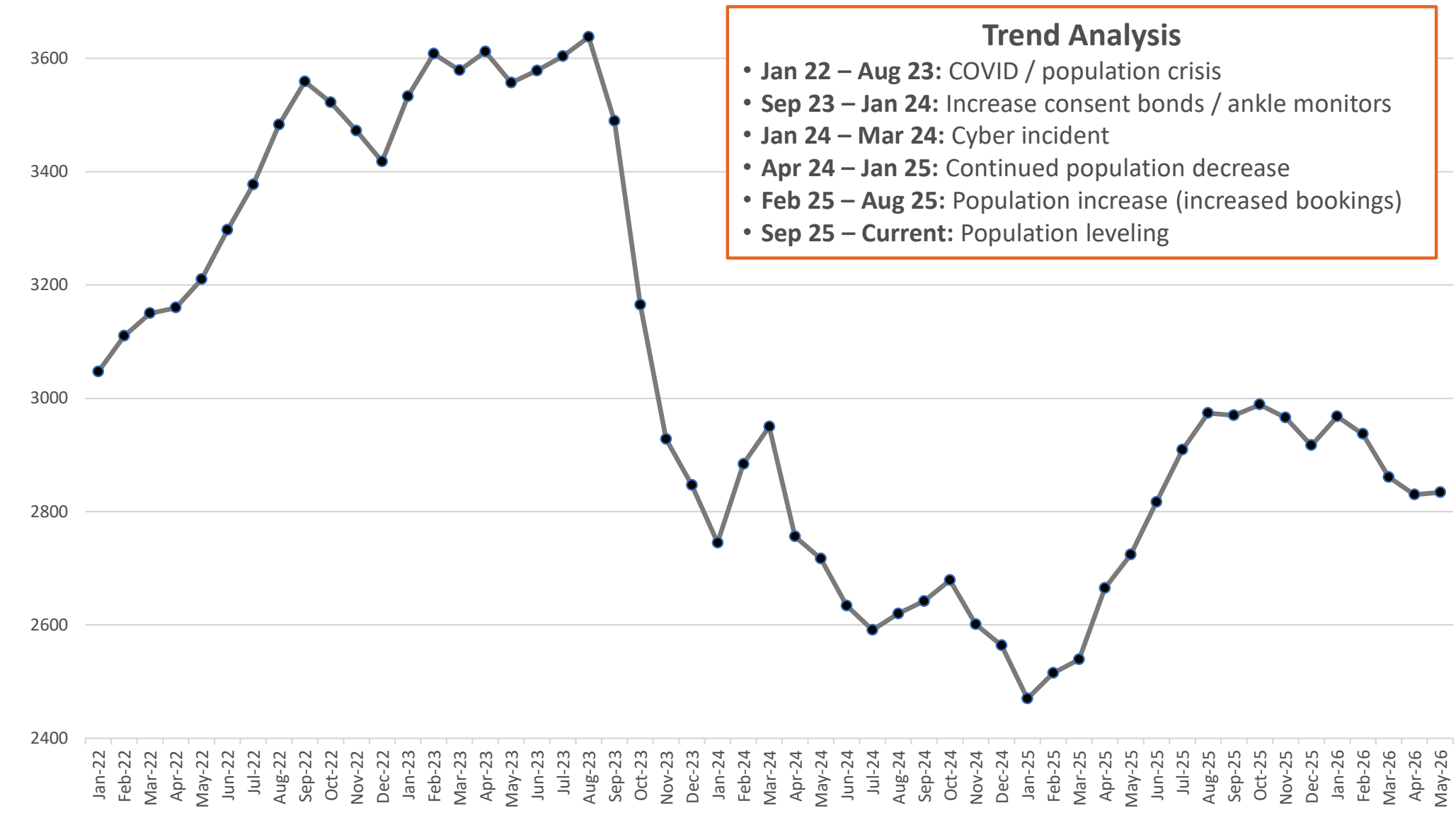
	March	April	May
Book In	1951	1970	1871
Book Out	2008	1991	1891
Net	57	21	20

AVERAGE MONTHLY JAIL POPULATION
POPULATION BY FACILITY

	MARCH	APRIL	MAY	6/9/2026
Main	1,905	1,868	1,882	1,908
ACDC	419	424	420	430
Out of County	305	324	313	310
South Annex	170	150	154	144
Marietta Annex	62	61	64	68
TOTAL	2,861	2,827	2,833	2,860

AVERAGE JAIL POPULATION - ALL FACILITIES

TRENDS

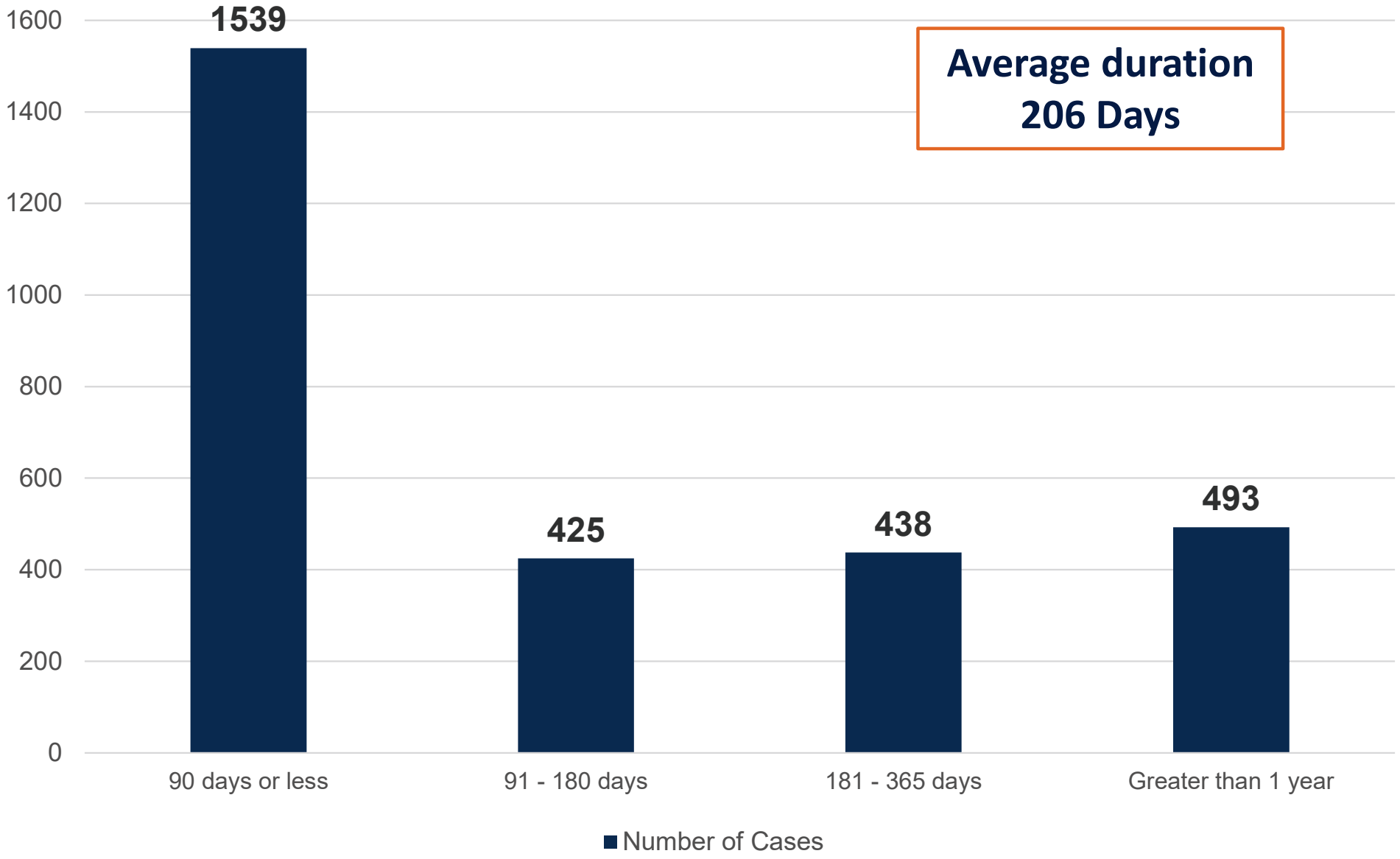


Trend Analysis

- **Jan 22 – Aug 23:** COVID / population crisis
- **Sep 23 – Jan 24:** Increase consent bonds / ankle monitors
- **Jan 24 – Mar 24:** Cyber incident
- **Apr 24 – Jan 25:** Continued population decrease
- **Feb 25 – Aug 25:** Population increase (increased bookings)
- **Sep 25 – Current:** Population leveling

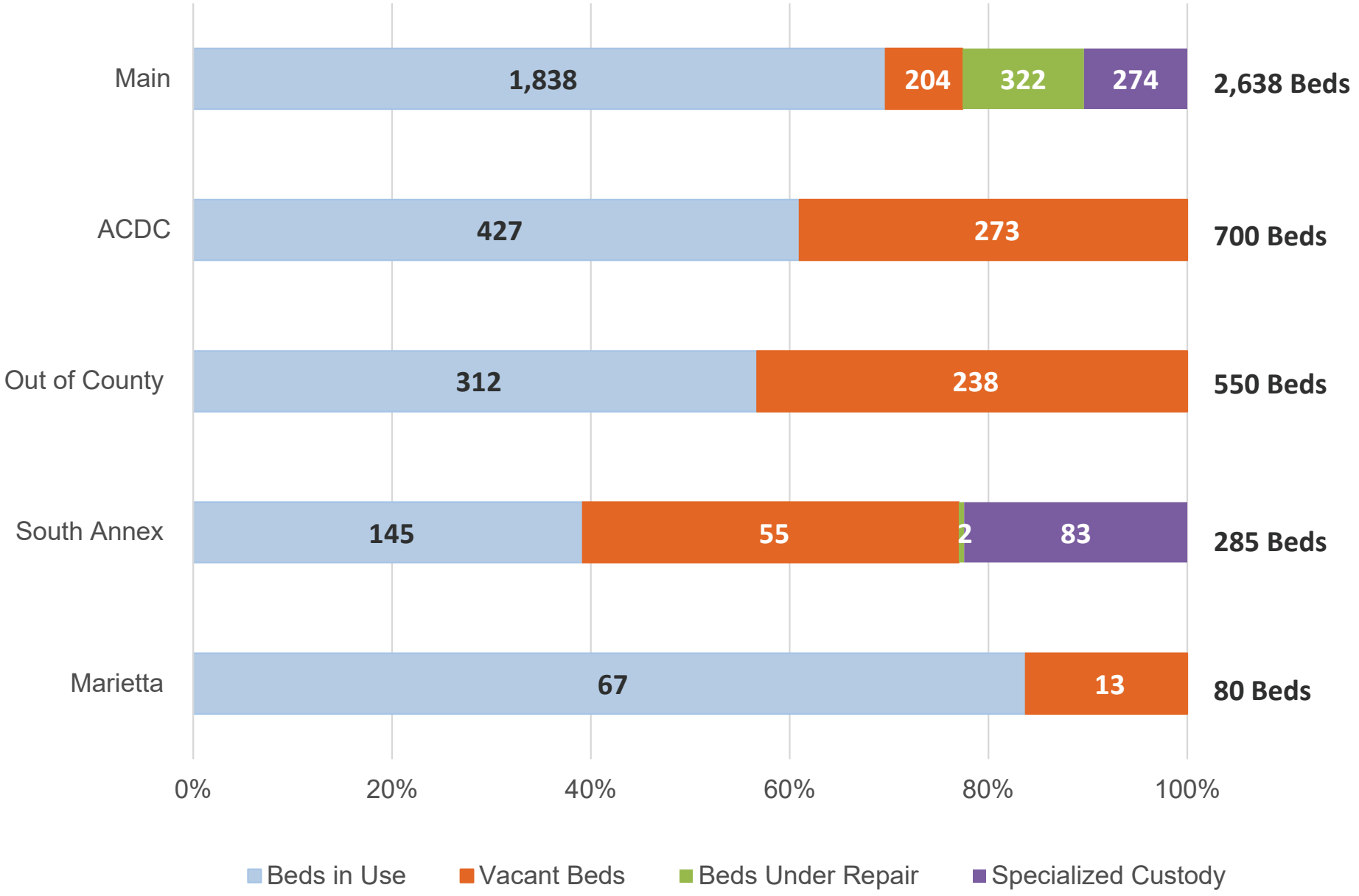
LENGTH OF STAY FOR CURRENTLY INCARCERATED

INMATES IN JAIL AS OF 6/2/2026



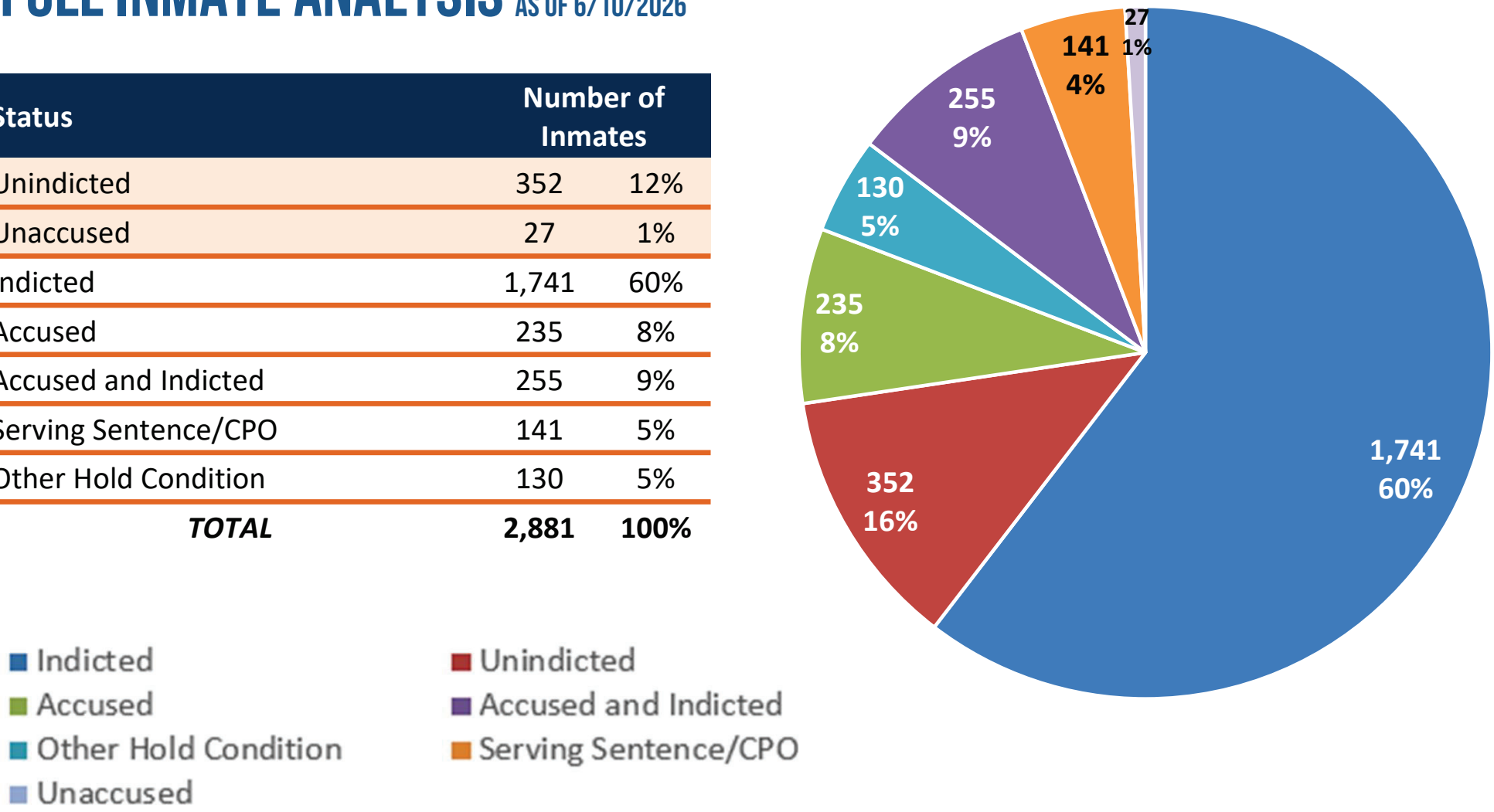
JAIL POPULATION
FACILITY UTILIZATION AS OF 6/8/2026

Specialized Custody: inmate classification, competency, discipline, protective custody



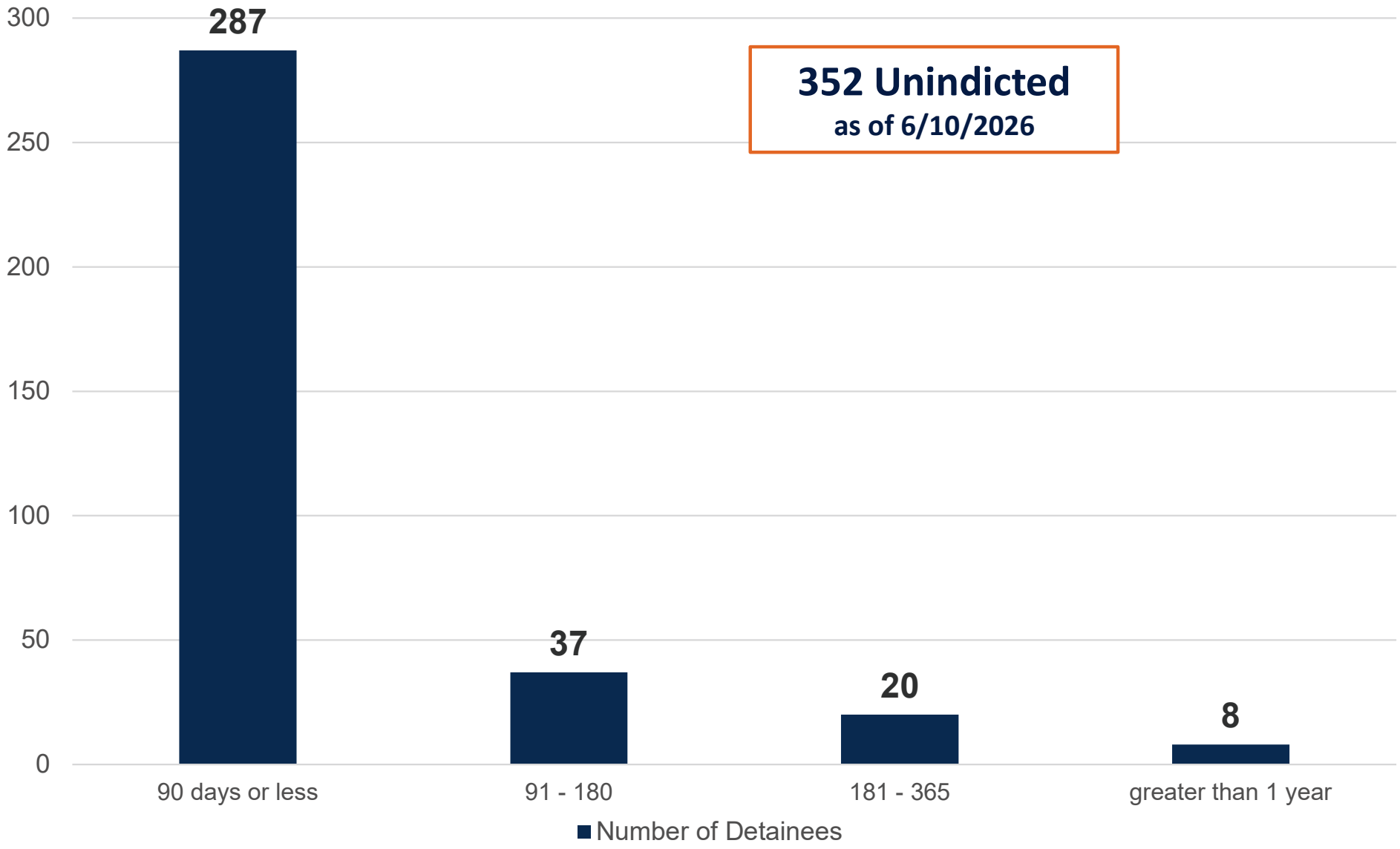
JAIL POPULATION
FULL INMATE ANALYSIS AS OF 6/10/2026

Status	Number of Inmates	
Unindicted	352	12%
Unaccused	27	1%
Indicted	1,741	60%
Accused	235	8%
Accused and Indicted	255	9%
Serving Sentence/CPO	141	5%
Other Hold Condition	130	5%
TOTAL	**2,881**	**100%**



UNINDICTED JAIL POPULATION

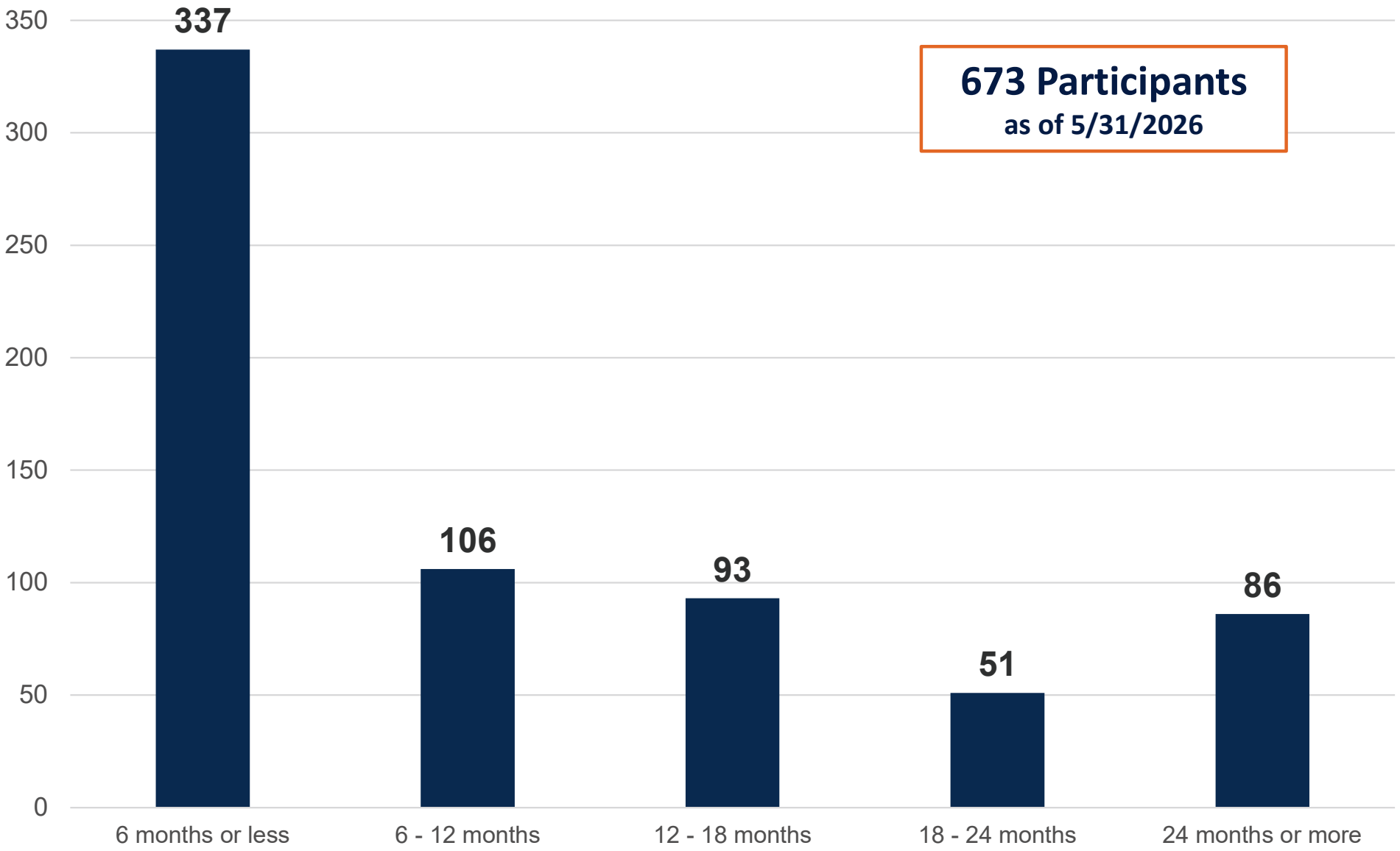
DAYS IN JAIL AS OF 6/10/2026



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appears and foreign and/or other agency holds)

ELECTRONIC MONITORING UPDATE

MONTHS ON MONITOR AS OF 5/31/2026



ELECTRONIC MONITORING UPDATE
6 MONTH ROLLING PARTICIPATION

	6 months or less	6 – 12 months	12 – 18 months	18 – 24 months	Greater than 24 months	TOTAL	% less than 1 year	% greater than 1 year
MAY 2026	337	106	93	51	86	**673**	66%	34%
APR 2026	269	103	94	71	64	**601**	62%	38%
MAR 2026	227	112	98	72	67	**576**	59%	41%
FEB 2026	184	122	102	74	70	**552**	55%	45%
JAN 2026	173	141	90	67	72	**543**	58%	42%
DEC 2025	169	143	90	66	71	**539**	58%	42%

FULTON COUNTY GOVERNMENT

Justice System Update

JUNE 17, 2026

AGENDA

01 JUSTICE SYSTEM SCORECARD

02 JAIL POPULATION UPDATE

03 JAIL INITIATIVES

04 DIVERSION CENTER UTILIZATION UPDATE

JAIL INITIATIVES

SHERIFF RECRUITMENT AND HIRING AS OF 6/11/2026

	2026 Jail Unit Activity						
	Jan	Feb	Mar	Apr	May	Jun	Total
Jail Unit Hiring	19	5	3	15	2	4	**48**
Jail Unit Separation*	2	5	6	14	7	0	**34**
Source - County HR System						Net New Hires	**14**

*Four (4) pending May separation (projecting net = 10)

	Whalls Recruitment and Hiring Activity Report										
	Jan	Feb	Mar		Apr		May		Jun		
			11th	25th	8th	22nd	6th	20th	3rd	17th	Total
All time candidates in Whalls pipeline	1796	1179	774	739	830	865	787	1043	773	TBD	**8786**
Completed packets sent to FCSO	35	13	32	49	21	18	13	11	10	TBD	**202**
Whalls new hires	0	1	0	0	3	5	1	1	4	TBD	**15**

JAIL POPULATION
POPULATION REDUCTION INITIATIVES

ITEM	DESCRIPTION	BOC UPDATE	POPULATION IMPACT
Increase ankle monitor utilization	Increase use of County-funded ankle monitors for eligble participants	• End of May: 673 total participants • Monthly increases: 24 in March, 25 in April, and 72 in May	**20-25 people placed on monitors per month**
Implement automated text reminders	Text reminders reduce FTAs, target 25% reduction -- initial rollout will include Superior Court criminal cases being calendared 14 days out	• COSMC and Tyler are finalizing configuration • Text message content is being finalized • Anticipated launch: TBD	**Up to 20 fewer people booked on FTAs per month**
Establish bond review calendar	Establish a Bond Review Calendar for bonds <$10K and >30-day length of stay (must be unindicted inmate)	• Superior Court coordinating with Magistrate Court to preside over bond review calendar • Anticipated launch: August 2026	**80-130 people reviewed for expedited release per month**
Maintain consolidated trial and motions calendar	Maintain monthly Consolidated Trial and Motions Calendars for serious felony cases ready for trial	• Assessing investment across Justice Partners for additional staff • Anticipated launch: August 2026	**15 – 20 expedited trials per month**
Stand up Diversion Hub at Fulton County Jail	A pre-booking intercept at the jail entrance offering greater Diversion Center utilization, reduced jail inflow, and low-level warrant resolution	• Analyzing impact of new FCSO misdemeanor policy on diversion eligible bookings • State Court standing orders being drafted to standardize warrant process and assignment of a judge	**10 diversions missed per day**
Reduce forensic evidence processing backlogs through 3rd party labs	GBI backlogs for sexual assault, drug, and ballistics evidence significantly increase length of stay	• Developing proposal to establish not-to-exceed cap for evidence testing and expert witness testimony across the 3 labs	**TBD (serious felony cases may be reduced by several months)**

FULTON COUNTY GOVERNMENT

Justice System Update

JUNE 17, 2026

AGENDA

01 JUSTICE SYSTEM SCORECARD

02 JAIL POPULATION UPDATE

03 JAIL INITIATIVES

04 DIVERSION CENTER UTILIZATION UPDATE

DIVERSIONS AND SERVICES

MONTH OF MAY AS OF 5/31/2026

Jurisdiction	Number of Diversions	
Atlanta	176	70%
MARTA	36	14%
Fulton PD	27	11%
Sandy Springs	4	2%
College Park	3	1%
Georgia Tech	2	1%
Alpharetta	1	<1%
Hapeville	1	<1%
FCSO	1	<1%
TOTAL	**251**	**100%**

Charges	Number of Diversions	
Criminal Trespass	109	43%
Pedestrian Related	25	10%
Substance Related	21	8%
Disorderly Conduct	20	8%
Loitering	19	8%
Public Indecency	14	6%
Soliciting Money	11	4%
Shoplifting	7	3%
Def/Urinate in Pub	6	2%
Violence Related	6	2%
Urban Camping	6	2%
Other Charges	7	3%
TOTAL	**251**	**100%**

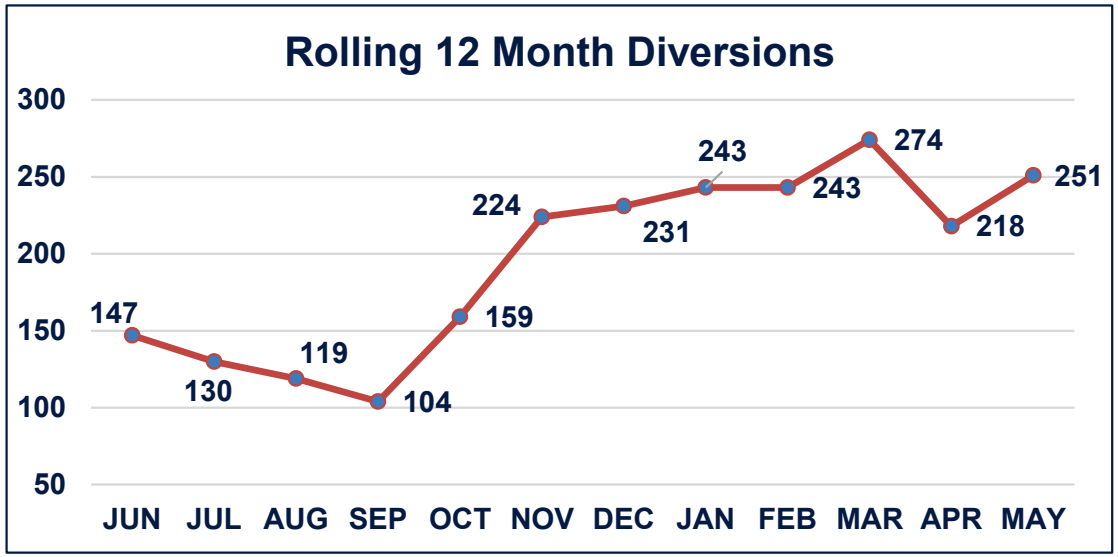
Connected Services	Count	
Housing	227	32%
Mental Health Care	191	27%
Case Management	110	15%
Substance Abuse Prgm	75	11%
Income Support	75	11%
Health Care	34	11%
TOTAL	**712**	**100%**

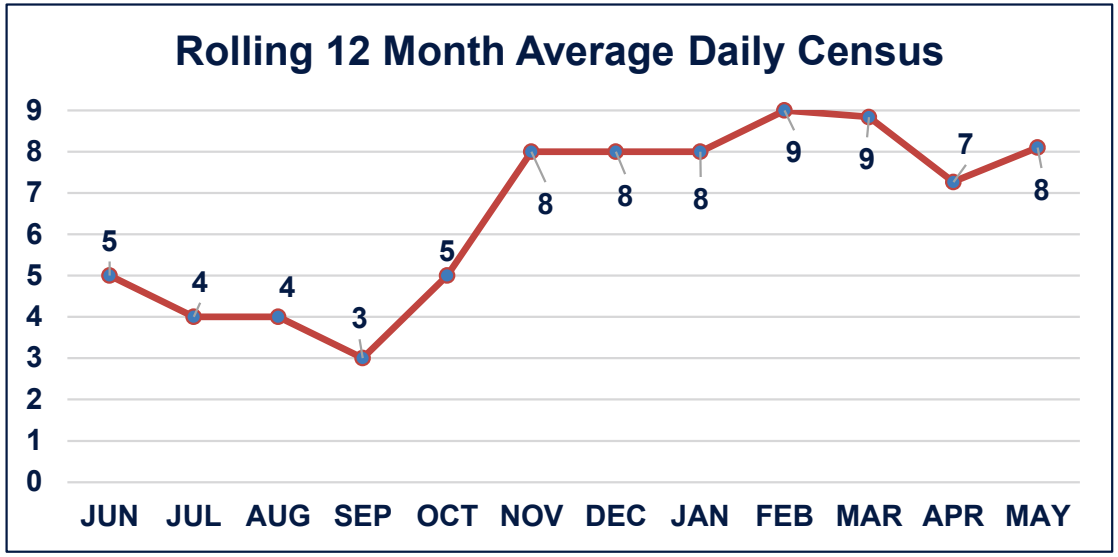
251 May Diversions

219 unique individuals
16 guests diverted 2 times
6 guest diverted 3+ times

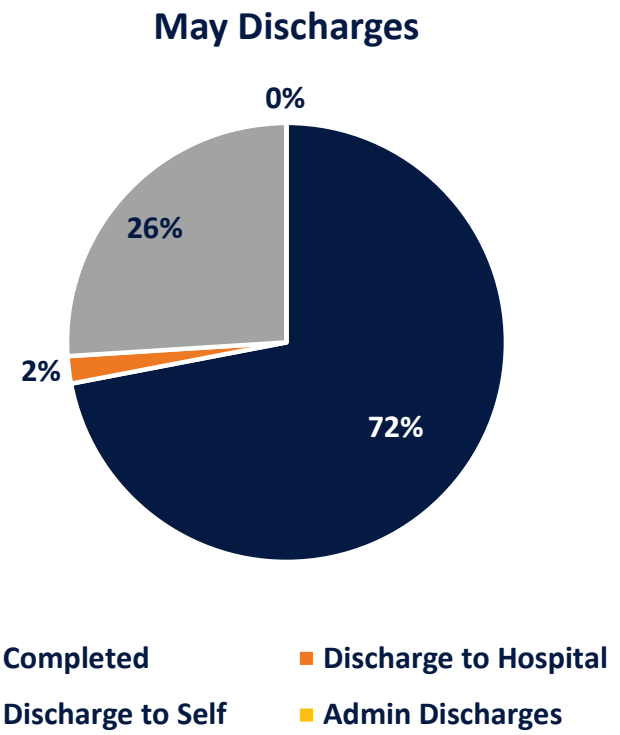
DIVERSION TRENDS

DIVERSIONS AND DISCHARGES AS OF 5/31/2026





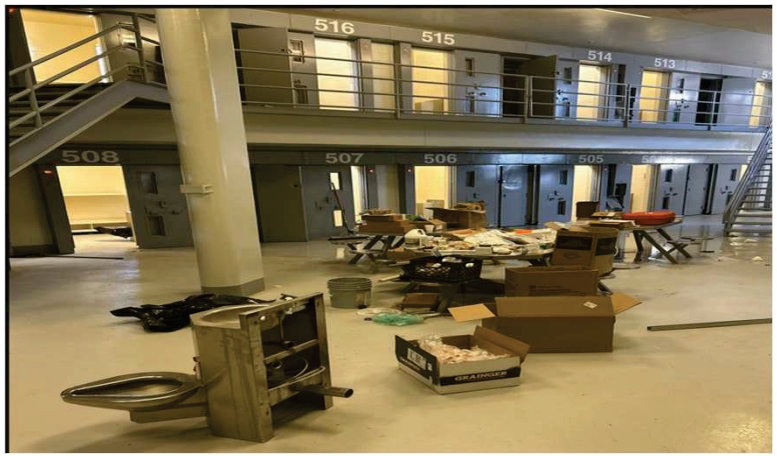
All time diversions
2,743

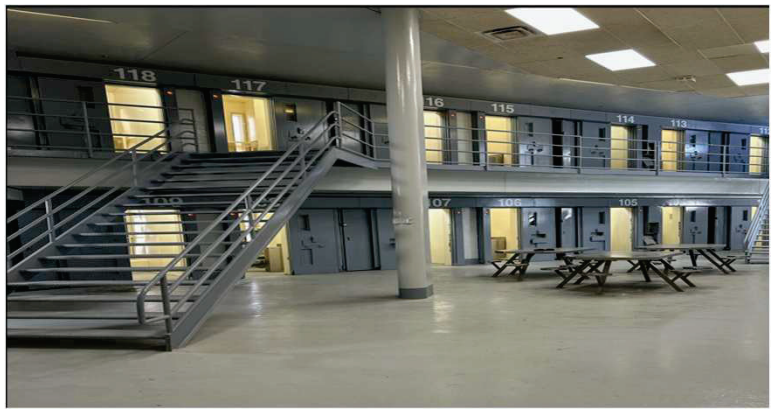


FULTON COUNTY GOVERNMENT

JAIL MAINTENANCE UPDATE

Jail Maintenance Blitz





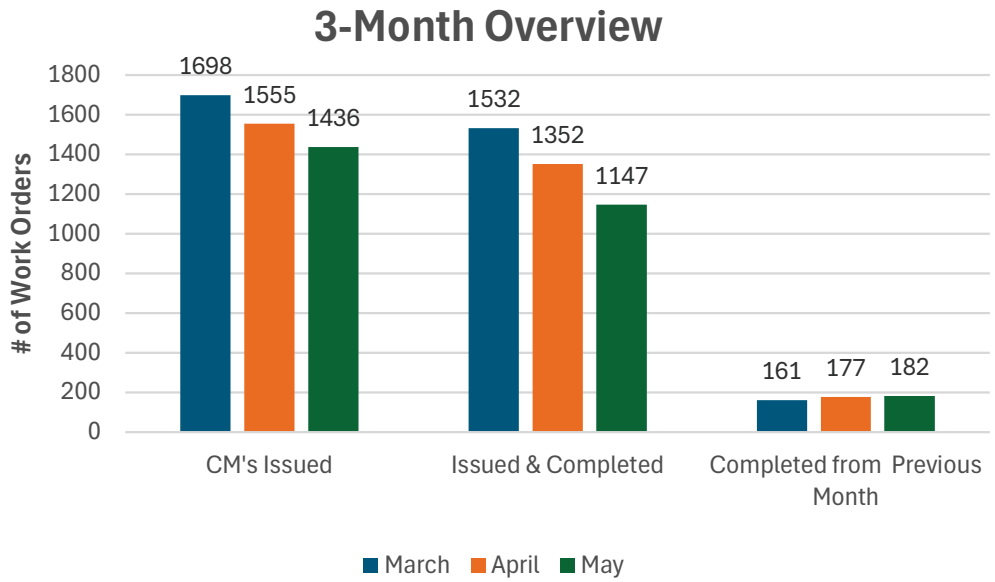
- **11** of **13** housing units completed = **85%**
  - Final 2 units were initially slated for "phase 2 of blitz". Enhanced jail maintenance precludes need for phase 2.
  - Classification concerns preclude use of 5 South for
- **7 North Zone 600**: Fire on 12/12/2025 requires major mechanical and aesthetic remediation. Smoke damaged zones (100-500) have been remediated.
- Upcoming blitz area: **6 South**
  - **No completion projection at this time**
  - Anticipated to begin in July based on fire remediation of 7 North

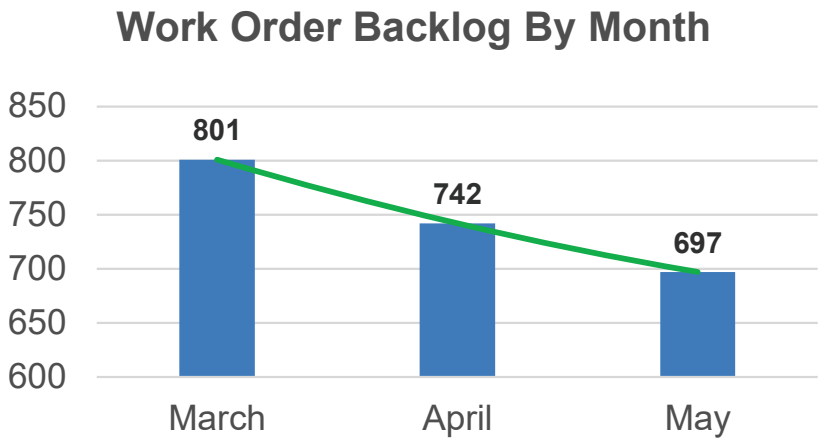
Jail Maintenance Performance

Thru 6/11/2026

- **Corrective Maintenance (May 2026)**
  - **1,147** of **1,436** issued & completed: **80%**
  - **102** May CM's completed in June = **87%**
  - **1,249** total May work orders completed
  - **69%** of new work orders due to vandalism
- **Preventive Maintenance (May 2026)**
  - **276** of **315** PM's scheduled & completed: **88%**
- **Open Work Orders > 30 days = 697**
  - Upcoming blitz areas: **344**
  - Blitz areas require units to be vacant

Fence Line Breach

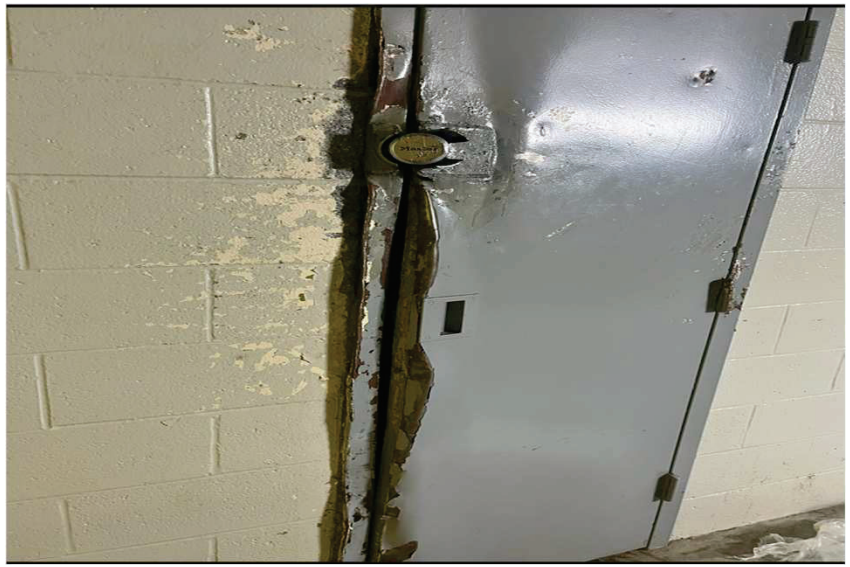




Jail Maintenance - Bed Availability

- **Out of service due to active/scheduled repairs**

Location	# of Beds
1 North	4
2 South	2
4 North	2
5 North	4
6 North *(scheduled blitz)*	43
6 South (*scheduled blitz*)	67
7 North (Fire)	198
7 South	2
TOTAL	***322***



Vandalized Pipe Chase Door

Vandalized Day Room Window

Immediate Repairs Update

- **BOC approved $3.2M for several critical repairs/upgrades**

DESCRIPTION	COST	STATUS
Fire Alarm Upgrade	$723,865	• **Completed -** 8/4/2025. • 2nd phase to address field devices began on 9/29/2025. Projected completion: September 2026.
Padded Cells @ South Annex	$260,000	**Completed** 1/17/2025.
Kitchen Equipment Replacement	$212,302	**Completed** 6/11/2025
Laundry Equipment Replacement	$346,657	2 of 6 new washers installed on 1/26/2026. One (1) dryer replaced due to fire.
Elevator Modernization	$1,652,000	Recommendation being prepared for July agenda.
TOTAL	**$3,194,824**	

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0363 **Meeting Date:** 6/17/2026

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation, review, and approval of June 17, 2026, 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 June 17, 2026 Soundings request is submitted for your review and approval. Below is a brief summary of each request and the related justification.

GENERAL FUND

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Modify the 2026 Annual Hardware and Software Maintenance and Support List - (Page 2)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2026 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

Annual Hardware and Software Maintenance and Support List - 2026								
Type	**Vendor Name**	**Product Name**	**Description**	**User Agency**	**2026 Expenditure**	**Addt'l Amt**	**Funding Source**	**Comments**
Software License	Accessible Solutions	SERVtracker	Web Hosting	Senior Sercices	$25,745	$6,922	Senior Services	Increase FY26 Spending Authoity to 32,667
Type	**Vendor Name**	**Product Name**	**Description**	**User Agency**	**2026 Expenditure**	**Addt'l Amt**	**Funding Source**	**Comments**
Software License	Presidio	Prisma	SD-WAN	FCIT	$850,000	$577,544	FCIT	Increase FY26 Spending Authoity to 1,427,544

Fiscal Impact / Funding Source

Funding Line 1:

There is no funding impact with these AML spending authority increase requests

FULTON COUNTY

JUNE BUDGET SOUNDINGS

June 17, 2026

Presented

to the

Board of Commissioners

by the

Finance Department

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
June 17 2026 Sounding

GENERAL FUND:

June 17, 2026 SOUNDINGS:

	Contingency Actions
Beginning Contingency as of January 1, 2026:	$1,000,000
Less April Soundings: 4/1/26	0
Less April Soundings: 4/15/26	0
Less May Soundings: 5/6/26	0
Less May Soundings: 5/20/26	0
Less June Soundings: 6/3/26	0
Less June Soundings: 6/17/26	0
Less July Soundings: 7/15/26	0
Less August Soundings: 8/5/26	0
Less August Soundings: 8/19/26	0
Less September Soundings: 9/2/26	0
Less September Soundings: 9/16/26	0
Less October Soundings: 10/7/26	0
Less October Soundings: 10/21/26	0
Ending Contingency Balance:	$1,000,000

Page #	Department Name & Agency Number	Amount
	Item 26-0255 - approved by BOC:Transfer funds from Non-Agency to Community Development for support of the Summer Youth Internship Program	
	Non-Agency - 999	**(250,000.00)**
	Community Development - 121	**250,000.00**
	Item 26-0292 - approved by BOC:Transfer funds from Superior Court to Magistrate Court previously transferred by Resolution 23-0967.	
	Superior Court Administration - 450	**(549,143.34)**
	Magistrate Court - 422	**549,143.34**
	Total Request from Contingency	**$0**

Total Fund Impact	**$0**

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:
Modify the 2026 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2026								
Type	**Vendor Name**	**Product Name**	**Description**	**User Agency**	**2026 Expenditure**	**Addt'l Amt**	**Funding Source**	**Comments**
Software License	Accessible Solutions	SERVtracker	Web Hosting	Senior Sercices	$25,745	$6,922	Senior Services	Increase FY26 Spending Authoity to 32,667
Type	**Vendor Name**	**Product Name**	**Description**	**User Agency**	**2026 Expenditure**	**Addt'l Amt**	**Funding Source**	**Comments**
Software License	Presidio	Prisma	SD-WAN	FCIT	$850,000	$577,544	FCIT	Increase FY26 Spending Authoity to 1,427,544

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2026 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

The Senior Services Department requests an increase to FY26 AML #310 (Accessible Solutions Vendor: SERVtracker) spending authority in the amount of 6,922, increasing the total FY26 spending authority to 32,667. No additional funding is requested.

The Fulton County Information Technology Department (FCIT) requests an increase to FY26 AML #212 (Prisma/SD-WAN, vendor: Presidio) spending authority in the amount of 577,544, increasing the total FY26 spending authority to 1,427,544. No additional funding is requested.

RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO AMEND FULTON COUNTY'S CURRENT BUDGET ON JUNE 17, 2026, TO MODIFY DEPARTMENTAL BUDGETS; AND FOR OTHER PURPOSES

WHEREAS, O.C.G.A. § 36-81-3 provides that counties have the authority to adopt an ordinance to establish their own fiscal year and budget preparation process; and

WHEREAS, the Board of Commissioners of Fulton County has determined that it is in the best interest of the County to have a streamlined budget preparation process that provides the necessary legal requirements and removes previous time consuming and burdensome practices; and

WHEREAS, O.C.G.A. § 36-81-3 provides that a county may amend its budget to adapt to changing governmental needs during the budget period; and

WHEREAS, O.C.G.A. § 36-81-3(d) provides that amendments shall be made as follows:

(1) Any increase in appropriation at the legal level of control of the local government, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the governing authority. Such amendment shall be adopted by ordinance or resolution, and the basis for the funding decision does not negate or create personnel policy or procedure;

(2) Transfers of appropriations within any fund below the local government's legal level of control shall require only the approval of the budget officer; and

(3) The governing authority of a local government may amend the legal level

of control to establish a more detailed level of budgetary control at any time during the budget period. Said amendment shall be adopted by ordinance or resolution; and

WHEREAS, the legal level of control for Fulton County is the departmental level.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is hereby amended by approval of the attached departmental budget modifications.

BE IT FURTHER RESOLVED THAT all resolutions or parts thereof in conflict herewith are hereby repealed.

SO PASSED AND ADOPTED, this 17th day of June, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Robert L. Pitts, Chairman

ATTEST:

_____
Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0364 **Meeting Date:** 6/17/2026

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Registration and Elections, 26TEMP1548386C-MH, SWC# 99999-001-SPD0000136-0006, Temporary Staffing Services - Clerical Light in the total amount not to exceed $8,958,784.66 with Abacus Corporation (Morrow, GA) to provide temporary staffing services for General Election/Nonpartisan Election & Runoff Elections. Effective: July 1, 2026, through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Fulton County Code Section 102-462, requests for approval of statewide contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: To provide temporary staffing services for the temporary staffing services for the General Election /Nonpartisan Election & Runoff Elections.

Scope of Work: The statewide contract will provide supplemental staffing services to prepare and conduct the above-mentioned scheduled elections. To successfully conduct a county-wide election, the Registration and Elections Department needs to hire approximately 797 to 799 workers. The County is not equipped to manage that workload of recruiting and hiring the mass amount. Thus, it is essential to contract these services to a professional recruitment vendor, to meet the necessary

volume of staff for each election.

Cost & Staffing (Number of workers)

Staffing Agency	November 3, 2026, election: General Election/Nonpartisan Election	December 1, 2026, election: General Election/Nonpartisan Runoff	Total
Abacus Corporation	$6,590,819.74	$2,367,964.92	$8,958,784.66
Number of Staffing	799	797	

Community Impact: It will have a negative effect on the community if the voter registration and elections process is not handled efficiently due to shortage of staff for all areas needed to conduct a countywide election.

Department Recommendation: The Department of Registration and Elections recommends approval of statewide contract to provide temporary staffing services for the General Primary Election/Nonpartisan Election and Runoff Election.

Project Implications: The approval of statewide contract to provide temporary staffing services will ensure the Department follow state election laws.

Community Issues/Concerns: Early Voting and Election Day poll locations may not properly staff.

Department Issues/Concerns: Supplemental staff will assist with preparation and conduct of all elections. If the statewide contract is not approved, the Department may not be able to meet state-mandated deadlines.

Contract Modification: New request.

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

Not Applicable

Exhibits Attached

Exhibit 1: Abacus Statewide contract
Exhibit 2: Pricing Sheet - Nov & Dec elections
Exhibit 2A: Pricing Sheet - November election

Agenda Item No.: 26-0364 **Meeting Date:** 6/17/2026

Exhibit 2B: Pricing Sheet - December election

Contact Information

Nadine Williams, Director, Registration and Elections, 404-612-3130

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$8,958,784.66
TOTAL:	$8,958,784.66

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2653-1160: Elections, Registration & Elections, Professional Services - $6,590,819.74

Funding Line 2:

100-265-2658-1160: Elections, Registration & Elections, Professional Services -$2,367,964.92

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**:

Supplier Information Sheet

Contract Description	**Temporary Staffing Services**		
Statewide Contract Number	**99999-001-SPD0000136-0006**		
Supplier ID Number	**0000169020**		
Supplier Name	**ABACUS CORPORATION**		
Effective Date	**July 01, 2017**	**Expiration Date**	**June 30, 2027**
Number of Suppliers Awarded	**9**	**Contract Type:**	**Mandatory**

Table of Contents	**Page Number**
Supplier Information	**2**
General Contract Information	**3**
Pricing List & MAP	**4**
Ordering Instructions	**8**
Supplier Services, Expertise, and Experience	**9**
Where to Find Additional Attachments	**10**
Renewals / Extensions / Amendments	**11**
NIGP Codes	**12**
DOAS Contact Information	**13**

Supplier and Contract Information

Supplier Name & Address
ABACUS CORPORATION – Corporate Headquarters **610 Gusryan Street** **Baltimore, MD 21224**

Supplier Website:	http://www.abacuscorporation.com/

Primary Supplier Contact	Alternate Supplier Contact
Name: Drew L. D'Avanzo Email: dd@abacuscorporation.com Phone Number: 443-652-4067 Mobile: 410-608-9654 Fax: Fax: 410-633-1976	Name: Anthony Gordorn Email: Anthony.Gordon@abacuscorporation.com Phone Number: 678-467-3837

General Supplier Email:	Atlanta@abacuscorporation.com

Contract Details	
Remittance Address	Abacus Corporation P.O. Box 37766, Baltimore, MD 21297-3766
Discounts	N/A
Services provided: Service Areas	All (1-5) Regions
Payment Terms	Net 30 Days
Authorized Users	State and Local Government
Acceptable Payment Method(s)	Vendor will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

General Contract Information

Through strategically sourced procurement, the State Purchasing Division of the Department of Administrative Services has established a new Statewide Contract(s) for Language Services, (99999—001-SPD0000136) with 9 suppliers. This new statewide contract replaces the prior statewide contract titled Temporary Staffing-Clerical & Light Industrial (SWC80781), which was awarded from January 2008 to 2017.

This statewide contract is a CONVENIENCE CONTRACT for all state of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a Mandatory basis to all other governmental entities in the state of Georgia, including state authorities, local governments, municipalities, cities, townships, and counties. The contract term is from July 01, 2017, to June 30, 2019. In addition, the State has three (3) one-year renewals through June 30, 2022. The contract has been extended as the new solicitation is underway. It is on its fifth extension.

The purpose of this contract is to provide a reliable supply of temporary staffing services to meet the diverse needs of state and local government entities. For purposes of this eRFP, temporary staffing services have been separated into five (5) distinct categories based on (1) job families consisting of commonly grouped job titles or (2) other related support services closely associated with providing temporary staffing resources as follows: (a) Administrative Staffing (b) Professional Staffing (c) Industrial Staffing (d) Healthcare Staffing (e) Other Staffing Related Services. All Suppliers were awarded to serve the 5 regions.

Key Benefits of the Contract:

- Agencies or eligible public bodies don't need to run their own full procurement; they can simply issue purchase orders to vendors already vetted under this contract.
- Rates are established and reviewed by the Georgia Department of Administrative Services (DOAS), ensuring cost-effective staffing.
- Competitive pricing and cost savings
- Administrative Efficiency & Faster Procurement: saves time and reduces paperwork
- The contract complies with procurement Law; it is audit-ready and fully compliant
- This contract supports short-term, long-term, and project-based staffing needs across a wide range of roles.
- Conversion flexibility (via amendment), allowing conversion of temporary staff to full-time positions under defined terms.
- This contract provides choice and flexibility for multiple vendors awarded across various categories and skill levels under the same contract
- It is available to state agencies, local governments, universities, and other authorized users.

SPD-NOA (5).pdf to access the Notice of Award document to see the awarded categories and the awarded suppliers.

UPDATE: Amendment- EFFECTIVE DATE: 7/1/2021

Where the State agency seeks to change the status of an administrative temporary staffing resource, acquired under this Statewide contract, from temporary to permanent status, the following method shall be used to determine any applicable conversion fees due to the Statewide Contract supplier:

CONVERSION FEE: If, prior to completing 520 hours of a work assignment, the contractor converts to a full-time role, a fee equal to 160 hours of the rate of pay will be used

.

Step 1: The temporary resource meets the administrative temporary staffing conversion requirements

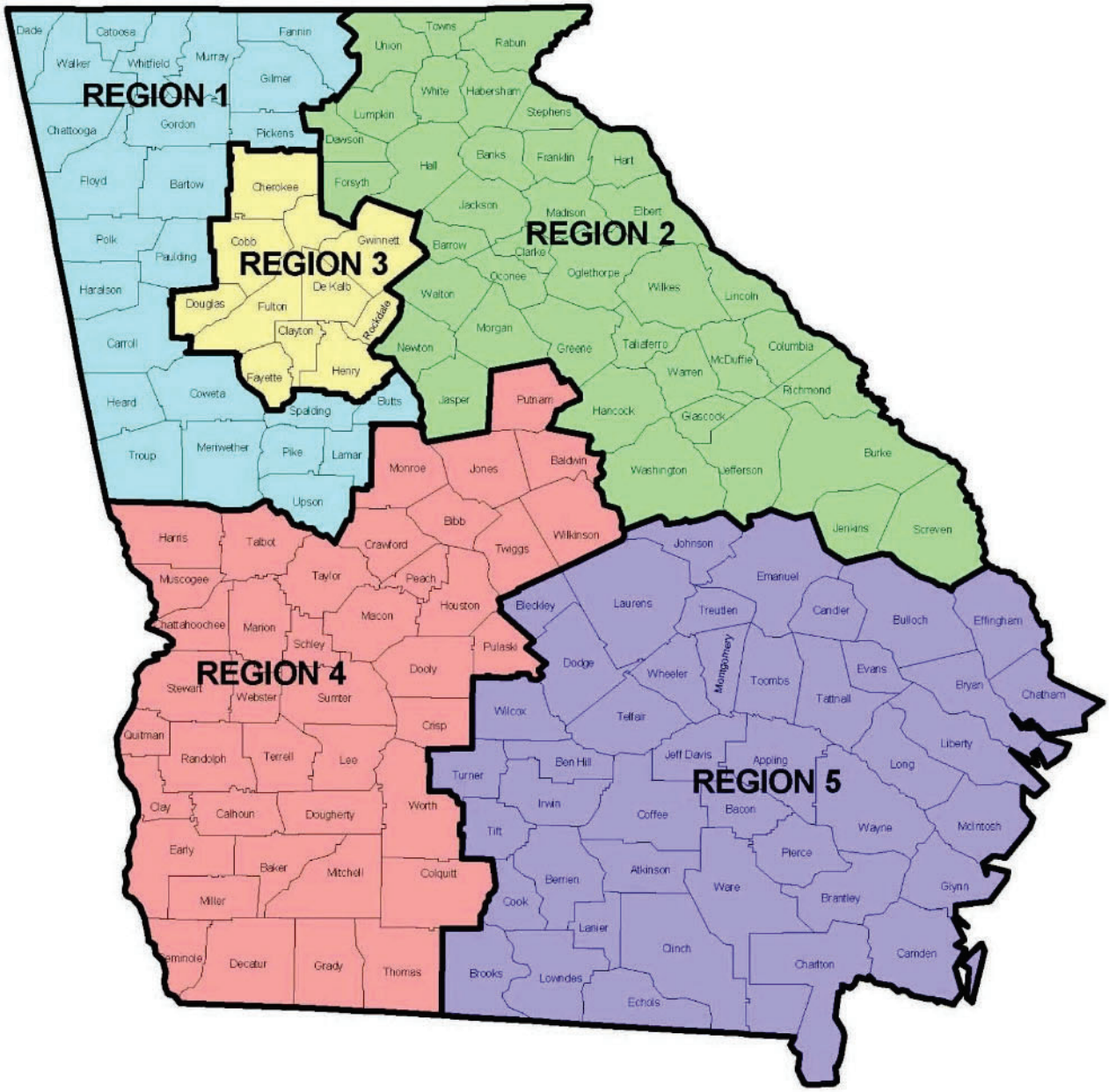
Step 2: Please contact the Statewide Contract Supplier Contract Manager to complete the resource conversion fee process

Affordable Care ACT Fee: Contractor acknowledges the State's intent to take advantage of the Safe Harbor provision relevant to third-party employment arrangements between Applicable Large Employers and temporary staffing firms in compliance with the Code, rules, regulations and other official guidance, under which an offer of coverage by the temporary staffing firm is deemed an offer of healthcare coverage by User Agencies. Contractor further acknowledges that the fees a User Agency pays to Contractor include an additional fee attributable to those individuals with MEC.

This additional fee shall be **$ 2.00** per Contractor's Employee per month of MEC, as indicated in Contractor's cost proposal as ACA Safe Harbor Provision Fee", and shall be designated "ACA Compliance Charge" (or similar) on Contractor's invoice. The ACA Compliance Charge may appear as an aggregate total in the last weekly invoice of the month. Each of Contractor's last weekly invoices to a User Agency shall identify the number of Contractor's Employees who provided services to the User Agency during any portion of the month and, if different, separately identify the number of Contractor's Employees with MEC.

Regional Map

Regional Map - SWC Temporary Staffing Services - Administrative, Professional, Light Industrial & Healthcare



Region 1: 25 Counties / 8,261 Square Miles - Bartow (459.5), Butts (184.4), Carroll (499.1), Catoosa (162.2), Chattooga (313.3), Coweta (440.9), Dade(174.0), Fannin (389.7), Floyd (509.9), Gilmer (426.5), Gordon (355.8), Haralson (282.2), Heard (296.0), Lamar (183.5), Meriwether (501.2), Murray (344.5), Paulding (312.2), Pickens (232.1), Pike (216.1), Polk (310.3), Spalding (196.5), Troup (414.0), Upson (323.4), Walker (446.4), Whitfield (290.5)

Region 2: 39 Counties / 14,005 Square Miles - Banks (232.1), Barrow (160.3), Burke (827.0), Clarke (119.2), Columbia (290.1), Dawson (210.8), Elbert (351.1), Forsyth (224.0), Franklin (261.5), Glascock (143.7), Greene (387.4), Habersham (276.7), Hall (392.8), Hancock (471.8), Hart (232.4), Jackson (339.7), Jasper (368.2), Jefferson (526.5), Jenkins (347.3), Lincoln (210.4), Lumpkin (282.9), Madison (282.3), McDuffie (257.5), Morgan (347.4), Newton (272.2), Oconee (184.3), Oglethorpe (439.0), Rabun (370.0), Richmond (324.3), Screven (645.1), Stephens (179.1), Taliaferro (194.6), Towns (166.6), Union (321.9), Walton (325.7), Warren (284.3), Washington (678), White (241.3), Wilkes (447)

Region 3: 10 Counties / 2,974 Square Miles - Cherokee (421.7), Clayton (141.6), Cobb (339.6), DeKalb (267.6), Douglas (200.1), Fayette (194.3), Fulton (526.6), Gwinnett (430.4), Henry (322.1), Rockdale (129.8)

Region 4: 41 Counties / 14,664 Square Miles - Baker (341.9), Baldwin (257.8), Bibb (249.8), Calhoun (280.4), Chattahoochee (248.7), Clay (195.4), Colquitt (544.2), Crawford (324.9), Crisp (272.6), Decatur (597.1), Dooly (391.9), Dougherty (328.7), Early (512.6), Grady (454.5), Harris (463.9), Houston (375.5), Jones (393.9), Lee (355.8), Macon (400.6), Marion (366.0), Miller (282.4), Mitchell (512.1), Monroe (395.7), Muscogee (216.4), Peach (150.3), Pulaski (249.0), Putnam (344.6), Quitman (151.2), Randolph (428.2), Schley (166.9), Seminole (235.2), Stewart (458.7), Sumter (482.7), Talbot (391.4), Taylor (376.7), Terrell (335.4), Thomas (544.6), Twiggs (358.4), Webster (209.1), Wilkinson (447.3), Worth (570.7)

Region 5: 44 Counties / 18,976 Square Miles – Appling (507.1), Atkinson (339.4), Bacon (258.6), Ben Hill (250.1), Berrien (451.9), Bleckley (215.9), Brantley (442.4), Brooks (493.1), Bryan (436.0), Bulloch (672.8), Camden (613.0), Candler (243.0), Charlton (773.6), Chatham (426.4), Clinch (800.2), Coffee (575.1), Cook (227.2), Dodge (495.9), Echols (414.9), Effingham (447.7), Emanuel (680.6), Evans (182.9), Glynn (419.8), Irwin (354.3), Jeff Davis (330.7), Johnson (303.0), Lanier (185.3), Laurens (807.3), Liberty (489.8), Long (400.3), Lowndes (496.1), McIntosh (424.3), Montgomery (239.5), Pierce (316.5), Tattnall (479.4), Telfair (437.3), Tift (258.9), Toombs (364.0), Treutlen (199.4), Turner (285.4), Ware (892.5), Wayne (641.8), Wheeler (295.5), Wilcox (377.7)

Ordering Instructions

Submitted via telephone and/or email using the preferred list below: Drew Davanzo – 410-608-9654
dd@abacuscorporation.com

Abacus Corporation (Services, Expertise, & Experience)

Abacus Corporation is a privately held workforce solutions and staffing company founded in 1944. Over more than 82 years, the company has expanded into a nationwide provider of staffing, recruiting, workforce management, and facility support services, employing more than 25,000 workers across the United States.

Staffing Services

Abacus provides flexible workforce solutions designed to support both short-term and long-term business needs, including:

- Temporary and contract staffing
- Direct hire and permanent placement
- Contingent workforce outsourcing
- Vendor management services
- Managed workforce solutions
- Seasonal and project-based staffing
- Business Process Outsourcing (BPO)

The company also offers specialized staffing in medical, accounting & finance, IT, engineering, logistics, manufacturing, administrative support, call centers, accounting and finance, healthcare, and government services.

Industry Experience

Abacus serves a broad range of industries, including:

- Distribution & logistics
- Industrial & manufacturing
- Skilled and General labor
- Call Center/Customer Service
- Information technology
- Engineering
- Government and public sector
- Healthcare
- Accounting & finance
- Administrative and customer service operations
- Environmental sciences and security services

The company highlights extensive experience supporting large-scale workforce initiatives, seasonal hiring programs, startup operations, facility relocations, and customized managed services.

Areas of Expertise

Abacus emphasizes expertise in:

- Workforce planning and scalable staffing solutions
- High-volume recruiting and rapid hiring
- Specialized technical and engineering recruitment
- Government staffing and compliance support
- Security-cleared talent acquisition
- IT staffing and technology solutions

- Customized workforce management programs
- Long-term client relationship management

The organization promotes a service model centered on “Experience, Commitment, and Value,” with many client partnerships lasting well beyond industry averages.

Company Strengths

Key strengths commonly associated with Abacus include:

- More than eight decades of staffing and workforce management experience
- Strong local presence offering services across the entire state of Georgia, with Nationwide operational reach with offices situated in multiple states
- Ability to scale staffing for complex and high-volume projects
- Diverse recruiting capabilities across professional, technical, industrial, and government sectors
- Family-owned business culture focused on long-term partnerships and customer service excellence

Where to Find Additional Contract Documents

All additional contract documents may be found under the "Attachments" dropdown when viewing the contract in TGM, including, but not limited to:

- Pricing (current)
- Attachment A (original sollicitation document)
- Original Contract/Terms and Conditions
- Program Requirements Document (PRD)
- Certificate of Insurance
- E-Verify Affidavit
- Renewals/Extensions/Amendments
- Notice of Intent to Award (NOIA)
- Notice of Award (NOA)
- Cost Workbook (from solicitation bid, for evaluation purposes)
- Mandatory Questions
- Mandatory Scored Questions
- Additional Scored Questions
- Addendums

v **Attachments**

Display Order	Attachment
	Supplier Information Sheet
2	Pricing
3	Original Contrac
4	Contract Terms & Conditions
5	Attachment A
6	Mandatory Questions
7	Certificate of Insurance
8	E-Verify
9	Addendum 1
10	Addendum 2

Amendments / Renewals / Extensions

Base Term: July 1, 2017, to June 30, 2019

Renewal 1: July 1, 2019- June 30, 2020

Renewal 2: July 1, 2020, to June 30, 2021

Renewal 3: July 1, 2021 - June 30, 2022

Extension #1: July 1, 2022 - June 30, 2023

Extension #2: July 1, 2023 - June 30, 2024

Extension #3: July 1, 2024 - June 30, 2025

Extension #4: July 1, 2025- June 30, 2026

Extension # 5: July 1 ,2026- June 30, 2027

Contract NIGP Codes

96269	Personnel Services Temporary

DOAS CONTACT INFORMATION

DOAS Contract Manager

View **Contract Summary** Page in **Team Georgia Marketplace ("TGM")** to see the current contract manager and contact information.

- Please CC contract.management@doas.ga.gov on **all communications** to the contract manager, in case that the contract manager is unavailable to respond.

Procurement Help Desk

Telephone: 404-657-6000
Email: procurementhelp@doas.ga.gov

Temp Staffing Budget for NOV & DEC 2026 Elections

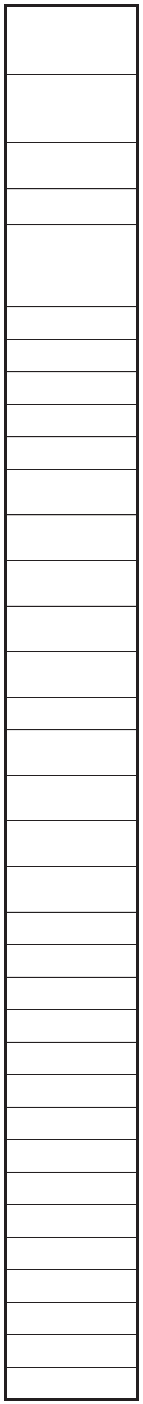
As of 06/04/26

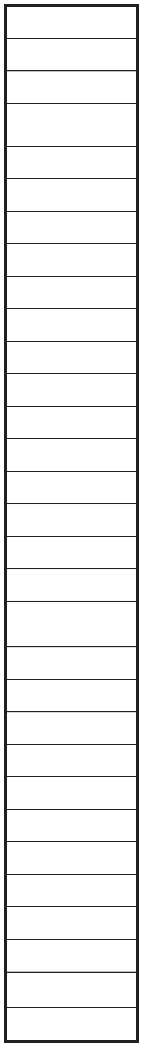
Abacus bid rates are calculated in this file herein.

GENERAL ELECTION - NOV 3, 2026 - UNIT 2653

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	640	100	$ 37,145.80	8/10-11/30
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	640	100	$ 19,576.20	8/10-11/30
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	680	100	$ 199,374.30	8/03-11/30
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	11/04-11/10
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Training & Compliance Team (ED & AV)								
Class Assistants	5	16.00	$ 20.34	$ 30.51	100	20	$ 13,221.00	
Instructors- Training	5	30.60	$ 38.89	$ 58.34	100	20	$ 25,278.50	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	680	60	$ 19,573.40	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	680	150	$ 120,772.25	8/03-11/30
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	288	40	$ 37,187.28	
SUPPLIES & LOGISTICS					delivery 10/6-10/8		**AV 10/12-10/30**	
Executive Assistant	1	20.00	$ 25.42	$ 38.13	600	96	$ 18,912.48	8/17-11/30
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	520	220	$ 125,757.50	9/01-11/20
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	320	180	$ 565,810.00	10/02-11/20
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	280	120	$ 378,120.00	10/09-11/20
AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	280	120	$ 85,707.20	10/09-11/20
Tabulation	3	23.00	$ 29.23	$ 43.85	240	40	$ 26,307.00	9/28-11/06
Reconciliation	7	17.00	$ 21.61	$ 32.42	160	50	$ 35,548.45	10/26-11/20
Reconciliation	5	17.00	$ 21.61	$ 32.42	120	20	$ 16,207.50	11/02-11/20

Information Technology								
Systems Specialist	19	22.00	$ 27.96	$ 41.94	680	280	$ 584,364.00	8/03-11/30
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	680	280	$ 32,156.30	8/03-11/30
Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	162	134	$ 385,680.24	10/08-11/03
REGISTRATION								
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20
Registration Clerks	8	18.00	$ 22.88	$ 34.32	560	80	$ 124,467.20	8/17-11/20
Registration Clerks	4	18.00	$ 22.88	$ 34.32	280	80	$ 36,608.00	10/5-11/20
Quality Control	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	600	40	$ 34,359.60	8/10-11/20
ABSENTEE								
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	680	100	$ 300,667.50	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	640	80	$ 44,976.80	8/10-11/30
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	640	80	$ 19,782.80	8/10-11/30
ADVANCE VOTING			VOTE Hrs: Mon- FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12 pm-5 pm					**AV 10/12-10/30**
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	134	$ 22,395.02	8/03-11/30
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	680	140	$ 142,524.60	8/03-11/30
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	11/04-11/10
Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76	
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	136	134	$ 364,468.87	
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	136	134	$ 633,923.96	Staff hrs 6am-8pm
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	130	124	$ 1,536,471.00	Sat 8-6/ Sun.11am-6pm
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	128	124	$ 251,064.98	
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	40	0	$ 4,676.80	4 AV Outreach sites
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	40	0	$ 8,134.40	
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	40	0	$ 13,830.40	
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only
TOTAL TEMP LABOR COSTS	**799**						**$ 6,590,819.74**	





Temp Staffing Budget for NOV & DEC 2026 Elections

As of 06/04/26

Abacus bid rates are calculated in this file herein.

General Run-off ELECTION - DEC 1, 2026 - UNIT 2658

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	136	40	$ 9,215.92	12/1-12/22
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	136	40	$ 4,856.88	12/1-12/22
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	136	40	$ 47,081.16	12/1-12/22
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	136	40	$ 5,978.00	12/1-12/22
Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	40	$ 4,982.32	12/1-12/22
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	30	$ 4,601.02	12/1-12/22
Training & Compliance Team (ED & AV)								
Class Assistants	4	16.00	$ 20.34	$ 30.51	40	0	$ 3,254.40	
Instructors- Training	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	128	20	$ 4,016.36	12/1-12/21
Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	40	$ 4,778.96	12/1-12/21
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	128	40	$ 25,088.60	12/1-12/21
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	48	20	$ 8,335.08	
SUPPLIES & LOGISTICS					**AV 11/ 21 to 11/25/2026**			
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	120	80	$ 35,508.00	11/21-12/11
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	120	80	$ 230,160.00	11/21-12/11
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	120	80	$ 197,280.00	11/21-12/11
AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	80	60	$ 31,674.40	11/21-12/4
Tabulation	3	23.00	$ 29.23	$ 43.85	120	40	$ 15,784.20	11/21-12/11
Reconciliation	12	17.00	$ 21.61	$ 32.42	120	20	$ 38,898.00	11/21-12/11
Information Technology								
Systems Specialist	19	22.00	$ 27.96	$ 41.94	152	40	$ 112,622.88	12/1-12/23
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	152	40	$ 6,197.40	12/1-12/23

Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	82	52	$ 169,996.80	11/19-12/2
REGISTRATION								
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	120	30	$ 15,100.80	11/21-12/11
Registration Clerks	12	18.00	$ 22.88	$ 34.32	80	30	$ 34,320.00	11/21-12/4
Quality Control	4	18.00	$ 22.88	$ 34.32	80	20	$ 10,067.20	11/21-12/4
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	120	10	$ 7,028.10	11/21-12/11
ABSENTEE								
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	120	30	$ 59,771.25	12/1-12/18
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	120	30	$ 9,764.70	12/1-12/18
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	120	30	$ 4,294.95	12/1-12/18
ADVANCE VOTING			VOTE Hrs: Mon-FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12pm-5pm					**AV 11/21- 11/25**
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	52	$ 5,236.52	12/1-12/21
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	128	52	$ 6,283.00	12/1-12/21
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	128	52	$ 32,988.84	12/1-12/21
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	
Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76	
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	64	52	$ 153,574.42	
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	64	52	$ 267,113.36	Staff hrs 6am-8pm
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	56	47	$ 615,074.63	Sat 8-6/ Sun.11am-6pm
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	56	47	$ 101,145.61	
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	24	0	$ 2,806.08	4 AV Outreach sites
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	24	0	$ 4,880.64	
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	24	0	$ 8,298.24	
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only
TOTAL TEMP LABOR COSTS	**797**						**$ 2,367,964.92**	

Temp Staffing Budget for NOV & DEC 2026 Elections

As of 06/04/26

Abacus bid rates are calculated in this file herein.

GENERAL ELECTION - NOV 3, 2026 - UNIT 2653

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	640	100	$ 37,145.80	8/10-11/30
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	640	100	$ 19,576.20	8/10-11/30
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	680	100	$ 199,374.30	8/03-11/30
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	11/04-11/10
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Training & Compliance Team (ED & AV)								
Class Assistants	5	16.00	$ 20.34	$ 30.51	100	20	$ 13,221.00	
Instructors- Training	5	30.60	$ 38.89	$ 58.34	100	20	$ 25,278.50	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	680	60	$ 19,573.40	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	680	150	$ 120,772.25	8/03-11/30
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	288	40	$ 37,187.28	
SUPPLIES & LOGISTICS					delivery 10/6-10/8		**AV 10/12-10/30**	
Executive Assistant	1	20.00	$ 25.42	$ 38.13	600	96	$ 18,912.48	8/17-11/30
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	520	220	$ 125,757.50	9/01-11/20
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	320	180	$ 565,810.00	10/02-11/20
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	280	120	$ 378,120.00	10/09-11/20
AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	280	120	$ 85,707.20	10/09-11/20
Tabulation	3	23.00	$ 29.23	$ 43.85	240	40	$ 26,307.00	9/28-11/06
Reconciliation	7	17.00	$ 21.61	$ 32.42	160	50	$ 35,548.45	10/26-11/20
Reconciliation	5	17.00	$ 21.61	$ 32.42	120	20	$ 16,207.50	11/02-11/20

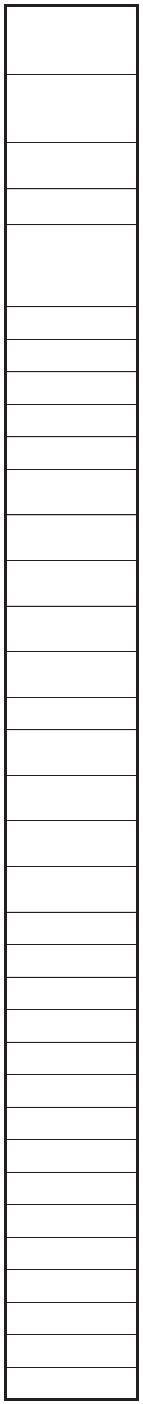
Information Technology								
Systems Specialist	19	22.00	$ 27.96	$ 41.94	680	280	$ 584,364.00	8/03-11/30
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	680	280	$ 32,156.30	8/03-11/30
Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	162	134	$ 385,680.24	10/08-11/03
REGISTRATION								
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20
Registration Clerks	8	18.00	$ 22.88	$ 34.32	560	80	$ 124,467.20	8/17-11/20
Registration Clerks	4	18.00	$ 22.88	$ 34.32	280	80	$ 36,608.00	10/5-11/20
Quality Control	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	600	40	$ 34,359.60	8/10-11/20
ABSENTEE								
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	680	100	$ 300,667.50	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	640	80	$ 44,976.80	8/10-11/30
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	640	80	$ 19,782.80	8/10-11/30
ADVANCE VOTING			VOTE Hrs: Mon- FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12 pm-5 pm					**AV 10/12-10/30**
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	134	$ 22,395.02	8/03-11/30
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	680	140	$ 142,524.60	8/03-11/30
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	11/04-11/10
Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76	
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	136	134	$ 364,468.87	
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	136	134	$ 633,923.96	Staff hrs 6am-8pm
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	130	124	$ 1,536,471.00	Sat 8-6/ Sun.11am-6pm
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	128	124	$ 251,064.98	
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	40	0	$ 4,676.80	4 AV Outreach sites
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	40	0	$ 8,134.40	
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	40	0	$ 13,830.40	
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only
TOTAL TEMP LABOR COSTS	**799**						**$ 6,590,819.74**	

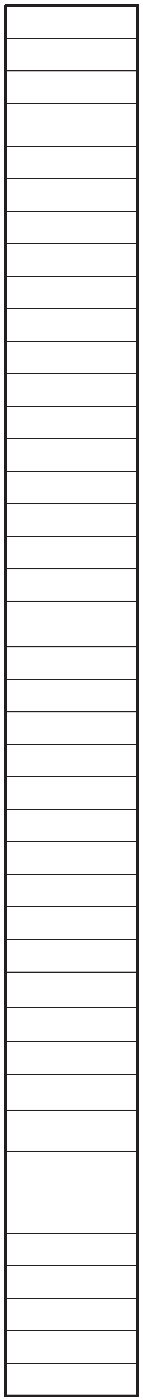
General Run-off ELECTION - DEC 1, 2026 - UNIT 2658

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	136	40	$ 9,215.92	12/1-12/22
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	136	40	$ 4,856.88	12/1-12/22
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	136	40	$ 47,081.16	12/1-12/22
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	136	40	$ 5,978.00	12/1-12/22

Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	40	$ 4,982.32	12/1-12/22
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	30	$ 4,601.02	12/1-12/22
Training & Compliance Team (ED & AV)								
Class Assistants	4	16.00	$ 20.34	$ 30.51	40	0	$ 3,254.40	
Instructors- Training	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	128	20	$ 4,016.36	12/1-12/21
Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	40	$ 4,778.96	12/1-12/21
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	128	40	$ 25,088.60	12/1-12/21
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	48	20	$ 8,335.08	
SUPPLIES & LOGISTICS					**AV 11/ 21 to 11/25/2026**			
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	120	80	$ 35,508.00	11/21-12/11
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	120	80	$ 230,160.00	11/21-12/11
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	120	80	$ 197,280.00	11/21-12/11
AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	80	60	$ 31,674.40	11/21-12/4
Tabulation	3	23.00	$ 29.23	$ 43.85	120	40	$ 15,784.20	11/21-12/11
Reconciliation	12	17.00	$ 21.61	$ 32.42	120	20	$ 38,898.00	11/21-12/11
Information Technology								
Systems Specialist	19	22.00	$ 27.96	$ 41.94	152	40	$ 112,622.88	12/1-12/23
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	152	40	$ 6,197.40	12/1-12/23
Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	82	52	$ 169,996.80	11/19-12/2
REGISTRATION								
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	120	30	$ 15,100.80	11/21-12/11
Registration Clerks	12	18.00	$ 22.88	$ 34.32	80	30	$ 34,320.00	11/21-12/4
Quality Control	4	18.00	$ 22.88	$ 34.32	80	20	$ 10,067.20	11/21-12/4
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	120	10	$ 7,028.10	11/21-12/11
ABSENTEE								
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	120	30	$ 59,771.25	12/1-12/18
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	120	30	$ 9,764.70	12/1-12/18
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	120	30	$ 4,294.95	12/1-12/18
ADVANCE VOTING			VOTE Hrs: Mon-FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12pm-5pm					**AV 11/21- 11/25**
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	52	$ 5,236.52	12/1-12/21
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	128	52	$ 6,283.00	12/1-12/21
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	128	52	$ 32,988.84	12/1-12/21
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	

Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76	
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	64	52	$ 153,574.42	
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	64	52	$ 267,113.36	Staff hrs 6am-8pm
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	56	47	$ 615,074.63	Sat 8-6/ Sun.11am-6pm
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	56	47	$ 101,145.61	
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	24	0	$ 2,806.08	4 AV Outreach sites
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	24	0	$ 4,880.64	
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	24	0	$ 8,298.24	
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only
TOTAL TEMP LABOR COSTS	**797**						**$ 2,367,964.92**	
			Grand Total Temp Labor Costs				**$ 8,958,784.66**	





Temp Staffing Budget for NOV & DEC 2026 Elections

As of 06/04/26

Abacus bid rates are calculated in this file herein.

GENERAL ELECTION - NOV 3, 2026 - UNIT 2653

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	640	100	$ 37,145.80	8/10-11/30
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	640	100	$ 19,576.20	8/10-11/30
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	680	100	$ 199,374.30	8/03-11/30
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	11/04-11/10
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Training & Compliance Team (ED & AV)								
Class Assistants	5	16.00	$ 20.34	$ 30.51	100	20	$ 13,221.00	
Instructors- Training	5	30.60	$ 38.89	$ 58.34	100	20	$ 25,278.50	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	680	60	$ 19,573.40	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	680	150	$ 120,772.25	8/03-11/30
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	288	40	$ 37,187.28	
SUPPLIES & LOGISTICS					delivery 10/6-10/8		**AV 10/12-10/30**	
Executive Assistant	1	20.00	$ 25.42	$ 38.13	600	96	$ 18,912.48	8/17-11/30
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	520	220	$ 125,757.50	9/01-11/20
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	320	180	$ 565,810.00	10/02-11/20
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	280	120	$ 378,120.00	10/09-11/20

AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	280	120	$ 85,707.20	10/09-11/20	
Tabulation	3	23.00	$ 29.23	$ 43.85	240	40	$ 26,307.00	9/28-11/06	
Reconciliation	7	17.00	$ 21.61	$ 32.42	160	50	$ 35,548.45	10/26-11/20	
Reconciliation	5	17.00	$ 21.61	$ 32.42	120	20	$ 16,207.50	11/02-11/20	
Information Technology									
Systems Specialist	19	22.00	$ 27.96	$ 41.94	680	280	$ 584,364.00	8/03-11/30	
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	680	280	$ 32,156.30	8/03-11/30	
Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	162	134	$ 385,680.24	10/08-11/03	
REGISTRATION									
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20	
Registration Clerks	8	18.00	$ 22.88	$ 34.32	560	80	$ 124,467.20	8/17-11/20	
Registration Clerks	4	18.00	$ 22.88	$ 34.32	280	80	$ 36,608.00	10/5-11/20	
Quality Control	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20	
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	600	40	$ 34,359.60	8/10-11/20	
ABSENTEE									
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	680	100	$ 300,667.50	8/03-11/30	
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30	
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	640	80	$ 44,976.80	8/10-11/30	
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	640	80	$ 19,782.80	8/10-11/30	
ADVANCE VOTING			VOTE Hrs: Mon- FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12 pm-5 pm					**AV 10/12-10/30**	
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	134	$ 22,395.02	8/03-11/30	
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30	
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	680	140	$ 142,524.60	8/03-11/30	
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	11/04-11/10	
Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76		
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	136	134	$ 364,468.87		
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	136	134	$ 633,923.96	Staff hrs 6am-8pm	
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	130	124	$ 1,536,471.00	Sat 8-6/ Sun.11am-6pm	
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	128	124	$ 251,064.98		
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	40	0	$ 4,676.80	4 AV Outreach sites	
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	40	0	$ 8,134.40		
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	40	0	$ 13,830.40		
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only	
TOTAL TEMP LABOR COSTS	**799**						**$ 6,590,819.74**		

Temp Staffing Budget for NOV & DEC 2026 Elections

As of 06/04/26

Abacus bid rates are calculated in this file herein.

General Run-off ELECTION - DEC 1, 2026 - UNIT 2658

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	136	40	$ 9,215.92	12/1-12/22
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	136	40	$ 4,856.88	12/1-12/22
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	136	40	$ 47,081.16	12/1-12/22
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	136	40	$ 5,978.00	12/1-12/22
Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	40	$ 4,982.32	12/1-12/22
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	30	$ 4,601.02	12/1-12/22
Training & Compliance Team (ED & AV)								
Class Assistants	4	16.00	$ 20.34	$ 30.51	40	0	$ 3,254.40	
Instructors- Training	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	128	20	$ 4,016.36	12/1-12/21
Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	40	$ 4,778.96	12/1-12/21
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	128	40	$ 25,088.60	12/1-12/21
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	48	20	$ 8,335.08	
SUPPLIES & LOGISTICS					**AV 11/ 21 to 11/25/2026**			
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	120	80	$ 35,508.00	11/21-12/11
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	120	80	$ 230,160.00	11/21-12/11
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	120	80	$ 197,280.00	11/21-12/11
AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	80	60	$ 31,674.40	11/21-12/4
Tabulation	3	23.00	$ 29.23	$ 43.85	120	40	$ 15,784.20	11/21-12/11

Reconciliation	12	17.00	$ 21.61	$ 32.42	120	20	$ 38,898.00	11/21-12/11
Information Technology								
Systems Specialist	19	22.00	$ 27.96	$ 41.94	152	40	$ 112,622.88	12/1-12/23
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	152	40	$ 6,197.40	12/1-12/23
Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	82	52	$ 169,996.80	11/19-12/2
REGISTRATION								
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	120	30	$ 15,100.80	11/21-12/11
Registration Clerks	12	18.00	$ 22.88	$ 34.32	80	30	$ 34,320.00	11/21-12/4
Quality Control	4	18.00	$ 22.88	$ 34.32	80	20	$ 10,067.20	11/21-12/4
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	120	10	$ 7,028.10	11/21-12/11
ABSENTEE								
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	120	30	$ 59,771.25	12/1-12/18
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	120	30	$ 9,764.70	12/1-12/18
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	120	30	$ 4,294.95	12/1-12/18
ADVANCE VOTING			VOTE Hrs: Mon-FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12pm-5pm					**AV 11/21- 11/25**
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	52	$ 5,236.52	12/1-12/21
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	128	52	$ 6,283.00	12/1-12/21
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	128	52	$ 32,988.84	12/1-12/21
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	
Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76	
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	64	52	$ 153,574.42	
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	64	52	$ 267,113.36	Staff hrs 6am-8pm
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	56	47	$ 615,074.63	Sat 8-6/ Sun.11am-6pm
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	56	47	$ 101,145.61	
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	24	0	$ 2,806.08	4 AV Outreach sites
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	24	0	$ 4,880.64	
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	24	0	$ 8,298.24	
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only
TOTAL TEMP LABOR COSTS	**797**						**$ 2,367,964.92**	

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0365 **Meeting Date:** 6/17/2026

Department
Real Estate and Asset Management

Requested Action
Request approval to increase spending authority - Department of Real Estate and Asset Management, 24RFP103124C-MH, General Landscaping and Lawn Care Services for Countywide Facilities in the total amount not to exceed $374,881.75 with ReIMAGE General Contractors, LLC (Atlanta, GA), to cover the costs for additional on-site landscape/ground maintenance and lawn care services at 16 designated County sites. Effective upon BOC approval.

Requirement for Board Action
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion, 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
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 requested increase in spending authority will cover costs to provide additional on-site landscaping/ground maintenance and lawncare services at 16 designated County sites. Additional landscaping services will include the purchase/delivery and installation of landscaping materials such as gravel/rocks, mulch, pine straw, and pallets of sod. The increased spending authority will also cover the completion of Work Order requests for the clearing and removal of damaged trees, over-grown vegetation, site clean-up, and emergency irrigation repairs.

Cost Breakdown for Additional Landscape and /Upgrade at County-Owned Sites:

	County Facility	Project Description	Project Cost
1	475 Fairburn Road	Clean-Up Project	$2,500.00
2	Cascade Library	Irrigation Repair	$997.43
3	Airport Cultural Art Center	Sod Installation/Repair	$1,110.34
4	Airport Warehouse	Project Clean-Up	$9,888.00
5	FIB- Public Safety Training Center	Brush Cleaning back of Building	$4,850.00
6	Fulton County Juvenile Court	Backside Hill Clearing	$5,280.00
7	1757 Washington Road	Property Clean-Up	$1,320.00
8	Oak Hill/Behavioral Health Crisis Center	Tree Removal	$3,800.00
9	Police Tactical Center	Fence Clean-Up	$3,900.00
10	Northside Library	Tree Removal and Debris	$3,300.00
11	Northwest Library	Tree Removal	$450.00
12	Fulton County Jail	Fence Line and Vegetation Clean-Up and Tree Removal	$9,727.50
13	Additional Pine Straw and Materials	Provide and Install Long Pine Needles for $8.75 per Bale	$138,267.50
14	Additional Mulch and Materials	Provide and Install Premium Hardwood Mulch for $85.00 per Cubic Yard	$77,382.59
15	Northside Library & Fulton County Library System	Tree Trimming and Removal	$6,203.65
16	Roswell Library	Provide and Install New Pallets of Zoysia Sod	$8,473.10
17	North Fulton Health Center 4700 North Point	Emergency Irrigation Repair and Installation. Provide Landscape Installation of Sod & Gravel	$72,994.23
18	Fulton County Airport	Vegetation and Tree Removal	$20,367.41
19	Airport Remediation	French Drain Installation	$4,070.00
	Total		**$374,881.75**

Scope of Work: This contract currently provides on-site general landscaping and lawn care for 108 County facilities (20 sites in North Fulton & 88 sites in South Fulton). Services include, but are not limited to, maintenance of ground covers, annuals, perennials, shrubs, trees, and irrigation systems. The maintenance includes, but is not limited to, the application of fertilizers, herbicides, pesticides,

watering, pruning, weeding, deadheading, replacement planting (as approved by the County), loose trash removal and disposal, leaf removal, irrigation repair and maintenance, tree removal, spring and fall clean up, vegetation control, grubbing, upkeep for surplus and unused County buildings, facilities, sites, and vacant lots, control of illegal dumping, and removal of debris/clean-up on all County-owned sites.

General Landscaping & Lawn Care Included:

- Spring/Fall Cleanup (April & November)
- Turf Maintenance (removing debris, seeding, aeration, vermicide)
- Mowing of Properties (turf shall be at a height of 2 to 2.5 inches)
- Mulch (mulch depth from two (2) inches to three (3) inches)
- Shrubs and Tree Plant Maintenance (necessary pruning, trimming, and cleaning)
- Weed Control and Fertilization
  a. Annual/Perennial/Shrub Beds
  b. Paved Surfaces
  c. Stone/Mulch Areas
- Design and installation of turf grass and others hardscape
- Reseeding
- Irrigation System Maintenance
- Monthly Report (with visual documentation via before and after photos)
- Quality Assurance/Control program
- Airport (additional reporting)

Community Impact: Enhance the professional appearance of County facilities and surrounding communities.

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

DREAM's Ground Division will coordinate with the Landscape Contractor to provide the additional on-site landscape/ground maintenance and lawn care services, and the immediate refreshing/upgrading/renovation/clean-up at the 16 designated County sites.

Project Implications: The underlying contract provides all the necessary labor, equipment, transportation, and materials to provide general landscaping, maintenance, and lawn care services for County facilities.

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

Department Issues/Concerns: If this increase in spending authority is not approved, this will negatively affect the Department's ability to provide needed additional lawn care maintenance services at approximately 16 County sites for FY2026.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0351	5/7/25	$1,350,000.00
Increase Spending Authority No. 1	25-0715	9/17/25	$227,884.62
Amendment No. 2	25-0785	10/15/25	$0.00
1st Renewal	25-0772	10/15/25	$2,105,000.00
Increase Spending Authority No. 2			**$374,881.75**
Total Revised Amount			$4,057,766.37

Contract & Compliance Information

Contract Value: **$374,881.75**
Prime Vendor: **RelMAGE General Contractors, LLC**
Prime Status: **African American Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$359,886.48 or 96.00%**

Subcontractor: **All Turf, Inc.**
Subcontractor Status: **Non-Minority**
Location: **Loganville, GA**
County: **Walton County**
Subcontractor Value: **$14,995.27 or 4.00%**

Total Contract Value: **$374,881.75 or 100.00%**
Total Certified Value: **$374,881.75 or 96.00%**

Exhibits Attached

Exhibit 1: Amendment No. 3 to Form of Contract
Exhibit 2: Cost Proposal
Exhibit 3: Performance Evaluation

Contact Information

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:	$1,350,000.00
Previous Adjustments:	$2,332,884.62
This Request:	$374,881.75
TOTAL:	$4,057,766.37

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1160: General, Real Estate and Asset Management, Professional Services- $350,444.34

Funding Line 2:

200-540-5601-1160: Airport, Public Works, Professional Services- $24,437.41

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

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/1/2025**

Report Period End: **3/31/2026**

AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: **ReIMAGE General Contractors, LLC**

Contract No. **24RFP103124C-MH, General Landscaping and Lawn Care Services for Countywide Facilities**

Address: **4355 Cobb Parkway, Suite J-118**
City, State **Atlanta, GA 30339**

Telephone: **(404) 382-7490**

E-mail: **reimagegeneralcontractorsl@gmail.com**

Contact: **Monica Cainon**
Owner

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with ReIMAGE General Contractors, LLC, to provide general landscaping and lawn care services for countywide facilities, dated June 1, 2025, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose of this amendment is to increase the spending authority to cover the costs to provide additional on-site landscape/ ground maintenance and lawn care services at 16 designated Countywide sites; 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 June 17, 2026, BOC Items #26-.

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

This Amendment No.3 to Form of Contract is effective as of the 17th day of June 2026, between the County and ReIMAGE General Contractors, LLC, who agree that all Services specified will be performed in accordance with this Amendment No. 3 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To cover the costs to provide additional on-site landscape/ ground maintenance and lawn care services at 16 designated Countywide sites to include: the purchase/delivery and the installation of landscape materials such as gravel/rocks, mulch, pine straw, and pallets of sod. It will also

cover the completion of Work Order requests for clearing and removal of damaged trees, over-growth vegetation, sites clean-up, and emergency irrigation repairs.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed $374,881.75 (Three Hundred Seventy-Four Thousand Eight Hundred Eighty-One Dollars and Seventy-Five Cents).

Additional Landscape and Upgrade at County-Owned Sites:

	County Facility	Project Description	Project Cost
1	475 Fairburn Road	Clean-Up Project	$2,500.00
2	Cascade Library	Irrigation Repair	$997.43
3	Airport Cultural Art Center	Sod Installation/Repair	$1,110,34
4	Airport Warehouse	Project Clean-Up	$9,888.00
5	FIB- Public Safety Training Center	Brush Cleaning back of Building	$4,850.00
6	Fulton County Juvenile Court	Backside Hill Clearing	$5,280.00
7	1757 Washington Road	Property Clean-up	$1,320.00
8	Oak Hill/Behavioral Health Crisis Center	Tree Removal	$3,800.00
9	Police Tactical Center	Fence Clean-Up	$3,900.00
10	Northside Library	Tree Removal and Debris	$3,300.00
11	Northwest Library	Tree Removal	$450.00
12	Fulton County Jail	Fence Line and Vegetation Clean-Up and Tree Removal	$9,727.50
13	Additional pine straw and materials	Provide and install long pine needles for $8.75 per bale	$138,267.50
14	Additional mulch and materials	Provide and install Premium Hardwood mulch for $85.00 per cubic yard	$77,382.59
15	Northside Library & Fulton County Library System	Tree Trimming and Removal	$6,203.65
16	Roswell Library	Provide and install new pallets of Zoysia Sod	$8,473.10
17	North Fulton Health Center 4700 North Point	Emergency Irrigation Repair and Installation. Landscape Installation of Sod & Gravel	$72,994.23
18	Fulton County Airport	Vegetation and Tree Removal	$20,367.41
19	Airport Remediation	French Drain Installation	$4,070.00
	Total		**$374,881.75**

3. **LIABILITY OF COUNTY:** This Amendment No. 3 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. 3 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 3 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

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

CONTRACTOR:

REIMAGE GENERAL CONTRACTORS, LLC

Monica Cainon,
Owner

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

ReIMAGE SPECIAL PROJECTS_AS OF 4-16-26		
PROJECT LOCATION	DESCRIPTION	COST
475 Fairburn Rd	Clean Up Project	$2,500.00
Cascade Library	Irrigation Repair	$997.43
Airport Cultural Art Center	Sod Installation (repair)	$1,110.34
Airport Warehouse 3920 Aviation Circle, Atlanta, GA 30336	Project Clean Up	$9,888.00
FIB - Public Safety Training Center Back of Building Clean Up	Brush Clearing Back of Building Clean Up	$4,850.00
Fulton County Juvenile Court	Backside Hill	$5,280.00
1757 Washington Rd	Property cleanup	$1,320.00
Oak Hill/behavioral health crisis center 2805 Metropolitan Pkwy SW Atlanta, GA, United States	Tree Removal	$3,800.00
Police Tactical Center 3929 Martin Luther King Junior Drive Southwest	Fence Clean up	$3,900.00
Northside Library 3295 Northside Drive	Dead tree cut and removed	$3,300.00
Northwest Library 2489 Perry Blvd NW, Atlanta, GA 30318	Tree Removal	$450.00

Fulton County Jail	Fence Line and Vegetation clean up. Trees removed.	$9,727.50
Additional straw and materials	$8.75 per bale, long needle pine straw Labor and Materials	$138,267.50
Additional mulch and materials	$85 per cubic yard. Premium hardwood mulch. Labor and Materials	$77,382.59
Northside Library Fulton County Library System 3295 Northside Pkwy Atlanta, Georgia 30327	Tree trimming and removal	$6,203.65
Roswell Library 115 Norcross St, Roswell, GA 30075	Sod Installation	$8,473.10
North Fulton Health Center 4700 North Point Parkway, Alpharetta, GA 30022	Emergency Irrigation Repair and Installation Landscape Installation Sod installation Gravel	$72,994.23
Fulton County Airport 3977 Aviation Cir NW	Vegetation and tree removal	$20,367.41
Airport Remediation	French Drain Installation	$4,070.00
TOTAL		**$374,881.75**

Performance Evaluation Details

ID	E13
Project	General Landscaping & Lawn Care Services for Countywide Facilities
Project Number	22RFP041122C-MH
Supplier	ReIMAGE General Contractors, LLC
Supplier Project Contact	Monica Cainion (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2026 to 03/31/2026
Effective Date	04/20/2026
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/20/2026 06:50 AM EDT
Completion Date	04/20/2026 06:50 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 *Not Specified*

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 *Not Specified*

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 *Not Specified*

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 *Not Specified*

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 *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0366 **Meeting Date:** 6/17/2026

Department
Real Estate and Asset Management

Requested Action
Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Omnia Partners Public Sector Contract #R190303 Office Supplies, Related Products and Services in the total amount not to exceed $150,000.00 with ODP Business Solutions, formerly Office Depot Business Solutions (Norcross, GA) to provide copy paper and related supplies as needed Countywide for remainder of 2026. Effective July 1, 2026, through December 31, 2026.

Requirement for Board Action
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background Approval to utilize Cooperative Purchasing, to provide and deliver copy paper and related supplies on an “as-needed” basis Countywide Departments for remainder of FY2026.

Scope of Work: This Cooperative Purchasing Contract is competitively procured by TCPN, a national governmental purchasing cooperative of which the County is participating as a public agency.

The key benefits of utilizing this contract include the following:

- The vendor will delivery directly to the location of requesting agency, which will result in a reduction in fuel consumption on DREAM delivery vehicles; allowed County personnel to be assigned to other logistical work.
- Required less warehouse space to store paper.
- Next day delivery service.
- The County will receive 1~2 % in rebates.

Community Impact: None that the Department is aware.

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

The copy paper and related supplies is coordinated and managed by the Department of Real Estate and Asset Management, Material Management Division.

Project Implications: This Cooperative Purchasing Contract provides all the necessary paper products needed to support various countywide agencies.

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

Department Issues/Concerns: If this Cooperative Purchasing Contract is not approved, the Departments will not have the ability to provide copy paper and related supplies for countywide agencies for the remainder of FY2026.

Contract Modification

No, this is a new procurement.

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

Not Applicable

Exhibits Attached

Exhibit 1: Renewal Award of Contract #R190303
Exhibit 2: Office Supplies, Related Products and Services Contract #R190303
Exhibit 3: Cooperative Purchasing Justification and Approval Form
Exhibit 4: Contractor's Performance Report
Exhibit 5: ODP Tariff Increases

Contact Information

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

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5201-1713: Internal Services, Real Estate and Asset Management, Inventory Supplies- $150,000.00

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 12/31/2026
Cost Adjustment: N/A	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2026**

Report Period End: **3/31/2026**

Docusign Envelope ID: B01EDD97-0C6D-44CD-9EBD-4042CCB96ADC

REGION 4
EDUCATION SERVICE CENTER

January 5, 2026

Brian Abromovage
brian.abromovage@odpbusiness.com
Vice President
ODP Business Solutions, LLC
6600 North Military Trail
Boca Raton, Fl 33496

Re: Renewal Award of Contract #R190303

Dear Mr. Abromovage:

Per official action taken by the Board of Directors of Region 4 Education Service Center on December 16, 2025, Region 4 ESC is pleased to announce that ODP Business Solutions, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 24, 2019, and subsequent performance thereafter:

Contract

Office Supplies, Related Products and Services

The contract will expire on June 30, 2027, completing the eighth year of a ten-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Melissa Williams, at (810) 666-0972 or melissa.williams@omniapartners.com.

The partnership between ODP Business Solutions, LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
Adam Tabor
A5A9F62707BB46B...

Adam Tabor, MBA, RTSBA
Director, Procurement

DS
CW

Region 4 Education Service Center (ESC)

Contract # R190303

for

Office Supplies, Related Products and Services

with

Office Depot, Inc.

Effective: June 1, 2019 revised to be effective July 1, 2019

The following documents comprise the executed contract between the Region 4 Education Service Center and Office Depot, Inc., effective June1, 2019 revised to be effective July 1, 2019:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference
III. Memo incorporating Office Depot effective date of June 1, 2019 revised to be effective July 1, 2019

DocuSign Envelope ID: F8A71AB8-626F-480A-9F92-98915AFFD9B8

Request for Contract Update

Pursuant to the terms of contract number R190303 and R190502for Office Supplies, Related Products & Services and Educational Supplies. Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Office Depot, Inc. hereby provides notice of the following update on
(Contractor)

this date May 10, 2019.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☐ **Products/Services**
_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☒ **Other** Contract Start Notification
X Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Office Depot wishes to begin both of the recently awarded contracts; Office R190303 & Educational Supplies R190502 on the same day to provide the most consistent customer experience. We are opting to align with the Educational supplies contract begin date of July 1, 2019. Request letter is attached.

Submitted By: Susan Cummings

Title: Vice President, Public Sector

Email Address: susan.cummings@officedepot.com

☐ **Approved by Email:** **Date** 5/22/2019

☐ **Denied by Email:** **Date**_____

Region 4 E DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: F8A71AB8-626F-480A-9F92-98915AFFD9B8

May 10, 2019

Robert Zinglemann,
Chief Financial Officer Finance and Operations Services
Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77095

RE: Office Supplies, Related Products & Services Contract R190303
Educational School Supplies Contract R190502

Dear Mr. Zinglemann:

Office Depot is honored to have been recently awarded the contracts for Office Supplies R190303, effective June 1, 2019 and Educational School Supplies R190502 effective July 1, 2019. We look forward to once again partnering with Region 4 to bring this world class contract to our valued customers.

So that we can provide a consistent contract transition solution to all our agencies, Office Depot is electing to delay the start of the Office contract to align with the effective date of the School contract, July 1, 2019.

Please let us know if you need any additional details or clarification as it pertains to our plan to shift the start of the new contract R190303 to July 1, 2019 and end the current contract R141703 on June 30, 2019.

Sincerely,

Susan Cummings
Vice President, Public Sector

cc: Christine Dorantes, OMNIA Partners Public Sector

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Office Depot, Inc
Address	6600 North Military Trail
City/State/Zip	Boca Raton, FL 33496
Telephone No.	561-438-4800
Email Address	Susan.Cummings@OfficeDepot.com
Printed Name	Susan Cummings
Title	Vice President, Public Sector
Authorized Signature	

Accepted by Region 4 ESC:

Contract No. R190303

Initial Contract Term June 1, 2019 to May 31, 2024

Faye B. Bryant — 4/23/19

Region 4 ESC Authorized Board Member — Date

Faye B. Bryant

Print Name

Carmen T. Moreno — 4/23/19

Region 4 ESC Authorized Board Member — Date

Carmen T. Moreno

Print Name

APPENDIX A

This Contract ("Contract") is made as of June 1, 2019 by and between Office Depot, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Office Supplies, Related Products and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-03 for Office Supplies, Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with National IPA.

1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing one hundred eighty days' notice to Region 4 ESC.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal

iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. At Contractor's discretion, purchase orders and payment may be made to Authorized Distributor/Dealer. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC shall issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of

concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

   The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Either party may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect six months after the other party receives the notice of cancellation. After the 180th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and

conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot may institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The price set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding $50.00. Additional freight charges may apply for items exceeding 70lbs in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverage, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Invoice are due thirty (30) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payment to Contractor; (b) Region 4 ESC is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

In the event of extenuating market conditions, Region 4 ESC and Contractor may elect to implement an increase on products, goods and materials affected by uncertainties in the marketplace. Requests for extenuating market conditions will follow the US Trade Representative website: https://ustr.gov, or other indices, U.S. domestic mirco-economic

fluctuations, changes in paper and raw materials, including but not limited to transportation, shipping material, etc. Should the terms of the extenuating market conditions change, the increase will be altered, reduce or eliminated as expediently as possible. Contractor will provide written justification to Region 4 ESC before implementing the increase.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to:

moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of thirty (30) days' notice of any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Tab 1: Draft Contracts and Offer and Contract Signature Form (Appendix A)

APPENDIX A
DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 201X by and between **Office Depot, Inc.** ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Office Supplies, Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-03 for Office Supplies, Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with National IPA.

1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing ~~three hundred sixty-five~~ ninety (90) days' notice to Region 4 ESC.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer

iii. Offeror's proposal
iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment shall ~~can only~~ be made to the ~~Contractor~~ Authorized Distributor/Dealer unless otherwise approved by ~~Region 4 ESC~~Contractor. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC shall~~may~~ issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work,

documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Either party~~Region 4 ESC~~ may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot shall institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding $50.00. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference.. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC r is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All Core price increases ~~must be supported by manufacturer documentation, or a formal cost justification letter~~ will be submitted to Region 4 ESC for approval. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC.~~ Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All Core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

In the event of extenuating market conditions, Contractor reserves the right to adjust Region 4 ESC's prices commensurately

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense~~Region 4 ESC~~ reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, ~~in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model~~ and if the discount is the same or greater than the discontinued model~~.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract.~~ Pricing shall be equivalent to the percentage discount for other products~~. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount~~, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work

at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of thirty~~ten~~ (~~1~~30) days' notice ~~prior to~~of any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

APPENDIX B
TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

✖ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*)
NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2. c. viii./Page 14	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	
1.2 Last paragraph/Page 16	Marketing, Sales and Administrative Support. Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this RFP.	Office Depot is offering an Administrative Fee of 1.202% on Contract Sales. Technology products and truckload paper are excluded from the Fee.	

2.1/Page 18	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies. Office Depot strikes (2).	
2.2/Page 18	Pricing Commitment	Office Depot strikes this Section. In customer scenarios where a cooperative contract is in use, Office Depot offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and Office Depot's cost to purchase products. However, in this scenario, Office Depot is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	
2.3/Page 18	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Office Depot strikes 'as its go to market strategy in this defined sector'.	
3.3 K./Page 21	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
3.3 M./Page 21	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). Office Depot strikes this section in its entirety.	
3.3 N./Page 21	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as	

		Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."	
Appendix A Draft Contract #25/Page 5	Registered Sex Offender Restrictions	Registered sex offender restrictions – if Region 4 ESC agrees that Office Depot representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Office Depot can agree to the terms of this section. If not, then delete this section. Office Depot employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.	

Appendix A exceptions from OFFICE DEPOT with response from Region 4 ESC and OMNIA Partners (4/26/19)

1. 19-03Proposal – Term of Agreement

1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing ~~three hundred sixty-five~~ ninety (90) days' notice to Region 4 ESC.

Answer: Return original language of 365 days. Ninety days is not enough time to resolicit a new RFP.

Office Depot understands that 90 day is inadequate time and is counter-proposing six (6) month notice to Region 4 ESC.]

Counter Response: OK with "one hundred eighty 180 days' notice to Region 4 ESC."

2.0 19-03Proposal- Adding Authorized Distributors

authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment shall ~~can only~~ be made to the ~~Contractor~~ Authorized Distributor/Dealer unless otherwise approved by ~~Region 4 ESC~~Contractor. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

Answer: Alternate language:

Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. At Contractor's discretion, purchase orders and payment may be made to Authorized Distributor/Dealer. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

Office Depot accepts alternate language. ***Counter Response: Acknowledged.***

3. 19-03 Termination of Contract

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC shall~~may~~ issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

Answer: OK.

4. 19-03 Standard Cancellation

e) Standard Cancellation. Either party~~Region 4 ESC~~ may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Answer: Return to original language.

Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Office Depot requires mutual termination rights. Insert additional language: Office Depot may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect six months after the other party receives the notice of cancellation.

Counter Response: Region 4's requirement has changed since last agreement and all standard cancellation is a Region 4 sole option.

2nd Counter Response: Confirm the revision to the Standard Cancellation language:

Standard Cancellation. Either party may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect six months after the other party receives the notice of cancellation. After the 180th business day all work will cease following completion of final purchase order. **- Accepted**

5. 19-03 Delivery

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot shall institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding $50.00. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

Answer: Ok with language, however, request to change "Office Depot shall" to "Office Depot may". Office Depot has elected to offering other delivery methods

Counter Response: Need acknowledgement on 5. 19-03 14) Delivery

2nd Counter Response #5 Delivery is acknowledged. **– Thank you**

6. 19-03 Inspection & Acceptance

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference.. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

Answer: OK.

7. 19-03 Payment

16) Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC r is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

Answer: Ok with language at "thirty (30) days from the date of invoice.", not "twenty (20) days from the date of invoice." Office Depot accepts alternate language. ***Counter Response: Acknowledged.***

8. 19-03 Price Adjustments

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All Core price increases ~~must be supported by manufacturer documentation, or a formal cost justification letter~~ will be submitted to Region 4 ESC for approval. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC.~~ Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All Core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

In the event of extenuating market conditions, Contractor reserves the right to adjust Region 4 ESC's prices commensurately

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

Answer: Return to original language with alternative language paragraph (in red):

Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4

ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

In the event of extenuating market conditions, Region 4 ESC and Contractor may elect to implement an increase on products, goods and materials affected by uncertainties in the marketplace. Requests for extenuating market conditions will follow the US Trade Representative website: https://ustr.gov, **or other indices, U.S. domestic mirco-economic fluctuations, changes in paper and raw materials, including but not limited to transportation, shipping material, etc.** *Should the terms of the extenuating market conditions change, the increase will be altered, reduce or eliminated as expediently as possible. Contractor will provide written justification to Region 4 ESC before implementing the increase.*

Office Depot accepts alternate language with inserted additional language, as shown in blue.

Counter Response: Agreed to alternative language.

9. ***19-17 Audit Rights***

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense~~Region 4 ESC~~ reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, ~~in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

Answer: OK.

10. *19-03 Discontinued Products*

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model ~~and if the discount is the same or greater than the discontinued model~~.

Answer: Return to original language. Prefer to keep discount percentage.

Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. Office Depot accepts alternate language. ***Counter Response: Acknowledged.***

11. *19-03 New Products/Services*

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products~~. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount~~, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

Answer: Return to original language. Prefer to keep discount percentage.

New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause. Office Depot accepts alternate language.

Counter Response: Acknowledged.

12.19-03 Warranty

22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.

Answer: OK

13. 19-03 Certificate of Insurance:

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of thirty~~ten~~ (~~1~~30) days' notice ~~prior to~~of any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

Answer: OK.

14. Revision to Alternative to Rebates Agreement, attached. **Office Depot accepts alternate language and is attached.** ***Counter Response: Acknowledged.***

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY OFFICE DEPOT'S LEGAL DEPARTMENT

ALTERNATIVE TO REBATE ~~THE COOPERATIVE PURCHASING NETWORK PIGGYBACK~~ CONTRACT

BETWEEN
<PARTICIPATING AGENCY>
AND
OFFICE DEPOT, INC.

This Alternative to Rebate ~~Piggyback~~ Contract ("**Contract**") ~~of~~ is made and entered into this <DATE> ("**Effective Date**"), by and between <PARTICIPATING AGENCY> (hereinafter referred to as the "**Customer**"), and Office Depot, Inc., a Delaware corporation with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "**Office Depot**").

W I T N E S S E T H:

WHEREAS, on_____, 2019, and effective as of_____, 2019, Region 4 Education Service Center ~~The Cooperative Purchasing Network~~ ("**REGION 4 ESC**") awarded Office Depot Region 4 ESC Agreement ~~Contract~~ No._____for Office Supplies, Related Products and Office Services (the "**Master Agreement**"), ~~which permits government entities~~ to purchase goods and services ("Product") in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement) may purchase Product at prices stated in the Master Agreement ~~Customer has chosen to become a participating government agency under the Master Agreement, and Customer has registered with REGION 4 ESC to become a participating government agency and is eligible to purchase under the Master Agreement~~; and

WHEREAS, the undersigned representative of Customer is authorized, on behalf of Customer, to contract with Office Depot for the purchase of the office supplies and services in accordance with the terms of the Master Agreement and this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. **INCORPORATION OF MASTER AGREEMENT.**
The purpose of this Contract is to allow the Customer to purchase supplies from Office Depot at the discounted prices set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Contract (the "**Supplemental Terms**"), the Supplemental Terms shall prevail.

2. **CREDIT TERMS.**
Customer's credit limit shall be established by Office Depot's credit department. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is materially past due and Customer has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, Customer's credit standing becomes impaired as a result of Customer's payment habits having slowed down

SAMPLE

* FOR DISCUSSION PURPOSES ONLY *
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY
OFFICE DEPOT'S LEGAL DEPARTMENT

to an unsatisfactory level with all non-critical suppliers including Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

3. NOTICES.

All notices, requests, demands and other communications under this Contract shall be given in

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY OFFICE DEPOT'S LEGAL DEPARTMENT

writing. Such notices shall be deemed to have been given when delivered in person or three (3)business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer:	Agency Name Address City, ST, Zip Attn: Participating Agency Contact (Signator)
To Office Depot:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Susan Cummings, Vice President, Public Sector
with a copy to:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Office of the General Counsel

4. **TERMINATION FOR CONVENIENCE.**
Either party may terminate this Contract for convenience by providing the other party sixty (60) days prior written notice.

5. **ALTERNATIVE TO REBATES.**
As provided in the Master Agreement, Office Depot is offering, and Customer has agreed to accept, lower prices on select items in lieu of anticipated rebate dollars. The selected item or set of items that receive lower prices will be determined upon mutual written agreement of Office Depot and Customer. The price for each of these items may change with thirty (30) days prior notice to Customer. The prices and assortment of these select items may be updated by Office Depot in writing to Customer, including email. Quarterly reviews will be conducted to evaluate Customer Spend (as defined in the Master Agreement) to ensure the "in lieu of rebate pricing savings" coincide with the Agency Annual Volume Rebate (as defined in the Master Agreement) that would have otherwise been earned if this alternative to rebates had not been agreed upon. Any overages in dollars that would have been earned under the Agency Annual Volume Rebate in excess of $200.00 will be paid to the Customer by check within ninety (90) days of the end of the calendar year. Any overages less than $200.00 will be forfeited.

SAMPLE

IN WITNESS WHEREOF, Customer and Office Depot have executed this Contract on the Effective Date.

OFFICE DEPOT, INC.	**<PARTICIPATING AGENCY>**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Office Depot accepts alternate language.

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

APPENDIX B
TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)
NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2. c. viii./Page 14	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	
1.2 Last paragraph/Page 16	Marketing, Sales and Administrative Support. Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this RFP.	Office Depot is offering an Administrative Fee of 1.202% on Contract Sales. Technology products and truckload paper are excluded from the Fee.	

Answer: 2.c.viii.Page 14 - Region 4 to acknowledge 2.cviii/Page 14

Answer: 1.2 Last paragraph/Page16 - OMNIA – Cannot agree to exception/proposed modification to 1.2 Last paragraph/Page 16 Office Depot response. [redacted] *Office Depot accepts alternate language and has updated the administrative agreement to align.*

Counter Response: OMNIA Partners cannot agree to the alternate language and update located within the administrative agreement edited 4.22.19. OMNIA Partners will agree to keeping the [redacted] ***Fee.***

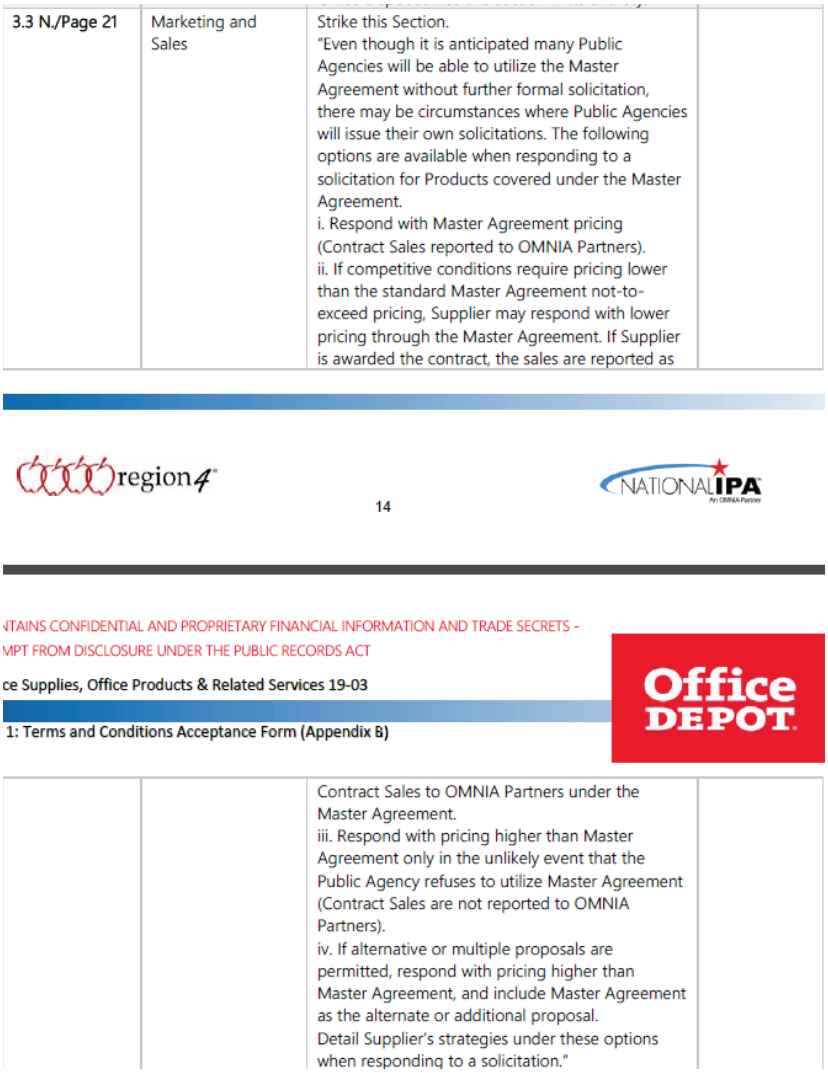
2nd Counter Response: Region 4 has agreed to default back to the Standard Cancellation that includes mutually terminated language (see revise language below), as long, as it is agreed that "All contract sales are at [redacted] OMNIA Partners has provided the redline (for review) and the PDF Admin Agreement_edits_final for signature. **- Accepted**

Answer: 2.1/Page 18 to 3.3M/Page 21 – OK by OMNIA Partners, National IPA

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

2.1/Page 18	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies. Office Depot strikes (2).	
2.2/Page 18	Pricing Commitment	Office Depot strikes this Section. In customer scenarios where a cooperative contract is in use, Office Depot offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and Office Depot's cost to purchase products. However, in this scenario, Office Depot is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	
2.3/Page 18	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Office Depot strikes 'as its go to market strategy in this defined sector'.	
3.3 K./Page 21	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
3.3 M./Page 21	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). Office Depot strikes this section in its entirety.	

Answer: 3.3 N./Page 21 Marketing and Sales – OMNIA Partners is seeking clarification from Office Depot on 3.3 N/Page 21. Based on the "Strike this Section" response, please explain your plan to utilize this contract.



3.3 N./Page 21	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as	

region4 14 NATIONALIPA

NTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS -
MPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT

ce Supplies, Office Products & Related Services 19-03

1: Terms and Conditions Acceptance Form (Appendix B)

Office DEPOT

		Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."	

Office Depot is eager to expand the current customer base and will continue to actively promote the contract to public agencies. Additionally, we will promote the solutions available within the contract to increase the engagement of those using the Region 4 ESC contract today as we believe it provides compelling values and reduces agency administrative costs.

Office Depot will evaluate each Public Agency solicitation and respond with the appropriate response which could be another OMNIA cooperative program or a direct proposal not involving OMNIA based on the structure of the solicitation.

Agencies submitting their own solicitation, and such solicitation defines that a cooperative and/or alternative responses may be proposed and the Region 4 ESC agreement is applicable, Office Depot will provide the Region 4 ESC contract as a viable alternative to agencies own agreement. In such instances

whereby an agency accepts/agrees to utilize the Region 4 ESC contract, that contract will be established as the contract of record, and be administered within the contractual requirements of the Region 4 ESC/OMNIA Partners, Public Sector contract.

When an agency is currently utilizing the Region 4 ESC contract and issues a solicitation that aligns with the terms and conditions of their current Region 4 ESC agreement, Office Depot shall elect to respond using the terms and conditions of the current R4ESC contract.

Agencies requesting a specific program will receive an offer for that program and upon any subsequent award would implement and manage the contract directly with the respective agency, without further reporting to OMNIA Partner, Public Sector.

Counter Response: Acknowledged.

Answer: Appendix A Draft Contract #25/Page 5 -Acknowledged.

Appendix A Draft Contract #25/Page 5	Registered Sex Offender Restrictions	Registered sex offender restrictions – if Region 4 ESC agrees that Office Depot representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Office Depot can agree to the terms of this section. If not, then delete this section. Office Depot employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.	

Office DEPOT

Solicitation 19-03

REQUEST FOR PROPOSAL
OFFICE SUPPLIES,
RELATED PRODUCTS
& SERVICES

Proposal

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OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Office Depot Proposal

Region 4 ESC
Solicitation 19-03 for
Office Supplies, Related Products & Services
was printed in our

Texas Regional Print Facility
2230 North Highway 360
Grand Prairie, TX 75050

Our dedicated team of Texas-based print professionals is proud to prepare this proposal to Region 4 ESC's Evaluation Team for review.

NATIONALIPA™ An OMNIA Partner

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OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

January 22, 2019

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77095

Dear Region 4 ESC Review Committee:

We appreciate the opportunity to present you with our comprehensive proposal to Solicitation 19-03 for Office Supplies. Our team has prepared a complete package that will demonstrate our capabilities to provide Office Supplies to Region 4 ESC & participating public agencies with unparalleled service, expertise, and unprecedented value and savings.

Our team believes our RFP response demonstrates our passion for your business, our enthusiasm to understand and exceed your expectations, and our desire to present a sustainable offer that will allow for the success and growth of all parties. New contract innovations include:

- Innovation pricing strategies to align with the shift in public procurement trends
- Customizable Core list capabilities for meaningful added values
- Enhanced Rebate Incentives

For more than 30 years Office Depot has been committed to our customers by providing best-in-class products and services. Our collective team is dedicated and aligned to the success of Region 4 ESC and all the agencies associated with this contract. We have enjoyed working alongside Region 4 ESC and its cooperative partners since 1997 with various contracts, including Office & School Supplies, Janitorial Supplies, Managed Print. We do not take this relationship for granted and truly appreciate the opportunity to serve Region 4 ESC.

The entire Office Depot team would be honored to earn an award of Solicitation 19-03. Should you have any questions or concerns, please feel free to reach out directly to either me or Valya Broyer, our National Director of Strategic Partnerships.

Sincerely,

Susan Cummings
Vice President, Public Sector Strategy
Office Depot, Inc.

TABLE OF CONTENTS

TAB 1 DRAFT CONTRACT AND OFFER AND VENDOR CONTRACT SIGANTURE FORM 3

APPENDIX A – Draft Contract (redlined)

APPENDIX A – Offer and Contract Signature Form

APPENDIX B – Terms & Conditions Acceptance Form

TAB 2 PRODUCTS/PRICING 19

i. Scope of Products & Services
   a. Office Supplies
   b. School Supplies
   c. Copy & Print Services
   d. Promotional Materials
   e. Office Furniture
   f. Additional Products & Services

ii. Products and Pricing
   a. General and Market Basket Pricing
   b. Customized Market Baskets
   c. Minimum Order Fees
   d. Shipping and Delivery
   e. Warranties
   f. Rebate Incentives
   g. Pricing Verification
   h. Payment Methods
   i. Price updates
   j. Future Product Introductions
   k. Additional Information

ATTACHMENT 2.1 – Sample Participation Agreement

TAB 3 PERFORMANCE CAPABILITY 59

i. Detailed Response to Appendix D, Exhibits A, F and G
ii. Acknowledgement of Appendix D, Exhibit B
iii. E-Commerce and Web-based Procurement
iv. Emergency Orders
v. Average Fill Rate
vi. On-time Delivery Rate, Next-Day Delivery and Historical Rates
vii. Return and Restocking Policy
viii. Ability to Meet Service and Warranty Needs
ix. Customer Service Problem Resolution
x. Invoicing Process
xi. Contract Implementation and Customer Transition Plan
xii. Financial Condition
xiii. Website Link, Capabilities and Functionality
xiv. Safety Record
xv. Reporting Capabilities
xvi. Green/Sustainability Program and Available Reports
xvii. Social Diversity Initiatives, Tier 1 and Tier 2 Credits
xviii. Additional Information

ATTACHMENT 3.1 – Sample Reports

TAB 4 QUALIFICATION AND EXPERIENCE 105

i. Brief History
ii. Contract Compliance
iii. Authentic Products
iv. Reputation in the Marketplace
v. Reputation of Products and Services
vi. Key Employees Experience and Qualifications
vii. Government Sector Experience
viii. Litigation, Bankruptcy, Reorganization, Investigations
ix. Customer References
x. Additional Information

TAB 5 VALUE ADD 121

Comprehensive Public Procurement Solutions

Committed to Service Public Agencies

Only at Office Depot

Solutions and Programs

Print Optimization

Environmental Strategy

Advancing Technologies

Healthy & Safe Work Environments

Efficiency Services

Closing Commitment

TAB 6 ADDITIONAL REQUIRED DOCUMENTS - APPENDIX C. 151

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

TAB 7 NATIONAL IPA RESPONSE TO A NATIONAL PROGRAM – APPENDIX D 161

OMNIA Partners Exhibit A – Response for National Cooperative Contract

OMNIA Partners Exhibit B – Administrative Agreement, Example

OMNIA Partners Exhibit E – Contract Sales Reporting Template

OMNIA Partners Exhibit F – Federal Funds Certificate

OMNIA Partners Exhibit G – New Jersey Business Compliance

ATTACHMENT 7.1 – Dun & Bradstreet Report

TAB 8 NATIONAL IPA RESPONSE EXHIBITS FOR REFERENCE – APPENDIX D 261

OMNIA Partners Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement

OMNIA Partners Exhibit D – Principle Procurement Agency Certificate

OMNIA Partners Exhibit H – Advertising Compliance

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Tab One:

Draft Contract and Offer and Contract Signature Form (Appendix A)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03

OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 1: Draft Contracts and Offer and Contract Signature Form (Appendix A)

APPENDIX A
DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 201X by and between **Office Depot, Inc.** ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Office Supplies, Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-03 for Office Supplies, Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with National IPA.

1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing ~~three hundred sixty-five~~ ninety (90) days' notice to Region 4 ESC.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer

iii. Offeror's proposal
iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment shall ~~can only~~ be made to the ~~Contractor~~ Authorized Distributor/Dealer unless otherwise approved by ~~Region 4 ESC~~Contractor. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC shall~~may~~ issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work,

documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Either party~~Region 4 ESC~~ may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot shall institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding $50.00. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference.. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC r is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All Core price increases ~~must be supported by manufacturer documentation, or a formal cost justification letter~~ will be submitted to Region 4 ESC for approval. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC.~~ Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All Core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

In the event of extenuating market conditions, Contractor reserves the right to adjust Region 4 ESC's prices commensurately

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense~~Region 4 ESC~~ reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, ~~in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model ~~and if the discount is the same or greater than the discontinued model~~.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products.~~ Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount~~, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work

at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of thirty~~ten~~ (~~1~~30) days' notice ~~prior to~~of any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Office Depot, Inc
Address	6600 North Military Trail
City/State/Zip	Boca Raton, FL 33496
Telephone No.	561-438-4800
Email Address	Susan.Cummings@OfficeDepot.com
Printed Name	Susan Cummings
Title	Vice President, Public Sector
Authorized Signature	

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

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Tab One:

Terms and Conditions Acceptance Form (Appendix B)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

✖ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*)
NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2. c. viii./Page 14	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	
1.2 Last paragraph/Page 16	Marketing, Sales and Administrative Support. Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this RFP.	Office Depot is offering an Administrative Fee of 1.202% on Contract Sales. Technology products and truckload paper are excluded from the Fee.	

2.1/Page 18	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies. Office Depot strikes (2).	
2.2/Page 18	Pricing Commitment	Office Depot strikes this Section. In customer scenarios where a cooperative contract is in use, Office Depot offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and Office Depot's cost to purchase products. However, in this scenario, Office Depot is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	
2.3/Page 18	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Office Depot strikes 'as its go to market strategy in this defined sector'.	
3.3 K./Page 21	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
3.3 M./Page 21	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). Office Depot strikes this section in its entirety.	
3.3 N./Page 21	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as	

		Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."	
Appendix A Draft Contract #25/Page 5	Registered Sex Offender Restrictions	Registered sex offender restrictions – if Region 4 ESC agrees that Office Depot representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Office Depot can agree to the terms of this section. If not, then delete this section. Office Depot employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.	

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Tab Two:

Products/Pricing
National Market Basket (Appendix E)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03

Office DEPOT®

OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 2: Products & Pricing

Scope of Products and Services

It is the intention of Region 4 ESC to establish a contract with Offeror(s) for office supplies, related products and services. Offerors are encouraged to propose their complete catalog, products and services including but not limited to the following categories:

- Office Supplies: General office supplies shall include but not limited to office consumables, paper, toner, IT peripherals and office equipment

Office Depot holds a current contract with Region 4 ESC for office supplies, R141703. With 30 years of experience partnering with local government and school districts, Office Depot continues to evolve our portfolio. We continue as your trusted supply partner, but we recognize that modern supplies are beyond tradition. Therefore, Office Depot invests in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer "modern supplies" and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with Region 4 and a future of empowering modern districts and learners across the country.

True to our mission of helping our customers work better, Office Depot has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Commitment to Learning™ initiatives! To do this better, we have established an internal professional learning community including prior educators who work as "voice of educator" with our business teams. In this, Office Depot is better equipped to listen and understand key educational insights to best support the work of learners and educators across the country.

As a full-service supply company, a national furniture dealer (Workspace Interiors by Office Depot™), and with recent investment in our innovative technology company CompuCom™ we are proud to share a full spectrum of modern, relevant, and holistic services. Below you will find the full spectrum and explanation of our K-12 offerings: Healthy Schools, Modern Learning Resources, Services, and of course supplies!

- School Supplies: General educational supplies shall include but not limited to educational consumables, paper, toner, IT peripherals and school equipment
    - School supply consumables

Office Depot holds a current contract with Region 4 ESC for school supplies, R141605. Office Depot has partnered with leading educational suppliers such as:

- Binney & Smith
- Carson Dellosa
- Creative Teaching
- Evan-Moor
- Pacon
- Scholar Craft
- Scholastic
- Sax Art

These partnerships will allow our customers to have access, through Office Depot's online ordering system, to over 6,000 instructional materials and classroom products, including:

- Arts and crafts supplies
- Teacher resources
- Classroom decorations
- Puzzles, games, and flash cards
- Boards and school equipment
- Professional development products
- Classroom supplies
- Instructional materials

Office Depot also offers comfortable, quality furniture and products that help simplify difficult tasks, improve organization, and contribute directly to an improved learning environment. Additionally, we carry a wide range of fundraising and school-branded merchandise to help build school spirit and generate revenue.

- Paper

Office Depot has developed strong relationships with many mills. We are the largest paper supplier in the office supplies channel in North America. Because of the volume we buy, we can greatly influence the mills on the specs. If needed, we can create a new SKU that we do not currently offer to meet the purchasing needs of our Schools.

Office Depot has aligned ourselves with the largest copy paper supplier in North America to best support our customers and distribution centers. This partner is Domtar, who has been Office Depot's vendors of choice for years. By funneling as much business as possible through this resource, we have lowered the cost-to-serve for Office Depot and have become the single largest paper buyer for this supplier. In fact, Office Depot is one of the largest buyers of paper in the world today. This guarantees us aggressive pricing in the market, which in turn we pass on to our Region 4 Participating Agencies.

Our strategic relationships have also improved the efficiency of our supply chain and have allowed for more accurate forecasting of our purchases. As a result, the flow of goods is much smoother for our vendors, without the peaks, valleys and spot buys of the past leading to consistent access for School operations.

Due to the volatility of the paper market, we have no formal written agreement with any of our paper suppliers. We will continue to react as the market changes and work to offer Region 4 Participating Agencies the most advantageous cost in the bid process. Our strategic relationship and large volume will work in our favor when the paper market changes. With our partnerships securely in place, we will be assured steady shipments of goods when other suppliers may be struggling.

Office Depot offers many recycled paper solutions and has several enhancements to its branded lineup of copy, inkjet and laser papers that may be of interest to Region 4 Participating Agencies. Office Depot also offers 100% recycled Office Depot paper and Domtar FSC Earth choice paper.

Office Depot's enhanced branded offerings consist of the following papers: Premium White Copy Paper, Premium Enviro Copy Recycled Copy Paper, Platinum Super White Copy Paper, Premium Inkjet Paper,

Premium Laser Paper, Platinum Color Inkjet Paper, Platinum Color Laser Paper and Platinum Color Copy Paper.

Approximately 90% of the cut-sheet papers sold by Office Depot is certified by one of the four main responsible forestry certification standards, CSA, FSC, PEFC or SFI.

Non-Cut Sheet Paper Solutions: Office Depot offers over 1,000 non-cut sheet paper products in the Green Book.

Office Depot introduced Office Depot Green, a line of products including paper, that are designed to be very Green with environmentally friendly packaging and high recycled content in the product and packaging.

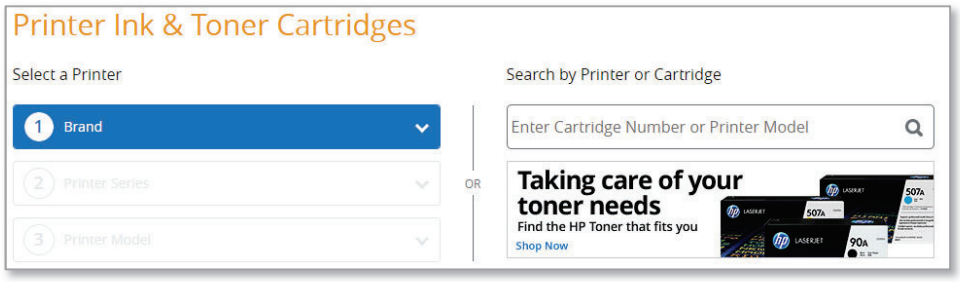
Increased Recycled Content: Perhaps the most noteworthy change in the Office Depot lineup concern environmental performance is that all red top copy paper is 0% PCW and the Green top copy paper is currently at 30%.

Additionally, all Office Depot brand paper is now elemental chlorine free, employing an advanced brightening process to reduce pollution while enabling the production of bright, white paper.

- Toner

Office Depot sells more ink and toner worldwide than any other reseller. We use this buying power as leverage to acquire the best volume discounts, as well as promotional support to drive down costs and increase sales in the category. We typically order in pallet and/or truckload quantity, allowing us to have the lowest unit price. Office Depot has a low-cost structure for receiving, picking, packing and delivering product to the end user.

Office Depot offers both OEM, remanufactured, and third-party OEM toner products. We offer a comprehensive toner reference in both our hard copy and online catalogs. Our print catalog clearly identifies whether an item is OEM, remanufactured, or third-party OEM and provides both the manufacturer and manufacturer's part number.



Our website identifies product descriptions, toner yields, and the status of the toner cartridge as either OEM, remanufactured, or third-party OEM.

Office Depot branded cartridges are an important way for customers to save procurement dollars while maintaining the same quality as OEM products:

Quality: Independent industry experts regularly test Office Depot brand cartridges. Our cartridges provide print quality and page yield equal to the National brands.

Remanufactured – Not Refilled: The plastic core of the ink and toner cartridges is refurbished while ALL critical components are replaced or refurbished and 100% post-production tested.

- Toner New! Doctor Blade – Refurbished or New (Primary)
- Drum New! Charge Roller Refurbished or New
- Wiper Blade New! 100% of Cartridges Post Construction Tested!

Guaranteed Performance: Office Depot ink, toner, and fax supplies carry a 100% Satisfaction Guarantee. In addition, using an Office Depot brand supply will not void the printer warranty. Office Depot will cover any printer expense as a result of a faulty cartridge.

Savings: We produce most Office Depot ink and toner cartridges with the empty cartridges we collect through our recycling program.

Along with OEM toner and ink cartridges, Office Depot's private brand cartridges represent national brand quality offered at a substantial discount in price to the consumer. All Office Depot private brand products are backed with a 100% satisfaction guaranteed policy. In fact, quite often the Original Manufacturer is actually the source for many of our private brand products. On Office Depot's BSD web site, remanufactured cartridges are clearly identified with the words "remanufactured cartridge" and yields are indicated in the electronic catalog.

We also can provide free collection boxes with pre-paid shipping labels for inkjet or laser returns. Once the box is full, return it at no cost – the postage is paid.

- IT peripherals

Office Depot, Inc. is a highly qualified vendor for Technology Products, Services and Solutions. We can accommodate a nationwide demand for product/services and fulfill obligations for our customers nationwide. Office Depot, Inc. will provide the products and associated services offered in this RFP response. Therefore, Office Depot, Inc. hereby offers our complete catalog of products and services, including but not limited to the following categories:

Computer Hardware

Servers, Desktops, Notebooks, Laptops, Tablets

Office Depot holds a current contract with Region 4 ESC for technology, R160204. Computers have become an absolutely essential aspect of our everyday life. Whether it's a desktop computer, a lightweight laptop/notebook, or a touch-tablet, there is a device to fit all needs. Not only has the personal style of computers changed, but the processing power of these machines has consistently advanced under a 'doubling effect' (known as Moore's Law).

The K-12 space has experienced some of the most significant impacts. Environments consisting of a single teacher operating a single desktop quickly morphed into an entire computer lab environment, augmenting the actual curriculum to include 'computer training' like any other field of study. Fast forward to the modern age and computers 'as a field of study' have shifted to computers 'as a learning tool.' 1-to-1 and BYOD environments are now a standard for the modern classroom, and the advent of the Chromebook Android devices is propelling us toward an Internet-based learning space.

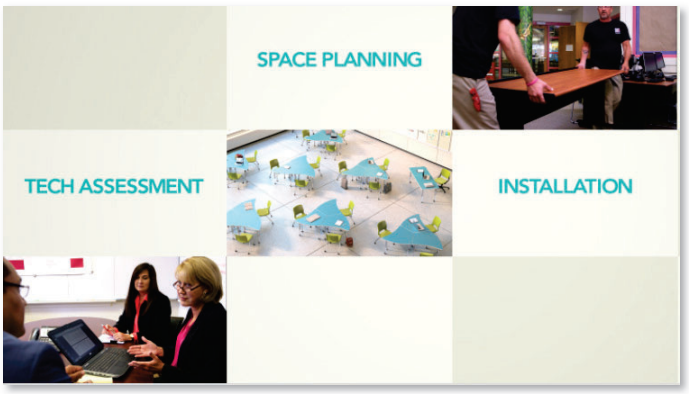
Technology and its components are a universal language; all entities and organizations within all vertical segments depend on being communication, research, and collaboration. Behind the scenes of every user-device (or 'client') is the device that manages them; the server. Servers are the backbone of the client device and are available in a wide variety of forms factors and functionalities. Tower, rack or blade designs can be infused with remote, power or safety management features, all of which make it possible to manage a network, share files across the user-spectrum, manage resource access rights, send/receive email, host a website, manage a cloud environment, or simply maintain smooth print management.

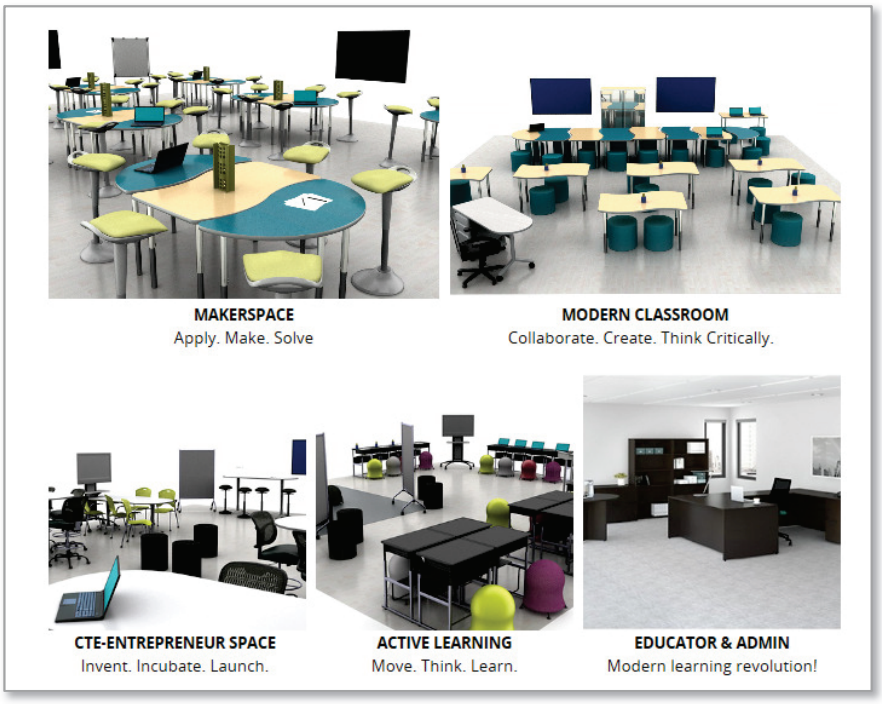
Office Depot, Inc. has strategic relationships with the top market leaders in the computer systems industry. Our Technology Solutions professionals are trained and expertly positioned to meet the needs and demands of the modern-age Public Sector organization.

- School equipment

Learning is now student driven and active. To best accommodate modern learning, environments today transcend the confines of the traditional "classroom". Office Depot has curated a variety of modern environment concepts. These concepts, designed by Office Depot with insights from our education team and feedback from our educator partners across the country, reflect common modern learning trends.

Office Depot provides complete classroom furniture solutions. Whether the need is centered on matching and expanding existing facilities or providing new progressive classroom solutions, Office Depot has products to the meet your style and budgetary requirements to furnish the needs of your Participating Schools. We offer an in-stock program for those times that you just can't wait, along with quick-ship options and custom capabilities. We also offer Modern Learning Concepts that are aligned to instructional practices for modern learners. Our goal is to free up your time for the learning/teaching environment while we take care of your planning, design, and furnishing requirements at contract value pricing.





- Copy and Print Services: Provide copy and print services with the ability to ship materials

Office Depot holds a current contract with Region 4 ESC for Managed Print Services, R171404, which provides for a comprehensive end to end solution for all printing services that Office Depot can provide, to include Copy & Print, Promotional Materials and more. Included are the details of this contract offer.

The following is an overview of the Copy and Print services we will provide to our Region 4 ESC participating and eligible agencies:

Solution Overview

- High-quality, low-cost document services
  - Everyday low prices on digital copying and printing
  - Additional high-volume discount pricing
  - Leverage print spend to increase the Region 4 ESC rebate
  - Forms management
  - Digital document archiving
  - Sales collateral, including flyers, brochures, handouts, and other items
  - Specialty printing

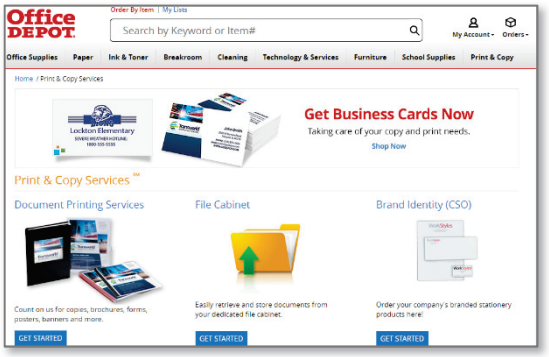
- State-of-the-art marketing services
  - Stationery programs: business cards, letterhead, and envelopes
  - Promotional products like apparel, branded give-aways, and mugs
  - Business identity programs, including name plates, badges, and memo pads
  - Stamps and daters
  - Signs, posters, and banners
  - Direct mail and marketing services

- Free consultative services for Region 4 ESC participants
  - Dedicated print support
  - Total cost of ownership print spend analysis
  - Print shop partnership services: revenue stream generation and outsourcing services
  - Copier fleet analysis, with an emphasis on reduction opportunities

Document Services

Our web-based Online Print Center is an innovative print ordering service that helps public agencies and non-profits meet everyday printing needs, as well as time-sensitive or confidential print orders. With our integrated, multi-channel Online Print Center program, print orders can be picked up at any of the 1,400 Office Depot or OfficeMax retail locations or customers can opt to save time and mailing cost by having their orders shipped to their preferred destination. Public agencies can place orders online 24/7 from any computer with an internet connection, and upload files to http://business.officedepot.com. The Online Print Center requires no initial setup to access an array of digital options that includes:

- Black & white or full-color printing
- A variety of paper types and colors, including carbonless paper, linen, cardstock, certificate paper and others
- A selection of document sizes from letter size to large format banners and posters
- Multiple binding options: Spiral, Perfect, Comb, Tape, Saddle Stitch
- Laminating, folding, stapling, Padding, Binder insertion, CD burning, and more



"My Files" Digital Document Archiving

Public sector agencies can conveniently reorder documents by storing preconfigured files in their own secure File Cabinet, an online digital document archiving service that is provided at no cost to Region 4 ESC customers. Benefits of this Digital Archiving service include:

- Black & white or full color printing
- A variety of paper types and colors, including carbonless paper, linen, cardstock, certificate paper and others
- Secure online storage
- Store/Add/Delete/Update and manage files easily online
- Pre-determined users can Access remotely and collaborate from multiple locations
- Easily retrieve documents for reprint
- Preview and access your files securely 24/7
- Files are backed-up automatically
- No need to worry about file size limitations
- Decentralize your print procurement process

Retail Locations

Office Depot has a national network of 1,300 digitally connected retail Copy & Print Centers that can assist our public sector customers on an as-needed basis. They provide:

- Walk-in convenience for copying and project consultation
- Ad hoc and emergency support for even the most unexpected situations
- Locked-in ultra-competitive rates: The Region 4 ESC price list is one of the lowest in the marketplace and valid at all retail locations
- Participating Agencies can do smaller, quick print projects at the new self-serve pay by card printers in our more than 1,300 retail stores in the USA without involving a store associate or waiting in line at the print counter

Regional Print Facilities

Office Depot has six regional print facilities strategically located across the U.S. These closed-door facilities include some the most advanced technology Xerox offers today. Through these six fully networked facilities, job sharing efficiencies can be maximized for high-volume, fast turn and distribution projects.

Pricing Overview

As one of Xerox's largest customers, Office Depot leverages our document costs to offer Region 4 ESC Agencies a greater savings than their internal copier fleets in most cases.

Digital print pricing is a set price regardless of quantity ordered, highlights include:

Black and White Copies	$0.024 per impression
Color Copies	$0.23 per impression
Finishing Services	Additional discounts applied

We are including a copy of the current Office Depot Region 4 ESC digital print pricing in the pricing section that is being provided on our included Flash Drive. Pricing is subject to update/change based on current market conditions, such as the cost of paper, ink, toner, equipment lease fees, etc. All price update notifications are submitted to Region 4 prior to implementation.

High-Volume Project Discounts

For single larger-volume orders, Office Depot offers Region 4 ESC Participating Agencies tiered discounts to take advantage of the lower cost per unit these larger jobs offer.*

Black and White Impressions: Volume discounts

1-250K Impressions	251K-600K Impressions	651K-1M Impressions	1M – 1.5M Impressions	1.5M + Impressions
$ 0.022	$ 0.020	$ 0.018	$ 0.0143	Will be quoted

Color Impressions: Volume discounts

1-10K Impressions	11K-50K Impressions	50K-75K Impressions	75K + Impressions
$ 0.21	$ 0.20	$ 0.18	Will be quoted

*To obtain the Volume Discount Pricing shown above, your Office Depot representative must be contacted for assistance to assure appropriate pricing is applied at the time of the purchase.

Program Incentive Rebates

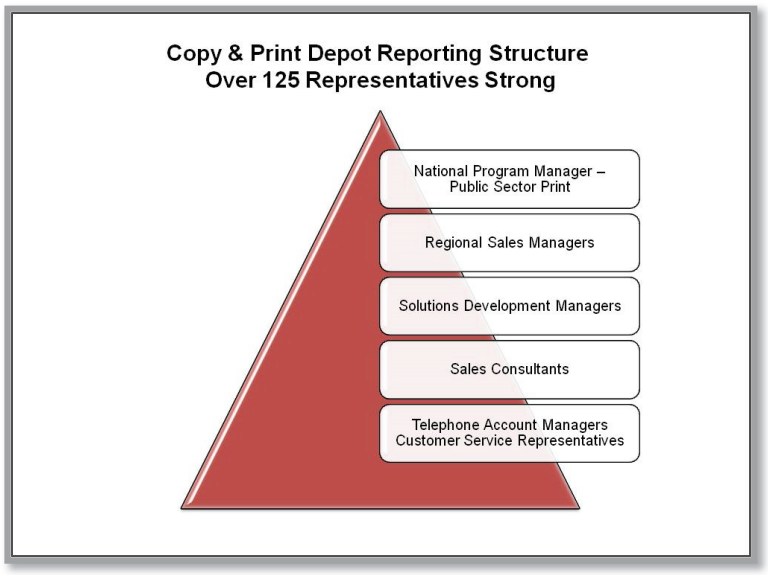
Copy and Print Depot spends count toward the overall annual Region 4 ESC rebate. Customers who spend $200,000 in the Copy & Print category during the rebate period may also earn the category rebate of 5%. Full rebate details are outlined further in this section.

Adjacency	Achievement $	Rebate %
Copy & Print	$200,000+ Annually	5% of Category Spend

Consultative Services

Dedicated Print Support

Office Depot has a team of over 3,000 in-house Xerox-certified print specialists to support public agencies' specific print initiatives. With dedicated national public sector program managers, agencies can be assured that Office Depot understands their specific needs.



Print Spend Analysis

The Office Depot Copy & Print team provides a free Total Cost of Ownership analysis to give agencies a comprehensive view of the true cost of their printed materials. Participating public agencies can use this analysis to get a better understanding of how to utilize the Copy & Print Depot print services and leverage copier fleet expenditures, create internal revenue streams, and more.

B/W Copies - PRINT SHOP ANALYSIS				
Item	Lease cost / monthly	Annualized Lease cost	Annual click volume	Cost per click
Equipment Cost	$ 20,813.00	$ 249,756.00	7,400,939	$0.0337
Click Charge	$ 0.0039			$0.0039
Paper Cost (per case)	$ 25.00	$ 3,700.47		$0.0005
Maint. Contract	$ 6,962.00	$ 83,544.00		$0.0113
Subtotal				$0.0494
		Salary	%	
Waste			0%	$0.0000
Labor*	2 FTE @ $15/hr	$62,400		$0.0084
Distribution Costs				*$0.0000*
Real Estate Charges				*$0.0000*
Utilities				*$0.0000*

- **Financial impact study:** Office Depot will show the effects of a Copy & Print program on your rebate dollars and bottom line.
- **Comprehensive implementation:** our detailed list will identify all tasks required to enable a successful launch and smooth transition.
- **Flexible configuration:** Office Depot will accommodate specific agency needs, whether we come on-site, align near-site or a blend of both.

Print Shop Supplementation

The Office Depot Copy & Print team specializes in introducing products and services that enhance the capabilities of public agencies. We pay for the high-cost technology, software, and labor, and our customers gain access to state of the art solutions from simple black-and-white copies to oversized signs and banners.

- **Enhanced product line up**: agencies can take advantage of new and exciting products and services without the capital investment.
- **Free shipping:** For digital printing and finishing services orders over $50.00
- **A ready partner for agencies' peak seasons:** Office Depot has the capacity when agencies need us the most.

Additional Solutions

MWBE Spends: Office Depot has multiple minority vendor partners across the United States to help you meet your diversity spend requirements.

Specialized printing: Customers can use Office Depot's nationwide print vendor network to handle their large specialized projects to save budget dollars and ease product distribution.

Green Solutions for Copy and Print

As a company, we're proud to be an industry leader in helping participating and eligible agencies meet their green initiatives. Like our office supply offering, Office Depot's Copy and Print Solution offers the following green benefits:

- Office Depot currently defaults to 30% post-consumer waste paper for printing
- Business cards, forms, letterhead, stationery, and folders are made from varying degrees of postconsumer or recycled content
- Using the Online Print Center and File Cabinet reduces waste when printing only the quantity that is needed
- Fuel and greenhouse gases are reduced when uploading and approving jobs online
- Green promotional products range from organic T-shirts to pens made from recycled-material to reusable tote bags, coffee tumblers and water bottles
- Packaging is 100% recycled, uncolored cardboard
- Green line stamps contain a minimum of 80% recycled plastic
- Green line daters contain a minimum of 75% recycled plastic

Disclaimers

- Additional signatures: Office Depot reserves the right to require additional customer signatures when providing copy and print solutions that require inventory liability, onsite services, or forms management.
- Specialty printing and promotional products may require specific vendor sourcing depending on customer needs. Shipping charges may apply and will be expressed at the time of order.
- Pricing represents the maximum charge and Office Depot reserves the right at its discretion to offer lower pricing based on job size and specifications

- **Promotional Materials and Services**: Items shall include but not limited to various novelty, accessories, wearable, screen printing, engraving

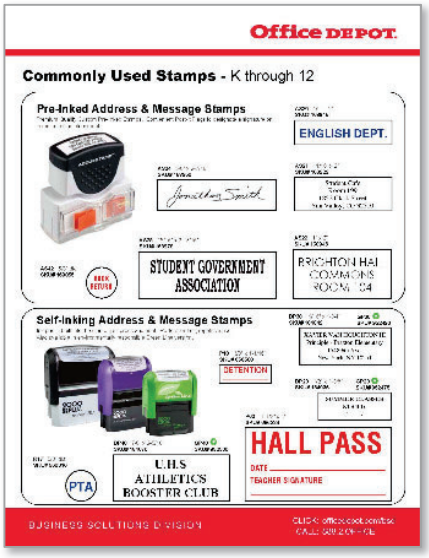
As part of our Region 4 ESC for Managed Print Services, R171404, we are able to provide Promotional Materials and Services. Included are the details of this contract offer.

Custom Imprints Online

Office Depot provides public sector agencies with the ability to simplify their custom imprint procurement by using our online custom imprints solution. Our specialized assortment includes printed products that are often of nominal or low dollar unit cost, but which can be costly to acquire through traditional manual processes. The Office Depot online solution eliminates those costs.

Products include:

- Custom stamps
- Personalized stationery
- Business envelopes
- Business cards
- Labels and standard forms
- Name plates and badges
- Calendars and greeting cards
- Sticky notes and legal pads
- Imprinted binders and folders



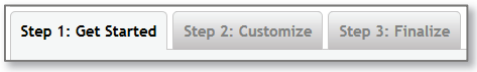
Promotional Products

Office Depot offers a simple way for Region 4 ESC customers, schools and non-profits to create and order promotional products. With over 1,200 promotional products to choose from, customers can find a good solution that suits any budget and style. Our ordering process is simple, with promotional product experts who can help agencies identify the most appropriate products to promote and reinforce their message. For example, agencies can print or engrave information on items such as:

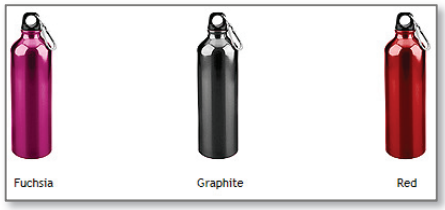
- Writing instruments
- Drinkware
- Calendars
- Desk accessories
- Gifts and awards
- Shirts, hats and other apparel
- Uniforms; school & work
- Sprit & motivational items

Promotional products are available to our Region 4 ESC Participating Agencies both online and as custom special orders.

- Online ordering solution
- Shop by category
- Product assortment updates frequently
- Easy on-line customization
- Start / Customize / Finalize



- Bulk Buy Savings – the more you buy, the more you save



Quantity	Price
72	$4.19
144	$3.85
288	$3.59
576	$3.35
1008	$3.25

- Minimum purchases (piece counts) may apply on certain items
- Custom special order
- Expanded assortment
- Customize your agencies marketing / branding message

Brand Identity

Brand Identity offers Region 4 ESC customers an integrated online solution for acquiring organizational identity items like business cards, letterhead, and envelopes.

Office Depot representatives will work with participating public agencies to coordinate a set of agency identity products tailored to their brand and specifications. Once live on the website, identity products can easily be personalized and ordered at the same time as other office supply products. This makes it simple to create professional correspondence at reasonable costs with online instant pricing, ordering, proofing, and browser-based file uploading. There's an added-bonus: when participating in the Brand Identity Flex or On-Demand programs, no additional signatures are required because there's no inventory liability.

Products include, but are not limited to:

- Business Stationary
  - Business cards
  - Letterhead

- No. 10 envelopes
- Monarch letterhead
- Monarch envelopes

- Personalized Office Essentials
  - Stamps
  - Name plates
  - Mailing labels
  - Badges
  - Memo pads

Direct Mail

We understand that many of our public-sector agencies have direct mailing needs. Whether it's communications to the parents of a school district, mailings to students, city communications to residents, we have you covered. Regardless of mailing size, we have the printing, sorting, and mailing capabilities to handle any direct mail application.

Copy and Print Depot also offers its "Personalized Postcards" solution. This solution solves custom marketing needs by leveraging a turnkey process

- A turn-key solution that offers Office Depot customers the ability to reach out to their students or residence via postcard direct marketing.
- A personalized marketing solution that delivers efficiently and effectively for businesses providing them the ability to use personalization in the marketing communications.
- A customized solution that is designed to match the clients list/target selections, product design preference, and production facilitation.

Content Delivery & Marketing Services

- Integrated marketing services
- Content and learning management technology
- Campaign strategy services & support
- Brand and document design
- Consulting for effective integrated communication programs
- Digital publishing creation-strategy and deployment services
- Customizable promotional products

- Office Furniture: Furniture shall include but not be limited to: desk, chairs, conference, tables, filing cabinets and bookshelves, include installation, special orders,

Office Depot holds a current contract with Region 4 ESC for furniture, Contract R142212, offering a wide range of products from in catalog quick ship items to full Custom-Interior solutions via our various special-order furniture partners.

Office Depot has selected key vendors partners to help deliver a total solution package to the participating agencies inclusive of: Pre-K, K-12, Higher Education, State and Local Government Agencies as well as non-profit organizations. These vendors deliver a combination of value-based solutions as well high design and custom options. In conjunction with Office Depot each of these vendors will deliver commercial grade products nationally to help Region 4 participating agencies secure products to meet todays every changing need. We have carefully selected and partnered with these vendors knowing that they will work together with Office Depot and Region 4 to create a comprehensive solution with compelling values at the highest level of integrity and contract compliance for the Region 4 ESC participating agencies.

The manufacturers we have submitted offer full line capabilities based on the products they manufacturer. The offering is a total solution from each of them as well as being able to provide new product introductions as they happen at approved discounts. We would also like to include our total line offering as a supplemental offering to round out a total project solution as needed. As required, and requested by a purchasing agency, we may be able to provide ancillary items in outside the primary manufacturer partners we have selected; pricing for these items is set at fair market value and presented and confirmed with a Participating Agency prior to processing any purchase orders. Office Depot will continue to update and refine our manufacturer partner list as new solutions become available to the market place.

Furniture Solutions are available in the following categories:

- Audio/Visual Furniture
- Cafeteria
- Casegoods
- Classroom & Library
- Dormitory
- Ergonomic Solutions
- Filing & Storage

- Lounge/Reception
- Related Products and Support Services
- Science Lab
- Seating / Chairs
- Tables/Meeting Conference Room
- Technology Support Furniture
- Workstation

Office Depot has a number of measures in place that will provide for a best in class value for Region 4 Participating Agencies. This value does not stop with product or product cost, as it also includes our design services, sales and project management services.

- **Other applicable products and service solutions**: This includes Private Label that are equal to or superior to the original manufacturer product.

Office Depot offers a robust and comprehensive product and solutions assortment. We are able to support the needs of agencies and their various initiatives:

- **Lower Cost Solutions** → Private Label & Proprietary brand products
- **Environmental Initiatives** → Robust of environmentally preferable products with attached eco-labels to provide context on the environmental attributes of the products included
- **Minority / Diversity Spend** → We provide Historically Underutilized Business (HUB) products with the commensurate spend reporting available to allow agencies to measure and monitor these initiatives. We also have a number of Tier One suppliers that we can partner with for those agencies that have this requirement.

Office Depot is uniquely capable of offering our complete Region 4 Contract portfolio under a single account number. Currently we have competed for and have been awarded six (6) unique contracts, to include Office Supplies, School Supplies, Furniture, Janitorial Solutions, Technology, and Managed Print Solutions.

Janitorial Supplies: Provide a full selection of janitorial supplies and equipment, Office Depot currently holds a contract with Region 4 ESC for Janitorial products and equipment R162102

Our Janitorial supplies offering includes a robust core list and nearly 1200 Ready to Ship products available to competitive pricing and curated to meet the needs of today's schools and public agencies. Office Depot believes that a clean workplace is a healthy workplace and promotes presentism and productivity. Our full contract offering features:

- Dilution Control
- Green Products
- Industrial Paper and Dispensers
- Hard Floor Care
- Carpet Care
- Restroom Care
- Waste Receptacles and Liners
- Machines and Accessories
- Laundry and Kitchen
- Industrial Tools & Supplies
- Emergency Preparedness
- Breakroom & Beverage Solutions
- Lighting Solutions

Technology: Office Depot has been awarded the Region 4 ESC Technology and Interactive Whiteboard Products & Service, R160204 contract.

Our Technology solutions contract provides up to date product and service solutions for Schools and Public Agencies. As technology is an ever-changing solution we have worked to keep our available solutions and services in the forefront of the marketplace. Office Depot acquired CompuCom, the leading provider in computer solutions and services to include help desk services for public agencies looking to out-source this necessary solution. Our full contract offering features:

- Computer Systems
- Monitors
- Network Equipment
- Interactive Walls & Whiteboards
- Services
- Printers & Peripherals

Managed Print: Office Depot holds a current contract with Region 4 ESC for Managed Print Services, R171404.

Office Depot's Managed Print solution provide a comprehensive printing solution that is scalable to meet the needs and readiness of schools and public agencies. While Office Depot has partnered with leading print hardware providers such as: HP, Lexmark, Xerox, Brother & Canon we are able to integrate an agencies current print fleet into our service model, regardless of hardware manufacturer.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

Region 4 ESC desires a Contract that includes an auditable pricing program (no-cost plus models). Using the proposed pricing program, offerors will submit line item pricing on the National Market Basket, Appendix E. At the Offeror's discretion, the pricing program may include customized market baskets, non-core items, rebate incentives, volume tier incentives, promotional pricing.

a) Products/Pricing

i. Describe Offeror's products and services Offeror proposes to be available under a resultant contract.

Participating Agencies can browse Office Depot's online catalogues by drilling down through tiered product categories by individual product group. Categories include:

Office Supplies

- Calendars & Planners
- Batteries
- Printer & Office Paper
- Pens & Correction Fluid
- Pencils, Erasers & Sharpeners
- Markers & Highlighters
- Post-It Notes, Flags, Tabs & Dispensers
- Notebooks, Paper Pads & Clipboards
- Binders, Duotangs, Report Covers & Accessories
- Filing Storage & Archiving Supplies
- Retail & Business Supplies

- Event & Presentation Supplies
- Education & Craft Supplies
- Punches, Staplers, Scissors & Rulers
- Tape, Glue & Adhesives
- Bags & Cases
- Boards & Easels
- Calculators
- Clips, Fasteners & Rubber Bands
- Computer Accessories & Cleaning Supplies
- Desk Accessories & Organizers
- File Storage Boxes, Drawers & Cases
- Labels & Label Makers
- Literature Holders & Displays
- Office Machines & Supplies
- Packaging Supplies, Shipping Boxes & Supplies
- Stamps & Supplies

Paper

- Office Copy & Printer Paper
- Inkjet & Laser Printer Paper
- Colored Printer Paper
- Heavy Weight & Index Paper
- Bond & Thermal Rolls
- Wide-Format Paper
- Data Computer Paper

Ink & Toner

- Toner & Drum Cartridges
- Ink & Printheads
- Fuser & Maintenance Kits
- Ribbons

Cleaning & Breakroom

- Air Purifiers, Coffee Makers & Small Appliances
- Cleaning Chemicals & Detergents

- Cleaning Supplies, Products & Equipment
- Coffee, Snacks, Beverages & Serving Supplies
- Garbage Cans & Bags
- Ground Coffee & Coffee K-Cups
- Hand Soaps, Sanitizers & Dispensers
- Hand Towels, Toilet Paper & Facial Tissue
- Health & Safety
- Mail, Pack & Ship

Technology

- Ink, Toner & Ribbons
- Cables, Surge & Battery Backup
- Computer Accessories
- Hard Drives, USB Flash Drives & Media Storage
- Office Phones, Headsets & Phone Accessories
- Office Printers, Scanners & Fax Machines
- Computers
- Laptops & Tablets
- Audio Visual Solutions
- Network Adapters, Cameras, Servers & Routers
- Digital Cameras, Camcorders & Photo Frames
- Hardware & Computer Parts
- Software
- Surveillance & Security
- Point-of-Sale Equipment
- GPS Systems & Accessories

Furniture

- Office Chairs & Accessories
- Office Desk, Laptop Stands & Workstations
- Storage Cabinets & Filing Cabinets
- Reception Furniture
- Commercial Office Furniture Collections
- Home & Small Office Furniture
- Office Tables
- Bookcases & Shelving Units
- Healthcare Furniture
- Utility Carts, Office Carts & Equipment Stands
- Board & Conference Room Furniture
- Safes

Green Products

Green Product Assortment: Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

Greener Purchasing Solutions:

- Office Depot GreenerOffice Rating – an industry-first green rating system
- Green Book – an industry-first, first published in 2003, an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 econscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices

- Green Select Cart – a web-based "Green Smart Cart" that helps end-users identify greener alternatives at the point of purchase
- Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Services

Office Depot provides a range of services which include:

- Managed Print Services (already under Region 4 ESC Contract R171404
- Coffee machine service
- Water filter service
- Digital copy and print service
- Space and furniture planning services under Region 4 ESC Contract R142212
- Various Educational Services under Region 4 ESC Contract R141605
- Computer and IT system support under Region 4 ESC Contract R160204
- Toner cartridge recycling
- Document shredding and long-term storage
- Technology recycling/repurposing services
- Storage and warehousing of customer inventory when needed

Where possible, we have priced these services in this proposal or the current contracts. Some services must be individually quoted at the time they can be properly defined by the customer. If a Participating Agency needs any of these services, which are not currently priced, they can contact their account manager directly for a quotation.

i. Provided price lists may be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item.

Office Depot has included price lists for all products and services which can be priced at this time.

ii. Clearly identify pricing for any associated fees such as returns, installations, special or customized orders, maintenance fees, reporting, training, etc.

Your complete satisfaction is our primary concern. For returns, please contact your Customer Care Professional or initiate the return online.

Your Original Receipt is required for all store returns or exchanges of technology and furniture. Technology products may be returned or exchanged within 14 days of purchase with Original Receipt, in original packaging and with UPC code intact. If product box is opened, we will offer an exchange only.

For technology, a 15% Restocking Fee will be applied if the box is missing any components. This applies to all technology products including, without limitation: Computers, Monitors, Cameras, Camcorders, Projectors, GPS, Printers, Copiers, Faxes, Shredders, Telephones, Wireless Technology, MP3s, TVs, DVD Players, Media, Hard Drives, Peripherals, Accessories and Software.

Opened software may be exchanged for the same item only. Please remove all personal data from returned/exchanged product. Office Depot is not responsible for any personal data left in or on a returned/exchanged product. Furniture in new condition, unassembled, in original packaging, with Original Receipt and with UPC code intact may be returned within 14 days of purchase.

Special Order/Custom Items and Manufacturer Direct items cannot be returned or exchanged unless damaged upon receipt. Tech Depot Services are non-refundable once services have been performed. Pre-Paid Cards such as Gift Cards and Phone Cards are non-refundable and cannot be returned or used to purchase other gift cards. Special terms and conditions are included with each card.

- Installations, when necessary, will be included in the quotation for the item.
- Special orders may have fees involved and they will be included in the quotation for the items.
- Maintenance fees, if any will be included in the price list or quotation.
- Training on special equipment will be included in the quotation as a separate line item when appropriate.
- Standard on-line reporting is provided at no charge. Should special reporting be required we will consider it at the time of request.

iii. Offerors should provide their pricing structure which may include category discounts, a core list and non-core items. Include category discounts on Appendix E, Category Discounts tab, core list pricing Appendix E, Core List Items tab.

Office Depot is including the following pricing files as part of our comprehensive pricing proposal on the flash drive enclosed in the packet:

- Tab 1 – Category Discounts
- Tab 2 – Core List Offering

- Tab 3 – Market Basket Survey
- Tab 4 – Copy & Print Core List Offering

All pricing has been loaded to a single Excel file. 19-03 Office Supply – Appendix E Pricing

ii. General and Market Basket Pricing.

i. General Pricing. Offerors shall provide pricing based on a discount from a verifiable price list or catalog, or fixed price, or a combination of both with indefinite quantities. Multiple percentage discounts are acceptable if, where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable

1. Include an electronic copy or a link to the catalog or verifiable price list from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

   - Manufacturer part #
   - Offeror's Part # (if different from manufacturer part #)
   - Description
   - Price List and Net Price
   - Net price to Region 4 ESC (including freight)

   Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Office Depot is including the following pricing files as part of our comprehensive pricing proposal on the flash drive enclosed in the packet:

- Tab 1 – Category Discounts
- Tab 2 – Core List Offering
- Tab 3 – Market Basket Survey
- Tab 4 – Copy & Print Core List Offering

All pricing has been loaded to a single Excel file. 19-03 Office Supply – Appendix E Pricing

2. Using the pricing structure, the Offeror proposes above, provide the net price for the items listed on the National Market Basket, Appendix E, Market Basket tab.

Office Depot has completed the National Market Basket Survey, Appendix E, Market Basket Tab 3 to include the net price based on the pricing methodology used for each item. All items have the designation of Core or Non-Core.

iii. Customized Market Baskets. In addition to the National Market Basket, Offerors may provide customized market baskets to participating agencies.

i. Describe Offeror's ability to provide customized market baskets to participating agencies.

Custom Core Program: Office Depot is pleased to present a program a program that allow qualified agencies to augment the standard contract core lists that are included in our offer; Custom Core Program requirements as follows.

The Custom Core Program is available to Top Tier Participating Agencies that spend $100,000 or greater on an annual basis utilizing the Office Depot Region 4 ESC contract. Participating Agencies who qualify will have the option to choose additional items to augment their current Office and/or School Core lists.

The Custom Core program will allow for agencies to select items that are not on the Master Supply or School supply core lists. Office Depot reserves the right to allow items that are on the current Master Supply or School Supply core lists when additional vendor funding is available, and/or a customer qualifies for an HP Big Deal. If such Special Pricing Agreement terminates or expires, or there is a price change for items within such Special Pricing Agreement, then Office Depot shall have the right to update the pricing of such items hereunder, and thereafter, those items shall be priced in accordance with the terms of the Agreement. Items can be chosen from the balance of our assortment and may be in our BSD Catalog. The items chosen by Participating Agencies will be placed on an additional core list for that individual Participating Agency at a price lower than the then current Region 4 ESC pricing.

ii. Describe any limitations to customized market baskets (number of items, excluded categories, agency size limitations, etc.).

Qualifying Participating Agencies: Participating Agencies will be qualified for the Custom Core program option based on the prior calendar year spend (January – December), with the minimum qualifying spend of $100,000. Participating Agency spend will be qualified each calendar year to determine inclusion in the program and to determine which tier the qualifying Participating Agency will participate in. In the event that a Participating Agency's Tier level changes from one calendar year

to the next, based on their annual spend, they will either be a) removed from the program for failing to qualify with the minimum $100,000 spend, b) have the number of items reduced from their core list due to a reduction in qualified spend, thereby lowering the eligible Tier level, c) have their number of items increased on their core list due to higher qualifying spend that moves them into a higher Tier level, or d) the Participating Agency will remain on their current Tier level based upon their prior annual spend.

Participating Agencies that qualify for the Custom Core Program will need to acknowledge the full details of the program prior to participation.

Participating Agencies new to Office Depot will be qualified based upon a provided usage report to determine Tier eligibility for the first year. Office Depot has the sole right to determine initial year eligibility for new Participating Agencies. Each subsequent year, they will follow the qualification guidelines of current Office Depot Custom Core program for Participating Agencies.

Participation Tiers: Seven Custom Core Program participation tiers will be offered based upon the Participating Agency's previous calendar year spend. The Participating Agency's tier will then determine the maximum number of items that the Participating Agency is eligible have on their custom core. Agencies may select up to the maximum number of items as allowed per the qualifying tier. Office Depot reserves the right to provide less than the maximum number of items as allowed per tier level.

Customer Annual Spend	Customization Tier	Custom Core Item Limit
$100K +	Level I	10
$250K+	Level II	25
$500K+	Level III	50
$1M+	Level IV	75
$2M+	Level V	100
$3M+	Level VI	125
$4M+	Level VII	150

Core List Selection Process: Participating Agencies that qualify for the Custom Core Program will be allowed to select items at the inception of this contract. Updates/shifts in product assortment may be made through out the contract year, keeping in accordance with the Custom Core item limit allowed per the customer's qualified spending tier.

iii. How frequently does Offeror propose to update customized market baskets?

Items on the chosen Custom Core Program will follow the same pricing update schedule as other product categories as defined by the terms of the contract, so that those same items will update concurrently on the individual custom cores, where applicable.

iv. Is pricing available for all products and services?

Yes, however there may be some special-order items which will have to be quoted because the cost will be based on the actual specifications of the item, i.e. pre-inked stamps, printing, etc.

Pricing Methodology:

Catalog Offering: All references for the purposes of our pricing proposal as it pertains to a catalog offering will be made to our current primary printed catalog in use for account customer (also known as "contract customers") of the Business Solutions Division and/or the Contract Division known as the BSD Catalog assortment available at the time of order ("BSD").

Core List Pricing: Office Depot is offering and has provide approximately 1300 net priced core list items in our accompanying pricing file. Core list items will be designated with the "Best Value" icon on the BSD Website. Notwithstanding any other provision herein, Region 4 ESC and Office Depot may add or remove core list items from time to time by mutual written agreement of the parties (including email).

Non-Core BSD Catalog Pricing: Office Depot is offering web less discount pricing by category as outlined in Appendix E for all Non-Core items listed in the current Office Depot printed BSD Catalog BSD School Solutions Catalog. Office Depot will take a snapshot of web pricing, apply category discounts outlined in Appendix E, and lock pricing for the quarter. Pricing for Non-Core BSD Catalog Pricing & BSD School Solutions Catalog will be set forth on Office Depot's Business Solutions Division website located at www.officedepot.com ("BSD Website"). All Non-Core BSD Catalog items shall be designated with the "Contract Item" icon on the BSD Website.

Copy & Print Price List: Custom printing services, including custom imprinting services and large format prints, will be priced at a discount from retail. We have included a Copy & Print Price List in our pricing proposal as referenced above.

Non-Core, Non-BSD Catalog Items: Non-Core, Non-BSD Catalog Items which are identified on www.officedepot.com, will be priced at the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order, exclusive of bulk pricing discounts or other specials. Notwithstanding anything herein to the contrary, clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings (collectively, "**Excluded Categories**"). Non-Core Items that are not identified in the BSD Catalog or on www.officedepot.com shall not be subject to the pricing methodology otherwise set forth in this Agreement. Rather, prices for such items, as well as Excluded Categories, will be established by Office Depot in its discretion and will be presented to the Participating Agency at the point of sale or otherwise at the time of order placement.

Hosted Catalog: For those Participating Agencies that require a static pricing solution to support complex and/or certain electronic procurement platform requirements Office Depot reserves the right to provide customized static pricing files to meet the needs of that individual Participating Agency on an as needed basis as mutually agreed upon with the Participating Agency. It is understood that such pricing shall not be offered to other participating agencies; and such customized pricing will not be identified as an unacceptable variance for purposes of an audit review.

v. Describe any minimums order quantities or fees.

The pricing set forth in this response includes dock and/or mailroom delivery for orders of $50.00 or greater. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

Office Depot shall impose a minimum order value ("MOV") of $50.00. In lieu of an MOV, a Participating Agency may elect to be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms. Office Depot reserves the right to waive the MOV or small-order delivery fee for, among other reasons, Participating Agencies that have efficient delivery requirements or complex ERP Systems.

vi. Describe any shipping and delivery charges, include standard delivery (preferred ship is 48 hours or less), shipments outside Continental USA, truckload and delivery areas.

The pricing set forth in this Contract includes dock and/or mailroom delivery for orders of $50.00 or greater. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages furniture, special orders and/or rush deliveries, and Hawaii, Alaska and Puerto Rico orders. For Participating Agencies that require desktop delivery additional charges may apply. The additional freight charges for orders shipped to Hawaii, Alaska, and/or Puerto Rico shall be set uniformly be each market's retail delivery partner and impose a minimum order value ("MOV") of $50.00.

In lieu of an MOV, a Participating Agency may elect to be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms. Office Depot reserves the right to waive the MOV or small-order delivery fee for, among other reasons, Participating Agencies that have efficient delivery requirements or complex ERP Systems.

vii. Provide pricing for warranties on all products and services.

Office Depot's warranties will be limited to Office Depot-branded products only, and for all other products, Office Depot will pass through to Customer all manufacturer-supplied end-user warranties.

viii. Describe any return and restocking fees.

Your complete satisfaction is our primary concern. If you are dissatisfied with your purchase for any reason, you may return most items in their original packaging within 30 days of purchase for a replacement or full refund. General supply items should be returned in the original packaging within 30 days. Technology and stocked furniture items should be returned in the original packaging within 14 days. Special Order Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as "special order."

ix. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Volume Rebates: Office Depot will pay qualified Participating Agencies the following volume rebates:

Agency Annual Volume Rebate: Office Depot will pay Participating Agencies an annual volume rebate ("Agency Annual Volume Rebate") based on such Participating Agency's Spend, provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract. Agency Annual Volume rebates shall be calculated back to dollar one. The Agency Annual Volume Rebate shall be disbursed within ninety (90) days of of the contract anniversary and shall be calculated as follows:

Annual Spend	Annual Volume Rebate %
$500,001 - $1,000,000	1.5% of Annual Spend
$1,000,001 - $2,000,000	2.0% of Annual Spend
$2,000,001 - $3,000,000	3.0% of Annual Spend
$3,000,001 - $4,000,000	4.0% of Annual Spend
$4,000,001+	5.0% of Annual Spend

For purposes of the Office Supply RFP, Contract Anniversary shall be based on a calendarized twelve (12) months, beginning June 1st and concluding May 31st of each year during the terms of the contract. "Spend" shall mean Participating Agency's paid-for purchases net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, technology items, non-code and special order furniture, gift cards and warranties.

Copy & Print Adjacency Rebate: In addition to the Agency Annual Volume Rebate, Office Depot shall pay to Participating Agencies an annual Adjacency Rebate ("Adjacency Rebate") to those customers that spend $200,000 or greater in qualified Copy & Print solutions. The Copy & Print Adjacency Rebate shall be disbursed within ninety (90) days of the contract anniversary and shall be calculated as follows:

Adjacency	Achievement $	Rebate %
Copy & Print	$200,000+ Annually	5% of Category Spend

Alternative to Rebates: Notwithstanding the foregoing, at the Participating Agency level, Office Depot may agree to offer lower prices in lieu of anticipated rebate dollars to those Participating Agencies whose total Spend exceeds $500,000. To implement, Office Depot will enter into an agency-level agreement, which will also provide for an annual reconciliation to ensure that the earned rebate dollars correlate to the additional discounts and adjustments to pricing will be made as necessary (a "true-up"). ***A sample Participation Agreement has been provided at the end of this section and is labeled, Attachment 2.1.***

Region 4 Educator Recognition Sponsorship – Platinum Level Sponsor: Office Depot is pleased to offer our commitment to partner with Region 4 ESC to recognize leaders in Education. This offer is made exclusively for Region 4 ESC and is not part of our offer to other participating agencies. As we have in recent years, we would be honored to continue this sponsorship to elevate and award those educators that make a difference. Sponsorship offer is for three recognition events.

- Principal Event – April, Platinum Level Sponsorship - $5,000
- Teacher Event – August, Platinum Level Sponsorship - $5,000
- Superintendent Event – October, Platinum Level Sponsorship - $5,000

x. Describe how customers verify they are receiving Contract pricing.

Office Depot agrees to provide Region 4 ESC and/or the Participating Agency the necessary information to verify contract compliance throughout the life of the agreement. We have made a significant investment in creating an organization dedicated to ensuring accurate customer set-up, timely maintenance of customer pricing, and protecting the integrity of our agreements with our customers. To carry out those important responsibilities, we developed an online document management system to calendarize the significant milestones of our legal agreements. This provides us with visibility to time sensitive commitments. In addition to our system enhancements, our Contract Compliance Organization monitors all customer agreements and is responsible for establishing a consistent schedule of inspection, ensuring that Region 4 ESC and/or the Participating Agency end users receive the service and pricing Office Depot has committed to provide. We are the only major supplier that has developed this solution for our customers.

We provide 12-month online order history with complete pricing information, so you can review it at any time. This history can be downloaded to an Excel file and used for reporting and audit purposes. We also provide a live, online Bill Management tool as an efficient method to manage your billing.

xi. Describe payment methods offered.

A. Check

B. Credit or Procurement Card (VISA, MasterCard, Discover, AMEX) only at point of sale

C. EFT

D. EDI

Office Depot offers Net 20 days payment terms. We will work with each customer to accept the payment methods that are mutually agreed and acceptable to that customer.

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Office Depot is proposing a Discount from Web Price for its **Non-Core, BSD Catalog items**. The proposed Discount from Web price table has been included in our Appendix E price file submission.

Dept #	Class Detail	Dept/Class Description	Offeror's Discount
1	All	Furniture	20%
3	316, 326	Binding Machines, Laminating Supplies	20%
3	All Other	Binders, Report Covers, Indexes, Dividers, Sheet Protectors	25%
4	422, 683	Dated Books/Refills, Calendars	20%
4	All Other	Business Notetaking, Contact Management, Forms	30%
5	All	Paper	25%
6	All	Mailroom/Shipping	30%
7	All	School Supplies	25%
9	All	PC Accessories	15%
11	All	Writing	30%
14	All	Ink Jet Cartridges	15%
16	All	Printers	0%
17	All	Telephones	0%
19	All	Mobility	0%
21	261	Blank Media	15%
21	All Other	Memory, Drives	0%
24	All	Office Accessories	25%
25	All	Seating	20%
30	All	Filing	30%
34	All	Custom Business Essentials	0%
42	232	Electronic Labeling	15%
42	All Other	Labels	20%
43	810,812	Appliances, Beverages	10%
43	All Other	Breakroom	20%
44	440, 516, 750	Currency, Security, Chests, Paper Trimmers, Cash Registers, Time Clocks	20%
44	All Others	Office Essentials	25%
46	All	Audio and Video	0%

47	All	Clean/Personal Care	25%
48	All	Monitors & Projectors	0%
51	All	General Office Paper	30%
52	All	Specialty Paper	25%
54	All	Stationery & Cards	25%
58	All	Presentation	20%
60	All	Marketing/Visual Srvc	0%

Pricing Updates Core and Non-Core BSD Catalog items: Pricing for products covered by this office supplies agreement will be adjusted as follows:

a) **Core BSD Catalog items** pricing will be updated on a quarterly basis in January, April, July and October of each year during the term of the Agreement. Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change.

b) **Non-Core BSD Catalog items** pricing will be updated on a quarterly basis in January, April, July and October of each year during the term of the Agreement. Items will be based upon the product assortment in the BSD Catalog at the time of order. Office Depot will take a snapshot of web pricing, apply category discounts (outlined in Appendix E, and lock pricing for the quarter (until next update).

c) **Notification Process for all Non-Core BSD Catalog Product Category Increases**: Office Depot shall give Region 4 ESC at least thirty (30) days written notice of such price increase before any price increases take effect. Office Depot shall provide Region 4 ESC with an updated web-less category discount file for all Non-Core BSD Catalog items to verify that product price adjustments are being appropriately passed through to Region 4 ESC for Non-Core BSD Catalog items. In the event of extenuating market conditions, Office Depot reserves the right to adjust Customer's prices commensurately.

xiii. Describe how future product introductions will be priced and align with Contract pricing proposed.

When future product introductions are needed we will provide Region 4 ESC with the information concerning the product and the reasons for the introduction and the proposed pricing which will be based on the then current pricing structure within the contract unless there is no precedent, in which case we will propose pricing and negotiate in good faith to reach agreement.

Product Selection. In an effort to continuously improve its overall product selection, Office Depot reserves the right to add products, services and/or categories (e.g., medical/first aid supplies, professional development curriculum and instruction, etc.) to the Contract that are related to the scope of the RFP and the Response, and/or which are related to the business that Office Depot provides to its customers from time to time. In such event, Office Depot will provide at least thirty (30) days prior notice to Region 4 ESC.

xiv. Provide any additional information relevant to this section.

Tier One Alternative: Office Depot has developed a diversity purchasing initiative ("Tier 1 Program") that can be utilized by end customers to purchase products and services from small businesses, minority-or women-owned suppliers and service disabled veteran suppliers. We appreciate the opportunity to help our Tier 1 diversity partners while assisting Region 4 ESC Participating Agencies to achieve their diversity spending goals. Our proposed program maintains the structure of known auditable pricing that Region 4 ESC contracts provide Participating Agencies while meeting the diversity needs of the Tier 1 Partners.

In the event a Participating Agency wishes to purchase under the Region 4 ESC Contract but also elects to utilize an Office Depot Tier 1 partner in connection with such purchases, Region 4 ESC shall permit the Participating Agency to participate in Office Depot's Tier 1 program, provided such participation is in accordance with the terms of the Region 4 ESC Contract. The parties agree that the Participating Agency shall pay a fee in addition to the pricing offered under the Contract in order to participate in the Tier 1 Program. The final unit price for the invoice will be the Region 4 ESC contract sell price plus the Tier 1 program fee which shall be shall be negotiated among the Tier 1 partner and Office Depot.

Special Order / Warehouse / Category Bids: For purposes of the Contract, "Special Order / Warehouse / Category Bids" are defined as warehouse, truckloads papers, recurring or non-recurring new opportunities (i.e. systems furniture) or other similar type of formal RFPs, RFQs or bids. Office Depot may respond to Participating Agencies who issue their own Special Order / Warehouse / Category Bids under their own terms and conditions, including bids for quantity discounts on products that may be delivered to a multiple locations and/or centralized warehouse location, in accordance with the following terms:

a. Pricing will be negotiated on a case-by-case basis.

b. If Office Depot is awarded a Special Order / Warehouse / Category Bid, a separate Office Depot account shall be set up for the relevant Participating Agency for those purchases made for the Special Order / Warehouse / Category Bids. Such separate account shall not be linked to the Participating Agency's Region 4 ESC account and, therefore, not subject to its volume/adjacency rebate or any other Office Depot rebate or incentives that are paid to participating agencies.

c. If, pursuant to a Special Order / Warehouse / Category Bid, a Participating Agency makes purchases of items from Office Depot, such purchases shall not be included in the quarterly calculation of Administrative Fee due to OMNIA Partners / Region 4 ESC.

d. Pricing which is offered or given by Office Depot as a result of such bids will have no effect on the pricing otherwise offered under the Contract.

e. In the event that Office Depot provides a Special Order / Warehouse / Category Bid it shall be submitted under the pricing terms and conditions of Special Order / Warehouse / Category Bid not the pricing terms and conditions of the Region 4 ESC contract.

Regional Promotions: Office Depot shall have the right to offer special pricing on certain items on a national or regional basis; provided, however, Office Depot will provide Region 4 ESC with thirty (30) day prior written notice of the items, pricing, relevant geographical region, and the time period in which the items and pricing will be available. Items will be added/updated according to the Region 4 ESC price update schedule set forth in the Contract. In the event of extenuating market conditions, Office Depot reserves the right to adjust Customer's prices commensurately. These items may be available in limited quantities and will be available to all Participating Agencies in the geographic region(s) identified. Purchases of items under any Regional Promotion will be counted toward the Spend used to calculate the Agency Annual Volume and Adjacency Rebates and the Administrative Fees due to Region 4 ESC under the Contract. The terms and conditions related to Regional Promotions shall be at the sole discretion of Office Depot.

Employee Purchase Program: In an effort to continuously improve its customer-focused offering, Office Depot reserves the right to offer market-competitive pricing on select products (i.e., certain educational materials, classroom supplies, and copy and printing services) to employees of Participating Agencies (including teachers). This purchasing program shall enable employees of Participating Agencies to create an employee account. Employee purchases will be priced at a discount of ten percent (10%) off the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order. Employee purchases may be made at Office Depot's U.S. retail store locations or online at www.officedepot.com. Employees will be required to use a personal credit card for all purchases. Notwithstanding anything herein to the contrary, the aforementioned discount shall not apply to (i) products in the following categories (as such categories are identified on www.officedepot.com), Technology, Business Machines and Equipment, Custom Printing, Gift Cards, Shipping Services, Warranties, and U.S. Postage; and (ii) clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings. Items that are not identified in the BSD Web Catalog shall not be subject to the discounts or pricing under the employee purchase program. Rather, prices for such items will be established by Office Depot in its discretion and will be presented to the relevant employee at the point of sale or otherwise at the time of order placement. Any employee account shall be subject to approval by the Participating Agency whose employee desires to open an account. Purchases made by employees shall not be included in calculating an Agency Annual Rebate or any other rebate that a Participating Agency is entitled under the Contract. However, purchases made by employees shall be included for purposes of calculating the administrative fee due to Region 4 ESC.

Under this program, there shall be no delivery fee for orders over $50.00, but orders below $50.00 will be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms.

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*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY OFFICE DEPOT'S LEGAL DEPARTMENT

THE COOPERATIVE PURCHASING NETWORK
PIGGYBACK CONTRACT

BETWEEN
<PARTICIPATING AGENCY>
AND
OFFICE DEPOT, INC.

This Piggyback Contract ("**Contract**") of is made and entered into this <DATE> ("**Effective Date**"), by and between <PARTICIPATING AGENCY> (hereinafter referred to as the "**Customer**"), and Office Depot, Inc., a Delaware corporation with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "**Office Depot**").

W I T N E S S E T H:

WHEREAS, on_____, 2019, and effective as of _____, 2019, The Cooperative Purchasing Network ("**REGION 4 ESC**") awarded Office Depot Region 4 ESC Contract No. _____ for Office Supplies, Related Products and Office Services (the "**Master Agreement**"), which permits government entities to purchase goods and services in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, Customer has chosen to become a participating government agency under the Master Agreement, and Customer has registered with REGION 4 ESC to become a participating government agency and is eligible to purchase under the Master Agreement; and

WHEREAS, the undersigned representative of Customer is authorized, on behalf of Customer, to contract with Office Depot for the purchase of the office supplies and services in accordance with the terms of the Master Agreement and this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. **INCORPORATION OF MASTER AGREEMENT.**
The purpose of this Contract is to allow the Customer to purchase supplies from Office Depot at the discounted prices set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Contract (the "**Supplemental Terms**"), the Supplemental Terms shall prevail.

2. **CREDIT TERMS.**
Customer's credit limit shall be established by Office Depot's credit department. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is materially past due and Customer has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, Customer's credit standing becomes impaired as a result of Customer's payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

3. **NOTICES.**
All notices, requests, demands and other communications under this Contract shall be given in

SAMPLE

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY OFFICE DEPOT'S LEGAL DEPARTMENT

writing. Such notices shall be deemed to have been given when delivered in person or three (3)business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer:	Agency Name Address City, ST, Zip Attn: Participating Agency Contact (Signator)
To Office Depot:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Susan Cummings, Vice President, Public Sector
with a copy to:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Office of the General Counsel

4. **TERMINATION FOR CONVENIENCE.**
Either party may terminate this Contract for convenience by providing the other party sixty (60) days prior written notice.

5. **ALTERNATIVE TO REBATES.**
As provided in the Master Agreement, Office Depot is offering, and Customer has agreed to accept, lower prices on select items in lieu of anticipated rebate dollars. The selected item or set of items that receive lower prices will be determined upon mutual written agreement of Office Depot and Customer. The price for each of these items may change with thirty (30) days prior notice to Customer. The prices and assortment of these select items may be updated by Office Depot in writing to Customer, including email. Quarterly reviews will be conducted to evaluate Customer Spend (as defined in the Master Agreement) to ensure the "in lieu of rebate pricing savings" coincide with the Agency Annual Volume Rebate (as defined in the Master Agreement) that would have otherwise been earned if this alternative to rebates had not been agreed upon. Any overages in dollars that would have been earned under the Agency Annual Volume Rebate in excess of $200.00 will be paid to the Customer by check within ninety (90) days of the end of the calendar year. Any overages less than $200.00 will be forfeited.

IN WITNESS WHEREOF, Customer and Office Depot have executed this Contract on the Effective Date.

OFFICE DEPOT, INC.	**<PARTICIPATING AGENCY>**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

SAMPLE

Tab Three:

Performance Capability

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03

Office DEPOT®

OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 3: Performance Capability

b) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, National IPA Response for National Cooperative Contract and Exhibits F and G. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

Office Depot has included our detailed response to Appendix D, Exhibit A, National IPA Response for National Cooperative Contract (Region 4 ESC) and Exhibits F and G in Tab 7 as required.

Strong national presence

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Region 4 participating agencies at every step in the process…order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

Having one single operational platform/blueprint throughout the country affords participating agencies the following benefits:

- Consistent Operations/Service*:* Because every location in the Office Depot system uses the same WMS program, all warehouse and delivery operations are performed the same way across the country.
- Consistent Pricing: Because every Office Depot facility uses the same WMS program and AOPS order entry system, Region 4 ESC pricing remains consistent nationwide. Your participating agencies will share a single Custom Price List and pricing structure for all domestic locations.
- Consistent Reporting/Integrity: Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- Consistent products: Each of Office Depot's 26 distribution centers stocks similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Training and educating our National Sales Force

Recognizing the value of the National IPA / Region 4 ESC program for our current and potential customers, Office Depot partners to position and train our national sales force, especially those serving the public sector, in the benefits of the Region 4 ESC contracts. Our dedicated team of Cooperative Contract National Account Managers will be responsible for the implementation of the Region 4 ESC Contract. This dedicated team of seven (7) will work closely with our local sales representatives as well

as our inside sales representatives, ensuring all teams are properly trained to service customers participating in the Region 4 ESC office supplies program. Training includes webinars highlighting the details of the program and positioning the Region 4 ESC office supplies offering. Sales team training is a continuous process, commencing with the contract implementation and continuing through the term of the contract, including any renewals and extensions. All appropriate Sales Representatives are trained in ongoing sessions by dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary sales sheets and other promotional material appropriate for their customer base.

National Marketing Plan

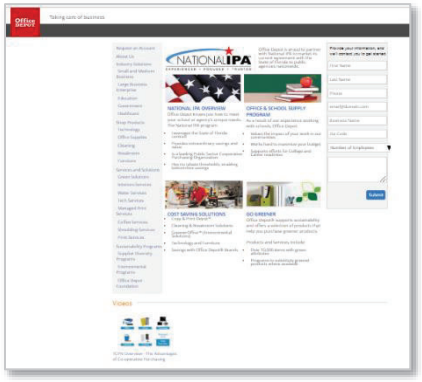
Leveraging our relationships with more than 20,000 public sector entities, Office Depot will leverage our existing customer case studies and best practices and demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters. Office Depot's national marketing plan includes a press release, social media announcements, direct mail campaigns, co-branded collateral materials, advertising the partnership in trade and industry publications nationwide, and participation in trade shows.

Office Depot's team approach to implementing and supporting a contract of this size and significance means we will align several groups within our organization to ensure the seamless execution and ongoing management of our Region 4 ESC / OMNIA Partners contract. This multi-disciplinary approach will include the following:

- Merchandising Team – goes to market focused specifically on the public sector
- Pricing Group – ensures items reflect contract pricing at all times
- Contract Compliance Team – ensures all bidding and pricing practices are in compliance and uphold the Region 4 ESC / OMNIA Partners / Office Depot partnership agreement
- Legal Team – provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff –committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- eCommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals

- Training Organization – provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Reporting– provide efficient reporting to meet the evolving needs of Region 4 ESC / National IPA.
- Customer Care Organization – understands the nuances of large contracts and works to provide participating agencies with top-notch customer care
- Delivery Network – provides dependable next-day delivery supported by industry-leading order tracking solutions
- Sales Organization – committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

Office Depot will continue to educate government and education agencies on the benefits and efficiencies of cooperative contract purchasing through the Region 4 ESC program. Specifically, we have deployed additional resources to support business development activities and new agency acquisition in the following areas:



- Field Sales Team – Mid to large agency acquisition
- Inside Sales Team – Small agency acquisition
- Emails, web banners, pre-login content, videos, sell sheets, weekly marketing updates, BSD communications

The three-prong Region 4 ESC strategy will focus on participating agencies of all sizes:

1. Customers:
   - Develop and evolve Region 4 ESC Participating Agencies' profile for targeting and sales deployment
   - Develop nurturing strategy, emphasizing Region 4 ESC optimization messaging through decision stages
   - Satisfy objectives and criteria of cross-functional decision makers (i.e., Finance, IT, Purchasing)
2. Products & Services:
   - Build a services innovation engine and transform current product-focused business culture
   - Drive growth opportunities through cross-sell of supplies, other products and services
3. Sales & Marketing:
   - Continue developing product category expertise throughout sales organization
   - Implement a comprehensive marketing strategy targeting new buyers within existing accounts

- Establish processes and tools enabling effective pipeline management and predictable revenue streams
- Become a brand name associated with Region 4 ESC within the target market

Office Depot has provided our proposed 90-day Marketing Plan in Tab 7 and our marketing launch process in Section xi.

National IPA tracking and reporting

Office Depot will provide customer-centric business reviews and reports for our customers. Our Business Review process is a high-level summary that ties together the statistical information we gather on our performance and service levels. We will provide National IPA-specific performance data by Region 4 ESC participating agencies, geographic location or business unit. Each business review completed will then be rolled up into a master review of for entire cooperative. This process of creating multiple reviews allows us to compare each of your participating agency locations against one another to find best practices, innovations, and ensure all locations are performing to minimum Region 4 ESC standards.

Our review will be customized to provide the specific format and metrics that Region 4 ESC would like to evaluate. The goal of these reviews is to provide you with more than "raw data." Our objective is to create documents that will show you in one page how we are doing in meeting your objectives in the following areas: achievement of your corporate goals, IT and systems interface performance, delivery, service-level, customer satisfaction, compliance and rogue spend, transition success and strategic development.

The Office Depot account management team will assist each Region 4 participating agency location by analyzing spending and usage data. This process helps you by providing a consistent regular customer focus to drive greater usage to their core product list, identify rogue spend outside their endorsed contract stationer, and analyze actual product usage.

Business Reviews include:

- Our customers' initial objectives
- Previous time period accomplishments and objectives for the next reporting period

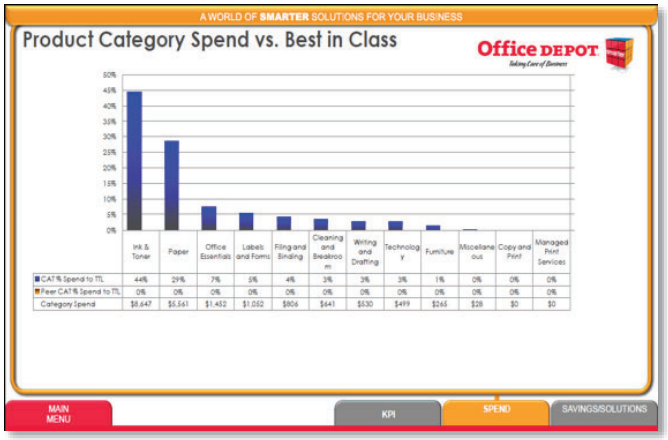
Sales Statistics:

- Purchases by product group
- Sales by location
- Average monthly sales
- Special categories

Performance Measurements:

- Customer Report Card
- Customer Quarterly Review

- Customer Evaluation Survey
- Office Depot's plan of action to ensure customer satisfaction



Independent Business Reviews:

- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys
- Store Exit Interviews

Key performance indicators

- Spend and average order analysis
- Fill rate and order accuracy

Purchasing trends and best-in-class comparison

- Net spend and product category spend
- Product category spend vs. peer group average
- Office Depot brand spend by product category
- Top product purchases
- Accounts receivable aging

Savings and solutions

- Diversity spend analysis
- Electronic orders and invoices
- Average order savings opportunities
- Office Depot GreenerOffice™ Dashboard

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, National IPA Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Office Depot has reviewed Appendix D, Exhibit B, National IPA Administration Agreement, and outlined our proposed exceptions on the Term and Conditions Acceptance Form in Tab 1 as required.

iii. Describe Offeror's ability and experience with E-Commerce and web-based procurement providers such as ESM, Jaggaer, Coupa, Workday, Lawson Oracle, SAP, Peoplesoft, and all others your company has successfully interfaced with. Describe electronic online catalog, Punch-Out Programs, purchasing authorization limits, storefront, etc.

Office Depot continues to lead in the B2B eCommerce space. We support enterprise sales by winning new business, retaining/growing existing customers, and providing the right tools and online experience at the right time.

Office Depot is consistently one of the largest Internet providers of business services and supplies, products and technology solutions worldwide. Our robust and award-winning web site has been recognized as one of the top web sites on the web for its features, user friendliness and high volume of activity. We are a founding member of the OBI (Open Buying on the Internet) and have the most advanced Internet ordering web site as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punchout solutions.

We have completed many integrations with customers using ReqLogic.

In addition, the following is a short list of companies/platforms which we've integrated:

ERP and Finance Systems:

- Banner
- Buy Efficient
- Financial Edge
- Great Plains
- Lawson
- Oracle
- Ormed
- PeopleSoft
- ReqLogic
- SAP
- Customers using IBM AS400 systems

We have also integrated with the following middleware providers who may also provide accounting/financial services.

- Aeroxchange
- Allison Royce & Associates
- Ariba
- Coupa
- DSSI
- eSchool Mall / Mercury Commerce
- Elcom
- Epylon
- ePS (eProcurement Services)
- Hubspan/Liasion Technologies

- Hubwoo
- IBX
- Infor (aka Datastream)
- JP Morgan/XIGN
- OB10 (Tungsten Network)
- Ops Technology(RealPage)
- eProcurement Services
- Periscope/NIGP Codes
- Perfect Commerce
- P2P Solutions
- Procurement Partners
- Puridiom
- UNSPSC.org
- Quadrem
- Skyward
- Unimarket
- Verian
- Workday
- Adelpo Captial
- Spend Management
- Jaggaer (SciQuest)

Electronic Catalogs

Internet based catalogs:

- Round-trip – xCBL
- Punch-out – cXML
- Open Catalog Interface (OCI) - OCI
- Oracle Direct – Transparent Punch-out

Static / Hosted Catalogs

As mentioned, Office Depot supports all types of delimited data-feeds, (i.e., txt, csv, pipe delimited). The below lists some of mainstream standard hosted catalog formats we support:

In addition, Office Depot will partner with our customers requiring a hosted catalog that is not part of this list. Our eContent Team will work closely with your technical team and share best practices to help you create a hosted catalog solution that suits your business needs.

Office Depot has supported online catalog access through Coupa via cXML a/k/a punchout. Office Depot also supports xcBL and OCI. Office Depot has implemented over 1,000 external interface relationship partnerships. These partnerships range from a simple Hosted catalog and EDI purchase order to a full XML solution including Direct catalog interface (Punch-out/Round-trip), purchase order, acknowledgment and billing. Lawson has the ability to produce electronic purchase orders in both EDI and XML format. The Lawson system supports both a Hosted Catalog and direct supplier catalog interface (Punch-out/Round-trip). Office Depot also supports both Hosted catalog and Direct web-catalog interface.

Hosted catalog content can be provided in Region 4 ESC custom format or Standard Lawson format. Office Depot supports various XML formats for direct catalog interface. We routinely implement cXML (Ariba format) xCBL (Commerce One/Perfect Commerce format) and numerous XML direct punch-out

strategies. Our routine tests of Direct Connect and purchase order submit with Lawson have been very successful.

We support a diversity between Punch-out format and purchase order submit; if Region 4 ESC Participating Agencies prefer to connect directly using XML format but would like to submit purchase orders in EDI format, Office Depot can easily accommodate.

Updates are instantaneous. Catalog information resides on an Office Depot web server, not on your desktop, so your system is not burdened by memory hogging downloads and updates. In addition, access to order information requires no special programming or additional help from MIS specialists.

Punchout

Office Depot has extensive experience with both punchout and customer-hosted catalogs. Office Depot has integrated punchout with more than 500 customers. We support CXML Punchout, OCI Roundtrip, and XML (Oracle) TapOut, as well as Transparent Punchout. Trust us to implement:

- Standard Punchout (one login and password for all of an organization's users), all users see all order history and shopping lists
- User-level Punchout (separate logins for each user, allowing for personalized shopping lists). Users also would view only their own orders on Order History
- Spend (demand) management functions such as the Top 50 items ordered list, default product search order, preferred (a/k/a Contract or Best Buy) items during search drill down, the ability to hide restricted items, and custom company information on email acknowledgements (e.g., the Office Depot account representative name and phone number displayed at the bottom of the email)

The advantages of punchout with Office Depot include: dynamic pricing, viewable real-time inventory, enhanced search functionality, access to all features and functions of the Office Depot B2B website, the ability to view icons for contract and restricted items, and the spend management capabilities described above.

Office Depot currently supports about 200 customer-hosted and third-party-hosted catalogs. Ariba, Workday ERP, Jaggaer, CIFs, Perfect Commerce PUPs and CUPS, and formats of most other third-parties are supported. We also support any flat file specification directly from customers. Hosted catalog formats are available as Excel or delimited files.

We can also:

- Supply an Excel file of all items and/or item changes via various electronic delivery formats
- Zip and email the catalog directly
- Supply images (via various electronic delivery formats) of items in .jpg or .bmp format

Our punchout capabilities include:

- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information
- Shopping Lists – create corporate wide 'best value' lists and personal items lists
- Real Time Inventory – make intelligent choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Advanced Search – narrow your results by product, category, description, use, price, and size
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders
- Live Online Chat – instant message our customer service for any questions regarding product recommendation, order status, or online web functionality

Purchasing Authorization

Our system offers an approval hierarchy capability – from a single approver up to 11 approval levels – that can be accomplished within an approval workflow set up and managed by the customer's authorized Administrator(s). Each approval level within a workflow can be directed to one approver or a group of approvers. If an end user tries to order something beyond his or her dollar limit, our system will automatically send an email to the person's approver or approver group for approval, and an additional email will be sent notifying the end user and approvers when the order has been approved on their approval level. A proxy approver feature allows workflow approvers who will be out of the office to designate someone else to approve in their behalf. Optionally, each workflow can be customized to bypass the approval process for orders that fall below a minimum dollar threshold, or for orders that contain only contract items. This automated approval process is implemented in the beginning stages of your account or can be added at any time.

Within the Office Depot system, each end-user has a unique identification number and password to ensure that only that person is authorized to access the Office Depot catalog. Each unique profile is tied to your specific cost centers, ship to locations, purchase levels and spending limits.

The Super User sets up a "User Profile" for each new user of the system. Each user is given "permissions" during the original implementation by the designated Super User.

At the bottom part of the screen, you will see a heading "User Settings and Permissions." Under each category, the user is given permission (or denied access) to each shopping decision.

For example, you will see drop-down menus following the words, "This user can…"

- Select Any, Use only Default or Select from Specified list of Ship To
- Select Any, Use only Default or Select from Specified list of PO Number
- Select Any, Use only Default or Select from Specified list of Release
- Select Any, Use only Default or Select from Specified list of Cost Center
- Place and Release Orders
- Query Any Placed Orders
- Modify Placed Orders
- Cannot purchase restricted items, etc.

This section is followed by "Dollar Limits" (Per Unit Price, Per Extended Line Item, Per Order). Participating Agencies can customize the permissions for a particular user using all of these criteria at the initial set up of the account.

iv. Describe how Offeror responds to emergency orders.

Office Depot is prepared to provide next-business-day delivery to over 95% of the U.S. Next-business-day delivery of your in-stock office supply orders operates through three elements, and Office Depot offers you better performance in each area: Inventory, Order Cut-off times, and Delivery Network.

Inventory: Office Depot stocks, on average, more than 15,000 SKUs in our Delivery Centers. In addition, we consistently achieve over a 98% line item fill rate company wide.

Order Cut-Off Times: Office Depot's standard delivery lead time is next business day for stocked items on orders received by Office Depot online or via phone by 5:00 p.m. on a business day. Orders outside of our next-business-day delivery zone are shipped by UPS and delivered within 2 business days.

Delivery Network: Office Depot's B2B Delivery Network allows us to maintain a local, regional, and national presence. We outsource our deliveries with contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

Office Depot fills and delivers more than 100,000 deliveries a day with an on-time delivery rate of 99% based on reconciled manifests. That accuracy is possible because we have a fully integrated warehousing system and operate our own coast-to-coast distribution and delivery network.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- Online website ordering, 5:00 PM local time
- EDI ordering, 6:00 PM local time

- Toll-free telephone ordering 5:00 PM local time
- Fax and email orders, 3:00 PM Eastern Time
- Mail orders, 3:00 PM Eastern Time
- Items may be purchased in an Office Depot or OfficeMax Retail Store at contract prices by your authorized buyers any time the store is open

Emergency Orders

Typically, Office Depot's turn-around time for emergency orders is 4 hours. Office Depot will offer same-day delivery within 30 miles of our stocking facilities direct-service markets at no additional charge if the emergency is due to our error. We can make same-day deliveries to these locations when we receive the order by 12:00 noon local time.

Courier charges will be added to the customer's account for emergency orders that are not due to an Office Depot service failure. Office Depot will not mark up the courier charges, only pass on any additional costs for same-day delivery.

v. What is Offeror's average Fill Rate?

- Order Fill Rate – The percentage of orders that were 100% filled on the first delivery schedule for the ship to location – 97.70%
- Line Fill Rate – The percentage of line items ordered that were 100% filled on the first delivery schedule for the ship to location – 99.22%

vi. What is Offeror's average on-time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

The closest calculation to an on-time delivery percentage would be our percentage for Orders Delivered Next Day. Although we track this performance result, we do not tabulate it like we do our fill rates. Each warehouse location has a percentage of orders delivered next day. Depending on their location, they may service more remote locations than other warehouses. Overall, as a company, our on-time delivery percentage could be estimated at 99% and has historically ranged in the 97-99% range.

On-Time Delivery – The percentage of deliveries that were made on the promised schedule for the ship-to location – 99.13%

vii. Describe Offeror's return and restocking policy.

Your complete satisfaction is our primary concern. At Office Depot, we want to be sure that every purchase is the right one for you. If you are dissatisfied with your purchase for any reason, you may

return most items in their original packaging within 30 days of purchase for a replacement or full refund. To place a return online, click on the Order Number under Order Tracking. Click on the Begin Return link on the Order Detail page to start the return process. For further assistance in processing your return online, or if the order does not have a Begin Return link, please contact the Technical Support Desk at 800.269.6888.

*Please Note: Only one return per punch-out order may be processed online. If an additional return is required, please contact Customer Care at 888.263.3423.

Exceptions:

- Furniture, Computers, and Business Machines with accessories in original packaging can be returned within 14 days after purchase for a full refund.
- Notebooks, PCs, and open software (with accessories in original packaging) can be exchanged for the same item within 14 days of purchase.

Special Order Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER.

viii. Describe Offeror's ability to meet service and warranty needs.

To the extent Customer requires Office Depot to provide warranties on products sold to Customer, Office Depot's warranties shall be limited to Office Depot-branded products. For all other products, Office Depot will pass through to Customer, to the extent permissible under applicable law, all manufacturer-supplied end-user warranties. Office Depot delivery service is discussed in Section iv.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Your designated Account Management Team will be your primary contact for all account related issues or concerns. In the event, you cannot reach your Account Manager, please contact our Customer Care Department. Once your contract has been awarded, a customer-specific plan will be provided with contacts and phone numbers.

More than 90% of the queries to our Customer Care Team are resolved during the initial contact. Unless there are extenuating circumstances, most remaining issues are resolved within a four-hour timeframe.

We offer several levels of problem resolution:

- Immediate resolution on the phone
- Standard research/resolution time within two hours

- Extended research/resolution time within four hours
- Complex circumstances involving one or more departments and/or locations with mutual Management involvement and/or approval may take several hours or days for final resolution.

Issue resolution and problem escalation will be managed through our formal Customer Resolution Form (CRF) process to ensure each issue is documented, tracked, and monitored until resolution. Office Depot's problem resolution CRF is a software system that tracks every issue not resolved on the first contact. This system ensures no problem goes unresolved. Every issue that can't be resolved on the initial phone call is identified as mission critical, urgent, or important and then escalated through the CRF process until resolved in our agreed-upon SLA terms.

x. Describe Offeror's invoicing process.

Office Depot can provide you a complete Individual Invoice and Consolidated Billing program on a local, regional, or national level. Multiple fields can be customized to accommodate the specific terminology of your order process. Your account can be implemented to require and/or validate specific account information at the time of placing your order. Various options available depending on whether the billing is in paper or electronic format.

Invoice Billing

An invoice is generated for each order placed by your end user. Your invoice can be sent either in daily, weekly, semi-monthly, or monthly intervals directly to the primary address or indirectly to the "Ship To" location(s). Also, any of the "Header Titles" that are listed under the optional information section can be renamed as necessary. This can be done by paper or electronic format.

Standard information on all invoices:

- Account Number
- Account Manager
- Order Number
- Order Date
- Ship Date

Optional information that can be added to the invoice:

- "Ship To" ID
- Department Name/Number
- PO Number
- Release Number
- Desk Top Location

Media Types Available for Invoice Billing:

- Paper
- EDI
- ePDF
- eXLS
- eTXT
- CSV
- FTP (File Transfer Protocol)

Consolidated Billing

A consolidated or summary bill is generated for all orders reconciled within a given time period. Your consolidated bill can be sent weekly, semi-monthly or in monthly intervals directly to the primary address or indirectly to the "Ship To" location(s) by paper or directly to the primary address electronically. Summary bills can be sorted, totaled or have page breaks with any of our header options. Also, any of the header titles can be renamed as necessary.

If you select consolidated/summary bill, you must agree to pay the invoice in full. If you have any disputes, you simply need to advise Customer Care or your Sales Rep, who will research and issue a credit memo for valid dispute(s), which will be reflected on the subsequent consolidated / summary invoice. You cannot short or partial pay consolidated / summary invoices.

- Annual spend must be $60K or greater, and electronic delivery is preferred.
- When you send payment, simply include the consolidated / summary invoice number on your remittance.

eBill EDGE

Office Depot has developed an entirely new Green billing system. With eBill EDGE Region 4 ESC Participating Agencies will now be able to receive their billing documents in PDF or XLS format as a file attachment sent via email.

The advantages of eBill EDGE for you as a customer are listed below.

- Bills will be received more quickly via email than postal mail, allowing more time for processing.
- Bills can be emailed to multiple recipients, eliminating the need to produce and distribute paper copies.
- Bills can be stored electronically, eliminating the need for bulky physical storage.
- You contribute to "green" initiatives by reducing your carbon footprint.
- You can opt to receive in an Excel format that can be directly uploaded to your accounts payable system.

Office Depot has various eBill formats from which to choose to best fit your needs.

PDF – We have three PDF formats to choose from:

1. PDF Invoice – Our most popular invoice format. Customers choosing this format can opt to sort the SKU items by cost center, ship to location, or purchase order.

2. PDF Consolidated with Detail – For those who wish to pay by consolidated bill, this format can sort and subtotal the invoices by cost center, ship to location, or purchase order.

3. PDF Consolidated with NO Detail – For those who wish to pay by consolidated bill and do not need to see line item detail. Offers the same sorting and subtotaling options in a summarized view.

XLS – We offer several Excel formats as well:

1. Excel with Detail and Logo – All order detail presented in a spreadsheet format with key data summarized at the top of the sheet. Sorting and subtotaling options are available.

2. Excel with Detail and NO Logo – Ideal for those looking for a file that is easily uploaded to their payables system. Can also be sent without column headings for a "data only" file.

3. Excel with NO Detail with Logo – Perfect for customers requiring an Excel format without item detail. Sorting and subtotaling options are available as is the ability to exclude summarized data and/or headings at the top of the sheet.

Signing up for eBill EDGE

If you would still like your current paper bill format and would like it sent via email, then either you or your Account Representative can send an email to billingsetup@officedepot.com with your Name, Contact Information (email and phone number), and Account Number. Ideally, a departmental mailbox like accounts.payable@mycompany.com should be used.

If you would like to change your bill format, please review the sample formats, select the one you prefer, and have your Account Representative send an email to billingsetup@officedepot.com with the necessary information.

Electronic Data Interchange (EDI)

EDI technology has been used since 1989 by Office Depot customers to speed purchasing, invoicing and banking. Typically, EDI systems employed by our customers are often linked directly to corporate accounting systems. EDI users have the option to create their order in an interactive mode using the search and browse capabilities of the Office Depot Internet catalog. After you create the order, it is routed back to your EDI system. There it is converted to the universally accessible ANSI x .12 format before being sent through the standard EDI processing.

E-Procurement Integration

Office Depot processes well over 100,000 orders per week via third-party e-procurement platforms. We can integrate through EDI or XML for a dynamic punchout experience. We are one of the largest suppliers on the Ariba network and the Perfect Commerce platform. We have agreements with all of the major players in the third-party e-procurement market, including Ariba, PeopleSoft, Jaggaer, Oracle, Data Stream, SAP, and more.

Store Purchasing Card (SPC)

We have nearly 1,400 Office Depot OfficeMax retail stores nationwide. Our national retail program allows our customers to shop at any of our retail locations for emergency, after hours and weekend purchases. Our Store Purchasing Card (SPC) is distributed to authorized users permitting them to make retail purchases in an Office Depot/OfficeMax retail store while receiving your negotiated contract pricing. Functionality within our network has been developed to provide multiple payment options including: Account Billing Only, Both Account Billing and Other Payment (cash, check or credit card) and Cash, Check, or Credit Card.

Procurement Cards (P-Cards)

Office Depot accepts credit card payments by Visa, MasterCard, or American Express. All Office Depot purchases can be paid with this card, whether by phone, fax, Internet or in-store shopping, including Copy & Print projects. We offer Level II and up to Level III data for procurement card purchases. The details of the Level III data reporting are worked out between our customers and their respective banks. This includes such information as – SKU number, quantity detail, purchase order number, department number, or other specified fields of information.

The customer is required to register each P-Card in order to be offered this service. The registration of P-Cards is done in bulk during contract implementation or on an individual basis when needed and does require an overnight system roll-up process, which means there is a one day wait required from registration before the initial use in a Retail Store.

xi. Describe Offeror's contract implementation/customer transition plan.

Office Depot will provide Region 4 ESC Participating Agenciesa dedicated and experienced global implementation team to larger customers needing special account set-ups to ensure your new office supply contract is professionally and seamlessly implemented accurately and on time. Each member of our team will have specific responsibilities and progress milestones that will be identified and communicated to exceed implementation expectations.

Implementation Team Roles and Responsibilities:

- Introduce key stakeholders
- Review account performance requirements
- Identify required account set up information to be provided to the implementation team

- Review invoice and reporting requirements
- Review delivery requirements
- Review approval work flows

Implementation Project Plan and Checklist

Implementation Project Plan

The plan establishes a jointly agreed set of activities and timetable between Region 4 ESC Participating Agencies and Office Depot for all significant events, from awarding the contract to starting of full-scale service delivery. The plan will enable us to:

- Set project scope and requirements
- Agree on short, medium and long-term objectives and schedule reviews
- Outline roles and responsibilities for each activity
- Establish dependencies between key activities
- Control processes for monitoring and reporting progress
- Outline contract criteria between both parties
- Confirm ordering methodologies and eBusiness strategies

Implementation Checklist

The checklist details all operational aspects of the contract, facilitating communication between all parties. It will provide a key method of monitoring progress against agreed objectives, which include:

- Outlining local account structure
- Collating data
- Planning customer site visits and onsite training requirements
- Tracking logistics and warehousing requirements
- Specifying local service-level agreements

Transition from Existing Supplier

Developing a thorough understanding of your contract is fundamental to a successful transition. Your implementation manager is responsible for working with the internal Office Depot teams, including key account managers, customer care and contract support teams, to effectively communicate contract objectives and ensure that each party meets their related responsibilities.

Communication Needs

Clear communication is vital to the successful transition of suppliers and the smooth implementation of your new contract. This includes:

- A list of stakeholders and their information requirements
- Reports, emails, and newsletters
- Key pieces of information related to the contract

Relationship with Incumbent Suppliers

The transfer phase is critical to successfully launching your new contract. Therefore, we place a high priority on establishing effective communication with incumbent suppliers.

Together, we will:

- Define the contract transfer strategy
- Agree to account enhancement and additional solutions
- Establish transfer dates

Program Launch and Marketing

As explained earlier in Section i. of this tab, to maximize contract compliance and value, Office Depot will provide a detailed program launch designed to make your end users aware of our new partnership. We will launch our program with a series of marketing activities including:

- Office Depot Welcome Letter introducing the benefits of the contract
- Schedule of live training
- Easy-to-understand online user guide
- Introduce Web Site Tutorials

Road Shows: We will hold training sessions at principal locations to be covered by the new contract. These sessions should be attended by members of the local team, including the implementation manager and global sales manager. Sessions will provide an opportunity to outline the benefits of the contract, highlight the savings and the industry-related environmental initiatives and improvements.

User Guides: We will agree to the format and distribution methods of user guides designed to communicate account details, order methods, return procedures, frequently asked questions, and service support team contacts. These guides will be available to end users during and after contract implementation.

Store Purchasing Card: The Store Purchasing Card enables your organization to take advantage of negotiated contract pricing at any of our 1,400 North American retail locations.

End-User Training

Our approach to end-user training and contract awareness incorporates a number of initiatives which include:

Onsite Training: We will schedule training at key locations to brief end users on how to buy office supplies with Office Depot ePurchasing tools.

Website User Guides: These comprehensive guides will be made available online in Adobe Acrobat PDF format.

Ongoing Support: Our eBusiness help desks and local customer care teams will be available to all your end users.

Website Tutorials: We will provide end users with simple-to-use online tutorials to assist them with ordering procedures.

Web Conferencing: Our eBusiness teams can establish a net conferencing training service for remote locations as needed.

xii. Describe the financial condition of Offeror.

Office Depot is one of the largest office products distributors in the world. On November 5, 2013, Office Depot and OfficeMax completed their merger of equals. By combining both companies, Office Depot, Inc., is a stronger, more efficient global provider of products, services and solutions, fully committed to setting a new standard for serving the workplace and home needs of today and tomorrow through innovation and exceptional customer experience. The company has combined annual sales of approximately $10.2 billion.

Office Depot is a financially strong organization with the balance sheet to prove it. The Company stock trades publicly on the NASDAQ (ODP). We maintain the highest standards in our financial reporting with a very strong financial team that is fully engaged and dedicated to the highest standards of financial responsibility. In addition, Deloitte & Touche has audited Office Depot's balance sheets, thus ensuring our financial integrity and position in the marketplace.

Region 4 ESC Participating Agencies can assess Office Depot's financial standing in the marketplace with the following details:

- Office Depot's Federal Tax Identification number: 59-2663954
- Dun & Bradstreet number: 15-353-1108

Additional financial ratings, ratios, and corporate information are available to the public. Copies of our SEC Filings and Annual Reports can be accessed through the following link:

http://investor.officedepot.com/phoenix.zhtml?c=94746&p=irol-irhome

See Tab 7, Attachment 7.1, for attached Dun & Bradstreet Report.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Office Depot offers a demonstration login. The information is as follows:

- Type in: https://business.officedepot.com
- LoginName: bid production
- Password: production
- Click: Login

Please note: The prices shown under this website do not reflect the prices offered in the proposal.

Online Ordering Capabilities and Functionality

Office Depot offers a fully integrated, real-time, business-to-business website. The B2B site is an award-winning, OBI-compliant (Open Buying on the Internet), robust web site for use by our contract customers in a highly controlled, secure e-commerce environment. The site is owned, managed, and maintained by Office Depot. Independent sources have repeatedly rated Office Depot's site highest among all Internet retailers in the country.

The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. The popularity of the site is evidence of its consumer acceptance. Today's competitive business climate requires efficient, lean operations by doing more with less. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our World Class Electronic Commerce Solutions.

As an eCommerce pioneer, Office Depot has connected more than 325,500 mid to large corporations with over 1,388,000 users. Seventy-five percent (75%) of our contract business comes via the internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only easy for Region 4 ESC participating agencies but for their users, too.

Our Electronic Commerce Leadership and Experience

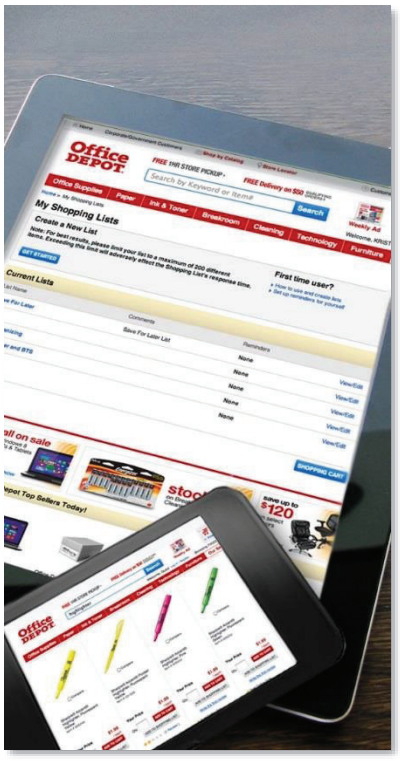
Our robust and award-winning website has been recognized as one of the Top 5 web sites on the Net for its features, user friendliness, and high volume of activity. We are a founding member of the OBI, and have the most advanced Internet ordering web site, as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punch-out solutions. Our contract customer web site offers the following advantages:

Excellent Management Tools:

- Online Reporting – no need to ask for reports when they are at your fingertips. 12 months of downloadable and exportable order history (cost center, ship-to, user, item SKU, etc.)
- Bulletin Board – to communicate program information and post your logo

- Billing Information – POD verification, reprints of invoices or packing slips
- Set Spending Limits – create hierarchy restrictions, approvals, workflow process levels
- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Email Approval Release – online email approval release (HTML)
- Price Verification – see your contract prices on all items
- Real-time credit card authorization
- Administrator User – approved management 'super users' have the ability to change personal profiles, ship-to's, restrictions, approvals, etc.
- Create Profiles – define parameters/capabilities for each user as well as all their information
- Group Login Identities – optional single login for cost centers, locations, departments, etc.
- GPS Order Status – know exactly where your packages are from the time you 'click' your order to when the packages arrive at your desk, including electronic signature capture
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information

Easy to Use:



- Shopping Lists – create Corporate wide 'best value' lists and Personal items lists
- Real Time Inventory – make intelligent choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Order Reminders – schedule reoccurring or one-time reminders
- Future Orders – flexible delivery dates, or build your shopping cart for later orders
- Advanced Search – narrow your results by product, category, description, use, price, size, etc.
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders

- Live Online Chat – instant message our customer care for any questions you may have on a product recommendation, order status, or online web functionality

Many Categories – Huge Selection:

- 30K items – available next business day
- Print on Demand – download your customized jobs directly on the same site and have them delivered with your supplies
- Technology Products – we offer over 300,000 products from more than 500 manufacturers
- Furniture – we stock over 1,000 furniture items in our warehouses
- Janitorial and Breakroom – hundreds of the most common items you need
- Promotional Items – put your logo/brand or special event information on just about anything
- Brand Identity – download and create your own stationery, or pull from your private warehoused items we have already created

Much like our e-commerce and web-based procurement capabilities and functionality, we offer the same features for our own website, including authorization, approval routing, and restrictions.

User Profiles

We will establish a unique User Profile for every user you authorize to utilize the B2B site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions.

Super User Account Management Capabilities: This option allows pre-appointed Region 4 ESC Super Users to control Account Management details such as:

- Activating or disabling passwords for internal users
- Controlling/monitoring Blanket POs usage
- Adding and deleting Ship-To's
- Managing Cost Centers/Departments
- Updating User profiles
- Editing or removing users
- Placing orders for otherwise restricted items (due to product type or dollar limit)
- Creating multi-tiered approval workflow templates for each user
- Formatting and running usage reports
- View online Proof of Deliveries (includes name, date, and time received)

Super User Authorized User Management: Key permissions are controllable on a user-by-user basis:

- Password
- Ability to Create Only or Place Orders
- Unit Price Dollar Limit
- Line Item Dollar Limit

- Order Total Dollar Limit
- Ability to Override Restrictions
- Management Notification/Approval Requirements (i.e., Single or multi-tiered approval process)
- Eligible and Default Ship-to's
- Eligible and Default Department Number
- Eligible and Default Purchase Oder (if necessary)
- Eligible and Default Release (if necessary)
- Payment Method (i.e., specific charge card number)
- History Viewing Capabilities
- Usage Report Viewing Capabilities

In addition to the above listed features and benefits of our online system, the following features may benefit Region 4 ESC participating agencies.

Smart Cart Feature: Online shopping tool to help end-users compare items, save money, and go green. Three different Smart Cart tools can be activated at any time as a cost-saving feature:

- Smart Value Cart will remind end users of available core list items during the shopping process. Example: An end-user places a package of self-stick notes in their cart that is not part of the core list. If there is a comparable package of self-stick notes (e.g., standard yellow vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up alternative showing the item and the potential savings by changing the selected item to the core item.
- Private Brand Cart, like the *Best Value Smart Cart*, will make lower cost alternative suggestions during the shopping process; however, the key element recommends private brand, lower cost alternatives. Example: An end user places the national brand Post-It sticky notes in their cart. If there is a comparable item in a private brand with a lower cost, then the alternative will be suggested.
- Green Cart works in a similar fashion as the other Smart Carts, but may suggest items that have a higher initial cost. Example: An end user selects a 12 pack of AA batteries. The smart cart may suggest a package of rechargeable AA batteries. The rechargeable batteries may have a higher initial cost; however, due to the ability to recharge and reuse the batteries, overall cost per use goes down over the life of the battery.

Region 4 ESC participating agencies may select to have only one or any combination of all three Smart Carts loaded to its account based upon business needs. The Smart Cart tools allow end users to make better purchasing decisions to meet their business needs.

Online Smart-Dashboard: This highly innovative self-service tool:

- Allows real-time access to important account information
- Displays year-to-date and monthly spend analysis by ship-to, cost center, and user

- Identifies opportunities to utilize additional Office Depot services that can result in cost savings
- Features real-time video overview of account activity and data export capability

The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.

xiv. Describe the Offeror's safety record.

The table below shows Office Depot incident rate for 2015, 2016 and 2017.

Year	Avg. # of Employees	Hours Worked	Number of Recordable Cases	Incident Rate	OSHA Recordable Rate for your Industry	Number of Fatalities
2015		39,474,362	782	3.9	3.4	0
2016		48,132,307	773	3.2	3.4	0
2017		45,331,118	726	3.2	3.4	0

The table below shows Office Depot Lost Work Case incident rate for 2015, 2016 and 2017.

Year	Avg. # of Employees	Hours Worked	Number of Recordable Cases	Incident Rate	OSHA Recordable Rate for your Industry	Number of Fatalities
2015		39,474,362	214	1.1	3.4	0
2016		48,132,307	206	1.0	3.4	0
2017		45,331,118	193	1.0	3.4	0

Office Depot is committed to providing a safe environment in which our associates work and our customer's shop. We continue to enhance our associates' skills, ensuring safe work practices through effective associate education, training, communication, and supervision. Safety is an underlying value that we actively promote and practice every business day. Office Depot's Safety and Health program relies on each associate's active involvement to achieve our safety expectations.

The Office Depot safety program is led by our Senior Director of LP Systems Technology, Investigations and Safety & Supply Chain Safety Consultant, and Retail Safety Consultant who oversee safety

processes for their respective businesses. Additionally, 45 Field Loss Prevention & Safety Managers help drive field safety leadership to both our retail and supply chain locations.

Safety training for all new associates during their orientation, in order to inform them of safe work practices, including but not limited to proper procedures when operating machinery, forklifts, and expected behaviors.

Required program maintenance and annual safety training for all associates, which includes lockout-tagout, powered industrial trucks, conveyor and dock safety, incident management, hazard communication, and behavioral safety.

Coordination of safety committees, documenting and investigating all incidents, maintaining continuous safety awareness training programs, and sharing and implementing best practices.

Performance metrics are integrated into leadership goals and compensation bonus structures. Monthly performance metrics are distributed to field and onsite leadership teams, as well as reviewed with executive management.

xv. Describe Offeror's reporting capabilities. Provide samples of reports available and if there are any fees associated with the reports.

One of the most powerful tools Office Depot offers is extensive usage and tracking reports for everything you purchase from Office Depot. This information will be customized to your overall program for the entire account, covering all products and orders for each line of business you purchase from Office Depot. Office Depot and Region 4 ESC Participating Agencies will set up a customer-centric business review, which will include a rolled-up summary report for corporate purchasing summarizing local activities, performance, and compliance within the corporate program. We will assist you with analyzing spend and usage data as well as monitoring performance. This will allow you to drive greater usage to your core list, identify rogue spending outside preferred contract stationer, and see actual product usage.

Office Depot can easily accommodate your reporting needs. Historically and currently, there is no additional charge for these reports, which can be sorted in up to nine levels using a combination of any of these fields:

- Customer Number
- Customer Product Code
- Customer Department Number
- Office Depot Product Code
- Office Depot Catalog vs. Non-catalog products
- Contract vs. Non-Contract Products
- End-User Name of Desktop Location

- Office Depot Merchandise Department
- Parent Number if usage is rolled up by groups
- Ship to or Location Number
- Ship to by City, State, or Zip
- Office Depot Product Categories
- Purchase Order Number
- Product Description
- Contact Name
- Order Source
- Customer Size

Performance Measurements-Scorecard

Office Depot Business Solutions Division

December-18	
Description	**YTD**
Total Number of Orders	1,010
Total Number of Order Lines	4,388
Percent of Orders Delivered Next Day	99.80%
Percent of Lines Filled	99.75%
Average Amount Per Order	$178.12
Total Number of Backorder Lines	3
Average Number of Days/BO Line	3.4
Total Amount Purchased	$179,899.26
Total Amount Stocked Inventory	$177,800.26
Total Amount Special Orders	$2,099.00
Total Amount Credit	$172.43
Total Number of Lines Credited	3
Total Number of Customer Return Lines	3
Total Number of Misfills By Line	1
Total Number of Damaged Items By Line	2

Formats and reports available include, but are not limited, to the following options:

Usage Reporting

- Item and dollar usage
- Descending dollar usage
- Descending times item sold
- Descending quantity usage
- Contract vs. Non-Contract
- Customer department number
- Desktop location or end-user name
- Ship-to or location number

Cost Savings Opportunity Reporting

- Customer product code
- Office Depot product code
- Office Depot merchandise department
- Office Depot product category
- Product description

Order Method Reporting

- Internet
- Fax
- Phone
- Store Purchasing Card
- Procurement Card

Distribution Cost Reporting (Average order size)

- Customer number
- Ship-to or location number

Product Reporting

- Minority products
- Recycled products
- Manufacturer name

- Product description
- Unit of measure
- Quantity sold for period
- Dollar amount sold for period

Online Reporting

Online reporting is available on our business solutions website at any time and is simple to use. Only general account and order information is available through the Internet for a period of 12 months. Our system provides the ability to:

- Manage visibility to information based on your user roles
- Create, analyze, and print usage reporting
- Sort the history of the purchases by product type, PO, and ship-to location
- Manage and control your spending on office supplies

During the implementation phase, the Super User will designate those Region 4 ESC Participating Agencies end-users who will have access to view your online reports. We can also send you your reports electronically via email within 48-72 hours of your request. The general format is in Excel, but Region 4 ESC Participating Agencies can be set up to receive CSV files automatically by email. As an endorsed vendor, Office Depot will identify the reports required and their formats. They can be sent on a prescheduled basis or by request. You are not limited to the formats and can request customized reports at any time.

Online Reporting Dashboard

This innovative self-service tool is an effective business solution:

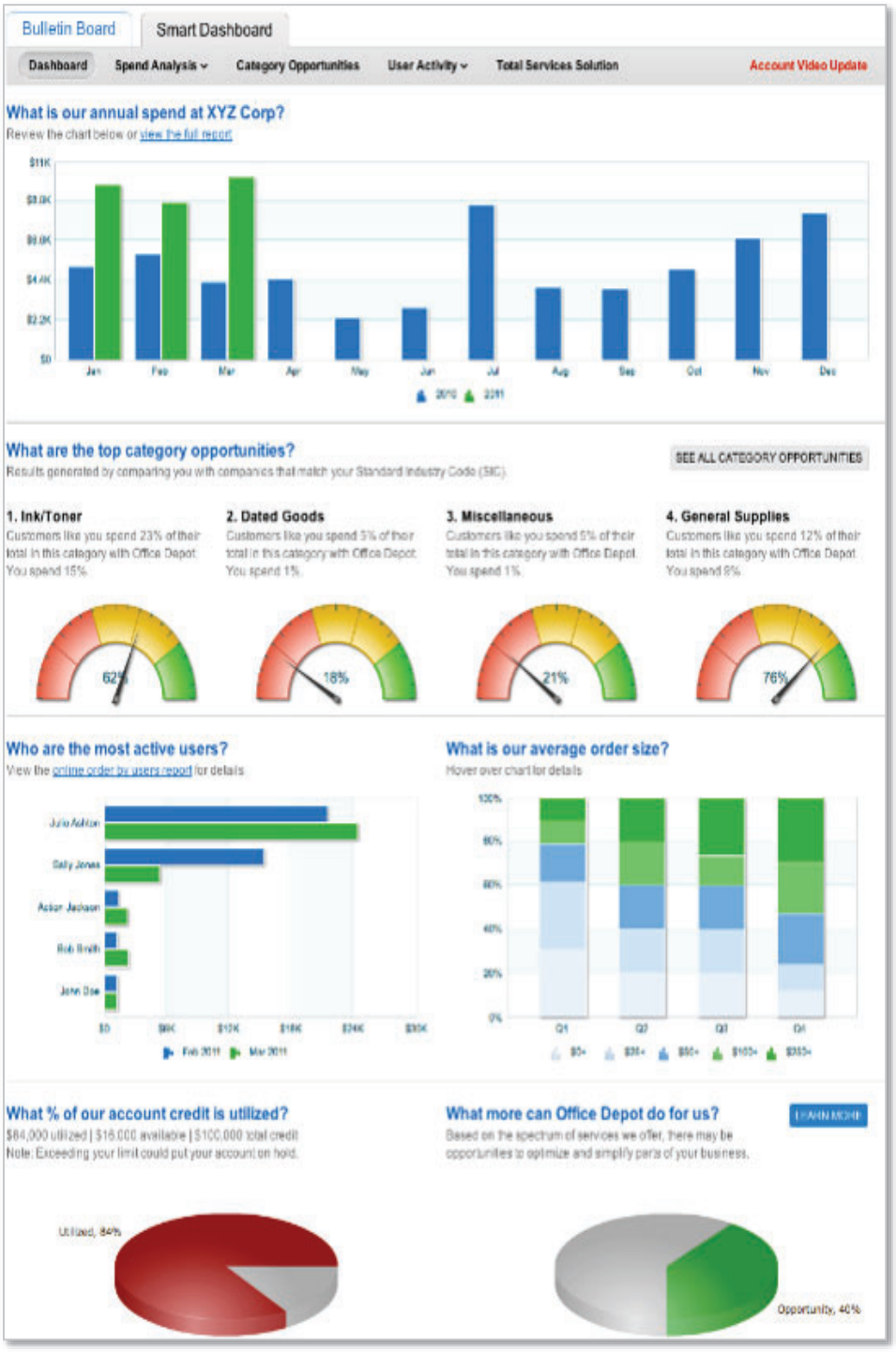
- Shows your spending patterns with at-a-glance charts and graphs
- Helps identify your savings and office supply benchmarks
- Provides insights to online user activity and behavior

This dashboard has it all. Everything we've built into Office Depot's dashboard will make it simpler for you to manage your bottom line.

- Annual spend
- Spend by category and user
- Snapshot of user activity
- Average Order Value (AOV) overview
- A synopsis of Office Depot services, including: Copy & Print Depot™, Managed Print Services, eBilling, Store Purchasing Card, and Technology products
- Data refreshed monthly

Screenshots are provided below. Sample reports are attached in Attachment 3.1.

Online Dashboard



xvi. Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

Green Products

All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. We have a dedicated section on the website for information, resources, and solutions that will guide you toward making environmentally-smart decisions. Products classified as green possess, and are labeled with, at least one of the following environmental attributes:

Save Resources/Avoid Waste

Recycled – contains post-consumer and/or post-industrial recycled materials

Remanufactured – made from quality components of previously used products

Recycling Solutions – designed to make recycling simple and convenient

Designed for Recyclability – easily disassembled by you after use

Helps Avoid Waste – reduces or eliminates material waste and/or chemical use

Leadership Forestry – made with fiber from Forest Stewardship Council (FSC) certified forests or sourcing programs

Responsible Agriculture – source from farms that meet specific leadership standards

Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

Compostable – made from materials that can quickly break down into organic matter (within commercial composting facilities)

Refills/Refillables – designed for continued use, helping avoid single-use disposables

Reusables and Avoid Disposables – designed to be used repeatedly, helping avoid single-use disposables

Rechargeable and Avoid Disposable – designed to be used repeatedly, helping avoid single-use disposables

Save Energy – Avoid Emissions

Energy Efficient/Helps Conserve Energy – designed to use less energy used by other products

Renewably Powered – designed to work without relying on an electric connection or disposable batteries

Made with Renewable Energy – manufactured using either solar, wind, geothermal or fuel cell energy

Carbon-Balanced – all or part of the carbon dioxide emissions have been calculated and offset with credible carbon offsets

Use Safer Chemicals/Avoid Exposure

Reduced Harsh Chemicals – made with fewer harsh chemicals, or safer chemicals than typical alternatives

Chlorine Free – unbleached or bleached with Process Chlorine Free (PCF) or Total Chlorine Free (TCF) methods

Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

Biodegradable in Water – safely breaks down in freshwater or marine environments after use

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

Summary of Green Programs

Greener Purchasing Solutions:

- Office Depot GreenerOffice Rating – an industry first green rating system
- Green Book – an industry first, first published in 2003, an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 econscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices

- Green Select Cart – a web-based "Green Smart Cart" that helps end-users identify greener alternatives at the point of purchase
- Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Greener Operations:

- GreenerOffice Delivery Service – an innovative and industry first, reusable tote and bag delivery program
- Recycling solutions – take back and fee-based recycling options for products
- Reusable promotional products
- Energy-saving power strips
- Water filtering solution
- Minimum Order Value Incentives

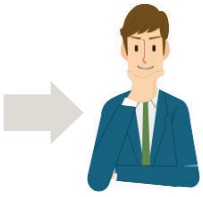
Green Reporting, Reviews & Communication:

- Green Business Review – Our Green Business Review (GBR) shows purchasing baseline so we can discuss options for improvement
- LEED Credit Report – We support buildings pursuing LEED for Existing Buildings (EB) with pre- and post-performance period LEED EB Credit Reports
- Custom Green Spend Reports – Personalized reports uniquely suited for each customer's need
- Paper calculator – We can help you understand the environmental footprint of your paper choices

Detail of Selected Programs

- Green Product Assortment: Office Depot was the first in our industry to introduce a "green" catalog called "The Green Book™" in 2003, which has been published every year since. Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.
- Green Reporting: You can't manage what you don't measure; hence the importance of green spend reports and tracking for our customers. We help customers evaluate their green spend at a glance with our Green Business Reviews (GBRs). This report shows your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.

- TreeUp Program: Office Depot has teamed up with the Arbor Day Foundation to offer TreeUp — a simple program designed to help your organization reduce its impact on the environment and meet sustainability goals. Here's how it works:



1. We use a custom paper calculator to estimate the amount of wood used and carbon emissions created by your paper purchase.
2. You choose how you want to offset your environmental impact, through either planting trees or offsetting carbon.
3. The Arbor Day Foundation will either plant trees for $1 per tree or offset carbon at a rate of $7 per ton.
4. We provide you with an invoice from the Arbor Day Foundation for the trees planted or tons of carbon offset.

5. You will also receive a certificate highlighting your impact on our planet through tree planting and carbon offsets.

It's a straightforward approach to more sustainable paper purchasing. Talk to your Office Depot representative about planting trees and offsetting carbon through TreeUp today.

Sustainability Report

Office Depot has published a report since 2003 detailing our Environmental and Social Sustainability Programs and metrics. The 2018 version is viewable on our website at Office Depot 2018 Sustainability Report.

(URL: https://www.officedepot.com/fm/files/od/tiles/2018/week_26/sustainability_report_web.pdf?cm_sp=marketing-_-sustainabilityreport_viewreport_-_-help_sustainability-report_main_4_0_0)

xvii. Describe Offeror's social diversity initiatives. Include participating agencies ability to receive Tier 1 and Tier 2 credit utilizing the Master Agreement.

Office Depot does not hold any historically underutilized business certifications; however, we offer the availability of our partnerships with numerous regionally located historically underutilized businesses certified by recognized agencies as applicable to each in all categories. These partnerships are Tier 1

diversity relationships and the participating public agency may choose which, if any, they wish to include in their relationship with Office Depot to meet their specific Diversity Goals.

Office Depot is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

The goals of Office Depot's Supplier Diversity Program are to:

- Form strong partnerships with diverse suppliers.
- Pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.
- Ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.
- Affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA) as well as other organizations that share our goal of making a positive impact on economic development through supplier diversity.
- Effectively highlight the products of diverse suppliers in our national full line catalog.
- Empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

Office Depot is proud to offer the most comprehensive Supplier Diversity model of its kind. To give diverse suppliers the best opportunities to grow and prosper, we actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.

Our Supplier Diversity team includes:

- Darryl Thomas, Director, Supplier Diversity
- Michael Barbee, Diversity Accounts Manager responsible for Tier I
- Alexandra Most, Principal Consultant Supplier Diversity Operation
- Tira Mann, Consultant, Supplier Diversity Strategy Operations
- Suzanne Lynch, Consultant, Supplier Diversity Strategy Operations
- Carmen Deale, Program Manager, Supplier Diversity Merchandising Tier II

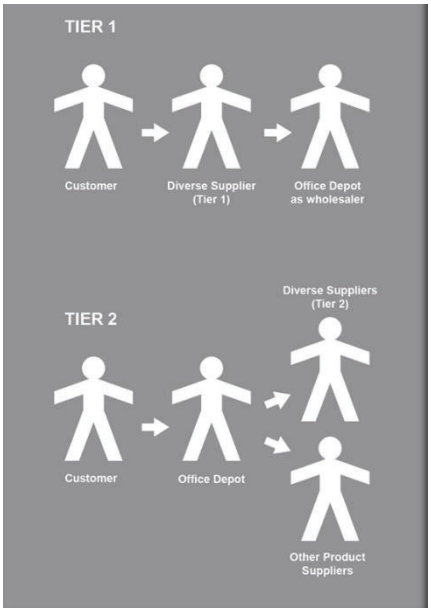
Region 4 ESC participating agencies will have the ability to receive Tier 1 and Tier 2 credit utilizing the Master Agreement. Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

- Enhance capabilities of diverse suppliers
- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products
- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

Vendor Diversity (Tier II)

The Office Depot Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

To support our commitment, the Office Depot vendor development process is organized into five key strategies. They include:



- Seeking out diverse suppliers through vendor fairs and tradeshows
- Offering diverse suppliers an equal opportunity in the vendor selection process
- Forming partnerships with diverse businesses and HUB member organizations including the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA), and National Gay' & Lesbian Chamber of Commerce (NGLCC)
- Marketing diverse suppliers to provide them with national exposure through Office Depot's national catalogs, including our Diverse Supplier catalog, www.officedepot.com, business.officedepot.com, and various diversity magazines that focus on the business of diversity
- Empowering diverse suppliers by raising their capabilities and making them the best source from which to buy

The Office Depot Vendor Development team has officially been in place since December of 1999 and in that time has generated over $3.5 billion in sales.

Supplier Diversity

The Office Depot Supplier Diversity team works to provide opportunities for qualified, competitive small businesses, and women- and minority-owned businesses. Examples of the team's achievements:

The Office Depot procurement team has participated with the NMSDC and WBENC in several capacities in the pursuit of advancing the supplier diversity initiative at Office Depot and within other corporations, including sitting on the Board of Directors of various local councils.

Diverse supplier sales in recent years have been:

2017:

- Tier 1 Sales for 2017 = $170,819,000
- Total Tier II Sales for 2017 = $284,000,000

2016:

- Tier I Sales for 2016 = $220,000,000
- Total Tier II Sales for 2016 = $312,228,158

2015:

- Tier I Sales for 2015 = $266 million
- Total Tier II Sales for 2015 = $ 217 million

Tier I Reseller Program

The goal of the Office Depot Tier I Reseller program is committed to providing the following to interested customers. Office Depot is committed to:

- Developing an alternative growth vehicle that increases market share by providing:
  - Choice – The reseller network has many certifications available to customers to help them meet their diversity corporate goals.
  - Collaboration – The Office Depot Sales team, diversity reseller, and the customer work together and develop a program which meets everyone's goals.
  - Innovation – The diversity reseller uses a consultative approach to provide best practices, technology, and develops new solutions to support a customer's needs.
- Strengthening our position within minority, women, and small business segments
- Initiating job creation, economic, and business development in markets served
- Facilitating establishment of new minority- and women-owned businesses

A prominent feature that sets the Office Depot Tier I program apart from our competitors is the mentor-protégé support we provide our partners. This benefit allows for training and development of our Tier I partners, leading to their long-term growth and economic viability.

We combine world-class e-commerce, distribution, and product assortment capabilities to give Tier I partners a superior position in the marketplace and maximum opportunity for profitable growth. Office Depot provides product, order fulfillment, and a shared services package (customer service, sales and marketing support, etc.) that benefits our Tier I partners with:

- Brand association
- Purchasing power
- Efficient supply chain
- Marketing expertise
- Training expertise
- E-commerce platform
- Mentor-protégé support
- Customer Benefits

Our Tier I Reseller Program provides customers with a legitimate and viable solution to their supplier diversity needs. Tier I customers benefit from:

- Broader product assortment
- Easier order entry options
- Enhanced distribution capabilities
- Enhanced customer service
- MWDVE purchasing credit

xviii. Provide any additional information relevant to this section.

The Office Depot® difference.

Your trusted advisor – Providing business solutions is all we do – it's not simply a part of what we do.

Accessible anytime, anywhere – We offer world-class support from real humans. Be face-to-face with us. Chat with us. Text with us.

Quality control – While some mass online competitors deal directly with 3rd-party vendors, we deal directly with our vendors so you know our products can be trusted.

Multi-channel services – Shop at any of our stores, or order online and pick up in store within an hour.* Why wait two days when you can get it now?

Pricing model – We offer incredible value with structured pricing you can rely on and build business plans around.

Supply chain success – We deliver to 97% of the US population next business day, including Alaska, Hawaii and Puerto Rico. Plus, you can conveniently pick up your order at any of our 1,300+ stores.

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BUSINESS REVIEW REPORT

Office DEPOT

CUSTOMER NUMBER: 123456789
CUSTOMER NAME: ABC CORP
REVIEW PERIOD: JAN 01, 2018 - OCT 31, 2018

ORDER SOURCE

	TOTAL SPEND	TOTAL # OF ORDERS	AVERAGE ORDER SIZE	AVG ORDER BELOW $50
TOTAL SPEND	$327,438	2,403	$136.26	$22.98
	TOTAL SPEND	TOTAL # OF ORDERS	% OF TOTAL ORDERS	# of ORDERS BELOW $50
ECOMMERCE	$298,651	2,162	89.97%	952
TELEPHONE/FAX	$1,987	65	2.70%	Save $11,043 by consolidating your orders below $50 by 20%.
STORE PURCH	$23,370	174	7.24%	
NONCODE	$3,430	2	0.08%	

*Order count includes split orders

STATISTICAL INFORMATION

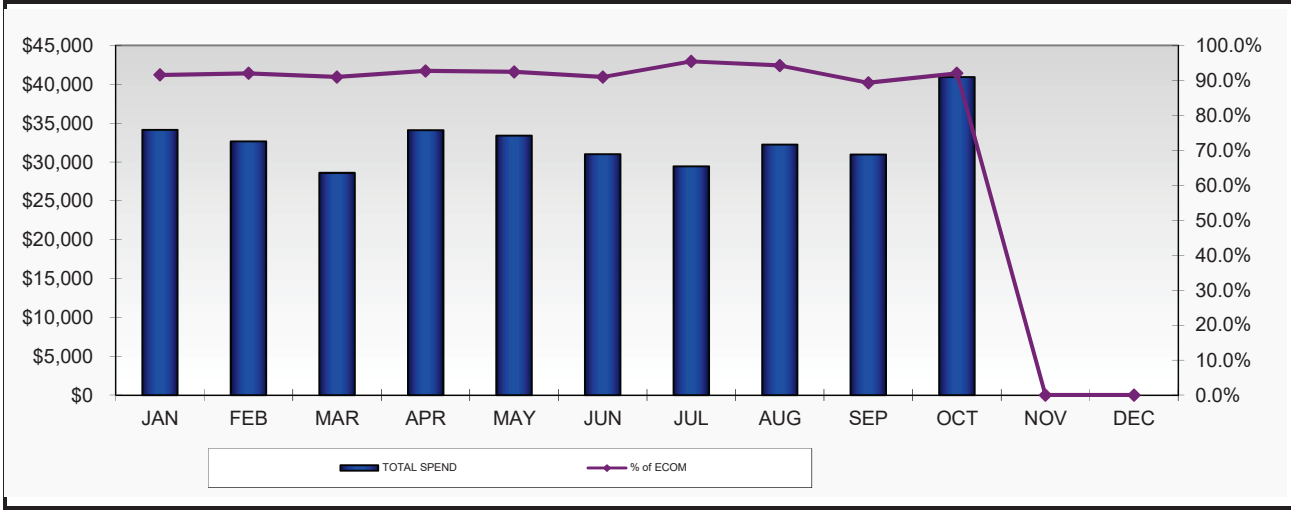
	PRIVATE BRAND	RECYCLED	HUB
Total SPEND	$183,527	$51,589	$9,052
% of Total SPEND	56.05%	15.76%	2.76%

PURCHASING TREND

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOTAL SPEND	$34,133	$32,639	$28,595	$34,094	$33,389	$30,996	$29,438	$32,234	$30,973	$40,946	$0	$0
% of ECOM	91.6%	92.1%	91.0%	92.7%	92.4%	91.0%	95.5%	94.3%	89.3%	92.0%	0.0%	0.0%

SPEND by PRODUCT CATEGORY

CATEGORY	YOUR %	YOUR SPEND	BSD AVG %	OPPORTUNITY
Paper	44.18%	$144,671	17.34%	$0
Ink and Toner	13.55%	$44,352	22.75%	$30,140
Office Essentials	8.59%	$28,134	13.35%	$15,579
Cleaning and Breakroom Supplies	7.31%	$23,941	8.46%	$3,760
Technology	6.58%	$21,538	6.94%	$1,186
Writing and Drafting	6.33%	$20,719	5.13%	$0
Filing and Binding	4.52%	$14,803	7.21%	$8,805
Furniture	4.06%	$13,295	9.49%	$17,779
Labels and Forms	2.82%	$9,218	2.43%	$0
Copy and Print Depot	1.95%	$6,396	3.16%	$3,951
Miscellaneous	0.11%	$371	3.72%	$11,810
Managed Print Services	0.00%	$0	0.02%	$65



V: 10/12/2013

Created: 11/06/13

Orders Delivery Lead Time (CORE)

Period: 201604 - 201606

Customer ID	Customer Name	Bus Days Elapsed	Total Orders	Orders Incomplete	% of Orders Delivered Complete	Items Ordered (qty)	Items Back Ordered (qty)	Items - % of Total Ordered	Items Delivered Complete	
Total			**3,863**	**18**	**99.5%**	**32,754**	**34**	**99.9%**	**99.9%**	
15627229	N/A	1	3,538	9	91.4%	28,911	0	88.3%	100.0%	1 day
15627229	N/A	2	235	1	6.1%	2,580	0	7.9%	100.0%	1-2 days
15627229	N/A	3	26	2	0.6%	369	11	1.1%	100.0%	1-3 days
15627229	N/A	4	8	2	0.2%	69	8	0.2%	99.9%	1-4 days
15627229	N/A	>=5	56	4	1.4%	825	15	2.5%	99.9%	

Orders Delivery Lead Time (TOTAL)

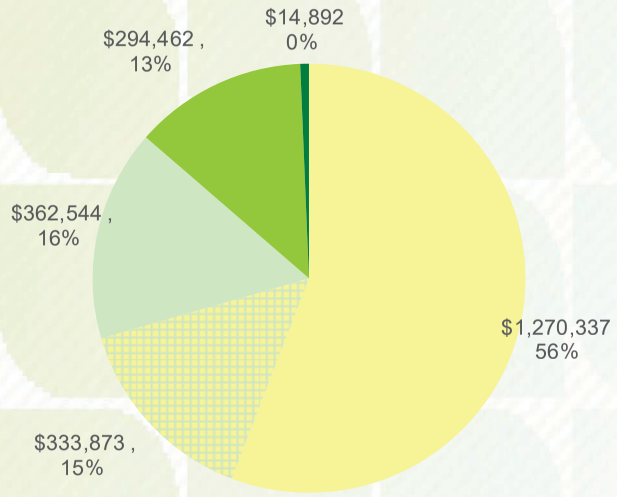
Period: 201604 - 201606

Customer ID	Customer Name	Bus Days Elapsed	Total Orders	Orders Incomplete	% of Orders Delivered Complete	Items Ordered (qty)	Items Back Ordered (qty)	Items - % of Total Ordered	Items Delivered Complete	
Total			**5,165**	**24**	**99.5%**	**47,315**	**202**	**99.6%**	**99.57%**	
15627229	N/A	1	4,051	0	78.4%	34,532	0	73.0%	100.00%	1 day
15627229	N/A	2	384	3	7.4%	4,507	5	9.5%	99.99%	1-2 days
15627229	N/A	3	102	2	1.9%	1,157	11	2.4%	99.96%	1-3 days
15627229	N/A	4	37	5	0.6%	445	13	0.9%	99.93%	1-4 days
15627229	N/A	>=5	591	14	11.2%	6,674	173	13.7%	99.57%	

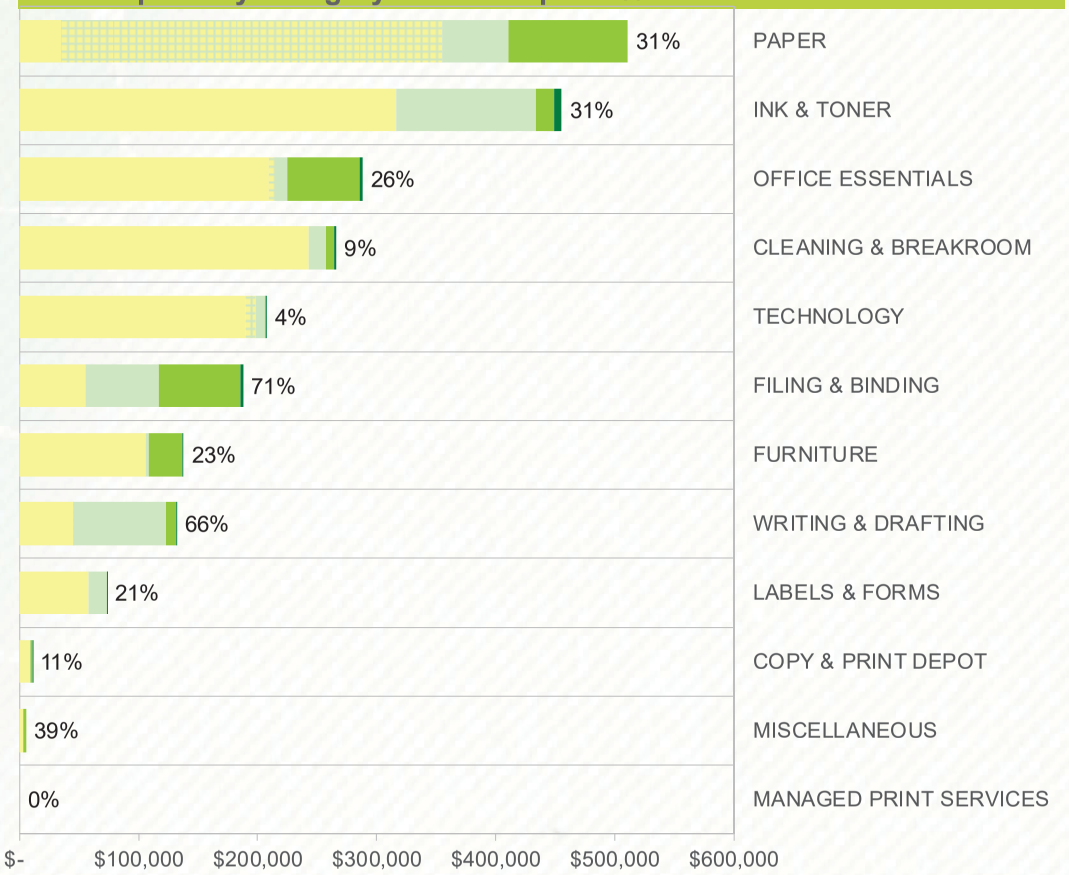
GREEN SPEND BY OFFICE DEPOT ECO-RATING

Green Spend

Total Green Spend (Light to Dark)	$671,898	30%
Mid to Dark Green Spend	$309,354	14%
Dark Green Spend	$14,892	1%
Total Spend	$2,276,107	100%



Green Spend by Category & Green Spend %



January 24, 2017

Note: Office Depot has a Green Attribute Database (GAD) in which we capture vendor claims on the eco-attributes and eco-labels associated with their products. Based on these claims, on which our reporting is 100% reliant, we apply our GreenerOffice™ Eco-rating System to rate items as: Not Green, Meets Norms, Light Green, Mid Green or Dark Green, based on the type and level of eco-attributes and eco-labels. More details are available on request. Spend is sales net of returns.

Not Green | Meets Norms | Light Green | Mid Green | Dark Green

Performance Measurements-Scorecard

Office Depot Business Solutions Division

December-18	
Description	**YTD**
Total Number of Orders	1,010
Total Number of Order Lines	4,388
Percent of Orders Delivered Next Day	99.80%
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Total Amount Credit	$172.43
Total Number of Lines Credited	3
Total Number of Customer Return Lines	3
Total Number of Misfills By Line	1
Total Number of Damaged Items By Line	2

POS Rebate Report (Detail-All Orders)

Office DEPOT OfficeMax
Taking care of business

Customer Id: xxxxxxxx

Summary					42	$10,625.05	$0.00
Customer Account Level 2 Id	Customer Account Level 2 Name	Customer Account Id	Customer Account Name	Reporting Calendar Date	BSD Order Parent Order Id	Net Sales	Rebate Sales
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0944638190	($86.44)	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-11	OD_0947571922	$501.33	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0947582827	$34.38	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-1	OD_0947747381	$49.48	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-1	OD_0948730318	$34.60	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-8	OD_0948747611	$1,641.79	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-1	OD_0948808685	$233.98	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948862076	$66.54	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948869663	$34.80	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948874021	$2,556.00	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0948881808	($154.50)	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948924913	$109.31	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948942234	$1,883.14	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0948942234	$165.92	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949324446	$25.25	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0949348237	$9.12	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949348237	$405.11	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949361191	$35.41	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949378086	$115.06	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0949534185	$26.99	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949534185	$130.77	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949781771	$50.10	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0949823131	$268.66	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0949852137	$415.10	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0949971564	$265.54	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0949971564	$3.59	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0949973127	$2.79	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0949973127	$39.30	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0950044947	$28.08	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950044947	$494.82	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950067652	$140.35	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950154201	$84.18	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950210386	$106.66	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950400951	$312.67	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950471585	$121.24	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0950488686	$37.90	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950495592	$118.29	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0950512494	$17.08	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950512494	$39.21	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0950582883	($3.46)	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-8	OD_0950656689	$172.24	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-8	OD_0951327791	$92.67	$0.00

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Tab Four:

Qualifications and Experience References

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03

Tab 4: Qualifications and Experience

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, Office Depot has gradually become a leading global provider of products, services, and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, Office Depot developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, Office Depot sustained its growth by merging with OfficeMax Incorporated in late 2013 and remains a leader in offering excellence in quality workplace products, services, and solutions. With the acquisition of CompuCom in 2017, Office Depot is expanding its capabilities as a leading omnichannel provider of business services and supplies, products and technology solutions.

Office Depot, Inc. is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, print & document services, business services, workspace facilities, furniture & interiors, and school essentials.

The company has combined annual sales of approximately $10.2 billion, employs 45,000 associates, and serves consumers and businesses in North America and abroad with nearly 1,400 retail stores, award-winning e-commerce sites, and dedicated business-to-business sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax, CompuCom, and Grand & Toy, the company offers its customers the tools and resources they need to focus on their passion for starting, growing, and running their business. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

ii. Describe how Offeror ensures contract compliance.

Office Depot made a significant investment in creating an organization, dedicated to ensuring accurate customer set-up, timely maintenance of customer pricing, and protecting the integrity of our agreements with our customers. To carry out those important responsibilities, we developed an online document management system which calendarizes the significant milestones of our legal agreements.

This provides us with visibility to those commitments that are time sensitive. In addition to our system enhancements, our team of Compliance Managers is responsible for establishing a consistent schedule of inspection, ensuring that Region 4 ESC Participating Agencies end users are receiving the service and pricing Office Depot has committed to provide.

iii. What measures does Offeror take to ensure all products are authentic and not counterfeit?

Office Depot has sales authorization from all suppliers and manufacturers whose products are offered in our catalogs, online or hard copy. The manufacturers' warranties and other rights conferred with the sale of the products are the same when the products are purchased from Office Depot as if they were purchased from the manufacturer directly. On request, Office Depot will provide more information on particular items of concern to the customer.

iv. Describe Offeror's reputation in the marketplace.

One reflection of a company's reputation in the marketplace is its ability to retain customers over many contract terms. Office Depot has an enviable retention rate for our larger customers (Region 4 ESC and its Participating Agencies are among our largest) even in this highly competitive economic situation. Customers understand that the very lowest price sometimes comes at considerable expense in service and support. Office Depot provides the total package, equaling a highly competitive Total Cost of Ownership.

v. Describe Offeror's reputation of products and services in the marketplace.

Office Depot sells nationally and globally recognized products as well as our Private Brand Products, which are 100% satisfaction guaranteed to meet or exceed the appropriate National Brand equivalent's specifications, performance, quality, yield and suitability for use while saving the customer money. Our Private Brand Products are accepted by most customers as directly interchangeable with the National Brand equivalent. Office Depot does not manufacture the products we sell, although we determine the specifications for our Private Brand products and accept the responsibility for the quality and performance of those products.

As a marketplace leader, we have a renewed emphasis on services, researching and rolling out new ones to our customers, including many educational services detailed in our RFP response (see Tab 2, Products and Pricing), such as our technology services through CompuCom, combining our complementary capabilities, assets and infrastructure to provide a one-stop shop for all office and technology needs and enabling further efficiencies for organizations of all sizes. Office Depot can now provide end-to-end digital managed services, technology and consulting to enable the digital workplace for businesses and organizations of all sizes. This is a significant step in our evolution from an office supply company to a broader-omnichannel business services platform.

As a value-added supplier, Office Depot has earned the reputation of being highly reliable, enabling customers to plan on receiving the orders as promised and packaged properly to ensure safe delivery and storage. Our services, including our Sales Representatives' fanatical approach to providing proactive consulting support to their customers, has earned us the reputation as the most capable supplier in our industry, helping our customers achieve their goals. Our comprehensive industry-leading usage reporting package, providing nearly real-time budget management capability to each customer, is unequaled in our industry.

vi. Describe the experience and qualification of key employees.

Office Depot has assembled a highly experienced and qualified team of key employees for Region 4 ESC Participating Agencies.

Sales Team

Valya Broyer

- Director – Strategic Partnerships
- 30+ Years w/ Office Depot
- (303) 704-8107 I valya.broyer@officedepot.com
- Cultivate and manage the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio.

Pam Pedler

- Director – Public Sector Partnerships
- 20+ Years with Office Depot
- BS - Russell Sage College – Troy NY
- (860) 883-9281 I pam.pedler@officedepot.com
- Assist in the growth of all public sector program; my team works with K12 customers and prospects to implement new programs, for example – Drone and Drone Curriculum Program

Nancy Davis

- National Program Manager, Public Sector – Region 4 ESC contract portfolio
- 25+ Years w/ Office Depot
- BS – University of Nebraska (Lincoln)
- (602) 317-5257 I nancy.davis@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a primary focus on the Region 4 ESC contract portfolio. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

Billy Grimmett

- Program Manager, Public Sector Education, and Government
- 21+ Years w/ Office Depot
- BS – East Carolina University
- (682) 225-0423 I billy.grimmett@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners with a focus on the City of Tamarac and Region 4 contracts.

Paul Martorella

- Program Manager, Public Sector Education, and Government
- 37+ Years w/ Office Depot
- Long Beach Poly High School / Long Beach City College
- (562) 810-8270 I paul.martorella@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners & Region 4 contracts.

Jennifer Jimenez

- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – San Jose State University
- (408) 603-9011 I Jennifer.jimenez@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a focus on the Region 4 ESC & Oregon State University contracts. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

John T. Saunders

- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – Michigan State University
- (248) 497-6855 I john.saunders@officedepot.com
- Responsible for the cultivation & management of public sector cooperative contracts; supporting the Midwest Region sales teams.

Frank Zarrillo

- K-12 Program Manager
- 15+ Years industry experience
- BA – Rowan University
- United States Marine Core – 3 years service
- (908) 894-0556 I frank.zarrillo@officedepot.com
- Drive growth initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

Sales Support

Andrea (Turner) Konopacki

- Lead Consultant, Growth Strategy
- 7+ Years w/ Office Depot
- BA – University of North Florida
- (561) 755-2621 I andrea.turner@officedepot.com
- Dynamic growth public sector strategist with a passion for elevating business models, customer engagement, and bottom line results

Diane Turley

- Global Service Consultant
- 14+ Years w/ Office Depot
- BA – University of Texas (Arlington)
- (817) 475-2079 I diane.turley@officedepot.com
- Responsible for supporting the OMNIA partner contracts and clients.

Marketing

Sharon Bobowski

- Senior Manager - Marketing
- 8+ Years w/ Office Depot
- MBA – Lynn University (Marketing & Finance)
- (561) 438-4421 I sharon.bobowski@officedepot.com
- Manage team of public sector marketing analysts. Leveraging expertise in strategic planning, process improvement, analytics and metric reporting to drive performance and add value and insights for our OMNIA partner contract relationships

Charles Kasprzak

- Senior Marketing Analyst
- 14+ Years w/ Office Depot
- BBA – Florida Atlantic University
- (561) 438-2906 I charles.kasprzak@officedepot.com
- Support Marketing strategies and annual operating plans by working with GPO / Co-Op partners and field sales leaders. Works closely with the Creative team to build marketing materials and supporting collateral. Engage with merchants and vendors to develop collateral for adjacency sales. Supports Marketing efforts for "Federation" members – recent office supply company acquisitions by Office Depot.

Carla Fulmore

- Senior Marketing Analyst
- 12+ Years w/ Office Depot
- MBA – Florida International University
- (561) 438-4904 I Carla.fulmore@officedepot.com
- Responsible for developing and implementing the K-12 marketing strategy. Manages K-12 Association sponsorships and partnerships. Coordinates local campaigns, community initiatives, and seasonal BTS events

Financial Reporting

Francine Staton

- Lead Regional Performance Consultant – Public Sector
- 13+ Years w/ Office Depot
- MBA – Louisiana State University (Shreveport) / BS – St. Martins University
- (253) 693-8582 I francine.staton@officedepot.com
- Manage and maintain contract pricing, reporting, and administration. Work with supply chain team to ensure customer needs are met.

Alfredo Rodriquez

- Senior Rebate / Financial Analyst
- 4+ Years w/ Office Depot
- BA – Physics / University of Florida
- (561) 438-4414 I alfredo.rodriguez@officedepot.com
- Manage financial reporting for named contracts and partnerships. Manages contractual reporting cadence for the Region 4 ESC Contract portfolio.

Executive Support

Steve Calkins

- President; BSD Contract Sales
- 12+ Years w/ Office Depot
- JD – University of South Carolina | BA – Michigan State University
- (561) 438-7512 I steve.calkins@officedepot.com
- Manages the company's business to business and government contract sales group.

Tom Riccio

- Sr. Vice President; Strategic Partnerships
- 15+ Years w/ Office Depot
- BS – Iona College
- (407) 284-0131 I thomas.riccio@officedepot.com
- Responsible for the retention and acquisition of Public-Sector sales along with the private sector in the $1M+ segment. Experience and oversight for Public Sector Cooperatives, Healthcare GPO's, Buying Groups and Tier 1 Sales.

Susan Cummings

- Vice President; Public Sector
- 9+ Years w/ Office Depot
- BA – Spring Arbor University
- (248) 961-2440 I susan.cummings@officedepot.com
- Develop strategies and tactics to support the field sales team and create value for our Public-Sector customers. Work cross-functionally to make sure all departments within Office Depot are aligned and supporting the partnership goals and objectives.

vii. Describe Offeror's experience working with the government sector.

Office Depot has become a very successful supplier of office supplies and services to federal, state, and local governments by meeting the very unique requirements of government agencies. For example, Office Depot is:

- An approved supplier of AbilityOne/JWOD products
- An aggressive and successful Tier One and Tier Two partner and promoter
- Committed to making MWDVE HUB products available to all of its customers
- A committed supplier of GREEN (environmentally friendly) products
- Able to provide service through its delivery service and retail stores in all 50 states & Puerto Rico
- Able to provide delivery service direct to US Government Agencies in 35 other countries
- Able to meet the highly varied ordering and paperwork requirements of different agencies
- Committed to providing the level of customer service that each customer feels is necessary
- Skilled at operating a secure and safe delivery system
- Constantly seeking ways to reduce costs
- Able to report detailed customer purchasing history so informed spend decisions can be made

Local Government

Office Depot has decades of experience in providing the best pricing and efficiency to local government. We have the resources with a wide variety of commonly purchased items, and expertise in specialty products, technology, environmentally preferable products, bulk-purchased items such as paper, and recycled-content items. With many categories of product and services sourced by local government, the complexity of centralized or decentralized procurement, Office Depot's strategic alliance provides greater efficiencies while delivering integrated solutions as a sole-source supplier. In addition, we commit that everything in the procurement program happens the way it should from order to order, including engaging MWBE participation. From government buy-programs,

cooperatives, and other purchase initiative programs, Office Depot is a critical business partner delivering the best overall value. Our organization's expertise in the local government market brings together program compliance with revenue-generating campaigns, and reduction in maverick spend.

K-12 Education

As an industry leader, Office Depot is in a unique position to optimize your "dollar" through the vast scope of our business capabilities. We have decades of experience with K-12 customers through our vast selection of supplies as well as value-added programs for administrators and teachers. We offer everything from school and office products, to furniture, technology, and printing, as well as facility resources and break room supplies uniquely designed to lower the cost of procurement for education.

viii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

Office Depot has never declared bankruptcy. On November 5, 2013, Office Depot and OfficeMax completed their merger of equals. By combining both companies, Office Depot, is a stronger, more efficient global provider of products, services and solutions, fully committed to setting a new standard for serving the workplace and home needs of today and tomorrow through innovation and exceptional customer experience.

ix. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name, and title, contact phone and email, city, state, years serviced, description of services and annual volume.

a. References

Reference 1:	
Entity Name:	University of Washington
Contact Name and Title:	Claudia Christensen C.P.M., Procurement Manager
City and State:	Seattle, WA
Phone Number:	206-543-4156
Email:	claudiac@uw.edu
Years Serviced:	8
Description of Services:	Office Supplies / Furniture / Sustainability Leadership
Annual Volume:	$4,200,000
Segment:	Higher Education

Reference 2:

Entity Name:	Dekalb County Schools
Contact Name and Title:	Carla Smith, Purchasing Manager
City and State:	Stone Mountain, GA
Phone Number:	678-676-0120
Email:	carla_a_smith@dekalbschoolsga.org
Years Serviced:	10
Description of Services:	Office & School Supplies
Annual Volume:	$3,000,000
Segment:	K-12

Reference 3:

Entity Name:	City of Long Beach
Contact Name and Title:	Tara Yeats, Purchasing Agent
City and State:	Long Beach, CA
Phone Number:	562-570-6340
Email:	tara.yeats@longbeach.gov
Years Serviced:	4
Description of Services:	Office Supplies / Janitorial / Technology
Annual Volume:	$2,500,000
Segment:	Local Government

Reference 4:

Entity Name:	County of San Mateo
Contact Name and Title:	Scott Johnson, Deputy Director
City and State:	Redwood City, CA
Phone Number:	650-363-4610
Email:	sjohnson@smcgov.org
Years Serviced:	18
Description of Services:	Office Supplies / Furniture / Janitorial / Technology / Copy & Print
Annual Volume:	$2,500,000
Segment:	Local Government

Reference 5:

Entity Name:	Virginia Beach City Public Schools
Contact Name and Title:	J. Kevin Beardsley, CPPO, CPPB, Director of Purchasing
City and State:	Virginia Beach, VA
Phone Number:	757-263-1175
Email:	Kevin.Beardsley@VBSchools.com
Years Serviced:	20+
Description of Services:	Office & School Supplies / Furniture / Technology
Annual Volume:	$2,300,000
Segment:	K-12

Reference 6:	
Entity Name:	University of Arizona
Contact Name and Title:	Ted Nasser, Director of Procurement & Contracting Services
City and State:	Tucson, AZ
Phone Number:	520-621-5449
Email:	enasser@email.arizona.edu
Years Serviced:	20+
Description of Services:	Office Supplies / Copy & Print
Annual Volume:	$1,900,000
Segment:	Higher Education

Reference 7:	
Entity Name:	Eastern Washington University
Contact Name and Title:	Doug Vandenboom, Purchasing Director
City and State:	Cheney, WA
Phone Number:	208-885-6115
Email:	dvandenboom@ewu.edu
Years Serviced:	10
Description of Services:	Office Supplies / Furniture / Copy & Print
Annual Volume:	$400,000
Segment:	Higher Education

x. Provide any additional information relevant to this section.

At Office Depot, we believe in high-quality business frameworks. This means improving efficiency to reallocate resources towards procurement solutions, growth, and sustainability. We understand the importance of being great stewards of public funding, and we offer an array of services and solutions

to help public agencies manage costs and operate more efficiently. Our commitment to serving Public Sector Agencies is evident in our deployment to service and serve those that have entrusted us to provide innovative solutions and world-class contract compliance.

We understand that today's procurement officers are not only being challenged to do more with less; they are also making shifts in procurement methodologies, demands from the constituencies they serve, and a changing workforce. Office Depot has been partnering with the agencies we serve to bring them the products and services they need to support these shifts.

The cooperative contracting platform continues to gain momentum and acceptance in the marketplace amongst the most respected public procurement professionals while allowing us to adapt to the changes and needs of our valued public agency customers. We continue to refine our contract offering to meet the demands in the market place with industry leading contract compliance while offering the right Office & School Supply related contracts.

We are proud to be an incumbent contract holder of the current Office & School Supplies contracts (R141605 and R141703). We do not take this privilege lightly – as we compete for this award once again, our entire sales organization is actively engaged in promoting not only the Office Supply contract but our adjacency Office Depot contracts as well. Our team is committed to providing a comprehensive market basket of cost-saving solutions under the Region 4 ESC and OMNIA Partners contracting label. This market basket approach supports the desire of many public procurement officials to reduce vendor count while giving them the benefits of the solutions that we currently offer and are proposing in this solicitation.

Committed to Service Public Agencies

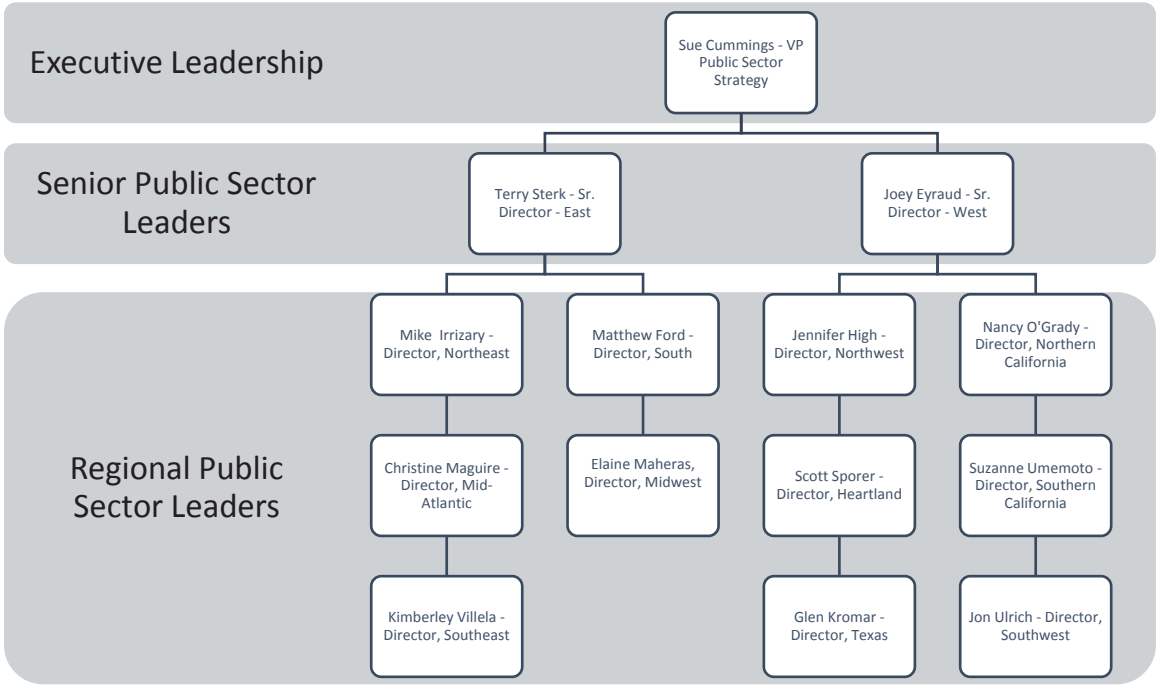
In late 2017 Office Depot made a decisive shift in our deployment model to allow us to fully align with and serve the public agencies that have trusted Office Depot for the past several decades. While we had several teams and associates aligned to public sector we are now fully dedicated from coast-to-coast with teams exclusively serving public agencies. This allows our team to match the best resources to your account, speak your language, and find solutions together by sharing industry best practices and learning.

Our current deployment model is led by Susan Cummings, Vice President of Public Sector Strategy, supported by a team of geographically deployed public sector leaders. Our Senior Public Sector Directors, Terry Sterck (East Region) and Joseph (Joey) Eyraud (West Region) are both highly tenured with a rich history of supporting and serving our public sector clients and their initiatives. Collectively, Terry and Joey have a team of Eleven (11) public sector directors that lead, guide and support our regionally based sales teams that are exclusively aligned to public agencies.

Our public teams are supported by our ancillary teams deployed with category expertise to provide knowledgeable and effective support for the categories outside of standard Office & Schools supplies, we have category specialists in:

- Copy & Print Solutions
- Managed Print Services
- Furniture & Interiors
- Cleaning & Breakroom
- Technology

Below is a snapshot of our public sector leadership team with their assigned geographies.



Each Regional public sector leader works closely with the agencies we serve to listen and understand the customer needs and work to bring solutions that matter.

Six Contracts – One Account Number

As we work to serve the needs of our public agencies and providing them with competitively solicited and awarded cooperative contracts, Office Depot has elected to monitor and respond to cooperative contract solicitations lead by Region 4 ESC to provide a unique customer contracting solution. To date, our team has responded to and has been awarded six (6) contracts with Region 4 ESC. This unique strategy aligned with the vast and growing number of product categories, solutions and services we provide allow us to provide our customers with all six (6) contracts utilizing a single account number. This supports several initiatives our public agencies have today; vendor consolidation, simplified buying and billing experience and peace of mind that the category has been competitively solicited and awarded, thus meeting the procurement standards as set forth by the various agencies we serve. We like to refer to this solution as Six in One.

Office Depot's current Region 4 ESC Contract portfolio has been carefully developed as we responded to and were awarded the six contracts we are able to offer our public sector customer base today. As we continue to listen to the needs of our public sector customers, it is our intent to continue to respond to solicitations that can provide further value while streamlining the procurement process for the agencies we are privileged to serve.

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Tab Five:

Value Add

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03

Office DEPOT®

OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 5: Value Add

d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Comprehensive Public Procurement Solutions
A Look into the Office Depot OfficeMax Value Added Services

At Office Depot, we believe in high-quality business frameworks. This means improving efficiency to reallocate resources towards procurement solutions, growth, and sustainability. We understand the importance of being great stewards of public funding, and we offer an array of services and solutions to help public agencies manage costs and operate more efficiently. Our commitment to serving Public Sector Agencies is evident in our deployment to service and serve those that have entrusted us to provide innovative solutions and world-class contract compliance.

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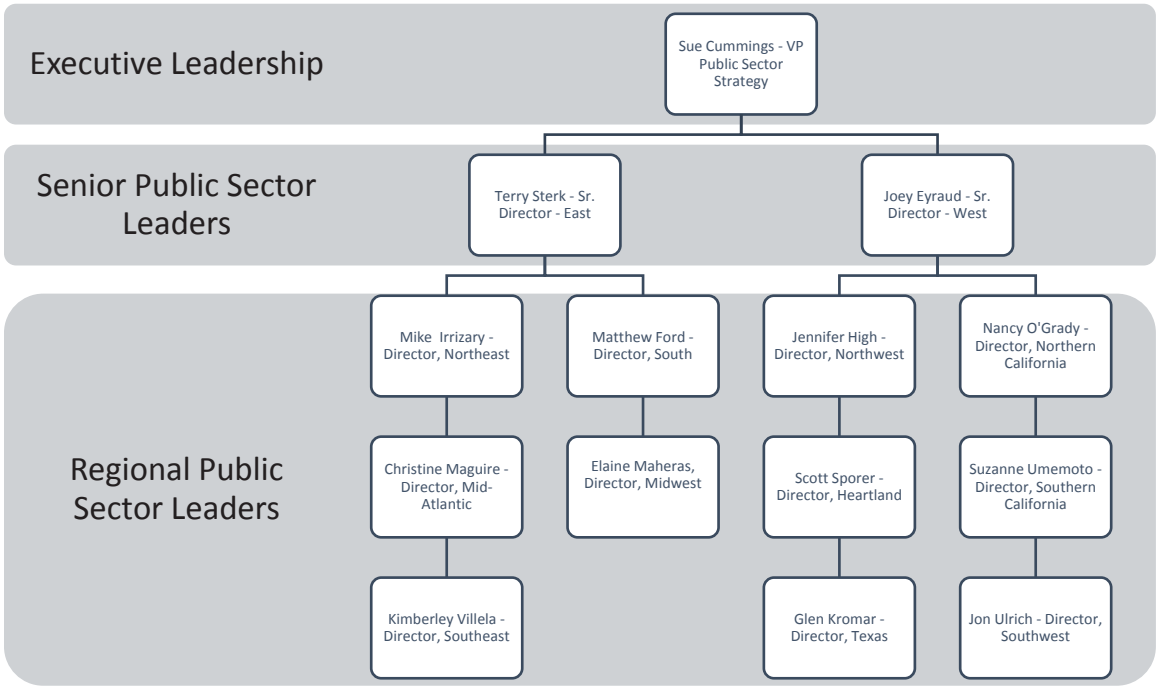

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Office Depot's current Region 4 ESC Contract portfolio has been carefully developed as we responded to and were awarded the six contracts we are able to offer our public sector customer base today. As we continue to listen to the needs of our public sector customers, it is our intent to continue to respond to solicitations that can provide further value while streamlining the procurement process for the agencies we are privileged to serve.

Only at Office Depot

Office Depot's unique offerings bring unusual value to Participating Agencies in areas that may be highly important to those Agencies, providing them opportunities not available from other suppliers. These include:

- Certificates for trees planted or carbon offsets purchased by the Agencies, which they can post or publish under the TreeUp program based on purchasing thresholds of paper by the Agency. The Arbor Day Foundation TreeUp program is described in our sustainability program; see Tab 3 – *Performance Capability* of this proposal.

- In-Store self-printing capability using Participating Agencies' Credit Cards enabling quick printing of small jobs in the Office Depot / OfficeMax Retail Store near you. Pay directly at the printer using your pre-registered card to receive your contract pricing and no waiting in line for a sales associate to help you. You can send the print job to a drop box and just enter the code at the printer, or you can bring the job with you on a flash drive. Most stores have printers waiting for you. Large print jobs are best handled by the print specialist in each Store.

- A new group in Office Depot specializes in customer satisfaction. The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less that complete satisfaction.

★ All Office Depot / OfficeMax Retail Stores offer all customers the opportunity to donate a portion of their total purchase value to a pre-registered local qualified school of their choice at the time of purchase (usually 5% with some restrictions). The donated funds are provided to the school on a periodic schedule in the form of credits for supplies purchases from Office Depot.

Office Depot's other main areas of distinction include:

- World-Class Reporting Capabilities
- Leading Diversity program with three-dimensional approach
- Benchmark Environmental program

Other key differentiators include:

- Largest portfolio of products and services in the industry with value-adds:
  - Janitorial & Breakroom Supplies
  - Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers)
  - Print-on-Demand
  - Virtual File Cabinet
  - Brand Identity
  - Managed Print Services
  - Promotional Products
  - National copy and print program for in-store use
  - Furniture
  - Over 200,000 technology products competitively priced
- Employee Discount Programs
- Office Depot stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middle men that add cost to the sell price.
- Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services.
- Customer Centric Business Reviews presented with cost savings and continuous improvement opportunities
- Well-Seasoned Customer Care team with a One-Call-Resolution process

- 26 U.S. Distribution Centers and a network of delivery points to provide local reliable next-day service
- Supply Chain Excellence with industry-leading inventory turns
- Single-order platform for all products and services
- World-Class Business Contract Website offering multiple features and cost savings benefits
- Unique customized solutions for your business that will stay flexible throughout the life of our agreement.
- Contract Compliance organization, which monitors all customer agreements. This shows Participating Agencies our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.
- Retail Synergy Program affords contract pricing to customers when shopping our 1,300+ stores throughout the U.S.

These combined resources will provide all Participating Agency locations, from the main offices to the smallest location, a level of service that exceeds the Agencies' expectations.

Solutions and Programs

In addition to our Tab 2 – Products and Pricing Overview, for Office Supplies, Office Depot has core pillar solutions that are organizational strengths and curated specifically for public sector. With the addition of CompuCom, we also offer a greater technology offering and modern solutions for safety and security through Information Technology.

Technology through CompuCom

Knowing public agencies are looking towards technology to adopt smarter ways of working, learning, securing, and collaborating, we are proud to be adapting to these shifts and incorporating these new solutions into our long-standing foundation.

As of November 2017, our organization family grew by more than 9,000 IT Professionals with the acquisition of CompuCom, U.S.-based tech company founded in 1987. Together, we can deliver a new kind of integrated solutions offering. For our Participating Agencies, this means a deeper offering in technology, digital buildings, modern infrastructures, tech services, safety, and security. CompuCom is committed to elevating the technology experience through dynamic, proactive, and

seamless support that energizes our customer's operations, learning, and personal lives, aligning to our deep-rooted belief system.

We are not alone in our beliefs in high-quality teaching, learning, and business frameworks. Our actions bring these beliefs to life every day. Together with our partners, we are listening, learning & enabling success for the agencies we serve.

Print Optimization

Copy & Print Services

Besides the specific curriculum solution mentioned in Tab 2, Products and Pricing, Office Depot also provides comprehensive print and promotional product solutions to meet all your agency's needs. For more than 30 years, our customers have utilized our Copy and Print Depot to save an average of 25% to 40% on their print spend while also streamlining their procurement process.

Our solutions include:

- Digital print services
- Promotional products
- Signs and banners
- School spirit backpack programs
- School-specific stationery items
- Stamps and daters
- Direct mail services for mass mailing
- Consultative services

Office Depot specializes in helping Curriculum Departments manage the ordering, production, and distribution of instructional materials. We provide classroom consumables, testing materials, and professional development materials. We enable school districts to order exact quantities needed at an aggressive price point and deliver to point of need (whether that be a central warehouse or to the school level, packaged by grade level). We have helped many school districts free up thousands of dollars and hundreds of hours of teacher's time. The services we provide for our traditional educators transcend to our public agencies in the areas of training, employee manuals, human resource materials, community outreach materials and more.

Our state-of-the art production equipement allows us to take on your curriculum & testing needs and deliver on time and when you need it. Our largest facility in Grand Prairie, TX, worked with a school district to help them prepare for the 2018-19 School year; that project netted more than 87,000 workbooks. Our project managers worked along-side the curriculum department to ensure the right materials were printed, packed and labeled for delivery to the district. Imagine the possibilities, then think differently when it comes to producing your next print project. #depotdifferent

Our Web-based Online Print Center is an innovative print ordering service that helps public agencies meet their everyday printing needs, as well as time sensitive or confidential print orders. With our integrated, multi-channel Online Print Center program, print orders can be picked up at any of the 1,300+ Office Depot or OfficeMax retail locations or customers can opt to save time and mailing costs by having their order shipped to their preferred destination. Region 4 ESC contract users can place orders online 24/7 from any computer with and web connection.

MyFiles Digital Archiving

Agencies can conveniently reorder documents by storing preconfigured files in their own secure File Cabinet, an online digital document archiving service provided at no cost to Region 4 ESC customers. Benefits of this Digital Archiving service include:

- Allows employees to spend more time focusing on their core competencies and less time preparing materials
- Order only the quantity needed thus saving budget dollars
- Decentralize the print procurement process
- Allow specific departments to control the content of printed materials directly from the desktop
- Enhance version control

We understand this, so one of the main goals of our solution is to provide a more streamlined procurement process. Performing core job competencies is the goal and our print programs not only give more time back to your employees it also stretches their budget dollars, so they have the all the necessary materials to complete their assigned tasks. We accomplish this by offering a completely integrated print/promo solution located directly on our Office Depot business web site. Our solutions can help you:

- Repurpose staff – Office Depot can suggest ways in which agencies can retain key personnel and, in some cases, subsidize payroll dollars through supplemental revenue streams.
- Rationalize copier fleets – Office Depot can share our expertise and understanding of machine utilization down to the school level. Our Total Cost of Ownership analysis will help you determine what equipment is necessary. Enabling you to make informed buying decisions.
- Increase productivity – Office Depot can modernize the fulfillment of printed materials utilizing state of the art technology. Our hands-on approach to taking an active role in training individual agencies and departments results in increased compliance.
- Reduce waste & obsolescence – Statistics show that waste and obsolescence factor run high in the Education Market as well as other public agencies. Often reaching the 18-20% realm. Blending your current strategy and our customized programs together we can work to minimize the financial impact well into the single digits.
- Complement existing state – Office Depot can introduce additional products and services that enhance your current offering.

At Office Depot, we don't teach, prepare lesson plans, build roads, remove snow, or train our first responders. But we can help you do what you do best by taking printing and copying chores off your hands.

Managed Print Services

In today's challenging economy, organizations are continually looking for ways to reduce expenses and improve productivity. For many organizations, the printing environment represents an untapped opportunity to save money. Nevertheless, the total cost of managing and printing documents along with the pathway to driving improvements remains a challenge.

THE OFFICE DEPOT THREE-STEP APPROACH

Office Depot understands the issues and opportunities associated with typical printing environments and highlights the value-added services available from Office Depot that can help organizations take the logical steps to meaningful savings and improvements in productivity.

In organizations that have successfully implemented Managed Print Services, the breakdown of service requests begins to reveal what it takes to support an office printing environment.

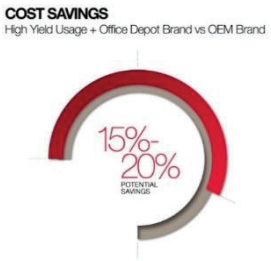
Controlling and managing toner spend represents a natural starting point. Getting this right, addresses a large portion of the total print spend. For example, Office Depot ships approximately 1.7 million toner cartridges to Region 4 ESC Participating Agencies per year, at a cost of $100 million. Each order for a toner cartridge requires an employee to make a phone call or go online to submit the order using up valuable man-hours.

A new value-added service from Office Depot, the Auto Toner Replenishment service, automates the ordering process for Region 4 ESC Participating Agencies who purchase toner.

Auto Toner Replenishment is a free service that enables Office Depot to ship toner just-in-time, based on requests received directly from the printers on the organization's network.

Benefits of Auto Toner Replenishment include:

- No need for employees to place toner orders – giving valuable time back to the organization
- Reduction in onsite toner inventory
- Next-business-day delivery, using Office Depot's world-class logistics and distribution network
- Improved printer up-time and efficiency – printers will always have the toner they need when they need it



- Most network printers are supported by a large assortment of national brands and Office Depot® brand products – more than 3,000 ink & toner choices in stock
- Reduction of old supply waste by utilizing the Office Depot recycling program for supplies and equipment.
- Comprehensive reporting and insight providing data to further optimize the organization's printing environment

After Auto Toner Replenishment has been running for 30 days, your organization will receive the initial Office Depot Print Assessment, which includes the following:

- Usage and performance data for the entire printer/MFP fleet
- Total cost of ownership (TCO)
- Recommendations for optimization and further cost savings

The Office Depot Print Assessment provides facts on key areas to optimize the print environment, including:

- Saving more on toner spend: Using high-yield toner cartridges and establishing the right balance between Original Equipment Manufacturer (OEM) toner and Office Depot® Brand remanufactured toner could save 15-20% on current toner spend.

- Freeing IT from printer-related issues: With an Office Depot Managed Print Services contract, break-fix services can be outsourced, which will enable IT to focus on higher-value projects. Office Depot provides a 4-hour response and typically restores printers to operating order within one day.
- Optimizing equipment: Printer purchases have historically been decentralized, enabling the total number of devices to grow unchecked. Larger multifunction devices often have advanced capabilities that are largely unused. The data from an Office Depot Print Assessment coupled with insights on employee workflow will help create the roadmap for ongoing cost savings and productivity gains. Equipment optimization can include: rebalancing print volume to more productive equipment, replacing aging printers and multifunction devices, or remapping the entire print environment to drive significant cost savings.

As an unbiased and vendor-neutral advisor, Office Depot is in a unique position to help optimize organizations print environment. Backed by dedicated Account Managers who understand the challenges associated with the printing environment and strategic partnerships with Hewlett Packard, Lexmark, Xerox and others, Office Depot can provide the most comprehensive solutions the industry has to offer.

Office Depot can enhance Printing and Document Services

In an effort to reduce expenses and increase productivity, Office Depot can enhance your printing and document services. With dedicated national Public Sector print consultants, school districts can be assured that Office Depot understands institution-specific needs.

Office Depot can assist organizations leverage today's technologies along with their existing Region 4 ESC contract pricing to save up to an additional 40% on their true cost of print procurement. This assists Public Sector customers in the following ways:

- Save up to 40% over your internal print costs on larger run print jobs
- Decrease the need for large production-style technology. As Xerox's second largest customer in the U.S. Office Depot has already invested in today's latest and greatest technology so customers don't need to
- Move to a just-in-time print procurement model to save dollars and reduce waste
- Increase the ability to track and control print spends
- Consolidate print spends and increase rebates via a complete suite of custom printing offerings, including print on demand, Virtual File Cabinet, stationery items, custom stamps, promotional products and more

The Copy & Print Depot™ team provides a free Total Cost of Ownership analysis to give organizations a comprehensive view of the true cost of their printed materials. Participating Agencies can use this analysis to get a better understanding of how to utilize the Copy & Print Depot™ print services and leverage copier fleet expenditures, create internal revenue streams and more.

- Financial impact study: Most organizations are not aware of their true cost to produce a copy. Office Depot will show the effects of a copy and print program on rebate dollars and bottom line.
- Comprehensive implementation: A detailed list will identify all tasks required to enable a successful launch and smooth transition.
- Flexible configuration: Office Depot will accommodate specific agency needs, whether we come on-site, align near-site or a blend of both.

At Office Depot™, highly-trained Xerox®-Certified Print Specialists will create powerful tools to help organizations communicate their messages clearly and effectively. With 1,300+ retail locations, 4 commercial printing facilities, 6 closed-door printing facilities, and online printing capabilities, Office Depot provides all the resources and convenience organizations need.

Products and services include:

- Black & White and color copies
- Free document archiving
- Flyers, newsletters & brochures
- NCR Forms & labels
- Banners and Posters

Copy & Print Depot also provides a complete list of finishing services, including:

- Binding
- Collating
- Cutting
- Stapling
- Laminating
- Mounting
- Folding
- Hole-punching

With today's decreased budgets, organizations are looking for strategies to maintain their print shops and personnel. The Copy & Print Depot™ team specializes in introducing products and services that can enhance print shop capabilities. They pay for the high-cost technology, software, and labor.

And, organizations gain access to state-of-the-art solutions from simple black & white copies to oversized signs and banners. These include:

- Enhanced product line up – organizations can take advantage of new and exciting products and services without the capital investment.
- Creation of revenue streams to support print shop personnel

- Ability to outsource short-run labor-intensive jobs that require added assistance
- Free distribution throughout your organization
- A ready partner for the organization's peak seasons: Office Depot has the capacity to provide a host of comprehensive services when it is needed most.

The combined power of Managed Print Services and Copy & Print Depot™ allows Office Depot to enhance the printing environment with a Total Document Solution. Office Depot is one of the only companies focused on making the print procurement process less expensive and more efficient while consulting with organizations on how to decrease their capital investments on copy and print hardware.

Environmental Strategy Summary

Office Depot's global environmental strategy can be summarized in a simple statement: We strive to Buy Greener, Be Greener, and Sell Greener. Our GreenerOffice Program provides solutions to help our customers pursue these goals.

With no universal definition for 'green' office products, we have gone to great lengths to create one. Office Depot has not only measurably improved our own environmental performance but also enabled our suppliers and customers to do the same. We aim to understand our customers' environmental needs through meetings, surveys, focus groups, and seminars, and leverage these insights to create greener products and programs to serve our customers' needs.

We market products with meaningful eco-attributes and eco-labels in multiple ways, including through our industry-first *GreenBook*, an exclusive catalog filled with our greenest products; our GreenerOffice website, a website with all our greener choices in one place; onsite and online webinars; and onsite vendor shows. Most of our environmental metrics are independently reviewed by PricewaterhouseCoopers—and have been since 2007, adding further credibility to our environmental claims. We work to:

- Reduce our waste footprint.
- Reduce our facilities carbon footprint.
- Reduce our transportation carbon footprint.
- Reduce our water footprint.

Products include:

- Greener ink and toner solutions, including quality reman products.
- Greener Managed Print Services solutions.

- Energy Star-qualified printers and monitors.
- Duplex printing, pay only for actual pages printed (no charge for scans and electronic files not printed)
- Recycling solutions, including free pick up of depleted toner.
- Working with our vendors on product Life Cycle Analysis (LCA).
- Supplies delivery by paper bag instead of a cardboard box.
- Water filtering solutions that serve as alternatives to bottled water.

Additional initiatives include:

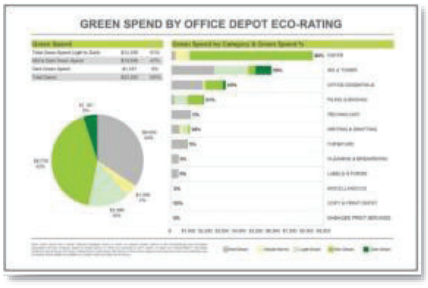
- GreenerOffice Rating: a rating system for greener products.
- Greener Alternatives Tool: a report to identify greener alternatives for high-volume products.
- Green Select Cart: online functionality that encourages greener choices.
- Reports on green purchases, including:
  - Green Business Review: comprehensively documents green purchasing.
  - LEED Credit Report: tracks purchases that support LEED for existing buildings.
  - Federal CPG/Executive Order Reports: Federal CPG/Executive Order Reports: purchases that meet Federal green standards.
  - AASHE STARS Report tracks purchases for STARS credits.

Recognition: Office Depot's efforts to BE GREEN have been recognized for several years. Our environmental awards and affiliations include:

- 2016 LEED EB Gold Certification
- 2015 Sustainable Purchasing Leadership Council (SPLC) Supplier
- 2013 Climate Leadership Award from U.S. Environmental Protection Agency Protection Agency: recognized for achieving 29% Carbon Footprint Reduction in the U.S., aggressively beating its 20% reduction goal one year ahead of schedule.

In Summary

Printing is a critical component of any organization. Ensuring the right supplies are on hand and printer fleets are working at peak efficiency will enhance overall productivity, while cutting costs.



By utilizing the Office Depot Managed Print Services Program, organizations can:

1) control and manage toner spend
2) optimize the printing environment
3) enhance printing and document services

This three-step approach, combined with 30 years of account implementation experience, enables Office Depot to address today's printing-related challenges with comprehensive solutions, and dedicated support.

Advancing Technologies

Technology

Office Depot sells more than $4 billion annually in technology products and solutions in North America (all channels).

This buying power, combined with partnerships with the top manufacturers and distributors of technology products positions us to compete for a wide spectrum of the school customers' information technology (IT) needs, along with all our solutions, providing convenience and scale.

Our highly trained/certified team of dedicated sales and solutions professionals and our world-class B2B web platform enables us to serve as a trusted advisor for one of the most strategic categories of investment of most schools, vital to their operations continuity and success.

The Technology Solutions division of Office Depot helps define and deliver solutions that help our customers meet their goals, are innovative and relevant, and are backed by industry-leading support and customer service.

The areas of focus for our technology solutions include instructional tools, infrastructure, devices, professional development, digital building, safety & security, and furniture.

- CompuCom™ - As mentioned, Office Depot has extended the depth and breadth of our technology and technology service portfolio with the acquisition of the highly respected technology company; CompuCom.
- Devices – Office Depot offers a wide range of devices that support an enriched learning environment and that help connect digital curriculum and the product used to deliver it.
- Infrastructure – Get the design, efficiency, power, and value you need with top-brand servers and other IT essentials
- Tech Tools and Manipulatives – Our cutting-edge tech tools help you powerfully present and explain ideas by enabling cooperative

- Professional Development – We provide training for teachers and administrators on how to bridge the gap between curriculum and technology in the classroom through digital content and device training.
- Furniture – Office Depot offers customized furniture solutions for the classroom that are flexible to support various learning styles and stations, as well as support the technology that resides in the classroom.
- Digital Building and Digital Classroom – For capital projects, Digital Building technology from CompuCom delivers upfront construction savings, significantly lower operating costs, and modern digital learning spaces that drive collaboration, efficiency, and engagement. Partner with us to leverage building automation, Internet of Things (IoT), Power over Ethernet (PoE), and other emerging technologies to create an interconnected, safe & secure building that'll be the foundation of your digital transformation.
- Communication and Connectivity Offerings
  - System and Technology Individual and Integrated Services – Audio Visual, Communication and Connectivity, Controls and Automation, Security and Life Safety
  - Strategy and Tech Plan Creation Services – Current State and Future State alignment.
  - Program Management Services – Administration of your real estate and District IT Projects.
- Remote Monitoring Services
- Disposition Services – Office Depot can help agencies dispose of technology equipment in a safe and environmentally responsible manner. By taking advantage of our recycling and disposal services, they can turn unwanted or obsolete technology into useful raw materials.
- Document and Image Management – Office Depot delivers quality document imaging, microfilming, secure storage and shredding. We scan paper of any size, shape, and condition as well as photos, microfilm, oversized maps and more. We help to protect data with powerful document and security records management tools to meet the needs of Region 4 ESC and Participating Agencies
- Website – As an e-commerce pioneer, Office Depot has connected more than 325,500 customers with over 1,388,000 users. Ninety-five percent (95%) of our national account business is processed via the Internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only simple for you but fast for your users too!

Office Depot offers a full suite of services to help all aspects of the IT Lifecycle from the cost-effective planning, acquisition, and deployment of a school's technology assets, to their efficient funding, management, and disposal. Our value-added services allow our educational customers to focus more on reaching their instructional and learning goals.

Furniture Program Overview

Office Depot furniture has been a key solution with the Region 4 ESC General Supply Agreement from the start. The Region 4 ESC furniture assortment is comprised of our stocked, private and name brand coded and catalog selection, and represents over 12,000 unique items. With our in-house furniture (non-wholesaler) inventory, we are a leading distributor in quick-ship, stocked furniture in the USA core assortment (1,200 items), with a selection of school furniture, and full-line of office furnishing and accessories, lighting, ergonomic tools from our catalog assortment was added in 2009, and is represented in our Region 4 ESC Furniture Solutions Catalog, Education version, designed to meet the needs of school customers.

Furniture Organization, Sales and Support Infrastructure

Office Depot's furniture division has experienced significant growth in resources, and capabilities since combining our Furniture & Interiors Divisions. Today, we have a unique position in the marketplace, as a true national distributor for Furniture products, representing over 350 furniture lines, with $450M in annual contract furniture (non-retail) sales. As a single-source furniture resource for schools, we provide a full-scope, turnkey options, including Transactional Furniture Programs, Contract Interiors Furnishing and Fixtures, Design-Build solutions, and Facility and Furniture Management, Delivery and Installation services.

Our team includes dedicated, and talented furniture professionals, plus, an Inside Furniture Support and Furniture Customer Service teams providing support to our customers. Our group is comprised of Furniture Sales & Account Managers, Furniture Vertical Market Managers (focused on standards development and cost-saving solutions), and School Specialists, Designers, and Project Coordinators, Project Managers, Inside Sales Support, and Customer Service staff. A complete furniture team and an organizational structure weighted heavily in support functions and built to provide exceptional customer support.

In 2009, we introduced a shared furniture services group for Design, and Inside Account Support Consultants to manage customer programs, including Region 4 ESC. These centralized teams are based in Chicago and Los Angeles and help us effectively manage fluctuating demand and drive many of our process management improvements to support national contracts. Unlike the static support model, our shared resource team provides the advantage of sharing the demands of local furniture teams, making these representatives more available to customers.

And, because we share the same systems, documented processes, and procedures across the country, you can always count on Office Depot furniture for consistent pricing and service. Furniture utilizes the same ordering platform as supplies, ensuring consistent pricing, reporting, and order tracking through invoicing. With our online ordering platform, we can create a customized ordering standard to comply with school buying guidelines. Office Depot has complimentary specifying and design

programs (CAP, GIZA, and AutoCAD software) to support complete specifying, and planning of customized, project solutions from small projects, renovations, to new construction.

Locations – Furniture Showrooms

Our hub-and-spoke operational model means that every local and satellite office enjoys the support of a strategically positioned regional office. And, any office can tap into the extensive wealth of resources and knowledge spread out across our national network. So, no matter what services a school needs, you can count on the same consistently high level of service. HUB locations and showrooms include Los Angeles, San Francisco, Seattle, Chicago, Houston, Columbus, Pittsburgh, and Atlanta. With furniture staff located in 13 Regional Office Depot locations.

Delivery, Installation, and Maintenance Services

Office Depot Furniture delivers coast to coast. Our professional delivery personnel experienced in handling and assembling School furniture. The benefits of working with a single-source national furniture dealer also can be realized from a logistical standpoint--ensuring that your organization receives consistent service anywhere in the US, and allows us the strategic advantage of managing your order, accommodating changes, delays storage, and follow-up maintenance services

We work closely with our 350 installation partners on accuracy and quality in all our labor services. Our installation team is provided with a packet of in-depth information—communicating every detail of your project. And because our installation experts have been factory trained and certified in systems and modular installation, satisfaction is guaranteed. If your project is delayed by construction, we have available facilities to safely house your investment.

Transactional furniture orders, including small custom orders, are managed, for our customers' convenience through our distribution centers and furniture delivery trucks. As part of the delivery service, we provide a notification call prior to delivery, and placement of furniture in your room-of-choice.

School Furniture Program

Office Depot is very proud of our school furniture program, an area that has been a primary focus of our program for the past 15 years. We are committed to growing and developing and investing in our school program which represents the fastest growing business segment in furniture since 2012. We have extensive experience, and a strong customer base of customers, like the Gilroy School District, GreenDot Schools, and Higher ED including UCLA, Brown, and Cal State Universities, to name a few.

Learning Environment Offering

We have learning environment solutions that are effective, efficient, and complementary to your current standards program. We offer a vast selection of manufacturers with the capabilities to address needs great and small—without sacrificing any existing standards programs. Choose from thousands of furniture, technology, and supply items and accessories to help reach your modern learning goals and accomplish strategic initiatives:

- Modern Classrooms
- CTE Spaces
- STEAM and STEM Spaces
- Maker Spaces
- Media Centers
- "Real World" Inspired Spaces
- Educator Planning and Meeting Spaces
- Community/Learner Spaces
- Locker and break room equipment
- Training room furniture
- Modern Common Areas
- Specific Learning Environment –paired supplies and tools

Our approach is to provide a complete product and service solution for schools, from K-12 through Higher Education, including classrooms to cafeterias, reception areas to private offices, as well as libraries, dorm rooms, computer labs, auditoriums, art rooms, STEAM spaces, MakerSpaces, and science labs, we're your one-stop provider. And, special programs including our in-house stock of classroom furniture in 12 distribution centers to accommodate our customers have furniture during the peak buying period, and prior to school opening.

With rapid changes in classroom and school design, driven by progressive teaching methods, increased classroom sizes, and technology, our customers requesting our value-add service package that includes complete specifications and standards development, and our Modern Classroom consulting package, demo, and detailed facility guidebooks. The focus for Schools has changed to complete facility design, flexible, modular designs aligned to instructional goals versus individual product.

Region 4 ESC has been a terrific partner, enabling us to engage with the customer early, and develop a complete solution and drive cost-saving specification, and an exciting partner to continue our growth in our School furniture business.

Commitment to Green Practices

Refurbishment, recycling, and Green Certified products are central to our program. We've partnered with ANEW, the Asset Network for Education Worldwide. ANEW provides reuse alternatives for surplus materials. Our programs are managed by our in-house LEED Certified Designers to ensure we meet our customer's goals. And, we offer in-house compliance software for tracking certification of renovation projects, under certification consideration.

CREATIVE SERVICES	PROJECT MANAGEMENT
• Space Planning • Specifications • 3D Views & Renderings • Finish Specifications • Installation Drawings	• Vision Session • Establishing Project Parameters • Managing Successful Project Support • Ongoing Support
LABOR SERVICE	**FINANCIAL SERVICES**
• Delivery • Warehousing • Installation & Reconfiguration • Refurbishment • Move Management • Repair	• Leasing • Renting • Financing • Used Furniture Brokerage
CUSTOM SOLUTIONS	**REPAIR SERVICES**
• Standards Program • Sustainability / LEED • E-commerce	• Requests for Repairs • Ongoing Services • Project Inspections • Ergonomic Assessments
PORTFOLIO OFFERING	**TURNKEY SUPPORT TEAM**

• Comprehensive Furniture Solutions
• Comprehensive Technology Solutions
• Digital Building
• Curated Need and Subject Aligned Modern Supplies and Manipulatives
  ▪ Cleaning and Breakroom Solutions
  ▪ CTE, Maker, STEAM Supplies
	• Former Educators as Consultants
	• Educational Specialist
	• Innovators
	• Designers
	• Project Managers
	  ▪ Key Point of Contact Account

Healthy & Safe Work Environments

Janitorial

We understand that high morale and a sustainable clean, productive school environment is instrumental to efficiency and student achievement. Your Office Depot team will help ensure a clean and healthy environment for your students and faculty. Our team of product matter experts will access and customize a program to meet your goals.

Office Depot currently holds a Janitorial contract (R162102) with Region 4 ESC that has enjoyed significant acceptance and adherence in the two years since inception. The contract is currently in full force and effective through February 29, 2020, with two one-year extensions available after that date.

Our overall contract goals included:

- Healthy & Safe Schools
- Reduced Absenteeism & Productive 'Presenteeism'
- Faculty & Student Morale
- Budget Management & Fiscal Responsibility
- Sustainability & Effective Benchmarking

It is extremely important that we support the key drivers that drive our ability to achieve these goals and are aware of market trends where we can focus and help drive results. Our unparalleled expertise and supply chain can help to identify and correct any issues the customer may have and even have not been identified. There are many identified & unidentified opportunities we can certainly assist with, for instance, did you know:

- # of Days Lost in K-12: Common Cold: 22M Days Lost; Influenza: 38M Days Lost
- In K-12 there are 8-10 Colds per year/student
- Avg. Absences/Year in K-12 from Colds/Influenza: Students – 4.5 days & Teachers – 5.3 days
- Only 43.5% of school districts provide guidance for disease prevention and infections
- Students 7x more likely to drop out
- Teacher absences cost more than $25 billion annually
- Absenteeism is a hot topic at higher stakeholder levels
- Absenteeism impacts grant money & federal subsidies

- 'The Staff Lounge' is the origin of collaboration
- Impromptu meetings driven by better staff lounge environments are fundamental to morale and great ideas
- Creating social environments inside schools can create a positive effect on learning

Office Depot – Workspace Facilities

Office Depot provides a wide array of products and services, offering a customized solution to fit the complete facilities and breakroom needs of your organization and its end users. From breakroom products to core facility cleaning and appearance standards for consistency, you'll find the solutions from one dependable source. Consolidating to Office Depot provides you with opportunities for overall control of operations and reducing costs that you may not have thought possible.

By allowing Office Depot to manage your facility products and services solutions, you will be able to allocate more resources toward your core business instead of toward maintaining how your business is conducted. Office Depot offers a professional level of product knowledge, technical expertise, and service capabilities within the industry. We have the capability and strategic sourcing to eliminate costs, maximize resources, and delivers overall results. We are your single resource for the latest in facility products to maximize your efficiencies. Our facility products experts will find the right solution for you

Approach

Our facility experts will help uncover and reduce the hidden costs associated with multiple suppliers. Our team of product matter experts will conduct on-site assessments to fully understand the current products and processes. We then will actively listen to your stakeholder's needs, initiatives, and decision-making criteria to propose a customized solution that satisfies your objectives. Our goal is to translate your desires into a cost-effective reality.

The Right Products at the Ready

Office Depot is one of the very few providers to offer a ready breakroom and cleaning selection that is available for next day delivery. From equipment to food, furniture to upgrade your physical space, the liners and receptacles that are breakroom appropriate, and a complete offering of cleaning products for jobs as simple as wiping off tables, to as complex as total cleaning solutions per dilution systems – you can rely on Office Depot for all your cleaning and breakroom needs.

Facilities Solutions:

Office Depot's Workspace Facilities assortment features quality products for all your facilities – cleaning, breakroom, and facility supply needs:

- Ensures satisfaction with products from well-known manufacturers in the industry – Kimberly-Clark, Georgia-Pacific, Cascade®, AEP, Betco®, Clorox®, GOJO®, Keurig®, Solo Cup®, Coca-Cola®, etc.
- Includes Office Depot branded products that provide superior performance and great value across multiple product categories.
- Offers products to help meet your needs, including sustainability with products made from recycled material, that are recyclable, reduce overall use and waste, or that are made from rapidly renewable fiber.

Breakroom Services

Office Depot can offer a variety of nationwide facility services for beverage station installation, and break/fix your brewer or filtered water system. We have everything you need to streamline the entire procurement process. Our facility experience and expertise can assist your business with a full spectrum of customized solutions.

- Equipment / Coffee Brewers. We provide brewer options for both traditional coffee as well as single-cup systems.
- Water Filtration. We provide water filtration systems in both countertop and floor models. The combination of clean drinking water and a modest environmental footprint in comparison to bottled water frequently makes sense in both economic and sustainability goals.
- Service. We have an in-house service group that makes installs and break/fix service cost-effective. Our in-house team confirms all installations or service calls prior to scheduling. We coordinate the installations and communicate to your end users as required for broken equipment. All installation billing is from Office Depot and we are your single point of contact.
- Breakroom Essentials
- Snacks and Food. Over 300 items ranging from healthy snacks to traditional pick-me-ups like candy, cookies, and salty snacks, as well as single-serve breakfast and lunch items.

Green Solutions:

Office Depot offers a premier selection of eco-conscious products to help you make a difference in your facility. By understanding your environmental goals, we can help you choose the right products with green attributes.

- Paper products from 100% recycled materials
- Hundreds of products with LEED® credits
- Eco-conscious cleaning products from plant and mineral-based ingredients
- National eco-conscious brands, including GreenWorks® and Seventh Generation™, Office Depot® Brand greener choices and more

Office Depot offers a growing range of GreenSeal Certified cleaning products designed to improve indoor air quality (IAQ) by the reduction of toxic chemicals used in manufacturing and the toxins released into the air while in use. The certifications mean that an independent organization monitors and verifies that the products do improve IAQ. We can also provide reporting on cleaning products purchased through Office Depot that are GreenSeal or EcoLogo certified.

The Office Depot Difference:

Office Depot is committed to consistently delivering world-class service in everything we do for you – that includes providing everything you need for your facilities, cleaning, and the breakroom. The impact of business made personal – *that's the Office Depot difference*.

Safety and Security

As schools shift to modern learning and modern environments, a top priority is the safety and security of the students, staff, and faculty, no matter where they are within the school. And, in the 21st century, school safety also relies on safeguarding critical information, assets, and systems. Safe schools have a sense of comfort and are more conducive to preparing children for the demands of a competitive, global workforce.

How Do You Get There? Schools typically follow this roadmap to improve the safety and security of their campuses. First, they use the network as the platform to achieve effectively, efficient collaboration and information sharing. Next, they deliver all services over a centrally managed, converged IP network. They implement well-planned, robust network architectures and infrastructures for improved communications between faculty members, students, and staff. Finally, use of wired and wireless technologies to ensure that physical environments are safe and network environments are secure.

This roadmap is dependent on various factors such as budget, time, foundation, change management, and overall Region 4 ESC Participating Agency capacity. Office Depot and CompuCom work alongside District leadership teams and their stakeholders to innovation roadmap, achievable and sustainable pathways for our Region 4 Agencies.

Efficiency Services

Customer-Centric Business Review

Office Depot provides planning meetings with our public agencies. Our Business Review process is a high-level summary which ties together all the statistical information that we gather on our performance and resulting time/cost savings. We will provide Region 4 agencies specific performance data based off our programs. This process also allows us to compare each agencies performance to find best practices, innovations and ensure all departments are performing to established standards.

Our review will be customized to provide the specific format and metrics that Region 4 Agencies would like to evaluate. The goal of these reviews is to provide more than "raw data." Our objective is to create documents that will show in one page how we are doing in meeting objectives within the goals of the partnership such as cost reduction, purchasing efficiency, end-user spend, service levels, reallocation of resources into strategic plans.

The Office Depot account management team will assist each Region 4 Participating Agency location by analyzing spending and usage data. This process helps you by providing a consistent quarterly focus to drive greater usage to their core product list, identify rogue spend outside their endorsed contract stationer and analyze actual product usage.

Business Reviews include:

- Our customer's initial objectives
- Previous time-period accomplishments and objectives for the next reporting period

Performance Statistics:

- Purchases by product group
- Sales by location
- Average monthly sales
- Special categories

Performance Measurements:

- Customer Report Card
- Customer Quarterly Review
- Customer Evaluation Survey
- Office Depot's plan of action to ensure customer satisfaction

Strategic Planning

- Initiatives review
- Budgeting and reallocation
- Next steps & planning

Independent Business Reviews:

- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys

Give Back to Schools Program

Office Depot is committed to education across our omnichannel network: retail, direct, and contract, where we are promoting our 5% back to the school's program. This is an opportunity for our Region 4 ESC schools to achieve additional reallocation by earning 5% back through a School Promo ID and retail purchasing.

Office Depot also helps schools spread the word by providing free tools they can use in their School community.

Shoppers can simply make a purchase of qualifying school supplies, provide their school's ID at checkout (in-store and online) and the designated school will receive 5% back in credits for FREE supplies. It's a small act that can make a huge difference.

This is a meaningful way that the entire District community can participate in advancing their School's educational mission.

Future Orders Program

Planning, budgeting, and staffing are important factors in maximizing school resources. Office Depot supports advanced bulk ordering that helps schools do just that.

Schools can plan and maximize budgets by taking advantage of our Future Order capabilities to order back-to-school supplies for a future date, delivered 21-180 days out— and have the peace of mind that their order will be there when they need it.

Best of all, we're committed to having items in stock and we'll provide a consolidated statement for convenience.

Future Order Program features at a glance:

- **Curated school supply list**
  Choose from 2,000 school supplies that you need most
- **In stock and ready**
  Rest assured that our in-stock select items are ready when you need them
- **Delivery**
  Schedule your order to be delivered by your requested time frame
- **Extended cancellation window**
  Take advantage of more time to cancel your order, should you need it
- **Statement consolidation**
  Keep your Future Order items together with one consolidated statement

Stocked Assortment:

Driven by usage from our Region 4 ESC contract, we stock the 2,000 SKUs in the school supplies customers need the most during this season.

Closing Commitment

Our Commitment

We commit to providing our Region 4 ESC partners our creative and professional best and treating them with integrity and respect. We commit to upholding and enhancing our company's reputation for excellence. We customize each endeavor to ensure that what is offered is the best match for the holistic need of the district, teaching teams, educator, and most importantly the learner!

- Committed to Service
- Committed to Solutions
- Committed to YOU!

With all of this, we believe that Office Depot is the right choice for Region 4 ESC and its Participating Agencies. We thank you for this opportunity!

Tab Six:

Additional Required Documents (Appendix C)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03

Office DEPOT

OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 6: Additional Required Documents (Appendix C)

APPENDIX C

ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
DOC #2	Antitrust Certification Statements (Tex. Government Code § 2155.005)
DOC #3	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #4	Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Date _____ Authorized Signature & Title _____

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE

OF REGION 4 ESC's OPEN RECORDS POLICY

EXCEPTIONS

Office Depot has deemed that a limited set of information provided in our response is a trade secret and proprietary and exempt under the Public Information Act. All pages which have been deemed as trade secret and proprietary have been notated in the header of the respective pages in red with the following verbiage. CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT.

Tab	Appendix	Page(s)	Proprietary and Trade Secret
1	Appendix B	13-15	All Contract Exceptions noted on pages 13-15 are considered Proprietary and Confidential, unless contract is awarded
7	Appendix D, Exhibit A	195	Question C – Cooperatives - Office Depot's cooperative contract and state contract annual sales volume is proprietary and confidential and is not publicly reported as a separate line item in our earnings report; all other data is public record.

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Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Office Depot, Inc.

Address

6600 N Military Trail

Boca Raton, FL 33496

Phone

561-438-4800

Fax

800-593-8830

Contact

Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title

Official Authorizing Proposal

Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

INSERT DOC 1295 of FINAL PDF HERE

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, __Susan Cummings_, as an authorized representative of _Office Depot, Inc., a contractor engaged by Office Depot Inc.

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative _____ Date _____

Form Revised 10/27/201

Tab Seven:

National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03

Office DEPOT

OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Appendix D

OMNIA PARTNERS

NATIONALIPA EXPERIENCED • FOCUSED • TRUSTED U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

Requirements for National Cooperative Contract
To be Administered by
OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

REGION 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), is requesting proposals for office supplies, related products and services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams may work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $500M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental

agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost-effective pricing.

2.0 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties, and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to

Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier.

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, Office Depot has gradually become a leading global provider of products, services, and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, Office Depot developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, Office Depot sustained its growth by merging with OfficeMax Incorporated in late 2013 and remains a leader in offering excellence in quality workplace products, services, and solutions. With the acquisition of CompuCom in 2017, Office Depot is expanding its capabilities as a leading omnichannel provider of business services and supplies, products and technology solutions.

Office Depot, Inc. is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, print and document services, business services, workspace facilities, furniture & interiors, and school essentials.

The company has combined annual sales of approximately $10.2 billion, employs 46,000 associates, and serves consumers and businesses in North America and abroad with nearly 1,400 retail stores, award-winning e-commerce sites, and dedicated business-to-business sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax, CompuCom, and Grand & Toy, the company offers its customers the tools and resources they need to focus on their passion for starting, growing, and running their business. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

B. Total number and location of sales persons employed by Supplier.

Office Depot has approximately 1,000 Sales Representatives and Sales Support Team members supporting the contract customers including those that would be covered by the proposed contract. The Public Sector and this contract are supported directly by a special team of the most highly qualified and experienced representatives on our contract Sales Representatives Team.

C. Number and location of support centers (if applicable) and location of corporate office.

Office Depot has approximately 65 sales offices located in the USA at the following locations. There are a few more Sales Representatives who operate from their homes in more remote locations and we do not publish those addresses.

State	City	Address	Zip Code
AL	Birmingham	124 Green Springs Highway	35209
AZ	Phoenix	602 South 63rd Avenue	85043
CA	Burbank	3500 W. Olive Ave., Ste 322,322a,322b&324	91505
CA	Menlo Park	1315 O'Brien Drive	94025
CA	San Francisco	303 Second Street, South Towner, Suite 450	94017
CA	San Diego	6170 Cornerstone Court East, Suite 180	92121
CA	Fremont	6700 Automall Parkway	94538
CA	Signal Hill	3366 East Willow Street	90755
CA	Sacramento	4720 Northgate Boulevard	95834
CA	Santa Rosa	1960 Santa Rosa Avenue	95407
CA	Irvine	2855 Michelle Drive	92606
CA	San Ramon	3000 Executive Parkway, Suite 175	94583
CO	Denver	4600 Havana Street	80239
CO	Denver	4690 Geneva St	80238
CT	Naugatuck	50 Rado Drive	06770
FL	Boca Raton – Corporate HQ	6600 North Military Trail	33496
FL	Tampa	1907 US Highway 301 N. Suite 190	33619
FL	Weston	2925 West Corporate Lakes Boulevard	33331
FL	Tallahassee	4300-2 West Tennessee Street	32395
FL	Orlando	1801 Cypress Lake Drive	32837
FL	Miramar	10004 Premier Parkway	33025
GA	Norcross	190 Technology Parkway	30092
HI	Hilo	280 Makaala Street	96720
HI	Lihue	3145 Oihana St	96766

Hi	Kahului	80 S. Hana Highway	96732
IL	Chicago	300 West Hubbard Street, Suite 202	60654
IL	Carol Stream	515 Kehoe Blvd	60188
IL	Lombard	455 Eisenhower Lane South	60173
IL	Itasca	800 West Bryn Mawr	60143
IN	Clarksville	706 E LEWIS AND CLARK	47129
IN	Indianapolis	3233 N. Post Road	46226
KS	Edwardsville	2401 Midpoint Drive	66111
KY	Louisville	2700 Stanley Gault Parkway	40245
LA	Metairie	6851 Veterans Memorial Blvd.	70003
MA	Billerica	16 Progress Rd.	01821
MD	Columbia	6304 Woodside Court, Suite 6304-A	21046
ME	Caribou	84 Access Highway	04736
MI	Northville	17335 Haggerty Road	48168
MN	Plymouth	1105 Xenium Lane	55441
MN	Maple Grove	7500 Meridian Circle North	55369
MO	Manchester	79 National Way Shopping Center	63011
NC	Charlotte	8658 J. W. Clay Boulevard	28262
NE	Omaha	2809 South 125th Avenue, Suites 390 & 395	68144
NJ	Clifton	4 Brighton Road	07012
NM	Albuquerque	1409 Renaissance Boulevard, NE	87107
OH	Hamilton	4700 Mulhauser Road	45069
OH	Cleveland	3200 Euclid Avenue	44115
OR	Portland	3621 NW Yeon Avenue	97210
PA	Moon Township	200 Cherrington Corporate Center	15108
PA	Bristol	3001 Frost Rd.	19007
PA	Cranberry	250 W Kensinger	16066
TX	Fort Worth	14600 Trinity Boulevard, Suite 300	76155
TX	Houston	6225 West by Northwest Boulevard	77040
TX	Frisco	3880 Parkwood Blvd, Suite 406	75034
TX	Austin	9501 Amberglen Boulevard-Ste 100 & 200 & 150	78729
TX	El Paso	1313 George Dieter Drive, Unit B	79936
TX	Brownsville	585 East Morrison Road	78526
TX	Houston	1990 Post Oak Blvd.	77056
TX	Houston	1246 Silber Road	77055
UT	South Salt Lake City	300 West 2100 South	84115
VA	Bristol	380 Bonham Road	24201
VA	Chesapeake	520A Woodlake Circle	23320

VA	Richmond	7870 Villa Park Drive	23228
WA	Kent	6805 S. 217th Street	98032
WA	Seattle	1016 1st Ave South, Suite 300	98134
WI	Brookfield	16085 West Bluemound Road	53005

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

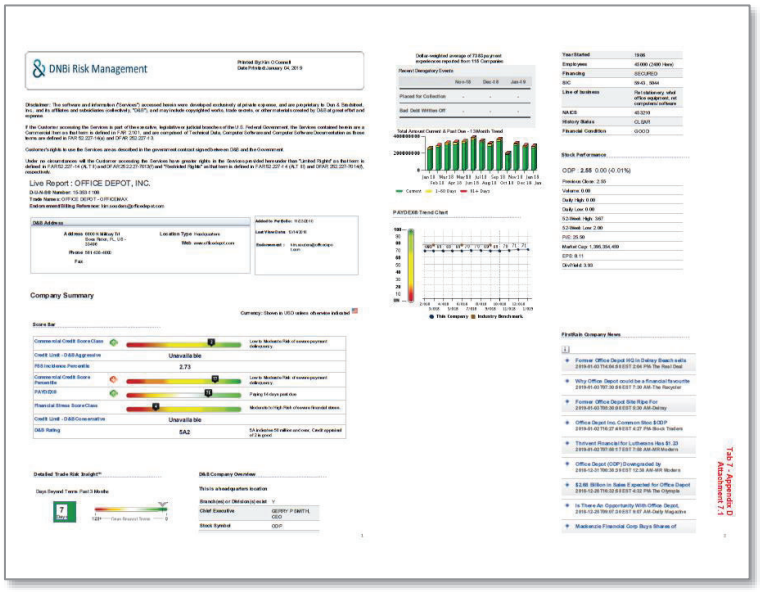
D. Annual sales for the three previous fiscal years.

Office Depot Gross Revenue Year	Amount in US Dollars
2017	$10,240,000,000
2016	$11,021,000,000
2015	$11,727,000,000

E. Submit FEIN and Dun & Bradstreet report.

Office Depot's FEIN is 59-2663954.

We have attached a recent Dunn & Bradstreet report as Attachment 7.1 at the end of this tab.



F. Describe any green or environmental initiatives or policies.

Green Products

All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. We have a dedicated section on the website for information, resources, and solutions that will guide you toward making environmentally-smart decisions.

Products classified as green possess, and are labeled with, at least one of the following environmental attributes:

Save Resources/Avoid Waste

Recycled – contains post-consumer and/or post-industrial recycled materials

Remanufactured – made from quality components of previously used products

Recycling Solutions – designed to make recycling simple and convenient

Designed For Recyclability – easily disassembled by you after use

Helps Avoid Waste – reduces or eliminates material waste and/or chemical use

Leadership Forestry – made with fibre from Forest Stewardship Council (FSC) certified forests or sourcing programs

Responsible Agriculture – source from farms that meet specific leadership standards

Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

Compostable – made from materials that can quickly break down into organic matter (within commercial composting facilities)

Refills/Refillables – designed for continued use, helping avoid single-use disposables

Reusables and Avoid Disposables – designed to be used repeatedly, helping avoid single-use disposables

Rechargeable and Avoid Disposable – designed to be used repeatedly, helping avoid single-use disposables

Save Energy Avoid Emissions

Energy Efficient/Helps Conserve Energy – designed to use less energy used by other products

Renewably Powered – designed to work without relying on an electric connection or disposable batteries

Made With Renewable Energy – manufactured using either solar, wind, geothermal or fuel cell energy

Carbon-Balanced – all or part of the carbon dioxide emissions have been calculated and offset with credible carbon offsets

Use Safer Chemicals/Avoid Exposure

Reduced Harsh Chemicals – made with fewer harsh chemicals, or safer chemicals than typical alternatives

Chlorine Free – unbleached or bleached with Process Chlorine Free (PCF) or Total Chlorine Free (TCF) methods

Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

Biodegradable in Water – safely breaks down in freshwater or marine environments after use

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

Summary of Green Programs

Greener Purchasing Solutions:

- Office Depot GreenerOffice Rating – an industry first green rating system
- Green Book – an industry first, first published in 2003 and an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 eco-conscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices

- Green Select Cart – a web-based "Green Smart Cart" that helps end-users identify greener alternatives at the point of purchase
- Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Greener Operations:

- GreenerOffice Delivery Service – an innovative and industry first, reusable tote and bag delivery program
- Recycling solutions – take back and fee-based recycling options for products
- Reusable promotional products
- Energy-saving power strips
- Water filtering solution
- Minimum Order Value Incentives

Green Reporting & Communication:

- Green Business Review – Our quarterly Green Business Review (GBR) shows purchasing baseline so we can discuss options for improvement
- LEED Credit Report – We support buildings pursuing LEED for Existing Buildings (EB) with pre- and post-performance period LEED EB Credit Reports
- Custom Green Spend Reports – Personalized reports uniquely suited for each customer's need
- Paper calculator – We can help you understand the environmental footprint of your paper choices

Detail of Selected Programs

- *Green Product Assortment*: Office Depot was the first in our industry to introduce a "green" catalog called "The Green Book™" in 2003, which has been published every year since. Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.

- *Green Reporting*: You can't manage what you don't measure; hence the importance of green spend reports and tracking for our customers. We help customers evaluate their green spend at a glance with our Green Business Reviews (GBRs). This report shows your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.

- *TreeUp Program:* Office Depot has teamed up with the Arbor Day Foundation to offer TreeUp — a simple program designed to help your organization reduce its impact on the environment and meet sustainability goals. Here's how it works:

1. We use a custom paper calculator to estimate the amount of wood used and carbon emissions created by your paper purchase.
2. You choose how you want to offset your environmental impact, through either planting trees or offsetting carbon.
3. The Arbor Day Foundation will either plant trees for $1 per tree or offset carbon at a rate of $7 per ton.
4. We provide you with an invoice from the Arbor Day Foundation for the trees planted or tons of carbon offset.

5. You will also receive a certificate highlighting your impact on our planet through tree planting and carbon offsets.

It's a straightforward approach to more sustainable paper purchasing. Talk to your Office Depot representative about planting trees and offsetting carbon through TreeUp today.

Sustainability Report

Office Depot has published a report since 2003 detailing our Environmental and Social Sustainability Programs and metrics. The 2018 version is viewable on our website at Office Depot 2018 Sustainability Report.

(https://www.officedepot.com/fm/files/od/tiles/2018/week_26/sustainability_report_web.pdf?cm_sp=marketing-_-sustainabilityreport_viewreport_-_-help_sustainability-report_main_4_0_0)

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Office Depot provides a range of diversity programs for consideration by the Participating Agencies as described in H. immediately following. When selecting products from Tier 2 Diversity Suppliers there is no effect on the quoted pricing. When electing to involve a Tier 1 Diversity Partner there is usually a cost increase based on the discussions with the Partner. These increases can vary by region and by Diversity Partner and will be discussed during the negotiations with the selected Partner. Office Depot does not dictate those increases.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women-owned, small or disadvantaged, disabled veterans, etc.

Office Depot does not hold any historically underutilized business certifications; however, we offer the availability of our partnerships with numerous regionally located historically underutilized businesses certified by recognized agencies as applicable to each in all categories. These partnerships are Tier 1 diversity relationships and the participating public agency may choose which, if any, they wish to include in their relationship with Office Depot to meet their specific Diversity Goals.

Office Depot is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

The goals of Office Depot's Supplier Diversity Program are to:

- Form strong partnerships with diverse suppliers.
- Pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.
- Ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.
- Affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA) as well as other organizations that share our

goal of making a positive impact on economic development through supplier diversity.

- Effectively highlight the products of diverse suppliers in our national full-line catalog.
- Empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

Office Depot is proud to offer the most comprehensive Supplier Diversity model of its kind. To give diverse suppliers the best opportunities to grow and prosper, we actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.

Our Supplier Diversity team includes:

- Darryl Thomas, Director, Supplier Diversity
- Michael Barbee, Diversity Accounts Manager responsible for Tier I
- Alexandra Most, Principal Consultant Supplier Diversity Operation
- Tira Mann, Consultant, Supplier Diversity Strategy Operations
- Suzanne Lynch, Consultant, Supplier Diversity Strategy Operations
- Carmen Deale, Program Manager, Supplier Diversity Merchandising Tier II

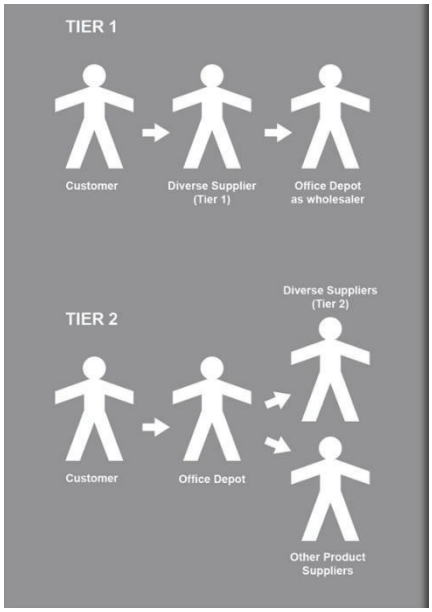
Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

- Enhance capabilities of diverse suppliers
- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products
- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

Vendor Diversity (Tier II)

The Office Depot Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

To support our commitment, the Office Depot vendor development process is organized into five key strategies. They include:



- Seeking out diverse suppliers through vendor fairs and tradeshows
- Offering diverse suppliers an equal opportunity in the vendor selection process
- Forming partnerships with diverse businesses and HUB member organizations including the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA), and National Gay' & Lesbian Chamber of Commerce (NGLCC)
- Marketing diverse suppliers to provide them with national exposure through Office Depot's national catalogs, including our Diverse Supplier catalog, www.officedepot.com, business.officedepot.com, and various diversity magazines that focus on the business of diversity
- Empowering diverse suppliers by raising their capabilities and making them the best source from which to buy

The Office Depot Vendor Development team has officially been in place since December of 1999 and in that time has generated over $3.5 billion in sales.

Supplier Diversity

The Office Depot Supplier Diversity team works to provide opportunities for qualified, competitive small businesses, and women- and minority-owned businesses. Examples of the team's achievements:

The Office Depot procurement team has participated with the NMSDC and WBENC in several capacities in the pursuit of advancing the supplier diversity initiative at Office Depot and within other corporations, including sitting on the Board of Directors of various local councils.

Diverse supplier sales in recent years have been:

2017:

- Tier 1 Sales for 2017 = $170,819,000
- Total Tier II Sales for 2017 = $284,000,000

2016:

- Tier I Sales for 2016 = $220,000,000
- Total Tier II Sales for 2016 = $312,228,158

2015:

- Tier I Sales for 2015 = $266 million
- Total Tier II Sales for 2015 = $ 217 million

Tier I Reseller Program

The goal of the Office Depot Tier I Reseller program is committed to providing the following to interested customers. Office Depot is committed to:

- Developing an alternative growth vehicle that increases market share by providing:
    - Choice – The reseller network has many certifications available to customers to help them meet their diversity corporate goals.
    - Collaboration – The Office Depot Sales team, diversity reseller, and the customer work together and develop a program which meets everyone's goals.
    - Innovation – The diversity reseller uses a consultative approach to provide best practices, technology, and develops new solutions to support a customer's needs.
- Strengthening our position within minority, women, and small business segments
- Initiating job creation, economic, and business development in markets served
- Facilitating the establishment of new minority- and women-owned businesses

A prominent feature that sets the Office Depot Tier I program apart from our competitors is the mentor-protégé support we provide our partners. This benefit allows for training and development of our Tier I partners leading to their long-term growth and economic viability.

We combine world-class e-commerce, distribution, and product assortment capabilities to give Tier I partners a superior position in the marketplace and maximum opportunity for profitable growth. Office Depot provides product, order fulfillment, and a shared services package (customer service, sales, and marketing support, etc.) that benefits our Tier I partners with:

- Brand association
- Purchasing power
- Efficient supply chain
- Marketing expertise
- Training expertise
- E-commerce platform
- Mentor-protégé support
- Customer Benefits

Our Tier I Reseller Program provides customers with a legitimate and viable solution to their supplier diversity needs. Tier I customers benefit from:

- Broader product assortment
- Easier order entry options
- Enhanced distribution capabilities
- Enhanced customer service
- MWDVE purchasing credit

I. Describe how supplier differentiates itself from its competitors.

Only at Office Depot

Office Depot's unique offerings bring unusual value to Participating Agencies in areas which may be highly important to those Members, providing them opportunities not available from other suppliers. These include:

- Certificates for trees planted or carbon offsets purchased in the Members name which they can post or publish under the TreeUp program based on purchasing thresholds of paper by the Member. Office Depot will purchase the trees or carbon offsets and provide the Member the Certificates. The Arbor Day Foundation TreeUp program is described in our sustainability program under 3.2.F.

- In-Store self-printing capability using Members Credit Cards enabling quick printing of small jobs in the Office Depot / OfficeMax Retail Store near you. Pay directly at the printer using your pre-registered card to receive your contract pricing and no waiting in line for a sales associate to help

you. You can send the print job to a drop box and just enter the code at the printer, or you can bring the job with you on a flash drive. Most Stores have printers waiting for you. Large print jobs are best handled by the print specialist in each Store.

- A new group in Office Depot specializes in customer satisfaction. The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less than complete satisfaction.

- All Office Depot / OfficeMax Retail Stores offer all customers the opportunity to donate a portion of their total purchase value to a pre-registered local qualified school of their choice at the time of purchase (usually 5% with some restrictions). The donated funds are provided to the school on a periodic schedule in the form of credits for supplies purchases from Office Depot.

Office Depot's other main areas of distinction include:

- World-Class Reporting Capabilities
- Leading Diversity program with three-dimensional approach
- Benchmark Environmental program

Other key differentiators include:

- Largest portfolio of products and services in the industry with value-adds:
    - Janitorial & Breakroom Supplies
    - Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers)
    - Print-on-Demand
    - Virtual File Cabinet
    - Brand Identity
    - Managed Print Services
    - Promotional Products
    - National copy and print program for in-store use
    - Furniture
    - Over 200,000 technology products competitively priced
- Employee Discount Programs
- Office Depot stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middlemen that add cost to the sale price.

- Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services.
- Customer Centric Business Reviews presented with cost savings and continuous improvement opportunities
- Well-Seasoned Customer Service team with a One-Call-Resolution process
- 26 U.S. Distribution Centers and a network of delivery points to provide local reliable next-day service
- Supply Chain Excellence with industry-leading inventory turns
- Single-order platform for all products and services
- World-Class Business Contract Website offering multiple features and cost savings benefits
- Unique customized solutions for your business that will stay flexible throughout the life of our agreement.
- Contract Compliance organization, which monitors all customer agreements. This shows Participating Agencies our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.
- Retail Synergy Program affords contract pricing to customers when shopping our 1,300+ stores throughout the U.S.

These combined resources will provide all Participating Agencies locations, from the Main Offices to the smallest location, a level of service that exceeds Member expectations.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Office Depot is a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Office Depot is not subject to debarment or suspension actions to the best of our knowledge.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

With 30 years of experience partnering with local government and school districts, Office Depot continues to evolve our portfolio. We continue as your trusted supply partner, but we recognize that modern supplies are beyond tradition. Therefore, Office Depot invests in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer "modern supplies" and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with Region 4 and a future of empowering modern districts and learners across the country.

True to our mission of helping our customers work better, Office Depot has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Commitment to Learning™ initiatives! To do this better, we have established an internal professional learning community including prior educators who work as "voice of educator" with our business teams. In this, Office Depot is better equipped to listen and understand key educational insights to best support the work of learners and educators across the country.

As a full-service supply company, a national furniture dealer (Workspace Interiors by Office Depot™), and with recent investment in our innovative technology company CompuCom™ we are proud to share a full spectrum of modern, relevant, and holistic services. Below you will find the full spectrum and explanation of our K-12 offerings: Healthy Schools, Modern Learning Resources, Services, and of course supplies!

Paper

Office Depot has aligned ourselves with the largest copy paper suppliers in North America to best support our customers and distribution centers. Our primary partners, being Boise & Domtar, who have been Office Depot's vendors of choice for years. By funneling as much business as possible through these resources, we have lowered the cost-to-serve for Office Depot and have become the single largest paper buyer for this supplier. In fact, Office Depot is one of the largest buyers of paper in the world today. This guarantees us aggressive pricing in the market, which in turn we pass on to our Region 4 members.

Our strategic relationships have also improved the efficiency of our supply chain and have allowed for more accurate forecasting of our purchases. As a result, the flow of goods is much smoother for our vendors, without the peaks, valleys and spot buys of the past leading to consistent access for School operations. Our vendor relationships allow us to provide bulk buy paper solutions to include pallet and truckload pricing on select cut-sheet papers.

Due to the volatility of the paper market, we have no formal written agreement with any of our paper suppliers. We will continue to react as the market changes and work to offer Region 4 members the most advantageous cost in the bid process. Our strategic relationships and large volume will work in our favor when the paper market changes. With our partnerships securely in place, we will be assured steady shipments of goods when other suppliers may be struggling.

Office Depot offers many recycled paper solutions and has several enhancements to its branded lineup of copy, inkjet and laser papers that may be of interest to Region 4 members. Office Depot also offers 100% recycled Office Depot paper and Domtar FSC Earth choice paper.

Office Depot's enhanced branded offerings consist of the following papers: Premium White Copy Paper, Premium Enviro Copy Recycled Copy Paper, Platinum Super White Copy Paper, Premium Inkjet Paper, Premium Laser Paper, Platinum Color Inkjet Paper, Platinum Color Laser Paper, and Platinum Color Copy Paper.

Approximately 90% of the cut-sheet papers sold by Office Depot is certified by one of the four main responsible forestry certification standards, CSA, FSC, PEFC or SFI.

Non-Cut Sheet Paper Solutions: Office Depot offers over 1,000 non-cut sheet paper products in the Green Book.

Office Depot introduced Office Depot Green, a line of products including paper, that is designed to be very Green with environmentally friendly packaging and high recycled content in the product and packaging.

Increased Recycled Content: Perhaps the most noteworthy change in the Office Depot lineup concern environmental performance is that all red top copy paper is 0% PCW and the Green top copy paper is currently at 30%.

Additionally, all Office Depot brand paper is now elemental chlorine free, employing an advanced brightening process to reduce pollution while enabling the production of bright, white paper.

Toner

Office Depot sells more ink and toner worldwide than any other reseller. We use this buying power as leverage to acquire the best volume discounts, as well as promotional support to drive down costs and increase sales in the category. We typically order in pallet and/or truckload quantity, allowing us to have the lowest unit price. Office Depot has a low-cost structure for receiving, picking, packing and delivering product to the end user.

Office Depot offers both OEM, remanufactured, and third-party OEM toner products. We offer a comprehensive toner reference in both our hard copy and online catalogs. Our print catalog clearly identifies whether an item is OEM, remanufactured, or third-party OEM and provides both the manufacturer and the manufacturer's part number.

Our website identifies product descriptions, toner yields, and the status of the toner cartridge as either OEM, remanufactured, or third-party OEM.

Office Depot branded cartridges are an important way for customers to save procurement dollars while maintaining the same quality as OEM products:

Quality: Independent industry experts regularly test Office Depot brand cartridges. Our cartridges provide print quality and page yield equal to the National brands.

Remanufactured – Not Refilled: The plastic core of the ink and toner cartridges is refurbished while ALL critical components are replaced or refurbished and 100% post-production tested.

IT peripherals

Office Depot, Inc. is a highly qualified vendor for Technology Products, Services, and Solutions. We can accommodate a nationwide demand for product/services and fulfill the obligations for our customers nationwide. Office Depot, Inc. will provide the products and associated services offered in this RFP response. Therefore, Office Depot, Inc. hereby offers our complete catalog of products and services, including but not limited to the following categories:

Computer Hardware

Servers, Desktops, Notebooks, Laptops, Tablets

Computers have become an absolutely essential aspect of our everyday life. Whether it's a desktop computer, a lightweight laptop/notebook, or a touch-tablet, there is a device to fit all needs. Not only has the personal style of computers changed, but the processing power of these machines has consistently advanced under a 'doubling effect' (known as Moore's Law).

The K-12 space has experienced some of the most significant impacts. Environments consisting of a single teacher operating a single desktop quickly morphed into an entire computer lab environment, augmenting the actual curriculum to include 'computer training' like any other field of study. Fast forward to the modern age and computers 'as a field of study' have shifted to computers 'as a learning tool.' 1-to-1 and BYOD environments are now a standard for the modern classroom, and the advent of the Chromebook Android devices is propelling us toward an Internet-based learning space.

Technology and its components are a universal language; all entities and organizations within all vertical segments depend on being communication, research, and collaboration. Behind the scenes of every user-device (or 'client') is the device that manages them; the server. Servers are the backbone of the client device and are available in a wide variety of forms factors and functionalities. Tower, rack or blade designs can be infused with remote, power or safety management features, all of which make it possible to manage a network, share files across the user-spectrum, manage resource access rights, send/receive email, host a website, manage a cloud environment, or simply maintain smooth print management.

Office Depot, Inc. has strategic relationships with the top market leaders in the computer systems industry. Our Technology Solutions professionals are trained and expertly positioned to meet the needs and demands of the modern-age Public Sector organization.

School equipment

Learning is now student driven and active. To best accommodate modern learning, environments today transcend the confines of the traditional "classroom". Office Depot has curated a variety of modern environment concepts. These concepts, designed by Office Depot with insights from our education team and feedback from our educator partners across the country, reflect common modern learning trends.

Office Depot provides complete classroom furniture solutions. Whether the need is centered on matching and expanding existing facilities or providing new progressive classroom solutions, Office Depot has products to the meet your style and budgetary requirements to furnish the needs of your Participating Schools. We offer an in-stock program for those times that you just can't wait, along with quick-ship options and custom capabilities. We also offer Modern Learning Concepts that are aligned with instructional practices for modern learners. Our goal is to free up your time for the learning/teaching environment while we take care of your planning, design, and furnishing requirements at contract value pricing.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Office Depot proposes to provide products and services offered to all 50 USA States and to the territory of Puerto Rico.

Office Depot operates a Business-to-Business Delivery Network that allows us to maintain a local, regional, and national presence. Our delivery network consists of our own trucks, UPS, and contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

Office Depot fills and delivers over 100,000 deliveries a day with an on-time delivery rate of 99% based on reconciled manifests. That accuracy is possible because we have a fully integrated warehousing system and operate our own coast-to-coast distribution and delivery network.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- Online website ordering, 5:00 PM local time
- EDI ordering, 6:00 PM local time
- Toll-free telephone ordering 5:00 PM local time
- Fax and email orders, 3:00 PM Eastern Time
- Mail orders, 3:00 PM Eastern Time
- Your authorized buyers can purchase items in an Office Depot or OfficeMax retail store at contract prices any time the store is open

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

Office Depot uses our own vehicles and dedicated third-party carriers for most of our outsourced deliveries. Several of these carriers have worked with us for 10 years or more. Our primary dedicated third-party carriers are:

- Exel Logistics / DHL
- Cardinal Logistics

- Dynamex Inc.
- Hazen Transport
- Courier Express
- First Choice
- Elite
- Alpha Logistics
- Eagle One
- Capital
- DPX
- Lasership

All dedicated carriers are required to:

- Wear co-branded uniforms
- Use co-branded trucks
- Use Office Depot's GPS Tracking on all deliveries. GPS Tracking Includes:
- Wireless 2-way communication
- Package scanning (to truck and to customer)
- Real-time "proof-of-delivery" tracking (signature and time stamp)
- Real-time GPS tracking and monitoring
- Real-time updated forecast of probable delivery window
- Maintain a 99.5 on-time delivery percentage
- Run routes as scheduled by Office Depot via RoadNet

Office Depot tracks and monitors all third-party dedicated routes on a real-time basis in a centralized dispatch office. We track and monitor routes in order to proactively address any delivery issues.

Office Depot also contracts with several regional carriers for less dense routes where it is more cost effective to load share with other packages. These carriers are not co-branded on their trucks or their uniforms but are still responsible to provide Office Depot's world-class service. These providers include:

- Kruse
- Priority
- Dunham
- Valley Courier

Office Depot uses UPS for small orders on less dense routes. Often, although not always, the UPS tracking number shows on the Office Depot order tracking screen and you can locate your shipment if it is in the UPS system, just like you can locate shipments that show in Office Depot's GPS tracking system.

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Office Depot owns and operates a nationwide network of 26 Distribution Centers (warehouses) for customer delivery. Our distribution centers have a state-of-the-art Warehousing System. We offer next business day delivery in most delivery areas and a goal of high fill rates. Our distribution centers are in the following cities across the United States.

Office Depot Distribution Center Locations	
Anchorage DS #557 201 E 6TH Avenue, Anchorage, AK 99501	Fairbanks DS #6466 24 College Road Fairbanks, AK 99701
Seattle (Kent) DC #1078 6805 South 217th Street Kent, WA 98032	Juneau DS #6858 8745 Glacier Highway #103 Juneau, AK 99801
Dallas (Grand Prairie) DC #1079 2220 North Highway 360 Grand Prairie, TX 75050	Chicago (Itasca) DC #6869 800 W Bryn Mawr Avenue Itasca, IL 60143
Denver DC #1080 4600 Havana Street Denver, CO 80239	Bristol DC #6871 3001 Frost Road Bristol, PA 19007
Houston DC #1127 6225 West by Northwest Boulevard Houston, TX 77040	Orlando DC #6876 1801 Cypress Lake Drive Orlando, FL 32837
Fremont DC #1135 6700 Automall Parkway Fremont, CA 94538	Columbus DC #6877 1331 Boltonfield Street Columbus, OH 43228
Ft. Lauderdale (Weston) DC #1165 2925 West Corporate Lake Boulevard Weston, FL 33331	Portland DC #6881 125 Industrial Way Portland, ME 04103
Cincinnati DC #1170 4700 Mulhauser Road Hamilton, OH 45011	Waipahu DC #96797 94-1489 Moaniani Street Waipahu, HI 96797
Atlanta (Buford) DC #1214 2500 Mill Center Parkway Buford, GA 30518	Hilo DC #6888 280 Maka'ala Street Hilo, HI 96720

Phoenix DC #5101 602 South 63rd Avenue Phoenix, AZ 85043	Lihue DC #6889 3145 Oiahana Street Lihue, HI 96766
Los Angeles (Signal Hill) DC #5125 3366 East Willow Street Signal Hill, CA 90755	Kahului DC #6890 80 South Hana Highway Kahului, HI 96732
Newville DC #5910 950 Centerville Road Newville, PA 17241	Carolina DC #6891 887 Km 3.0 Barrio San Anton Carolina, PR 00984

DC = Distribution Center
DS = Delivery Store

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

Office Depot operates more than 1,300 Office Depot and OfficeMax Retail Stores in the USA which will provide Participating Agencies products and services at the contracted prices upon presentation of a pre-registered Credit Card at the time of purchase.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as suppliers primary go to market strategy for Public Agencies to supplier'

as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

Upon award of the contract Office Depot has a detailed ninety-day plan with our go-to-market strategy to implement the Master Agreement as a supplier and make Public Agencies aware of the contract award.

Office Depot has implemented new tools for Sales reps to access collateral and sales related materials. The new system, called Seismic, will allow sales reps to easily locate and send, via e-mail, contract related collateral as well as offers and sales materials.

Sales reps will be made aware of the contact award through corporate announcements, conference calls, e-mail announcements, and Regional sales meetings.

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Office Depot will involve executive leadership to endorse the award of the contract and communicate to the entire sales team the go-to-market strategy within the first 10 days of the contract.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Office Depot will begin training and education of the sales force within the first 90 days by utilizing SKYPE meetings, conference calls, regional meetings, and Corporate communications and announcements and our new collateral management system, called Seismic. Seismic will allow training materials to be accessible to all field reps at any time needed, thus furthering the reach of the training materials.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Upon award of the contract Office Depot has a detailed ninety-day plan to market the contract to all participating Public Agencies, both existing agencies as well as customers who are not yet cooperative

members. Office Depot has implemented new tools for Public Sector reps to access collateral and sales related materials.

The new system, called Seismic, will allow sales reps to easily locate and send out contract related collateral as well as offers and sales materials to both new and perspective customers. Please see our proposed 90 day plan under 3.3.B.viii.

i. Creation and distribution of a co-branded press release to trade publications

Office Depot will create a press release with quotes from OMNIA/Region 4 ESC and Office Depot executives announcing the contract and highlighting benefits of the partnership. Office Depot will create and distribute a co-branded press release both internally and to trade publications – including, but not limited to, American City & County, Government Procurement, etc.

ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days.

Within 90 days of contract award the contract information and details will be available in the business.officedepot.com website.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Office Depot is committed to providing our sales teams with the tools they need to successfully communicate the values of this contract upon award. Our marketing team has developed a robust plan to ensure we deliver these elements.

To better serve reps ability to search, locate and send collateral to new and perspective customers a new system for collateral management has been adopted by Office Depot. Seismic, the new collateral management system, has expanded search capabilities and will allow materials to be sent via e-mail directly from Salesforce – out CRM system.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Office Depot is committed to supporting OMNIA Partners at all national events, including the NIGP Annual Forum, NPI Conference, etc., as well as Regional Events including Chapter Meetings, Regional Summits, etc.

Office Depot has already committed to our NIGP Sponsorship and our place at the NIGP Annual Forum in August.

Additionally, we support the OMNIA/Region 4 ESC Teacher and Principal recognition events through direct sponsorship and supplying give-way items for the teachers and principals who attend the events.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Office Depot has already committed to participate in the NIGP Annual Forum and has selected our booth space, which will be staffed by Office Depot representatives including support from Marketing and local area sales representatives.

As in the past Office Depot will assist with promotion and marketing efforts for the Forum including advertising in trade publications as well as direct support for the sponsor lounge and other projects as directed by OMNIA Partners. In the past we have provided technical assistance with the sponsor lounge, involving our vendors to supply monitors, etc.

Office Depot historically has procured a 20x20 booth at the NIGP Forum, served refreshments in the booth, and provided games and give away items for the show attendees. Our booth continues to be one of the most popular at the show.

Office Depot also attends Business Council events at the NIGP Forum including panel discussions and planning meetings.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Arrangements are already in place for advertising in trade publications to support the contract throughout various terms of the agreement. Additional advertising will be purchased to support various

marketing efforts in conjunction with OMNIA Partners. These publications include, for example, American City & County and Government Procurement.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

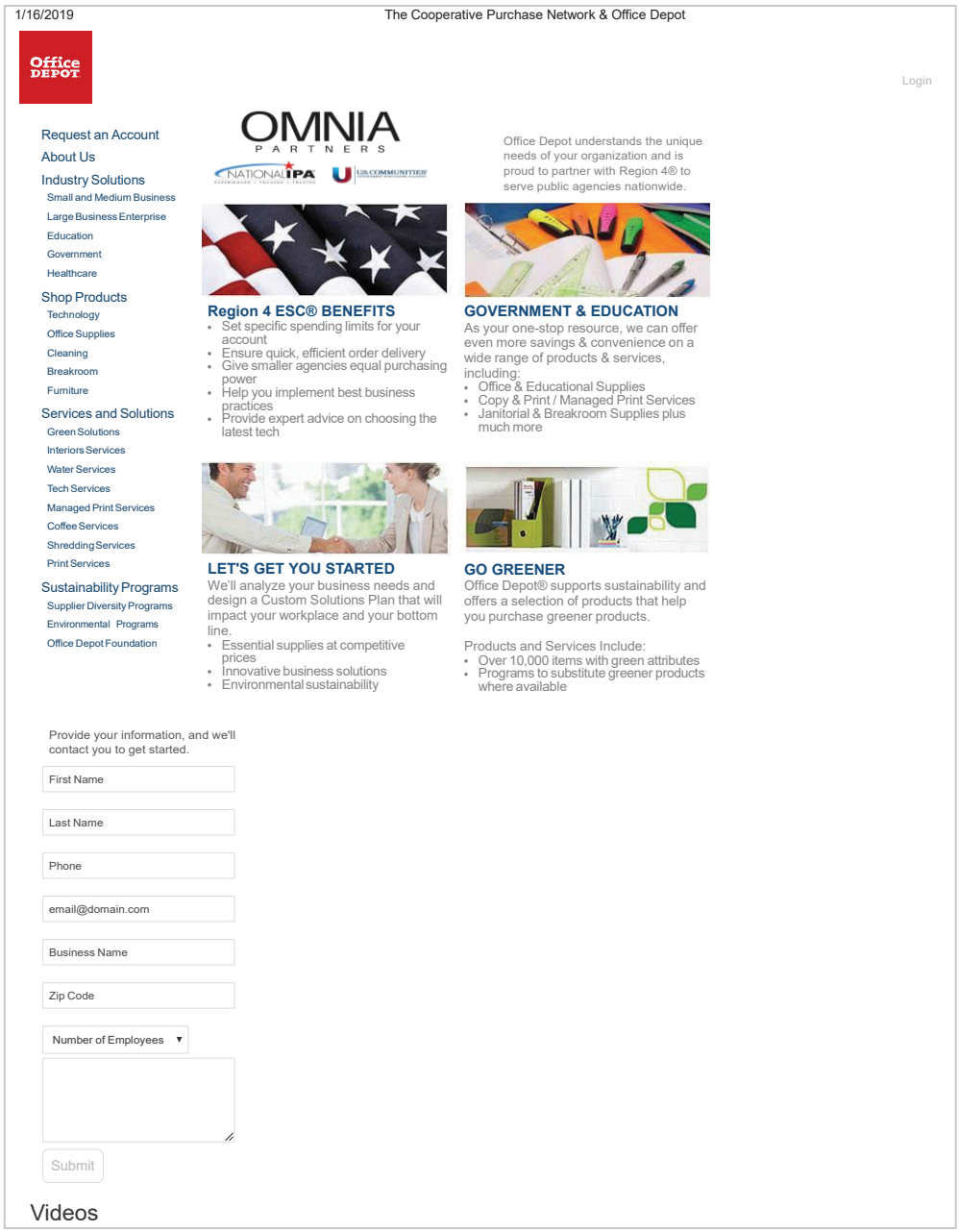
Office Depot is committed to providing our sales teams with ongoing marketing and promotional materials to support the contract throughout its term. Throughout the term of the agreement collateral pieces will be newly designed to support initiatives and updated to continue the support of existing programs. All collateral will be presented to OMNIA Partners for approval before distribution. Our new collateral management system, Seismic, will be key in allowing sales reps unhindered access to presentations and promotional materials, as well as an efficient way to send to customers directly from Salesforce, our standard CRM tool.

In 2018 a newly designed collateral piece was designed specifically for rural school districts and co-branded with National IPA. This is but one example of the collateral that will be produced and co-branded with OMNIA Partners to further the contract adoption. Please see the marketing calendar for the first 12 contract months under 3.3.B.viii.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Office Depot agrees to provide a dedicated OMNIA Partners web-based home page on our website similar to the current page we provide on http://www.officedepot.com for the TCPN homepage. See a draft mock-up following. We will use a logo that you have pre-approved and it will include all of the items listed under viii. above, as requested.



Mockup of the proposed OMNIA / Region 4 ESC page on Office Depot's website with all the elements required in paragraph viii above.

Office Depot 90 Day Plan	Week #											
	1	2	3	4	5	6	7	8	9	10	11	12
Implementation	WE 5/4/19	WE 5/11/19	WE 5/18/19	WE 5/25/19	WE 6/1/19	WE 6/8/19	WE 6/15/19	WE 6/22/19	WE 6/29/19	WE 7/6/19	WE 7/13/19	WE 7/20/2019
Write and distribute co-branded press release to trade publications, including posting to Seismic (Office Depot collateral platform)												
Update sales presentation to include new terms and benefits of renewed contract												
Training sessions (via Skype) to sales organization, sessions to include executive participation												
Update business.officedepot.com, internal Office Depot SharePoint site and OneDrive locations with new contract information/changes and logo												
Reminder communication for reps to contact Public Sector customers they call upon and review contract						→					→	
Involve OMNIA/National IPA/Region 4 staff in follow up conference calls in key markets												
Encourage customers in Public Sector to join OMNIA/National IPA or review benefits if not already members during sales calls												
Provide co-branded collateral, and case studies, to ensure customers understand the importance of moving to the new program						→					→	
Message from executive leadership to reiterate the importance of the OMNIA/National IPA/Region 4 ESC relationship				→							→	
Bulletin Board messages for all existing cooperative customers reminding them of benefits												
Partner with OMNIA/National IPA staff to introduce Office Depot sales team to key existing National IPA customers						→	→	→	→	→	→	
Co-branded marketing piece in publications such as GovPro and City & County												
Quarterly Offers from Vendors to support Region 4 ESC sales efforts	Current Contract				New Contract Launch							
Attendance at NIGP Forum - Booth has been reserved												8/19/19

During contract implementation Office Depot will use this 90 day calendar to ensure the described events occur as required. We will be pleased to consider adjustments based on discussions with OMNIA Partners.

Office Depot Marketing Calendar	Month of											
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
Quarterly Promotions & Offers												
Quarter 1												
Quarter 2												
Quarter 3												
Quarter 4												
Product Category Focused Events												
Janitorial K-12 and Higher Ed Virtual Tour												
2019 Back to School Campaigns												
Trade Shows												
NIGP Forum 2019, Austin, TX												
NAEP Annual Meeting, Kansas City, MO												
NAEP Regional Meetings - Fall												
2019 Regional Summits												
New York												
San Diego, CA												
Minnesota												
Atlanta, GA												
Chicago area, IL												
Dallas, TX												

This is the proposed Office Depot Marketing Calendar for the first 12 months of an awarded contract from OMNIA / Region 4 ESC.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Office Depot has developed a comprehensive cooperative portfolio to allow public agencies to utilize cooperative contracting that most aligns with their current methodologies, geographical regions, segment alignment, and procurement initiatives. In developing this portfolio, Office Depot has utilized a limited number of cooperative partners. Today, Office Depot's primary cooperative partner is OMNIA Partners, having been awarded nine (9) contracts with which both organizations actively promote to provide value to the agencies they serve. Office Depot continues and will continue to serve public sector agencies using the "best fit" methodology, which may include National & Regional cooperative contracts as well as providing stand-alone contracting solutions for those agencies that need/require this contracting method. Office Depot has fully embraced and will continue to embrace cooperative contracting as a meaningful procurement solution for public agencies.

Below is Office Depot's current National Cooperative portfolio.

Cooperative / State Agency	Discount Offered	Expires
Region 4 ESC - OMNIA Partners - Janitorial Supplies - R162102	Fixed Pricing	2/28/2023
Region 4 ESC - OMNIA Partners - Technology Supplies - R160204	Discount by Category	8/1/2021
Region 4 ESC - OMNIA Partners - School Supplies - R141605	Fixed Pricing	2/28/2020
Region 4 ESC - OMNIA Partners - Office Supplies - R141703	Fixed Pricing	2/28/2020
Region 4 ESC - OMNIA Partners - Furniture & Installation - R142212	Fixed Pricing (Catalog) Discount by Category (Special Order)	5/1/2020
Region 4 ESC - OMNIA Partners - Managed Print Solutions - R171404	Fixed Pricing	2/28/2023
City of Tamarac - OMNIA Partners - Office & School Supplies	Discount by Category	10/18/2019
State of Florida - OMNIA Partners - Office Supplies	Discount by Category	4/17/2027
Oregon State University - OMNIA Partners - Office Supplies & Furniture	Fixed Pricing (&) Discount by Category	12/31/2023
State of Oregon - NASPO-ValuePoint - Office Supplies	Discount by Category	1/4/2023
Oakland County, MI - America Saves - Office & School Supplies	Fixed Pricing (&) Web Less by Catalog	9/24/2025

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Office Depot agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo(s) in marketing communication and promotions within the logo guidelines we will specify. We agree that our use of the OMNIA Partners logo will only be done with your permission.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive contract

Office Depot acknowledges and agrees to E. within the terms of our final agreement.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Immediate mobilization of Office Depot cross-functional departments responsible for the successful launch and support of the new program will include:

Sales Training

Office Depot's dedicated team of Cooperative Contract National Account Managers will be responsible for the implementation of the OMNIA Region 4 ESC Contract. This dedicated team of seven (7) people will work closely with our local sales representatives as well as our inside sales representatives, ensuring that all teams are properly trained to service customers participating in the OMNIA Region 4 ESC office supplies program. Training will include webinars highlighting the details of the program and positioning of the OMNIA Region 4 ESC office supplies offer. Sales team training is a continuous process commencing with the contract implementation and continuing through the term of the contract including any renewals and extensions. All appropriate Sales Representatives are trained in special sessions or during the weekly regional sales meetings by the dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary Sales Sheets and other promotional material appropriate for their customer base.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Executive Support

Steve Calkins

- President; BSD Contract Sales
- 12+ Years w/ Office Depot
- JD – University of South Carolina | BA – Michigan State University
- (561) 438-7512 I steve.calkins@officedepot.com
- Manages the company's business to business and government contract sales group.

Tom Riccio

- Sr. Vice President; Strategic Partnerships
- 15+ Years w/ Office Depot
- BS – Iona College
- (407) 284-0131 I thomas.riccio@officedepot.com
- Responsible for the retention and acquisition of Public-Sector sales along with the private sector in the $1M+ segment. Experience and oversight for Public Sector Cooperatives, Healthcare GPO's, Buying Groups and Tier 1 Sales.

Susan Cummings

- Vice President; Public Sector
- 9+ Years w/ Office Depot
- BA – Spring Arbor University
- (248) 961-2440 I susan.cummings@officedepot.com
- Develop strategies and tactics to support the field sales team and create value for our Public-Sector customers. Work cross-functionally to make sure all departments within Office Depot are aligned and
- supporting the partnership goals and objectives.

ii. Marketing

Marketing

Sharon Bobowski

- Senior Manager - Marketing
- 8+ Years w/ Office Depot
- MBA – Lynn University (Marketing & Finance)
- (561) 438-4421 I sharon.bobowski@officedepot.com
  - Manage team of public sector marketing analysts. Leveraging expertise in strategic planning, process improvement, analytics and metric reporting to drive performance and add value and insights for our OMNIA partner contract relationships.

Charles Kasprzak

- Senior Marketing Analyst
- 14+ Years w/ Office Depot
- BBA – Florida Atlantic University
- (561) 438-2906 I charles.kasprzak@officedepot.com
- Support Marketing strategies and annual operating plans by working with GPO / Co-Op partners and field sales leaders. Works closely with the Creative team to build marketing materials and supporting collateral. Engage with merchants and vendors to develop collateral for adjacency sales. Supports Marketing efforts for "Federation" members – recent office supply company acquisitions by Office Depot.

Carla Fulmore

- Senior Marketing Analyst
- 12+ Years w/ Office Depot
- MBA – Florida International University
- (561) 438-4904 I Carla.fulmore@officedepot.com
- Responsible for developing and implementing the K-12 marketing strategy. Manages K-12 Association sponsorships and partnerships. Coordinates local campaigns, community initiatives, and seasonal BTS events

iii. Sales

Sales Team

Valya Broyer

- Director – Strategic Partnerships
- 30+ Years w/ Office Depot
- (303) 704-8107 I valya.broyer@officedepot.com
- Cultivate and manage the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio.

Pam Pedler

- Director – Public Sector Partnerships
- 20+ Years with Office Depot
- BS - Russell Sage College – Troy NY
- (860) 883-9281 I pam.pedler@officedepot.com
- Assist in the growth of all public sector program; my team works with K12 customers and prospects to implement new programs, for example – Drone and Drone Curriculum Program

Nancy Davis

- National Program Manager, Public Sector – Region 4 ESC contract portfolio
- 25+ Years w/ Office Depot
- BS – University of Nebraska (Lincoln)
- (602) 317-5257 I nancy.davis@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a primary focus on the Region 4 ESC contract portfolio. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

Billy Grimmett

- Program Manager, Public Sector Education, and Government
- 21+ Years w/ Office Depot
- BS – East Carolina University
- (682) 225-0423 I billy.grimmett@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners with a focus on the City of Tamarac and Region 4 contracts.

Paul Martorella

- Program Manager, Public Sector Education, and Government
- 37+ Years w/ Office Depot
- Long Beach Poly High School / Long Beach City College
- (562) 810-8270 I paul.martorella@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners & Region 4 contracts.

Jennifer Jimenez

- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – San Jose State University
- (408) 603-9011 I Jennifer.jimenez@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a focus on the Region 4 ESC & Oregon State University contracts. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

John T. Saunders

- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – Michigan State University
- (248) 497-6855 I john.saunders@officedepot
- Responsible for the cultivation & management of public sector cooperative contracts; supporting the Midwest Region sales teams.

Frank Zarrillo

- K-12 Program Manager
- 15+ Years industry experience
- BA – Rowan University
- United States Marine Core – 3 years service
- (908) 894-0556 I frank.zarrillo@officedepot.com
- Drive growth initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

iv. Sales Support

Sales Support

Andrea (Turner) Konopacki

- Lead Consultant, Growth Strategy
- 7+ Years w/ Office Depot
- BA – University of North Florida
- (561) 755-2621 I andrea.turner@officedepot.com
- Dynamic growth public sector strategist with a passion for elevating business models, customer engagement, and bottom line results

Diane Turley

- Global Service Consultant
- 14+ Years w/ Office Depot
- BA – University of Texas (Arlington)
- (817) 475-2079 I diane.turley@officedepot.com
- Responsible for supporting the OMNIA partner contracts and clients.

v. Financial Reporting

Financial Reporting

Francine Staton

- Lead Regional Performance Consultant – Public Sector
- 13+ Years w/ Office Depot
- MBA – Louisiana State University (Shreveport) / BS – St. Martins University
- (253) 693-8582 I francine.staton@officedepot.com
- Manage and maintain contract pricing, reporting, and administration. Work with supply chain team to ensure customer needs are met.

Alfredo Rodriquez

- Senior Rebate / Financial Analyst
- 4+ Years w/ Office Depot
- BA – Physics / University of Florida
- (561) 438-4414 I alfredo.rodriguez@officedepot.com
- Manage financial reporting for named contracts and partnerships. Manages contractual reporting cadence for the Region 4 ESC Contract portfolio.

vi. Accounts Payable

Accounts Payable

Accounts Payable Team

- Hours of Operation: 8 am – 5 pm Eastern
- Location: Office Depot Corporate Headquarters
- (844) 259-9131
- Two groups in Accounts Payable provide support to our Vendors. The AP Rep group provides support for Expense Vendors. The AP Tech group provides support for Merchandise Vendors.

vii. Contracts

Contracts & Contract Compliance

Nancy Davis

- National Program Manager, Public Sector – Region 4 ESC contract portfolio
- 25+ Years w/ Office Depot
- BS – University of Nebraska (Lincoln)
- (602) 317-5257 I nancy.davis@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a primary focus on the Region 4 ESC contract portfolio. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

Jean P. Davis

- Sr. Consultant Sales Contract BSD, Pricing Compliance
- 20+ Years w/ Office Depot
- Chesapeake College – Paralegal Studies
- (443) 889-7670 I jean.davis@officedepot.com
- Manage and maintain contract & pricing compliance. Works directly with the selling organization to provide structure and compliance for the various levers within the contract. Serves as a liaison between the legal department, sales, and the client.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Office Depot recognizes that an important aspect of a successful relationship is ensuring consistent fanatical customer service. That is why we have divided our Business Services Division (BSD) team into two regions across the U.S., with our Boca Raton, Florida based corporate headquarters as the operations site for BSD Program Support Services and the national Help Desk. Our team consists of over 50 field-based Strategic Business Development Managers (BDM's) and Strategic Account Managers (SAM's) available to give your business the personal attention it needs.

Furthermore, as an Office Depot BSD customer, we will assign a Strategic Business Development Manager to help you develop strategic business solutions. He or she will work to understand your business needs and craft effective solutions to help reach your goals. The extra benefits that come from doing business with us are why many companies choose Office Depot. Just consider what we have to offer you.

Field Account Management Team

We have over 1,500 Sales Representatives to help design an office supply-buying program to meet your business requirements. This is better than any other supplier who can help provide local support for your corporate initiatives and mold the design of an office supply-buying program to meet your business requirements. In addition, we have over 1,300 Customer Service Representatives, 50+ sales offices and 26 distribution warehouses/delivery stores nationwide to support our national account program.

Onsite Field Support and Education

We will provide each office with ongoing, cost-effective analysis of the products purchased and recommendations of the best assortment based on your buying trends. In addition, your end-users will receive our BSD Internet User's Guide, a professional training guide with step-by-step instructions that supports both our direct ordering customers and punchout systems.

Your account team will help Member locations improve efficiencies and lower costs through customer education shows, product knowledge events, and other educational seminars for BSD customers. Also, we offer Business Reviews to ensure the right products are being ordered for the Member's organization, that costs are minimized, recycled or MWDVE spend rates are on target, and value-added services are being provided.

State-of-the-Art Technology

We offer demand management to help Participating Agencies purchase best value products by electronically routing purchases of items that are a better value. We also offer a solution-oriented eProcurement platform, using third-party software systems such as Ariba, Commerce One, and Oracle that profile and maintain ordering channels of your account. Other customer offerings include customized billing, EDI mapping, and other electronic solutions.

The Office Depot Executive in charge of this program is:

Susan Cummings
Vice President, Strategy Solutions, K-12, Federal
6600 North Military Trail
Boca Raton, FL 33496-2434
Telephone: 561-438-4800
Email: Susan.Cummings@officedepot.com
FAX: 800-593-8830

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Office Depot has a loyal, long-standing cooperative public agency base of more than 13,500 public and non-profit agencies. The cooperative customer platform has historically been one of our best performing customer segments from an overall growth perspective. Office Depot will launch the OMNIA/Region 4 ESC and position itself as a leader in this space by leveraging the following strengths:

- A powerful brand name and loyal Office Depot customers
- Extensive K-12 knowledge and large customer base
- Efficient marketing and sales capabilities and execution
- Long term customer relationships
- Breadth of vendors/brands and vast selection of supplies and equipment
- Collaborative Marketing with industry leaders
- Showcase quality private brand program and environmentally preferable options

We will use the following marketing vehicles to communicate the benefits of the TCPN contract, the value Office Depot provides and our commitment to public sector:

- E-mail
- Web
- Social Media
- Direct Mail
- Co-branded on-line catalogs
- DemoFlick video - An infographic style video

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Leveraging our relationships with more than 20,000 public sector entities, Office Depot will utilize our existing customer case studies and best practices, as well as demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters.

Office Depot takes a team approach to implementing and supporting a contract of this size and significance. Several groups within the Office Depot organization will be aligned to insure the seamless execution and ongoing management of our OMNIA/Region 4 ESC / Office Depot contract. This multi-disciplinary approach will include the following:

- Merchandising Team - goes to market focused specifically on the public sector
- Pricing Group – insures that items reflect contract pricing at all times

- Contract Compliance Team - insures that all bidding and pricing practices are in compliance and uphold the OMNIA/Region 4 ESC / Office Depot partnership agreement
- Legal Team - provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – is dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff – is committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- eCommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals
- Training Organization - provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Billing Departments - provide efficient reporting and billing solutions to meet the evolving needs of our OMNIA/Region 4 ESC Participating Agencies
- Customer Service Organization - understands the nuances of large contracts and works to provide participating agencies with top notch customer service
- Delivery Network - provides dependable next-day delivery supported by industry-leading order tracking solutions
- Sales Organization - is committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

As Office Depot does not publicly report account-specific data, it is our approach to maintain continuity is this reporting practice and elect to not provide that information in this response. As Office Depot and OMNIA partners have developed a significant partnership, we will continue to provide agency reporting as required and outlined in Appendix D, Exhibit E.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process… order entry, on-time delivery, order accuracy, uniform prices/billing, payment processing, and reporting integrity.

Having one single operational platform/blueprint throughout the country, affords Participating Agencies the following benefits:

- *Consistent Operations/Service:* Because every location in the Office Depot system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.
- *Consistent Pricing:* Because every Office Depot facility uses the same WMS program and AOPS order entry system, OMNIA Region 4 ESC pricing remains consistent nationwide. Participating Agencies will share a single Custom Price List and pricing structure for all domestic locations.
- *Consistent Reporting/Integrity:* Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- *Consistent products:* Each of Office Depot's 26 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Office Depot offers a fully integrated, real-time, business-to-business website. The B2B site is an award-winning, OBI-compliant (Open Buying on the Internet), robust web site for use by our contract customers in a highly controlled, secure E-Commerce environment. The site is owned, managed, and maintained by Office Depot. Independent sources have repeatedly rated Office Depot's site highest among all Internet retailers in the country.

The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. The popularity of the site is evidence of its consumer acceptance. Today's competitive business climate requires efficient, lean operations by doing more with less. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our World Class Electronic Commerce Solutions.

As an E-Commerce pioneer, Office Depot has connected more than 325,500 mid to large corporations with over 1,388,000 users. Seventy-five percent (75%) of our contract business comes via the internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only easy for Participating Agencies but for their users, too.

Our robust and award-winning website has been recognized as one of the Top 5 web sites on the Net for its features, user friendliness, and high volume of activity. We are a founding member of the OBI, and have the most advanced Internet ordering web site, as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punch-out solutions. Our contract customer web site offers the following advantages:

Excellent Management Tools Available:

- Bulletin Board – to communicate program information and post your logo
- Dashboard – Spend analyses tool at your fingertips. Compare month to month spend, User buying behavior, spend by ship-to, or accounting fields such as cost center or department. Data updated monthly to provide rapid response and easy download.
- Billing Information – POD verification, reprints of invoices or packing slips
- Set Spending Limits – create hierarchy restrictions, approvals, workflow process levels
- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Email Approval Release – online email approval release (HTML)
- Price Verification – see your contract prices on all items
- Real-time credit card authorization
- Administrator User – approved management 'super users' have the ability to change personal profiles, ship-to's, restrictions, approvals, etc.
- Create Profiles – define parameters/capabilities for each user as well as all their information
- Group Login Identities – optional single login for cost centers, locations, departments, etc.
- GPS Order Status – know exactly where your packages are from the time you 'click' your order to when the packages arrive at your desk, including electronic signature capture
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information

Easy to Use:

- Shopping Lists – create Corporate wide 'best value' lists and Personal items lists
- Real Time Inventory – make informed choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Order Reminders – schedule reoccurring or one-time reminders
- Future Orders – flexible delivery dates, or build your shopping cart for later orders
- Advanced Search – narrow your results by product, category, description, use, price, size, etc.
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders
- Live Online Chat – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality
- Many Categories – Huge Selection:
- Print on Demand – download your customized jobs directly on the same site and have them delivered with your supplies
- Technology Products – we offer over 300,000 products from more than 500 manufacturers

- Furniture – we stock over 1,000 furniture items in our warehouses
- Janitorial and Breakroom – hundreds of the most common items you need
- Promotional Items – put your logo/brand or special event information on just about anything
- Brand Identity – download and create your own stationary, or pull from your private warehoused items we have already created

Approval Routing

By selecting the available "email confirmation" option during your internet account set-up, Participating Agencies can choose to have orders that exceed the users' personal spending permissions forwarded to their predetermined manager, supervisor, or purchasing agent via email. Each decision maker will then have the ability to review, amend, delete, suspend, or release the order.

The B2B site allows for multi-tiered approval of orders, which includes the ability to route an order to up to 11 total levels. This feature allows Super Users to create workflows for each user for the tiered approval of orders according to pre-assigned dollar limits.

Approvers have the option to "Express Approve" (release) orders directly from the email notification page. Approvers may also assign "Proxy" users to release orders in their absence.

Restrictions

The Office Depot electronic ordering platform may be programmed to set dollar limits and product limitations by:

- Account (child and parent)
- Ship to location
- Purchase order numbers
- Cost center/Dept.
- Individual User (dollar limits only)
- Block Broad-based Department (i.e., business machines)
- Block Narrow Classes (i.e., laser printers, inkjet printers, printing calculators)
- Block Specific Items (i.e., HP LaserJet 8100 #747-474)
- Set Item limitation (i.e., item not to exceed $150)
- Set Line Item Limitation (i.e., line item not to exceed $500)
- Set Order Value Limitation (i.e., order not to exceed $1,000)

If users attempt to place an order for restricted products, they will receive a "restricted item" message instructing them to contact Purchasing to order that item. If users attempt to exceed the pre-set dollar limit (by line item or order value), they will receive a message informing them that the order exceeds the pre-authorized account limits. Note: Restricted items are clearly indicated with a special icon next to the description.

Alternatively, Participating Agencies can elect to allow users to create orders that contain restricted items or exceed their personal spending limits. Such orders will be forwarded to a designated Super-User/Manager with the authority to override all restrictions.

User Profiles

We will establish a unique User Profile for every user you authorize to utilize the B2B site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions.

Super User Account Management Capabilities: This option allows pre-appointed Participating Agencies Super Users to control Account Management details such as:

- Activating or disabling passwords for internal users
- Controlling/monitoring Blanket POs usage
- Adding and deleting Ship-Tos
- Managing Cost Centers/Departments
- Updating User profiles
- Editing or removing users
- Placing orders for otherwise restricted items (due to product type or dollar limit)
- Creating multi-tiered approval workflow templates for each user
- Formatting and running usage reports
- View online Proof of Deliveries (includes name, date, and time received)

Super User Authorized User Management: Key permissions are controllable on a user-by-user basis:

- Password
- Ability to Create Only or Place Orders
- Unit Price Dollar Limit
- Line Item Dollar Limit
- Order Total Dollar Limit
- Ability to Override Restrictions
- Management Notification/Approval Requirements (i.e., Single or multi-tiered approval process)
- Eligible and Default Ship-tos
- Eligible and Default Department Number
- Eligible and Default Purchase Oder (if necessary)
- Eligible and Default Release (if necessary)
- Payment Method (i.e., specific charge card number)
- History Viewing Capabilities
- Usage Report Viewing Capabilities

In addition to the above listed features and benefits of our online system, the following available features may benefit Participating Agencies.

Smart Cart Feature: Online shopping tool to help end-users compare items, save money, and go green. Three different Smart Cart tools can be activated at any time as a cost-saving feature:

- Smart Value Cart will remind end users of available core list items during the shopping process. Example: An end-user places a package of self-stick notes in their cart that is not part of the core list. If there is a comparable package of self-stick notes (e.g., standard yellow

vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up alternative showing the item and the potential savings by changing the selected item to the core item.

- Private Brand Cart, like the Best Value Smart Cart, will make lower cost alternative suggestions during the shopping process; however, the key element recommends private brand, lower cost alternatives. Example: An end user places the national brand Post-It sticky notes in their cart. If there is a comparable item in a private brand with a lower cost, then the alternative will be suggested.

- Green Cart works in a similar fashion as the other Smart Carts but may suggest items that have a higher initial cost. Example: An end user selects a 12 pack of AA batteries. The smart cart may suggest a package of rechargeable AA batteries. The rechargeable batteries may have a higher initial cost; however, due to the ability to recharge and reuse the batteries, overall cost per use goes down over the life of the battery.

Participating Agencies may select to have only one or any combination of all three Smart Carts loaded to their account based upon business needs. The Smart Cart tools allow end users to make better purchasing decisions to meet their business needs.

Online Smart-Dashboard: This highly innovative self-service tool:

- Allows real-time access to important account information
- Displays year-to-date and monthly spend analysis by ship-to, cost center, and user
- Identifies opportunities to utilize additional Office Depot services that can result in cost savings
- Features real-time video overview of account activity and data export capability
- The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.

Transactions may be paid via EFT, P-Card Point-of-Sale Purchasing, or by credit card or check via electronic and/or mailed invoice (Summary or Standard).

Our goal is to maintain a 100% billing accuracy rate. Anything below this is unacceptable! Our system enhancements prevent the occurrence of billing errors common in the industry.

Office Depot holds a key advantage over its competitors on the management and billing of National Accounts. As we are one of the few companies to operate on a single platform with centralized control we do not experience billing issues that were common with national agreement in years past.

At the start of the agreement the contract is loaded into our AOPS system and audited for accuracy. Participating Agencies locations are loaded into the systems and tied to the contract. Once this is done the system is locked down. Any changes to the system must go through the national accounts department and be approved by OMNIA Region 4 ESC.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Office Depot has demonstrated over the years we have been partnering with Region 4 ESC, National IPA, and TCPN that we will produce strong results within the framework of the economic structures under which our Public Sector customers operate. We do not believe it is within our ability to in any way control the funding of our customers' budgets and have determined to actually guarantee any level of sales is not a step we can take as faithful representatives of our shareholders. We would consider discussing this with you if you believe it is necessary.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Office Depot is unable to comply with the above Paragraph N. Office Depot will respond to all Public Agency solicitations and requests respecting the commitments made in this offer and any subsequent contract based on this offer. Agencies requesting a specific program will receive an offer for that program and, if they request a second offer, we may propose this program should we receive an award. Most agencies do not accept multiple offers from a single vendor.

EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA PARTNERS

Upon acceptance of Office Depot's proposal, any resulting agreement shall be subject to review and approval of our Legal Department prior to execution.

ADMINISTRATION AGREEMENT (SAMPLE)

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if ~~such breach is~~ not cured within thirty (30) days of written notice to Supplier, ~~in addition to any and all remedies available at law or equity,~~ shall be deemed a cause for termination of ~~OMNIA Partners shall have the right to terminate~~ this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of (per response in Appendix A) __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing Requirements for National Cooperative Contract Page 26 of 73 to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners ~~at the frequency~~quarterly and on the due ~~date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports~~thrity (30) days after the end of the respective quarter. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 ~~1/2~~.5%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement may not be assigned by either party without the written consent of the other party. Notwithstanding the foregoing, either party's ~~and OMNIA Partners'~~ rights and obligations hereunder may be assigned at either party's ~~OMNIA Partners'~~ sole discretion without the written consent of the other party to an affiliate of ~~OMNIA Partners~~, the assigning party, any purchaser of any or all or substantially all of the assets of ~~OMNIA Partners~~ the assigning party, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. ~~Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.~~

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

Office Depot, Inc.
Attn: Susan Cummings
6600 North Military Trail
Boca Raton, FL 33496

With a copy to:
Office Depot, Inc.
Attn: Office of General Counsel
6600 North Military Trail
Boca Raton, FL 33496

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A

waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by.pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY d/b/a OMNIA Partners Public Sector
_____ Signature	_____ Signature
_____ Name	Sarah Vavra Name
_____ Title	Sr. Vice President, Public Sector Contracting Title
_____ Date	_____ Date

Upon acceptance of Office Depot's proposal, any resulting agreement shall be subject to review and approval of our Legal Department prior to execution.

or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY d/b/a OMNIA Partners Public Sector
_____ Signature	_____ Signature
_____ Name	Sarah Vavra Name
_____ Title	Sr. Vice President, Public Sector Contracting Title
_____ Date	_____ Date

EXHIBIT E – OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS EXHIBITS

EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

OMNIA Partners Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

As Office Depot has currently been awarded six (6) distinct contracts with Region 4 ESC, it is necessary for provide an inclusive alternative reporting model. We are providing a copy of the template we use today and would recommend as our go-forward template. The template is located on the next page.

OMNIA Partners Contract Sales Monthly Report

Supplier Name:	Office Depot, Inc.
Contract Sales Report Month:	
Supplier Rerporting Contact	
Title:	
Phone:	
Email:	

Customer Account Level 2 Id	R4 EPP PARENT	Customer Account Id	Customer Account Name	Address	City	State	Zip	SIC Code	SIC Desc	SIC Type Code	SIC Type Desc	SIC Group Code	SIC Group Desc	Office Supply Sales	School Core Sales	Janitorial Dept Sales	Technology Dept Sales	MPS Core Sales	Furniture Dept Sales	Truckload Dept Sales
														R141703	R141605	R162102	R160204	R171404	R142212	
													Report Totals							
													Cummulative Contract Sales							

EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and \returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES_____Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency 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 CFR part 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..

Does Vendor agree? YES_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Office Depot, Inc
Address, City, State and Zip Code: 6600 N Military Trail, Boca Raton, FL 33496
Phone Number: 561-438-4800 Fax Number: 800-593-8830
Printed Name and Title of Authorized Representative: Susan Cummings, Vice President, Public Sector
Email Address: Susan.Cummings@Officedepot.com

Signature of Authorized Representative:_____ Date:_____

EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SM C Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SM C Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency 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 CFR part 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..

Does Vendor agree? YES SMC Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Office Depot, Inc

Address, City, State and Zip Code: 6600 N Military Trail, Boca Raton, FL 33496

Phone Number: 561-438-4800 Fax Number: 800-593-8830

Printed Name and Title of Authorized Representative: Susan Cummings, Vice President, Public Sector

Email Address: Susan.Cummings@Officedepot.com

Signature of Authorized Representative: SMA Date: 1/22/19

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Office Depot, Inc
Street: 6600 Old Military Trail
City, State, Zip Code: Boca Raton FL 33496

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _Susan Cummings_____, an authorized representative of _Office Depot, Inc.___, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
BlackRock Institutional Trust Company, N.A.	400 Howard Street, San Francisco, California,	13.5%
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355	10.2%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Vice President, Public Sector
Date *Authorized Signature and Title*

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Office Depot, Inc
Street: 6600 North Military Trail
City, State, Zip Code: Boca Raton, FL 33496

State of New Jersey
County of Passaic

I, Susan Cummings residing in Clifton
Name City

in the County of Passaic, State of New Jersey of full age,
being duly sworn according to law on my oath depose and say that:

I am the Vice President, Public Sector of the firm of Office Depot, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Office Depot, Inc. *Vice President, Public Sector*
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20_____

_____

Notary Public of _____

My commission expires _____ , 20___

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Office Depot, Inc
Street: 6600 North Military Trail
City, State, Zip Code: Boca Raton, FL 33496

Proposal Certification:
Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:
Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ Vice President, Public Sector
Authorized Signature and Title

_____
Date

NJ Certificate of Employee Informatic

Certification 1356

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2018 to 15-APR-2021

OFFICE DEPOT, INC.
6600 NO. MILITARY TRAIL
BOCA RATON FL 33496

ELIZABETH MAHER MUOIO
State Treasurer

DOC #3, continued P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.

3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office: o of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name: Office Depot, Inc.
Address: 6600 North Military Trail
City: Boca Raton State: FL Zip: 33496-2434

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Susan Cummings	Vice President, Public Sector
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[ ] Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

[ ] Check here if the information is continued on subsequent page(s)

Doc #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Doc #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

X I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership
☐ Limited Partnership
☐ Subchapter S Corporation
X Corporation
☐ Limited Liability Corporation
☐ Sole Proprietorship
☐ Limited Liability Partnership

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name	Home Address
BlackRock Institutional Trust Company, N.A.	400 Howard Street, San Francisco, California,
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

Susan Cummings,Vice President, Public Sector
(Print name & title of affiant)

Please see Secretary's Certificate with Seal on next page.
(Corporate Seal)

Office DEPOT

OFFICE DEPOT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Joseph White, hereby certifies that he is the Assistant Secretary of Office Depot, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware (the "Corporation"), and that, as such, he is authorized to execute this Certificate on behalf of the Corporation, and further certifies that:

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and

2. Susan Cummings serves as Vice President, Public Sector Partnerships, and as such, she is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 11th day of July, 2017.

OFFICE DEPOT, INC.

By: _____
Joseph White
Assistant Secretary

OFFICE DEPOT, INC. CORPORATE SEAL 1986 DELAWARE

6600 North Military Trail | Boca Raton, FL 33496 | T + 561.438.4800

Doc #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

See certificate on subsequent page.

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation 19-03 Bidder/Offeror: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror: Vice President

Description of Activities: Provision of office and classroom supplies, products and furniture

Duration of Engagement: 3 to 5 years Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Susan Cummings Signature: _____

Title: Vice President, Public Sector Date: _____

DPP Standard Forms Packet 11/2013

Doc #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	OFFICE DEPOT, INC.
Trade Name:	
Address:	2200 OLD GERMANTOWN RD DELRAY BEACH, FL 33445
Certificate Number:	0094745
Effective Date:	July 01, 1994
Date of Issuance:	August 22, 2007

For Office Use Only:
20070822132231255

DNBi Risk Management

Printed By: Kim OConnell
Date Printed: January 04, 2019

Disclaimer: The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

Live Report : OFFICE DEPOT, INC.

D-U-N-S® Number: 15-353-1108
Trade Names: OFFICE DEPOT - OFFICEMAX
Endorsement/Billing Reference: kim.souders@officedepot.com

D&B Address

Address 6600 N Military Trl
Boca Raton, FL, US - 33496
Phone 561 438-4800
Fax

Location Type Headquarters
Web www.officedepot.com

Added to Portfolio: 11/23/2010
Last View Date: 12/14/2018
Endorsement : kim.souders@officedepot.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

Commercial Credit Score Class	2	Low to Moderate Risk of severe payment delinquency.
Credit Limit - D&B Aggressive	Unavailable	
FSS Incidence Percentile	2.73	
Commercial Credit Score Percentile	77	Low to Moderate Risk of severe payment delinquency.
PAYDEX®	71	Paying 14 days past due
Financial Stress Score Class	4	Moderate to High Risk of severe financial stress.
Credit Limit - D&B Conservative	Unavailable	
D&B Rating	5A2	5A indicates 50 million and over, Credit appraisal of 2 is good

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

7 Days

120+ Days Beyond Terms 0

D&B Company Overview

This is a headquarters location

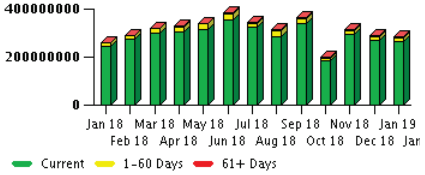
Branch(es) or Division(s) exist	Y
Chief Executive	GERRY P SMITH, CEO
Stock Symbol	ODP

Dollar-weighted average of **7383** payment experiences reported from **115** Companies

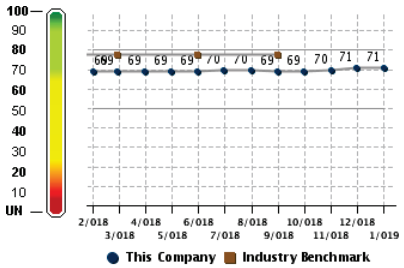
Recent Derogatory Events

	Nov-18	Dec-18	Jan-19
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

Total Amount Current & Past Due - 13 Month Trend



PAYDEX® Trend Chart



Year Started	1986
Employees	45000 (2400 Here)
Financing	SECURED
SIC	5943 , 5044
Line of business	Ret stationery, whol office equipment, ret computers/ software
NAICS	453210
History Status	CLEAR
Financial Condition	GOOD

Stock Performance

ODP : **2.55** 0.00 (-0.01%)

Previous Close: 2.55
Volume: 0.00
Daily High: 0.00
Daily Low: 0.00
52-Week High: 3.67
52-Week Low: 2.00
P/E: 25.50
Market Cap: 1,395,354,459
EPS: 0.11
Div/Yield: 3.93

FirstRain Company News

- **Former Office Depot HQ in Delray Beach sells**
  2019-01-03T14:04:58 EST 2:04 PM-The Real Deal
- **Why Office Depot could be a financial favourite**
  2019-01-03T07:30:56 EST 7:30 AM-The Recycler
- **Former Office Depot Site Ripe For**
  2019-01-03T05:30:08 EST 5:30 AM-Delray
- **Office Depot Inc. Common Stoc $ODP**
  2019-01-02T16:27:49 EST 4:27 PM-Stock Traders
- **Thrivent Financial for Lutherans Has $1.23**
  2019-01-02T07:58:17 EST 7:58 AM-MR Modern
- **Office Depot (ODP) Downgraded by**
  2018-12-31T00:38:39 EST 12:38 AM-MR Modern
- **$2.68 Billion in Sales Expected for Office Depot**
  2018-12-28T16:32:55 EST 4:32 PM-The Olympia
- **Is There An Opportunity With Office Depot,**
  2018-12-25T09:07:30 EST 9:07 AM-Daily Magazine
- **Mackenzie Financial Corp Buys Shares of**

- **Office Depot Inc (ODP) Shares Sold by**
  2018-12-22T06:49:39 EST 6:49 AM-MR Modern
- **Best Buy, Office Depot and Bed Bath & Beyond**
  2018-12-19T14:45:18 EST 2:45 PM-Shopping Center
- **Hedge Funds Are Buying Office Depot Inc**
  2018-12-16T23:28:45 EST 11:28 PM-Insider Monkey
- **Fairpointe Capital LLC Has $90.48 Million Stake**
  2018-12-14T08:42:21 EST 8:42 AM-MR Modern
- **Office Depot offers new home installation**
  2018-12-12T16:29:59 EST 4:29 PM-Chain Store Age
- **Office Depot Becomes Installation Partner for**
  2018-12-12T14:00:00 EST 2:00 PM-Business Wire
- **Office Depot Paper Templates Photos**
  2018-12-10T10:02:00 EST 10:02 AM-FLY TO
- **Office Depot Inc. Common Stoc $ODP**
  2018-12-08T13:27:46 EST 1:27 PM-Stock Traders
- **Xometry Shop Advantage Program Expands**
  2018-12-06T09:37:10 EST 9:37 AM-PR Newswire
- **Office Depot Europe goes Viking**
  2018-12-06T06:31:18 EST 6:31 AM-The Recycler
- **Why Office Depot Stock Soared 26% in**
  2018-12-05T17:33:14 EST 5:33 PM-FOX Business
- **IdeaPaint's Best in Class Dry Erase**
  2018-12-04T08:36:23 EST 8:36 AM-PR Newswire
- **Papeles y Cartones de Europa : Dec 3, 2018**
  2018-12-03T08:08:28 EST 8:08 AM-4-Traders
- **Janelle Monáe Recalls Getting Fired From**
  2018-11-30T13:40:24 EST 1:40 PM-Billboard
- **Office Depot turns its empty retail space into**
  2018-11-29T13:01:43 EST 1:01 PM-Fast Company
- **Old Office Depot headquarters eyed for**
  2018-11-29T12:11:00 EST 12:11 PM-Sun Sentinel
- **Cyxtera, Office Depot, Intermedia Channel**
  2018-11-28T09:15:33 EST 9:15 AM-Talkin Cloud
- **Office Depot to buy back $100 million in stock**
  2018-11-20T09:09:49 EST 9:09 AM-Sun Sentinel
- **Office Depot Reveals Cyber Week Savings**
  2018-11-20T09:00:00 EST 9:00 AM-Business Wire
- **Office Depot Announces Successful Debt**
  2018-11-19T19:00:00 EST 7:00 PM-Business Wire
- **Moody's upgrades Office Depot to Ba3**
  2018-11-19T13:06:00 EST 1:06 PM-Moody's
- **Look out, WeWork, Office Depot is using its**
  2018-11-19T00:36:18 EST 12:36 AM-Digiday
- **Office Depot Weekly Ad in Lower Hudson**
  2018-11-18T03:19:46 EST 3:19 AM-Lohud

- **Office Depot launches first holiday-themed AR**
  2018-11-15T14:21:49 EST 2:21 PM-Marketing Land
- **European Commission Clears DS Smith**
  2018-11-15T13:03:19 EST 1:03 PM-Paper Age
- **The CEO of Office Depot reveals how the**
  2018-11-15T10:55:06 EST 10:55 AM-Business
- **Office Depot's CompuCom Launches Managed**
  2018-11-15T08:00:00 EST 8:00 AM-Business Wire
- **DS Dmith's Europac Purchase Gets Green**
  2018-11-14T12:11:46 EST 12:11 PM-MorningStar UK
- **Office Depot opens new Portage store after**
  2018-11-14T08:11:34 EST 8:11 AM-Michigan Live
- **ODP: Insiders vs. Shorts**
  2018-11-13T15:01:52 EST 3:01 PM-Market News
- **Office Depot Inc. Common Stoc $ODP**
  2018-11-13T13:28:30 EST 1:28 PM-Stock Traders
- **Office Depot: 3Q18 Results May Have Proved**
  2018-11-13T08:21:45 EST 8:21 AM-Seeking Alpha
- **Two Cheap Stocks Under $5: Denbury**
  2018-11-09T16:37:00 EST 4:37 PM-MicroSmallCap
- **Office Depot (ODP) Rating Increased to Sell at**
  2018-11-09T07:30:40 EST 7:30 AM-The Olympia
- **CEO Gerry Smith is leading Office Depot**
  2018-11-08T11:54:07 EST 11:54 AM-Business
- **Salsify Acquires Chat Startup Welcome**
  2018-11-08T07:01:11 EST 7:01 AM-PR Newswire
- **Office Depot (ODP) Receives a Buy from Merrill**
  2018-11-07T16:26:45 EST 4:26 PM-Smarter Analyst
- **In bid for survival, Office Depot focuses on**
  2018-11-07T15:36:03 EST 3:36 PM-Digiday
- **ODP - Stock quote for Office Depot Inc - MSN**
  2018-11-07T12:56:13 EST 12:56 PM-MSN Money
- **Here's Why Office Depot Stock Is Soaring**
  2018-11-07T12:51:49 EST 12:51 PM-The Motley
- **Office Depot grows despite declines in IT unit**
  2018-11-07T11:42:32 EST 11:42 AM-Retail Dive

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	2	09/01/17
Liens	12	04/05/17

Suits	25	11/06/18
UCCs	287	09/18/18

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Account Summaries

Totals						Total Current Balance	Total Past Due	Total Past Due Cycle 1	Total Past Due Cycle 2	Total Past Due Cycle 3	Total Past Due Cycle 4	Total Past Due Cycle 5	Total Charge-Off Amount

Type	Lender	Date Reported	Open Date	Closed Date	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount

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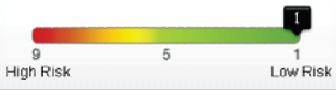
Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

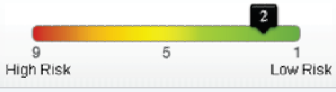
1 **Viability Score**



Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 1 have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 1: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

2 **Portfolio Comparison**



Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Available Financial Data**
- Level of Risk: **Low Risk**
- Businesses ranked 2 within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 2 with this model segment: **14 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

A **Data Depth Indicator**

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

A **Company Profile**

Financial Data	Trade Payments	Company Size	Years in Business
Available	**Available** (3+ Trade)	**Large**	**Established**

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available** (3+ Trade)
- Company Size: **Large** (Employees: 50+ or Sales: $500K+)
- Years in Business: **Established** (5+)

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the D&B Rating Key

D&B Rating : **5A2**

Financial Strength: 5A indicates 50 million and over
Composite credit appraisal: 2 is good

Below is an overview of the companys rating history since 01-01-1991

D&B Rating	Date Applied
5A2	02-25-2016
5A3	02-27-2014
5A4	08-09-2013
5A3	03-02-2009
5A2	01-01-1991

Worth:	2,120,000,000 (Up by 14.5% from last year)	(As of 29-Sep-18)
Working Capital:	$825,000,000	(As of 30-Dec-17)

Sales:	10,240,000,000.00 (Down by 7.1% from last year)
Number of Employees Total:	45,000 (2400 here)

Payment Activity:	**(based on 734 experiences)**
Average High Credit:	589,716
Highest Credit:	50,000,000
Total Highest Credit:	307,785,750

Tab 7 - Appendix D
Attachment 7.1

D&B Credit Limit Recommendation

Due to adverse or incomplete information, we are unable to provide a Credit Limit Recommendation for this business. Please contact your sales representative or D&Bs Customer Resource Center at 800-234-3867 for assistance.

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class :

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

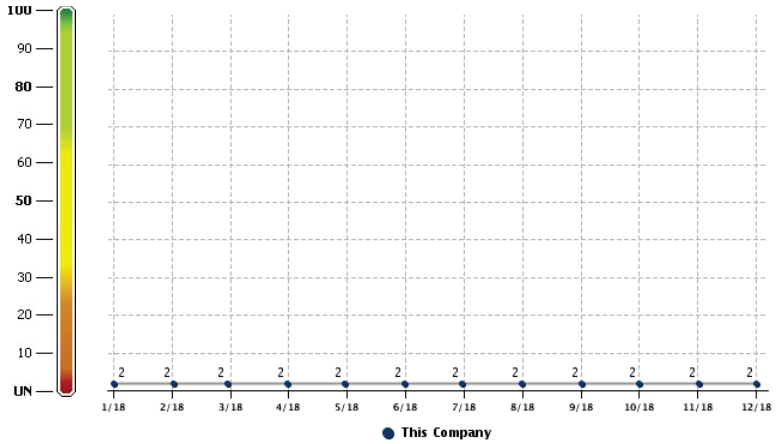
Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.84 %** (84 per 10,000)
Financial Stress National Percentile : **2** (Highest Risk: 1; Lowest Risk: 100)
Financial Stress Score : **1349** (Highest Risk: 1,001; Lowest Risk: 1,875)
Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

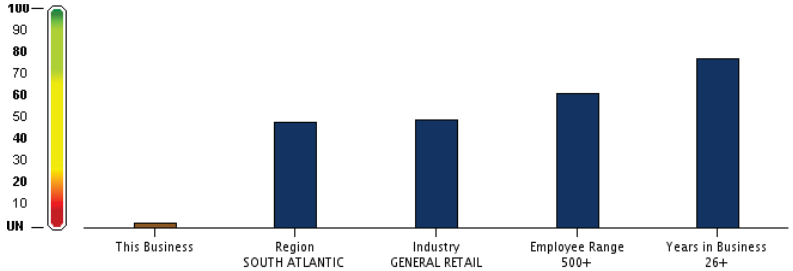
Special Event in the D & B Report

Financial Stress Percentile Trend:



Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	2
Region: SOUTH ATLANTIC	48
Industry: GENERAL RETAIL	49
Employee range: 500+	61
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

Higher risk than other companies in the same region.

Higher risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

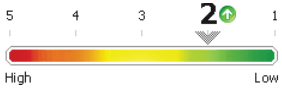
Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 2 for this company shows that 2.5% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class :



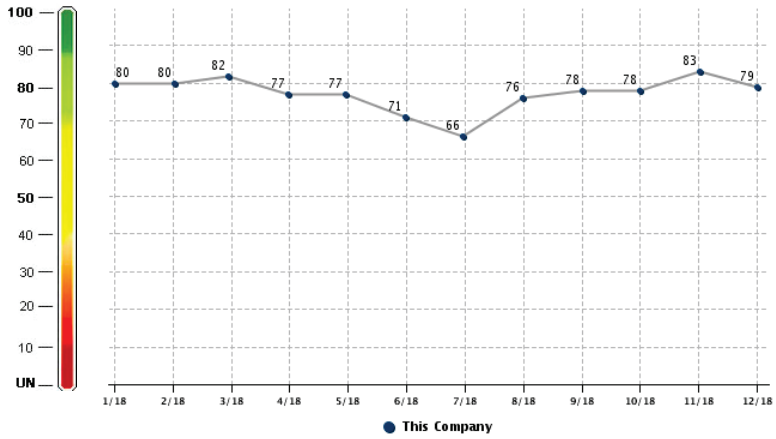
Incidence of Delinquent Payment

Among Companies with this Classification: **2.50 %**
Average compared to businesses in D&Bs database: **10.20 %**
Credit Score Percentile : **77** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **542** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

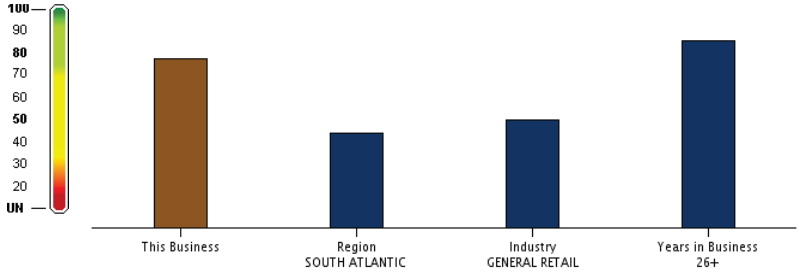
Proportion of slow payments in recent months
Higher risk industry based on delinquency rates for this industry
Proportion of past due balances to total amount owing
Total Liabilities to Net Worth influencing the score
Evidence of open suits, liens, and judgments

Credit Score Class Percentile Trend:



Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	77
Region: SOUTH ATLANTIC	43
Industry: GENERAL RETAIL	49
Employee range:	UN
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Higher risk than other companies with a comparable number of years in business.

Trade Payments

Currency: Shown in USD unless otherwise indicated

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references.
Learn more about the D&B PAYDEX

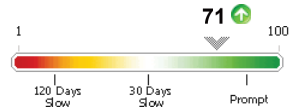
Timeliness of historical payments for this company.

Current PAYDEX is	**71**	Equal to 14 days beyond terms (Pays more slowly than the average for its industry of 3 days beyond terms)
Industry Median is	**78**	Equal to 3 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

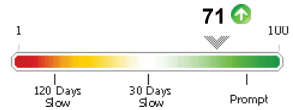
Total payment Experiences in D&Bs File (HQ)	734
Payments Within Terms (not weighted)	74 %
Trade Experiences with Slow or Negative Payments(%)	28.61%
Total Placed For Collection	1
High Credit Average	589,716
Largest High Credit	50,000,000
Highest Now Owing	50,000,000
Highest Past Due	6,000,000

D&B PAYDEX



High risk of late payment (Average 30 to 120 days beyond terms)
Medium risk of late payment (Average 30 days or less beyond terms)
Low risk of late payment (Average prompt to 30+ days sooner)
When weighted by amount, payments to suppliers average 14 days beyond terms

3-Month D&B PAYDEX



High risk of late payment (Average 30 to 120 days beyond terms)
Medium risk of late payment (Average 30 days or less beyond terms)
Low risk of late payment (Average prompt to 30+ days sooner)
Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 14 days beyond terms

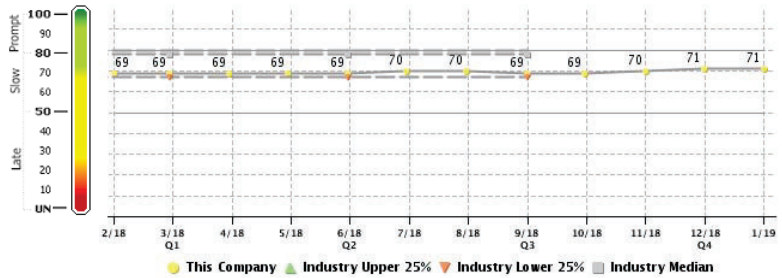
D&B PAYDEX® Comparison

246

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret stationery, whol office equipment, ret computers/software , based on SIC code 5943 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

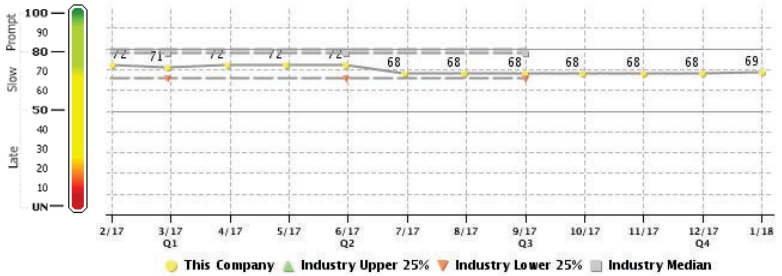


	2/18	3/18	4/18	5/18	6/18	7/18	8/18	9/18	10/18	11/18	12/18	1/19
This Business	69	69	69	69	69	70	70	69	69	70	71	71
Industry Quartiles												
Upper	.	80	.	.	80	.	.	80	.	.	.	.
Median	.	78	.	.	78	.	.	78	.	.	.	.
Lower	.	67	.	.	67	.	.	67	.	.	.	.

Current PAYDEX for this Business is 71 , or equal to 14 days beyond terms
The 12-month high is 71 , or equal to 14 DAYS BEYOND terms
The 12-month low is 69 , or equal to 16 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret stationery, whol office equipment, ret computers/software , based on SIC code 5943 .



Previous Year	03/17 Q1'17	06/17 Q2'17	09/17 Q3'17	12/17 Q4'17
This Business	71	72	68	68
Industry Quartiles				
Upper	80	80	80	80
Median	78	78	78	78
Lower	66	66	66	66

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 71 , or equal to 14 days beyond terms
The present industry median Score is 78 , or equal to 3 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	120	302,200,000	62%
50,000-100,000	35	2,215,000	65%
15,000-49,999	76	1,825,000	76%
5,000-14,999	108	757,500	78%
1,000-4,999	109	220,000	81%
Under 1,000	73	24,550	63%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 734 payment experience(s) in D&Bs file for the most recent 24 months, with 330 experience(s) reported during the last three month period.

The highest Now Owes on file is 50,000,000 . The highest Past Due on file is 6,000,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90	90>
Top Industries								
Public finance	95	939,150	100,000	98	2	0	0	0
Electric services	30	241,400	35,000	88	12	0	0	0
Trucking non-local	27	12,532,600	6,000,000	66	31	1	0	2
Nonclassified	22	1,312,600	750,000	52	11	33	4	0
Executive office	20	130,000	20,000	100	0	0	0	0
Short-trm busn credit	18	2,556,400	2,000,000	56	40	2	2	0
Mfg nonwd office furn	15	2,638,550	900,000	51	12	37	0	0
Telephone communictns	14	95,950	55,000	71	29	0	0	0
Whol computers/softwr	12	15,210,000	5,000,000	95	5	0	0	0
Whol office supplies	11	36,215,000	20,000,000	69	31	0	0	0
Whol service paper	11	2,598,500	2,000,000	96	2	1	0	1
Arrange cargo transpt	11	1,356,500	500,000	65	35	0	0	0
Mfg wood home furn	7	2,100,000	1,000,000	76	24	0	0	0
Prepackaged software	7	1,865,000	600,000	82	2	16	0	0
Mfg manifold forms	7	43,600	20,000	52	37	11	0	0
Mfg misc plastic prdt	6	75,232,500	50,000,000	50	40	0	10	0
Misc coml printing	6	2,355,000	1,000,000	77	9	5	5	4
Business consulting	6	3,152,500	1,000,000	54	46	0	0	0
Whol industrial suppl	6	716,050	500,000	56	0	8	36	0
Natnl commercial bank	6	211,150	200,000	100	0	0	0	0
Newspaper-print/publ	6	380,000	100,000	50	28	22	0	0
Mfg photograph equip	6	116,500	100,000	90	10	0	0	0
Misc business credit	6	22,000	20,000	50	0	0	45	5
Natural gas distrib	6	58,500	20,000	93	7	0	0	0
Mfg computers	5	102,042,500	50,000,000	51	49	0	0	0
Mfg soap/detergents	5	1,750,750	700,000	31	38	20	11	0
Mfg computer storage	5	221,000	100,000	55	34	0	0	11
Whol groceries	5	197,500	90,000	56	44	0	0	0
Help supply service	5	120,750	80,000	96	2	0	2	0
Security broker/deal	5	180,000	50,000	100	0	0	0	0
Truck rental/leasing	5	105,000	35,000	50	5	26	0	19
Mfg confectionery	5	35,000	10,000	100	0	0	0	0
Electric w/other svcs	5	20,000	5,000	100	0	0	0	0
Misc business service	5	7,600	5,000	100	0	0	0	0
Detective/guard svcs	5	13,500	5,000	100	0	0	0	0
Whol appliances	4	9,250,000	6,000,000	97	3	0	0	0
Whol industrial equip	4	53,500	50,000	1	47	47	0	5
Whol nondurable goods	3	256,000	250,000	100	0	0	0	0
Misc equipment rental	3	110,250	100,000	50	0	0	0	50
Whol electronic parts	3	125,000	90,000	64	0	0	0	36
Mfg wood office furn	3	80,000	75,000	53	47	0	0	0
Mfg soft drinks	3	110,750	55,000	49	25	0	0	26
Local truck w/storage	3	48,000	45,000	52	47	1	0	0
Television station	3	17,500	7,500	0	100	0	0	0
Mfg nonwd fixtures	2	5,900,000	5,000,000	84	8	0	0	8
Mfg converted paper	2	2,005,000	2,000,000	100	0	0	0	0
Mfg envelopes	2	1,001,000	1,000,000	100	0	0	0	0
Mfg sporting goods	2	607,500	600,000	51	49	0	0	0
Mfg misc products	2	400,050	400,000	100	0	0	0	0
Travel agency	2	450,000	250,000	100	0	0	0	0
Custom programming	2	80,000	50,000	69	0	31	0	0
Mfg wood fixtures	2	51,000	50,000	98	2	0	0	0
Whol lumber/millwork	2	40,050	40,000	50	50	0	0	0
Whol office equipment	2	27,500	25,000	5	95	0	0	0
Radiotelephone commun	2	15,250	15,000	51	0	49	0	0
Employment agency	2	15,000	10,000	33	0	0	0	67
Whol piece goods	2	10,000	7,500	87	0	0	13	0
Personal credit	2	6,000	5,000	100	0	0	0	0
Combination utilities	2	1,050	1,000	100	0	0	0	0
Whol chemicals	2	1,000	500	75	0	0	25	0
Coating/engrave svcs	2	750	500	66	17	0	0	17
Mfg die cut/paper brd	1	5,000,000	5,000,000	100	0	0	0	0
Paperboard mill	1	4,000,000	4,000,000	100	0	0	0	0
Whol heating/ac equip	1	2,000,000	2,000,000	100	0	0	0	0
Mfg conveyors	1	2,000,000	2,000,000	50	0	50	0	0
Mfg stationery prdts	1	2,000,000	2,000,000	50	50	0	0	0
State commercial bank	1	1,000,000	1,000,000	0	100	0	0	0
Advertising reps	1	600,000	600,000	100	0	0	0	0
Mfg abrasive products	1	500,000	500,000	100	0	0	0	0
Mfg audio/video equip	1	400,000	400,000	50	50	0	0	0
Mfg sanitary paper	1	400,000	400,000	100	0	0	0	0
Surety insurance	1	400,000	400,000	0	0	0	100	0
Mfg corrugated boxes	1	250,000	250,000	100	0	0	0	0
Mfg home cook equipt	1	200,000	200,000	50	50	0	0	0
Depository bank svcs	1	200,000	200,000	50	0	0	0	50
Mfg blankbook/binder	1	200,000	200,000	50	50	0	0	0
Mfg refrig/heat equip	1	100,000	100,000	50	50	0	0	0
Mfg calculating eqpt	1	100,000	100,000	50	50	0	0	0
Industrial launderer	1	100,000	100,000	0	0	50	0	50
Erects building equip	1	100,000	100,000	0	0	100	0	0
Job training services	1	70,000	70,000	50	50	0	0	0
Mfg computer terminal	1	50,000	50,000	50	0	50	0	0
Mfg elect housewares	1	30,000	30,000	0	100	0	0	0
Oil/gas field service	1	20,000	20,000	0	0	100	0	0
Mfg plane engine/part	1	15,000	15,000	0	50	0	0	50
Mfg plane parts/equip	1	10,000	10,000	0	50	0	50	0
Lithographic printing	1	10,000	10,000	100	0	0	0	0
Misc computer service	1	7,500	7,500	100	0	0	0	0
Accounting services	1	5,000	5,000	50	0	50	0	0
Mfg primary batteries	1	5,000	5,000	100	0	0	0	0
Engineering services	1	5,000	5,000	50	0	0	0	50
Mfg upholstered furn	1	5,000	5,000	0	0	100	0	0
Management services	1	5,000	5,000	100	0	0	0	0
Mfg relays/controls	1	5,000	5,000	0	100	0	0	0
Whol durable goods	1	2,500	2,500	0	0	0	100	0
Mfg ophthalmic goods	1	2,500	2,500	0	50	0	0	50
Domestic sea transprt	1	2,500	2,500	0	50	0	50	0
Mfg extracts/syrup	1	2,500	2,500	50	50	0	0	0
Ret misc merchandise	1	1,000	1,000	100	0	0	0	0
Gas production/distrb	1	1,000	1,000	100	0	0	0	0
Mfg glass products	1	500	500	0	0	0	100	0
Ret mail-order house	1	500	500	100	0	0	0	0

Testing laboratory	1	250	250	100	0	0	0	0
Operative builders	1	250	250	50	50	0	0	0
Airport/airport svcs	1	250	250	0	0	0	100	0
Reg misc coml sector	1	100	100	100	0	0	0	0
Whol furniture	1	100	100	100	0	0	0	0
Mfg treated minerals	1	100	100	0	0	0	100	0
Mfg canned fruit/veg	1	100	100	100	0	0	0	0
Whol flowers/supplies	1	100	100	0	0	50	50	0
Ret stationery	1	50	50	100	0	0	0	0
Flooring contractor	1	50	50	0	50	0	0	50
Other payment categories								
Cash experiences	184	40,950	5,000					
Payment record unknown	15	447,500	200,000					
Unfavorable comments	4	55,250	25,000					
Placed for collections	1	N/A	0					
Total in D&B's file	734	307,785,750	50,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
12/18	Ppt	200,000	0	0		4-5 mos
	Ppt	25,000	0	0		2-3 mos
	Ppt	25,000	0	0		6-12 mos
	Ppt	10,000	0	0		6-12 mos
	Ppt-Slow 30	60,000	60,000	60,000		1 mo
	Ppt-Slow 120		500	500		2-3 mos
	Slow 30	2,500	0	0		6-12 mos
	Slow 60		0	0		6-12 mos
11/18	Ppt	1,000,000	1,000,000	0		1 mo
	Ppt	1,000,000	1,000,000	0		1 mo
	Ppt	500,000	300,000	0		1 mo
	Ppt	100,000	60,000	0		1 mo
	Ppt	100,000	60,000	5,000		1 mo
	Ppt	85,000	45,000	0		1 mo
	Ppt	25,000	0	0		4-5 mos
	Ppt	10,000	500	0		1 mo
	Ppt	10,000	2,500	0		1 mo
	Ppt	10,000	10,000	0		1 mo
	Ppt	10,000	0	0		6-12 mos
	Ppt	7,500	5,000	0		1 mo
	Ppt	7,500	0	0		2-3 mos
	Ppt	7,500	0	0		1 mo
	Ppt	7,500	2,500	0		1 mo
	Ppt	5,000	5,000	0		1 mo
	Ppt	5,000	0	0		1 mo
	Ppt	2,500	2,500	0		1 mo

Ppt	2,500	1,000	1,000	N30	6-12 mos
Ppt	2,500	1,000	0		1 mo
Ppt	2,500	2,500	0		1 mo
Ppt	2,500	0	0		1 mo
Ppt	2,500	2,500	0		1 mo
Ppt	2,500	100	0		1 mo
Ppt	2,500	2,500	0		1 mo
Ppt	2,500	500	0		1 mo
Ppt	2,500	0	0		4-5 mos
Ppt	2,500	2,500	0		1 mo
Ppt	1,000	0	0		6-12 mos
Ppt	1,000	50	50	N60	1 mo
Ppt	1,000	0	0		6-12 mos
Ppt	1,000	0	0		4-5 mos
Ppt	1,000	1,000	0		1 mo
Ppt	1,000	0	0		1 mo
Ppt	1,000	1,000	0		1 mo
Ppt	750	500			1 mo
Ppt	750	0			6-12 mos
Ppt	750	0	0		1 mo
Ppt	500	0	0	N30	1 mo
Ppt	500	0	0		6-12 mos
Ppt	500	0	0		6-12 mos
Ppt	250	0	0		6-12 mos
Ppt	100	0	0	1 10 N30	2-3 mos
Ppt	100	50	0		1 mo
Ppt	100	100	0		1 mo
Ppt	100	0	0		1 mo
Ppt	50	0	0		2-3 mos
Ppt	50	50	0		1 mo
Ppt	50	50	0		1 mo
Ppt	50	50	0	N30	1 mo
Ppt	50	0	0		4-5 mos
Ppt-Slow 15	300,000	45,000	7,500		1 mo
Ppt-Slow 15	250,000	200,000	40,000		1 mo
Ppt-Slow 30	2,000,000	40,000	35,000		1 mo
Ppt-Slow 30	700,000	400,000	85,000		1 mo
Ppt-Slow 30	55,000	35,000	500		1 mo
Ppt-Slow 30	40,000	40,000	0		1 mo
Ppt-Slow 30	5,000	0			1 mo
Ppt-Slow 30	2,500	2,500			1 mo
Ppt-Slow 60	800,000	0	0	1 15 N30	6-12 mos
Ppt-Slow 90	200,000	90,000	85,000		1 mo
Ppt-Slow 120	90,000	90,000	80,000		1 mo
Ppt-Slow 150	5,000	5,000	2,500		1 mo
Slow 5	250,000	200,000	7,500		1 mo
Slow 30	10,000	0	0		6-12 mos
Slow 30	5,000	0	0		2-3 mos
Slow 60-90	250,000	65,000	55,000		1 mo
Slow 30-90+	15,000	5,000	500		1 mo
Slow 90+	500	250	250		6-12 mos
Slow 30-120+	250	250	250		1 mo
(079) Unsatisfactory .	25,000	250	250		
(080)	0	0	0	Cash	2-3 mos

account

Payments Detail Key: 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	2	09/01/17
Liens	12	04/05/17
Suits	25	11/06/18
UCCs	287	09/18/18

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgments

Status	**Unsatisfied**
CASE NO.	05771 SCSC600326
Judgment type	Judgment
Against	OFFICE DEPOT INC
In favor of	RACHEL VAUGHAN
Where filed	POLK COUNTY SMALL CLAIMS COURT, DES MOINES, IA
Date status attained	09/01/17
Date entered	09/01/17
Latest Info Received	09/28/17

Judgment award	**307**
Status	**Unsatisfied**
CASE NO.	2015788256HNB
Judgment type	Judgment
Against	OFFICE DEPOT INC
In favor of	HUI LIU
Where filed	ORANGE COUNTY SMALL CLAIMS COURT/NEWPORT BEACH, NEWPORT BEACH, CA
Date status attained	07/29/15
Date entered	07/29/15
Latest Info Received	02/19/16

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	**218,620**
Status	**Open**
FILING NO.	2017-04255
Type	State Tax
Filed By	PENNSYLVANIA BUREAU OF COMPLIANCE
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	CUMBERLAND COUNTY PROTHONOTARY, CARLISLE, PA
Date Status Attained	04/05/17
Date Filed	04/05/17
Latest Info Received	05/25/17

Amount	**314,658 (DEPT OF REV/TAX LIEN)**
Status	**Open**
DOCKET NO.	201400017859
Type	State Tax
Filed By	COMMONWEALTH OF PA DEPARTMENT OF REVENUE, HARRISBURG, PA
Against	OFFICE DEPOT INC., BOCA RATON, FL
Where Filed	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA
Date Status Attained	10/02/14
Date Filed	10/02/14
Latest Info Received	10/03/14

Amount	**43**
Status	**Open**
CASE NO.	14022128
Type	County Tax
Filed By	TAX COLLECTOR
Against	OFFICE DEPOT INCORPORATED, STOCKTON, CA AND OTHERS
Where Filed	SAN JOAQUIN COUNTY RECORDERS OFFICE, STOCKTON, CA
Date Status Attained	03/06/14
Date Filed	03/06/14
Latest Info Received	04/02/14

Amount	**1,156**
Status	**Open**
CASE NO.	12-0615003
Type	County Tax
Filed By	TAX COLLECTOR
Against	OFFICE DEPOT INC
Where Filed	RIVERSIDE COUNTY RECORDERS OFFICE, RIVERSIDE, CA
Date Status Attained	12/18/12
Date Filed	12/18/12
Latest Info Received	01/23/13

Amount	**271**
Status	**Open**
BOOK/PAGE	1398/387
Type	State Tax
Filed By	STATE OF GEORGIA FULTON COUNTY

Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/08/12

Amount	**404**
Status	**Open**
BOOK/PAGE	1398/406
Type	State Tax
Filed By	STATE OF GEORGIA FULTON COUNTY
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/08/12

Amount	**337**
Status	**Open**
BOOK/PAGE	1398/407
Type	State Tax
Filed By	STATE OF GEORGIA FULTON COUNTY
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/08/12

Amount	**227**
Status	**Open**
BOOK/PAGE	1398/638
Type	State Tax
Filed By	COUNTY OF FULTON
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/23/12

Amount	**308**
Status	**Open**
BOOK/PAGE	1398/640
Type	State Tax
Filed By	COUNTY OF FULTON
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/23/12

Amount	**166**
Status	**Open**
BOOK/PAGE	1398/641
Type	State Tax
Filed By	COUNTY OF FULTON
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/23/12

Suits

Status	**Pending**
CASE NO.	201801031675CJC
Plaintiff	FERNANDO ZOTEA
Defendant	OFFICE DEPOT INC
Where filed	ORANGE COUNTY SUPERIOR COURT, SANTA ANA, CA
Date status attained	11/06/18
Date filed	11/06/18
Latest Info Received	12/27/18

Suit Amount	**1,000**
Status	**Pending**
CASE NO.	CSM18 859070
Plaintiff	ZAKI SINADA
Defendant	OFFICE DEPOT AND OTHERS
Cause	UNFAIR BUSINESS PRACTICE
Where filed	SAN FRANCISCO COUNTY SMALL CLAIMS COURT, SAN FRANCISCO, CA
Date status attained	09/25/18
Date filed	09/25/18
Latest Info Received	10/02/18

Suit Amount	**3,000**
Status	**Pending**
CASE NO.	05771 SCSC600326
Plaintiff	RACHEL VAUGHAN
Defendant	OFFICE DEPOT INC
Cause	MONEY JUDGEMENT
Where filed	POLK COUNTY SMALL CLAIMS COURT, DES MOINES, IA
Date status attained	06/20/17
Date filed	06/20/17
Latest Info Received	06/27/17

Suit Amount	**50,000**
Status	**Pending**
DOCKET NO.	17M1 300895

Plaintiff	JACKSON JOSEPHINE
Defendant	OFFICE DEPOT INC, CHICAGO, IL AND OTHERS
Where filed	COOK COUNTY CIRCUIT COURT/1ST MUNICIPAL DIVISION, CHICAGO, IL
Date status attained	04/27/17
Date filed	04/27/17
Latest Info Received	05/09/17

Status	**Pending**
DOCKET NO.	A1701098
Plaintiff	JOHNSON WARNER
Defendant	OFFICE DEPOT INC.
Where filed	HAMILTON COUNTY COMMON PLEAS COURT, CINCINNATI, OH
Date status attained	02/23/17
Date filed	02/23/17
Latest Info Received	05/12/17

Suit Amount	**10,000**
Status	**Pending**
CASE NO.	17VESC01505
Plaintiff	MOSKOVICH SARA
Defendant	OFFICE DEPOT INC.
Cause	SMALL CLAIMS (LIMITED JURISDICTION)
Where filed	LOS ANGELES COUNTY SMALL CLAIMS COURT/VAN NUYS BRANCH, VAN NUYS, CA
Date status attained	02/14/17
Date filed	02/14/17
Latest Info Received	02/23/17

Status	**Pending**
CASE NO.	2017SC003963
Plaintiff	PURSENALITY DBA,BEST DEAL GENERAL MECHANDISING, MILWAUKEE, WI
Defendant	OFFICE DEPOT AND OTHERS
Cause	SM CLAIM, CLAIM UNDER $ LIMIT
Where filed	MILWAUKEE COUNTY CIRCUIT COURT, MILWAUKEE, WI
Date status attained	02/09/17
Date filed	02/09/17
Latest Info Received	03/02/17

Status	**Removed to federal court**
CASE NO.	201705924
Plaintiff	MASSEY, WILLIAM
Defendant	OFFICE DEPOT INC, BOCA RATON, FL AND OTHERS
Cause	PERSONAL INJURY - NON-AUTO
Where filed	HARRIS COUNTY CIVIL DISTRICT COURT, HOUSTON, TX
Date status attained	03/07/17
Date filed	01/27/17
Latest Info Received	03/13/17

Status	**Judgment entered**
CASE NO.	MVS1601656
Plaintiff	RUTHEE GOLDKORN
Defendant	OFFICE DEPOT, MORENO VALLEY, CA
Cause	SMALL CLAIMS-OVER $1500/UNDER $5000
Where filed	RIVERSIDE COUNTY SMALL CLAIMS COURT/MORENO VALLEY, MORENO VALLEY, CA
Date status attained	06/29/16
Date filed	05/12/16
Latest Info Received	07/07/16

Status	**Judgment entered**
CASE NO.	MVS1601655
Plaintiff	RUTHEE GOLDKORN
Defendant	OFFICE DEPOT, MORENO VALLEY, CA
Cause	SMALL CLAIMS-OVER $1500/UNDER $5000
Where filed	RIVERSIDE COUNTY SMALL CLAIMS COURT/MORENO VALLEY, MORENO VALLEY, CA
Date status attained	06/29/16
Date filed	05/12/16
Latest Info Received	07/07/16

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

UCC Filings

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT, INC.
Filing No.	2017 7422696
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
Filing No.	2017 7422605
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets and proceeds

Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT FOREIGN HOLDINGS GP, LLC
Filing No.	2017 7422472
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OD INTERNATIONAL, INC
Filing No.	2017 7422399
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
Filing No.	2017 7434972
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OFFICE DEPOT FOREIGN HOLDINGS GP, LLC
Filing No.	2017 7434964
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OD INTERNATIONAL, INC.
Filing No.	2017 7434956
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	Negotiable instruments including proceeds and products - Account(s) including proceeds and products
Type	Original
Sec. Party	CARROLLTON BANK, O'FALLON, IL
Debtor	LAPPE, CRAIG M., SAINT PETERS, MO
Filing No.	1710069456931
Filed With	SECRETARY OF STATE/UCC DIVISION, JEFFERSON CITY, MO
Date Filed	2017-10-06
Latest Info Received	10/10/17

Collateral	Negotiable instruments including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - CONSIGNED MERCHANDISE including proceeds and products
Type	Original
Sec. Party	A.T. CROSS COMPANY, LINCOLN, RI
Debtor	OFFICE DEPOT, INC.
Filing No.	2009 2280771
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2009-07-16
Latest Info Received	08/13/09

Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - and OTHERS
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC.
Filing No.	2008 3282710
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2008-09-26
Latest Info Received	10/22/08

Type	Release
Sec. Party	JP MORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC.
Filing No.	2011 0413271
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2011-02-03
Latest Info Received	03/29/11
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

Type

	Amendment
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Debtor	OFFICE DEPOT, INC.
Filing No.	2012 1005273
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2012-03-14
Latest Info Received	04/05/12
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

Type	Continuation
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC., DELRAY BEACH, FL
Filing No.	2018 2560627
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2018-04-16
Latest Info Received	06/04/18
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your PPP for D&Bi contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

253

Government Activity

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Special Events

Currency: Shown in USD unless otherwise indicated

Special Events

11/20/2018 -STOCK/BOND ISSUANCE/REDEMPTION/REPURCHASE :

According to published reports, Office Depot, Inc. announced that its Board of Directors has authorized a new stock repurchase program for up to $100 million of its outstanding common stock beginning January 1, 2019. The Board of Directors has approved a new $100 million stock repurchase authorization effective January 1, 2019. The new stock repurchase program will follow the Company's current program, which expires on December 31,

2018.

-LINE OF CREDIT :

According to published reports, According to published reports, Office Depot, Inc. announced that it has repriced its Term Loan Credit Agreement due 2022. As part of the repricing, the Company will repay approximately $200 million of the outstanding term loan, bringing the outstanding balance to $500 million. The Company entered into an amendment to its term loan that reduced the applicable interest rate margin by 175 basis points to LIBOR plus 525 basis points effective November 21, 2018. All other material provisions of the term loan remain unchanged. In conjunction with the repricing, the Company also will make a voluntary repayment under the term loan of $194 million, reducing the current outstanding principal amount to $500 million.

11/07/2018 -EARNINGS UPDATE :

According to published reports, comparative operating results for the 39 weeks ended September 29, 2018: Sales of $8,345,000,000, Net Income of $118,000,000; compared to Sales of $7,659,000,000, Net Income of $233,000,000 for the comparable period in the prior year.

08/07/2018 -EARNINGS UPDATE :

According to published reports, comparative operating results for the 26 weeks ended June 30, 2018: Sales of $5,458,000,000, Net Income of $57,000,000; compared to Sales of $5,039,000,000, Net Income of $140,000,000 for the comparable period in the prior year.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	OFFICE DEPOT, INC.
Doing Business As :	OFFICE DEPOT , OFFICEMAX
Street Address:	6600 N Military Trl Boca Raton , FL 33496
Phone:	561 438-4800
URL:	http://www.officedepot.com
Stock Symbol:	ODP
History	Is clear
Operations	Profitable
Present management control	33 years
Annual Sales	10,240,000,000

History

The following information was reported: **10/01/2018**

Officer(s):	JOSEPH S VASSALLUZZO, NON EXEC CHB+ GERRY P SMITH, CEO+ JOSEPH T LOWER, EXEC V PRES-CFO N DAVID BLEISCH, EXEC V PRES-CLO-CORP SEC JERRI DEVARD, EXEC V PRES-CCO TODD HALE, EXEC V PRES-CIO JANET SCHIJNS, CHIEF MERCHANDISING AND SERVICES OFFICER
DIRECTOR(S) :	The officers identified by (+) and Kristin A Campbell, Cynthia T Jamison, Francesca Ruiz De Luzuriaga, V James Marino, David M Szymanski, and Nigel Travis.

The Delaware Secretary of State's business registrations file showed that Office Depot, Inc. was registered as a Corporation on September 12, 1986, under the file registration number 2101387.

Business started 1986.

The company's common stock is traded on the NASDAQ Global Select Market under the symbol "ODP ". As of January 26, 2018, there were 8,753 holders of record of the company's common stock. As of March 7, 2018, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were :
Blackrock, Inc. (9.66%); Hotchkis and Wiley Capital Management, LLC (8.05%); The Vanguard Group (7.85%); Thomas H. Lee Advisors, LLC (7.69%); Dimensional Fund Advisors LP (6.74%); and Fairpointe Capital LLC (5.60%). As of the same date, directors and officers as a group beneficially owns 2.18% of the outstanding shares.

RECENT EVENTS :

On February 6, 2018, Platinum Equity, LLC, acquired OfficeMax Australia Limited, Richmond, Australia, from the company.

On November 8, 2017, Lincoln Merger Sub One, Inc., f/k/a THL Portfolio Holdings Corp. an indirect parent company of CompuCom Systems, Inc., merged with and into Lincoln Merger Sub Two, LLC, a wholly-owned subsidiary of the company. With the merger, Lincoln Merger Sub One, Inc. has

Tab 7 - Appendix D
Attachment 7.1

ceased to exist as a legal entity and the operations were integrated to Lincoln Merger Sub Two, LLC. As part of the transaction, CompuCom Systems Holding LLC, Fort Mill, SC, the direct parent company of CompuCom Systems, Inc., will now operate as a subsidiary of Lincoln Merger Sub Two, LLC. Terms of the deal were approximately $937 million.

In October 2017, the company acquired Complete Office, LLC. As a result of the acquisition, Complete Office, LLC now operates as a subsidiary of Office Depot.

On April 26, 2017, Excelsior Capital Asia (HK) Limited, Pok Fu Lam, Hong Kong, acquired the South Korean business of the company.

On December 31, 2016, the company completed the sale of the OD European Business to The AURELIUS Group.

During the second quarter of 2016, the company completed its 400 store closure program associated with the 2014 Real Estate Strategy.

JOSEPH S VASSALLUZZO. Director since 2013. He was appointed as the independent Non-Executive Chairman of the Board in February 2017. Since 2002, he has served as a Director of the Federal Realty Investment Trust, where he is Chairman of the Board of Trustees.

GERRY P SMITH. Director since 2017. He was appointed to serve as CEO of the company effective February 2017. Prior to joining the company, he was at Lenovo Group Limited, since 2006, most recently serving as Executive Vice President and COO since 2016.

JOSEPH T LOWER. He was appointed as Executive Vice President and CFO in January 2018. Prior to joining the company, he served as Vice President and CFO at B/E Aerospace, Inc. between November 2014 and April 2017. Prior to joining B/E Aerospace, he was Vice President of Business Development and Strategy for The Boeing Company, where he spent 12 years.

N DAVID BLEISCH. he was appointed as Executive Vice President, Chief Legal Officer (CLO) and Corporate Secretary in September 2017. Prior to joining the company, he was Senior Vice President and CLO for The ADT Corporation from September 2012 through May 2016. Prior to assuming this role, he served in several leadership roles at Tyco International before being appointed Vice President and General Counsel of Tyco Security Solutions.

JERRI DEVARD. She was named Executive Vice President and Chief Customer Officer (CCO) in January 2018. she joined the company in September 2017 as Executive Vice President and Chief Marketing Officer (CMO). Prior to joining the company, she was Senior Vice President and CMO for The ADT Corporation from April 2014 to June 2016.

TODD HALE. He was appointed as Executive Vice President and Chief Information Officer (CIO) in August 2016. Previously, he served as Senior Vice President, North American CIO. Mr. Hale joined the company in 2004.

JANET SCHIJNS. She was appointed as Executive Vice President, Chief Merchandising and Services Officer in January 2018. She joined the company in July 2017 as Senior Vice President, Chief Merchandising and Services Officer. Prior to joining the company, she held several positions with Verizon, most recently serving as Chief Channel Executive and Vice President of Verizon Business Markets from December 2016 until July 2017.

KRISTIN A CAMPBELL. Director since 2016. She has been the Executive Vice President and General Counsel for Hilton Worldwide Holdings Inc. since June 2011.

CYNTHIA T JAMISON. Director since 2013. She was the CFO of AquaSpy, Inc. from 2009 to 2012.

FRANCESCA RUIZ DE LUZURIAGA. Director since 2013. From 1999 to 2000, she served as the COO of Mattel Interactive, a business unit of Mattel, Inc.

V JAMES MARINO. Director since 2013. From 2006 until his retirement in August 2011, he was the President and CEO of Alberto-Culver Company.

DAVID M SZYMANSKI. Director since 2013. He became the Dean of the University of Cincinnati Lindner College of Business in 2010.

NIGEL TRAVIS. Director since 2012. He has been the Chairman of the Board of Dunkin' Brands Group Inc since May 2013 and its CEO since January 2009.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF

Aug 03 2018

Registered Name:	OFFICE DEPOT, INC.
Business type:	DOMESTIC CORPORATION
Corporation type:	NOT AVAILABLE
Date incorporated:	Sep 12 1986
State of incorporation:	DELAWARE
Filing date:	Sep 12 1986
Registration ID:	2101387
Status:	GOOD STANDING
Status Attained Date:	Mar 02 2017
Where filed:	SECRETARY OF STATE/CORPORATIONS DIVISION , DOVER , DE
Registered agent:	CORPORATE CREATIONS NETWORK INC. , 3411 SILVERSIDE ROAD TATNALL BUILDING STE 104 , WILMINGTON , DE , 198100000

Operations

10/01/2018

Description:	The company, together with its subsidiaries, provides various products and services. It operates in three divisions: Retail, Business Solutions, and CompuCom. The Retail division operates retail stores, which offer office supplies; technology products and solutions; business machines and related supplies; print, cleaning, breakroom, and facilities products; and office furniture in the United States, Puerto Rico, and the U.S. Virgin Islands. Its stores also provide printing, reproduction, mailing, and shipping services. TRADEMARK (S): Office Depot, Ativa, Foray, Realspace, OfficeMax, TUL, WorkPro, Brenton Studio, Highmark, and others. Terms are cash and contract basis. Sells to general public and commercial concerns. Territory : International. The company's business is somewhat seasonal, with sales generally trending lower in the second quarter, following the back-to-business sales cycle in the first quarter and preceding the back-to-school sales cycle in the third quarter and the holiday sales cycle in the fourth quarter. Certain working capital components may build and recede during the year reflecting established selling cycles. Business cycles can and have impacted its operations and financial position when compared to other periods. With the exception of online purchases placed or fulfilled in its retail locations, online sales activities are reported in the North American Business Solutions.
Employees:	45,000 which includes officer(s). 2,400 employed here.
Facilities:	Leases 625,000 sq. ft. in a building.
Branches:	The business has branch(es) division(s); detailed branch information is available in Dun & Bradstreet's linkage or family tree products.
Subsidiaries:	The business has subsidiary(ies); detailed subsidiary information is available in Dun & Bradstreet's linkage or family tree products.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

5943 9902 Office forms and supplies

5044 0000 Office equipment

5734 0000 Computer and software stores

5734 9901 Personal computers

5045 0000 Computers, peripherals, and software

5045 9905 Computers, nec

NAICS:

453210 Office Supplies and Stationery Stores

423420 Office Equipment Merchant Wholesalers

443142 Electronics Stores

443142 Electronics Stores

423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

Financials

Company Financials: D&B

03/20/2018

Three-year Statement Comparative:

	Fiscal Consolidated Dec 30 2017 (in thousands)	Fiscal Consolidated Dec 31 2016 (in thousands)	Fiscal Consolidated Dec 31 2015 (in thousands)
Current Assets	2,871,000	2,973,000	4,060,000
Current Liabilities	2,046,000	2,031,000	2,743,000
Current Ratio	1.4	1.46	1.48
Working Capital	825,000	942,000	1,317,000
Other Assets	3,452,000	2,567,000	2,382,000
Net Worth	2,120,000	1,852,000	1,603,000
Sales	10,240,000	11,021,000	11,727,000
Long Term Liab	2,157,000	1,657,000	2,096,000
Net Profit (Loss)	181,000	529,000	8,000

Company Financial: EDGAR (Annual Statements)

Balance Sheet

Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016	Fiscal Consolidated Dec 26 2015
ASSETS			
Current Assets			
Cash and Cash Equivalents	622,000,000.00	763,000,000.00	860,000,000.00
Short Term Investments	UN	UN	UN
Net Trade Receivables	931,000,000.00	687,000,000.00	746,000,000.00
Inventory	1,093,000,000.00	1,279,000,000.00	1,406,000,000.00
Other Current Assets	225,000,000.00	244,000,000.00	1,048,000,000.00
Total Current Assets	**2,871,000,000.00**	**2,973,000,000.00**	**4,060,000,000.00**
Furnitures and Fixtures	725,000,000.00	601,000,000.00	665,000,000.00
Fixed Assets	725,000,000.00	601,000,000.00	665,000,000.00
Long Term Investments	863,000,000.00	885,000,000.00	905,000,000.00
Deferred Long Term Asset Charges	305,000,000.00	466,000,000.00	11,000,000.00
Other Assets	260,000,000.00	219,000,000.00	385,000,000.00
Goodwill	851,000,000.00	363,000,000.00	363,000,000.00
Total Assets	**6,323,000,000.00**	**5,540,000,000.00**	**6,442,000,000.00**
Accumulated Amortization	UN	UN	UN
Intangible Assets	448,000,000.00	33,000,000.00	53,000,000.00
LIABILITIES			
Current Liabilities			
Accounts Payable	1,883,000,000.00	1,898,000,000.00	2,070,000,000.00
Short Term And Current Long Term Debt	96,000,000.00	29,000,000.00	51,000,000.00
Other Current Liabilities	67,000,000.00	104,000,000.00	622,000,000.00
Total Current Liabilities	**2,046,000,000.00**	**2,031,000,000.00**	**2,743,000,000.00**
Long Term Debt	1,712,000,000.00	1,156,000,000.00	1,447,000,000.00
Deferred Long Term Liability Charges	336,000,000.00	361,000,000.00	421,000,000.00
Negative Goodwill	UN	UN	UN
Minority Interest	UN	UN	UN
Other Liabilities	91,000,000.00	140,000,000.00	228,000,000.00
Misc Stocks Options Warrant	18,000,000.00	0.00	UN
Total Liabilities	**4,185,000,000.00**	**3,688,000,000.00**	**4,839,000,000.00**
SHAREHOLDER'S EQUITY			
Preferred Stock Amount	UN	UN	UN
Common Stock	6,000,000.00	6,000,000.00	6,000,000.00
Retained Earnings	-273,000,000.00	-453,000,000.00	-982,000,000.00
Treasury Stock	-246,000,000.00	-190,000,000.00	-58,000,000.00
Capital Surplus	2,711,000,000.00	2,618,000,000.00	2,607,000,000.00
Other Equity	-78,000,000.00	-129,000,000.00	30,000,000.00
Total Equity	**2,120,000,000.00**	**1,852,000,000.00**	**1,603,000,000.00**

Income Statement

Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016	Fiscal Consolidated Dec 26 2015
Sales (Revenue)	10,240,000,000.00	11,021,000,000.00	11,727,000,000.00
Cost of Revenue	7,779,000,000.00	8,313,000,000.00	8,864,000,000.00
Gross Profit	**2,461,000,000.00**	**2,708,000,000.00**	**2,863,000,000.00**
Sales And General Admin	2,022,000,000.00	2,242,000,000.00	2,425,000,000.00
Research and Development Expense	UN	UN	UN
Non Recurring Expenses	98,000,000.00	-65,000,000.00	255,000,000.00
Other Operating Items	UN	UN	UN
Operating Income	341,000,000.00	531,000,000.00	183,000,000.00
Net Total Other Income and Expenses	20,000,000.00	8,000,000.00	23,000,000.00
Earnings Before Interest and Taxes	361,000,000.00	539,000,000.00	206,000,000.00
Interest Expense	62,000,000.00	80,000,000.00	91,000,000.00
Earning Before Tax	299,000,000.00	459,000,000.00	115,000,000.00
Income Tax Expense	153,000,000.00	-220,000,000.00	23,000,000.00
Equity Earnings or Loss	UN	UN	UN
Minority Interest Expense	UN	UN	UN
Net Income From Continuing Operations	146,000,000.00	679,000,000.00	92,000,000.00
Discontinued Operations	35,000,000.00	-150,000,000.00	-84,000,000.00
Effect of Accounting Changes	UN	UN	UN
Extraordinary Items	UN	UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00
Net Income	**181,000,000.00**	**529,000,000.00**	**8,000,000.00**
Preferred Stocks and Other Adjustments	UN	UN	UN
Net Income Applicable to Common Shares	181,000,000.00	529,000,000.00	8,000,000.00

Statement of Cash Flow

Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016	Fiscal Consolidated Dec 26 2015
Depreciation	159,000,000.00	181,000,000.00	253,000,000.00
Net Income Adjustments	202,000,000.00	61,000,000.00	180,000,000.00
Changes in Liabilities	-252,000,000.00	-339,000,000.00	-279,000,000.00
Changes in Accounts Receivables	15,000,000.00	55,000,000.00	55,000,000.00
Changes in Inventories	160,000,000.00	56,000,000.00	-99,000,000.00
Changes in Other Operating Activities	-83,000,000.00	-238,000,000.00	-7,000,000.00
Net Cash Flows - Operating Activities	467,000,000.00	492,000,000.00	138,000,000.00
Capital Expenditures	-141,000,000.00	-111,000,000.00	-144,000,000.00
Investments	-42,000,000.00	-0.00	-0.00
Other Cash Flows from Investing Activities	-850,000,000.00	27,000,000.00	86,000,000.00
Net Cash Flows - Investing Activities	-1,033,000,000.00	-84,000,000.00	-58,000,000.00
Dividends Paid	-53,000,000.00	-26,000,000.00	-0.00
Sale and Purchase of Stock	-56,000,000.00	-132,000,000.00	0.00

Net Borrowings	609,000,000.00	-299,000,000.00	-32,000,000.00
Other Cash Flows from Financing Activities	-15,000,000.00	-12,000,000.00	7,000,000.00
Net Cash Flows - Financing Activities	473,000,000.00	-475,000,000.00	-26,000,000.00
Effect of Exchange Rate	7,000,000.00	-8,000,000.00	-29,000,000.00
Change in Cash and Cash Equivalents	-171,000,000.00	-262,000,000.00	-2,000,000.00

Financial Ratios

Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016	Fiscal Consolidated Dec 26 2015
Solvency Ratios			
Current Ratio	1.40	1.46	1.48
Quick Ratio	0.76	0.71	0.59
Current Liabilities to Net Worth (%)	95.70	109.67	171.12
Total Liabilities/Net Worth (%)	195.74	199.14	301.87
Current Liabilities to Inventory	187.19	158.80	195.09
Fixed Assets to Net Worth (%)	33.91	32.45	41.48
Cash Ratio	0.30	0.38	0.31
Efficiency Ratios			
Accounts Payable to Sales Ratio	0.18	0.17	0.18
Sales to Working Capital Ratio	12.41	11.70	8.90
Sales to Inventory (%)	936.87	861.69	834.07
Assets/Sales	61.75	50.27	54.93
ROCE (%)	8.44	15.36	5.57
Profitability Ratios			
Return on Net Worth (%)	8.54	28.56	0.50
Return on Assets (%)	2.86	9.55	0.12
Return on Sales (%)	3.53	4.89	1.76
Gross Profit Margin (%)	24.03	24.57	24.41
Operating Margin (%)	3.33	4.82	1.56
Pre-Tax Profit Margin (%)	2.92	4.16	0.98
Profit Margin (%)	1.77	4.80	0.07
Pre-Tax Return on Equity (%)	14.10	24.78	7.17
After Tax Return on Equity (%)	8.54	28.56	0.50
Operating Income to Interest Ratio	5.50	6.64	2.01
Financial Leverage Ratios			
EBITDA to EBIT Ratio	1.44	1.34	2.23
Debt to Income Ratio	23.12	6.97	604.88
Debt to Equity Ratio	1.97	1.99	3.02
Equity Ratio (%)	33.53	33.43	24.88
Interest Coverage Ratio	5.82	6.74	2.26
Interest Coverage by EBITDA Ratio	3.26	4.48	-0.52

Note:UN=Unavailable

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Company Financial: EDGAR (Quarterly Statements)

Balance Sheet

Quarter	Q3	Q2	Q1	Q4
Quarter Ending	**Sep 29 2018**	**Jun 30 2018**	**Mar 31 2018**	**Dec 30 2017**
ASSETS				
Current Assets				
Cash and Cash Equivalents	925,000,000.00	747,000,000.00	737,000,000.00	622,000,000.00
Short Term Investments	UN	UN	UN	UN
Net Trade Receivables	950,000,000.00	905,000,000.00	942,000,000.00	931,000,000.00
Inventory	1,023,000,000.00	1,122,000,000.00	1,033,000,000.00	1,093,000,000.00
Other Current Assets	112,000,000.00	142,000,000.00	216,000,000.00	225,000,000.00
Total Current Assets	**3,010,000,000.00**	**2,916,000,000.00**	**2,928,000,000.00**	**2,871,000,000.00**
Furnitures and Fixtures	744,000,000.00	722,000,000.00	713,000,000.00	725,000,000.00
Fixed Assets	744,000,000.00	722,000,000.00	713,000,000.00	725,000,000.00
Long Term Investments	847,000,000.00	853,000,000.00	858,000,000.00	863,000,000.00
Deferred Long Term Asset Charges	272,000,000.00	290,000,000.00	295,000,000.00	305,000,000.00
Other Assets	257,000,000.00	259,000,000.00	266,000,000.00	260,000,000.00
Goodwill	908,000,000.00	881,000,000.00	882,000,000.00	851,000,000.00
Total Assets	**6,472,000,000.00**	**6,359,000,000.00**	**6,390,000,000.00**	**6,323,000,000.00**
Accumulated Amortization	UN	UN	UN	UN
Intangible Assets	434,000,000.00	438,000,000.00	448,000,000.00	448,000,000.00
LIABILITIES				
Current Liabilities				
Accounts Payable	2,136,000,000.00	2,023,000,000.00	1,986,000,000.00	1,883,000,000.00
Short Term And Current Long Term Debt	92,000,000.00	97,000,000.00	93,000,000.00	96,000,000.00
Other Current Liabilities	0.00	0.00	27,000,000.00	67,000,000.00
Total Current Liabilities	**2,228,000,000.00**	**2,120,000,000.00**	**2,106,000,000.00**	**2,046,000,000.00**
Long Term Debt	1,646,000,000.00	1,668,000,000.00	1,688,000,000.00	1,712,000,000.00
Deferred Long Term Liability Charges	318,000,000.00	327,000,000.00	331,000,000.00	336,000,000.00
Negative Goodwill	UN	UN	UN	UN
Minority Interest	UN	UN	UN	UN
Other Liabilities	83,000,000.00	88,000,000.00	90,000,000.00	91,000,000.00
Misc Stocks Options Warrant	0.00	0.00	18,000,000.00	18,000,000.00
Total Liabilities	**4,275,000,000.00**	**4,203,000,000.00**	**4,215,000,000.00**	**4,185,000,000.00**
SHAREHOLDER'S EQUITY				
Preferred Stock Amount	UN	UN	UN	UN
Common Stock	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00
Retained Earnings	-160,000,000.00	-220,000,000.00	-236,000,000.00	-273,000,000.00
Treasury Stock	-268,000,000.00	-254,000,000.00	-246,000,000.00	-246,000,000.00
Capital Surplus	2,684,000,000.00	2,691,000,000.00	2,697,000,000.00	2,711,000,000.00
Other Equity	-65,000,000.00	-67,000,000.00	-64,000,000.00	-78,000,000.00
Total Equity	**2,197,000,000.00**	**2,156,000,000.00**	**2,157,000,000.00**	**2,120,000,000.00**

Income Statement

Quarter	Q3	Q2	Q1	Q4
Quarter Ending	**Sep 29 2018**	**Jun 30 2018**	**Mar 31 2018**	**Dec 30 2017**
Sales (Revenue)	2,887,000,000.00	2,628,000,000.00	2,830,000,000.00	2,581,000,000.00
Cost of Revenue	2,201,000,000.00	2,032,000,000.00	2,163,000,000.00	1,974,000,000.00
Gross Profit	**686,000,000.00**	**596,000,000.00**	**667,000,000.00**	**607,000,000.00**
Sales And General Admin	567,000,000.00	534,000,000.00	573,000,000.00	503,000,000.00
Research and Development Expense	UN	UN	UN	UN
Non Recurring Expenses	14,000,000.00	14,000,000.00	17,000,000.00	35,000,000.00
Other Operating Items	UN	UN	UN	UN
Operating Income	105,000,000.00	48,000,000.00	77,000,000.00	69,000,000.00
Net Total Other Income and Expenses	11,000,000.00	11,000,000.00	7,000,000.00	-5,000,000.00
Earnings Before Interest and Taxes	116,000,000.00	59,000,000.00	84,000,000.00	64,000,000.00
Interest Expense	31,000,000.00	31,000,000.00	29,000,000.00	23,000,000.00
Earning Before Tax	85,000,000.00	28,000,000.00	55,000,000.00	41,000,000.00

Income Tax Expense	24,000,000.00	9,000,000.00	22,000,000.00	90,000,000.00
Equity Earnings or Loss	UN	UN	UN	UN
Minority Interest Expense	UN	UN	UN	UN
Net Income From Continuing Operations	61,000,000.00	19,000,000.00	33,000,000.00	-49,000,000.00
Discontinued Operations	0.00	-3,000,000.00	8,000,000.00	-3,000,000.00
Effect of Accounting Changes	UN	UN	UN	UN
Extraordinary Items	UN	UN	UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00	0.00
Net Income	**61,000,000.00**	**16,000,000.00**	**41,000,000.00**	**-52,000,000.00**
Preferred Stocks and Other Adjustments	UN	UN	UN	UN
Net Income Applicable to Common Shares	61,000,000.00	16,000,000.00	41,000,000.00	-52,000,000.00

Statement of Cash Flow

Quarter	**Q3**	**Q2**	**Q1**	**Q4**
Quarter Ending	**Sep 29 2018**	**Jun 30 2018**	**Mar 31 2018**	**Dec 30 2017**
Depreciation	51,000,000.00	47,000,000.00	51,000,000.00	42,000,000.00
Net Income Adjustments	37,000,000.00	22,000,000.00	29,000,000.00	128,000,000.00
Changes in Liabilities	UN	UN	UN	-252,000,000.00
Changes in Accounts Receivables	UN	UN	UN	15,000,000.00
Changes in Inventories	UN	UN	UN	160,000,000.00
Changes in Other Operating Activities	158,000,000.00	-7,000,000.00	126,000,000.00	7,000,000.00
Net Cash Flows - Operating Activities	304,000,000.00	44,000,000.00	207,000,000.00	59,000,000.00
Capital Expenditures	-47,000,000.00	-37,000,000.00	-37,000,000.00	-49,000,000.00
Investments	-0.00	UN	UN	-0.00
Other Cash Flows from Investing Activities	-32,000,000.00	1,000,000.00	-29,000,000.00	-858,000,000.00
Net Cash Flows - Investing Activities	-79,000,000.00	-36,000,000.00	-66,000,000.00	-907,000,000.00
Dividends Paid	-14,000,000.00	-14,000,000.00	-14,000,000.00	-14,000,000.00
Sale and Purchase of Stock	-14,000,000.00	-26,000,000.00	0.00	-22,000,000.00
Net Borrowings	-23,000,000.00	-26,000,000.00	-25,000,000.00	718,000,000.00
Other Cash Flows from Financing Activities	-2,000,000.00	0.00	-1,000,000.00	2,000,000.00
Net Cash Flows - Financing Activities	-52,000,000.00	-66,000,000.00	-41,000,000.00	672,000,000.00
Effect of Exchange Rate	1,000,000.00	-3,000,000.00	-2,000,000.00	-1,000,000.00
Change in Cash and Cash Equivalents	177,000,000.00	-27,000,000.00	138,000,000.00	-188,000,000.00

Financial Ratios

Quarter	**Q3**	**Q2**	**Q1**	**Q4**
Quarter Ending	**Sep 29 2018**	**Jun 30 2018**	**Mar 31 2018**	**Dec 30 2017**
Solvency Ratios				
Current Ratio	1.35	1.38	1.39	1.40
Quick Ratio	0.84	0.78	0.80	0.76
Current Liabilities to Net Worth (%)	101.41	98.33	96.83	95.70
Total Liabilities/Net Worth (%)	194.58	194.94	193.79	195.74
Current Liabilities to Inventory	217.79	188.95	203.87	187.19
Fixed Assets to Net Worth (%)	33.86	33.49	32.78	33.91
Cash Ratio	0.42	0.35	0.35	0.30
Efficiency Ratios				
Accounts Payable to Sales Ratio	0.74	0.77	0.70	0.73
Sales to Working Capital Ratio	3.69	3.30	3.44	3.13
Sales to Inventory (%)	282.21	234.22	273.96	236.14
Assets/Sales	224.18	241.97	225.80	244.98
ROCE (%)	2.73	1.39	1.96	1.50
Profitability Ratios				
Return on Net Worth (%)	2.78	0.74	1.90	-2.45
Return on Assets (%)	0.94	0.25	0.64	-0.82
Return on Sales (%)	4.02	2.25	2.97	2.48
Gross Profit Margin (%)	23.76	22.68	23.57	23.52
Operating Margin (%)	3.64	1.83	2.72	2.67
Pre-Tax Profit Margin (%)	2.94	1.07	1.94	1.59
Profit Margin (%)	2.11	0.61	1.45	-2.01
Pre-Tax Return on Equity (%)	3.87	1.30	2.55	1.93
After Tax Return on Equity (%)	2.78	0.74	1.90	-2.45
Operating Income to Interest Ratio	3.39	1.55	2.66	3.00
Financial Leverage Ratios				
EBITDA to EBIT Ratio	1.44	1.80	1.61	1.66
Debt to Income Ratio	70.08	262.69	102.80	-80.48
Debt to Equity Ratio	1.95	1.95	1.95	1.97
Equity Ratio (%)	33.95	33.90	33.76	33.53
Interest Coverage Ratio	3.74	1.90	2.90	2.78
Interest Coverage by EBITDA Ratio	2.10	0.39	1.14	0.96

Note:UN=Unavailable

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Statement Update

11/08/2018

Interim Consolidated statement dated SEP 29 2018 (in thousands):

Assets		**Liabilities**	
Cash	925,000	Accts Pay	1,085,000
Accts Rec	950,000	S-T Borrowings & L-T Debt	92,000
Inventory	1,023,000	Accruals	1,048,000
Prepaid Exps & Other Current Assets	112,000	Taxes	3,000
Curr Assets	3,010,000	**Curr Liabs**	2,228,000
Fixt & Equip	744,000	Def Income Taxes & Other L/T Liabs	318,000
Goodwill	908,000	Long-Term Debt-Net	887,000
Other Intangible Assets-Net	434,000	L.T. Liab-Other	842,000
Timber Notes Receivable	847,000	COMMON STOCK	6,000
Other Assets	529,000	ADDIT. PD.-IN CAP	2,684,000
		ACCUM OTHER COMPREHENSIVE LOSS	(65,000)
		RETAINED EARNINGS	(160,000)
		TREASURY STOCK	(268,000)
Total Assets	6,472,000	**Total Liabilities + Equity**	6,472,000

From DEC 31 2017 to SEP 29 2018 sales $8,345,000,000; cost of goods sold $6,396,000,000. Gross profit $1,949,000,000; operating expenses $1,719,000,000. Operating income $230,000,000; other income $34,000,000; other expenses $91,000,000; net income before taxes $173,000,000; Federal income tax $55,000,000; net income $118,000,000.

Statement obtained from Securities And Exchange Commission. Prepared from books without audit.

Explanations
The net worth of this company includes intangibles; Other Assets consist of deferred income taxes and other assets; Other Long Term Liabilities consist of pension and postretirement obligations-net and non recourse debt.

Additional Financial Data

Fiscal Consolidated statement dated DEC 30 2017 (in thousands):

Tab 7 - Appendix D
Attachment 7.1

Assets		Liabilities	
Cash	622,000	Accts Pay	892,000
Accts Rec	931,000	Borrowings & Long-Term Debt	96,000
Inventory	1,093,000	Accruals	986,000
Prepaid Exps & Other Current Assets	86,000	Taxes	5,000
Discontinued Operations	139,000	Discontinued Operations	67,000
Curr Assets	**2,871,000**	**Curr Liabs**	**2,046,000**
Fixt & Equip	725,000	Deferred Income Taxes & Other Liabs	336,000
Goodwill	851,000	Long-Term Debt-Net	936,000
Other Intangible Assets-Net	448,000	L.T. Liab-Other	885,000
Timber Notes Receivable	863,000	COMMON STOCK	6,000
Other Assets	565,000	ADDIT. PD.-IN CAP	2,711,000
		TREASURY STOCK	(246,000)
		RETAINED EARNINGS	(273,000)
		ACCUM OTHER COMPREHENSIVE LOSS	(78,000)
Total Assets	**6,323,000**	**Total Liabilities + Equity**	**6,323,000**

From JAN 01 2017 to DEC 30 2017 annual sales $10,240,000,000; cost of goods sold $7,779,000,000. Gross profit $2,461,000,000; operating expenses $2,120,000,000. Operating income $341,000,000; other income $22,000,000; other expenses $64,000,000; net income before taxes $299,000,000; Federal income tax $153,000,000. Net income $181,000,000. Discontinued Operations $35,000,000.

Statement obtained from Securities And Exchange Commission. Prepared from statement(s) by Accountant: Deloitte & Touche LLP, Boca Raton, Florida.

ACCOUNTANTS OPINION

A review of the accountant's opinion indicated that the financial statement meets generally accepted accounting principles and the audit contains no qualifications.

The net worth of this company includes intangibles.

Other assets consist of deferred income taxes and other assets.

Other long term liabilities consist of pension & postretirement obligations-net, non-recourse debt and redeemable noncontrolling interest.

The report was updated using information the company filed with the Securities and Exchange Commission.

Key Business Ratios

Statement Date	Dec 30 2017
Based on this Number of Establishments	15

		Industry Norms Based On 15 Establishments	
	This Business	**Industry Median**	**Industry Quartile**
Profitability			
Return on Sales %	1.8	0.2	1
Return on Net Worth %	8.5	0.9	1
Short-Term Solvency			
Current Ratio	1.4	2.3	3
Quick Ratio	0.8	1.4	3
Efficiency			
Assets to Sales %	61.7	33.4	4
Sales / Net Working Capital	12.4	7.6	1
Utilization			
Total Liabilities / Net Worth (%)	198.3	71.9	4

Associations

All Credit Files Created from this D&B Live Report

Company Name	Type	Status	Date Created
OD EC TEST ACCOUNT	ACCOUNT - #33557	Credit Increase Recommended	06/26/2012 08:58 AM EDT

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

Company Name	Type	Status	Date Created
OD EC TEST ACCOUNT	ACCOUNT - #33557	Credit Increase Recommended	06/26/2012 08:58 AM EDT
OFFICE DEPOT, INC.	Application - #FCLM5EAXG	Approved	11/06/2014 01:55 PM EST
Officedepot	Application - #FCLM5EAYL	Approved	11/06/2014 01:57 PM EST
Officedepot	Application - #FCL95EMC8	Approved	11/06/2014 02:04 PM EST
Officedepot	Application - #FCLC5EG6T	Approved	11/06/2014 02:32 PM EST
Officedepot	Application - #FCLH5EXX5	Approved	11/06/2014 02:39 PM EST
Officedepot	Application - #FCLL5EXQF	Approved	11/06/2014 02:42 PM EST
OFFICE DEPOT, INC.	Application - #FCL35EYGG	Approved	11/06/2014 03:39 PM EST
OFFICE DEPOT, INC.	Application - #FCLK5EYXW	Approved	11/06/2014 03:39 PM EST
OFFICE DEPOT, INC.	Application - #FCLE5EY55	Approved	11/06/2014 03:42 PM EST
Officedepot	Application - #FCLD5EY8F	Approved	11/06/2014 03:45 PM EST
Officedepot	Application - #FCLK5843V	Approved	11/07/2014 09:38 AM EST
Officedepot	Application - #FCLLJN9XB	Approved	11/10/2014 09:31 AM EST
Officedepot	Application - #FCLBJCKYN	Approved	11/10/2014 10:51 AM EST
Officedepot	Application - #FCLKJCKEL	Approved	11/10/2014 10:53 AM EST
OFFICE DEPOT, INC.	Application - #FCLLJCAA8	Approved	11/10/2014 11:00 AM EST
OFFICE DEPOT, INC.	Application - #FCLD3KWF	Approved	12/02/2014 04:09 PM EST
OFFICE DEPOT, INC.	Application - #FCL4EK5FW	Approved	12/22/2014 02:29 PM EST
OFFICE DEPOT, INC.	Application - #FCLKEK59A	Approved	12/22/2014 02:29 PM EST
OFFICE DEPOT, INC.	Application - #FCLDEKJDB	Approved	12/22/2014 02:29 PM EST
OD FLEX 15 TEST	Application - #FCHFA9X3N	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHHA9XJD	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHTA9XEJ	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHGAFD4C	Approved	04/30/2015 08:35 AM EDT
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OD FLEX 15 TEST	Application - #FCHBAFDYJ	Approved	04/30/2015 08:35 AM EDT
OFFICE DEPOT	Application - #FCHLX6CPA	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCHKX6CN6	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCH5X6CTD	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCHEX6AJY	Approved	06/16/2015 01:11 PM EDT
OFFICE DEPOT	Application - #FCHLLGJJ9	Approved	06/22/2015 03:22 PM EDT
OFFICE DEPOT	Application - #FCH4LG3FG	Approved	06/22/2015 03:30 PM EDT
OFFICE DEPOT	Application - #FCHNLGEH5	Approved	06/22/2015 03:35 PM EDT
Company	Application - #FCHGJLKY5	Approved	09/30/2015 12:43 AM EDT
Company	Application - #FCH5JLK4Y	Approved	09/30/2015 12:43 AM EDT
OD Land	Application - #FCHJJPMVV	Approved	10/07/2015 12:14 PM EDT
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TEST	Application - #FCHG3PGXE	Approved	10/21/2015 04:54 PM EDT
TEST	Application - #FCHC3PGEC	Approved	10/21/2015 04:56 PM EDT
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TEST	Application - #FCHTE5VLY	Approved	10/29/2015 05:26 PM EDT
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OD Testing	Application - #FCHFPTBN4	Approved	01/20/2016 12:21 PM EST
OD Test Account	Application - #FCH3P9PDG	Approved	01/21/2016 02:55 PM EST
TM Inc.	Application - #FCHMBCAGE	Approved	01/23/2016 06:11 AM EST
OD Test Account	Application - #FCHJBEA3G	Approved	02/01/2016 01:53 PM EST
OD TEST ACCOUNT	Application - #FCHHBE33	Approved	02/01/2016 02:08 PM EST
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OD 50-99	Application - #FCHF939TY	Approved	02/16/2016 10:50 AM EST
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OD 150-199	Application - #FCHK93FJH	Approved	02/16/2016 10:50 AM EST
OD 200-249	Application - #FCHN93FDV	Approved	02/16/2016 10:51 AM EST
OD 250-500	Application - #FCHJ93F3G	Approved	02/16/2016 10:51 AM EST
OD 500	Application - #FCHJ93FNE	Approved	02/16/2016 10:51 AM EST
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OD Flex Test	Application - #FCW6AFWQE	Approved	05/19/2016 11:34 AM EDT
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OFFICE DEPOT - Phoenix	Application - #FCNBNVE43D	Approved	04/04/2017 11:58 AM EDT
OFFICE DEPOT	Application - #FCNCKLAJKY	Approved	08/18/2017 05:54 PM EDT
STEVE HOOVER	ACCOUNT - #638744	Credit Review Required	09/05/2017 02:24 PM EDT
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436	ACCOUNT - #33299954	Credit Increase Recommended	06/11/2018 02:14 PM EDT
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depot	Application - #FCNCGB8CKY	Approved	07/17/2018 01:44 PM EDT
office depot	Application - #FCNBGFDYLN	Approved	07/19/2018 02:58 PM EDT
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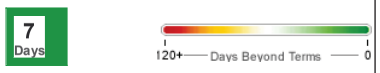
Office Depot	Application - #FCNAL4VYHX	Approved	10/11/2018 11:25 AM EDT

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

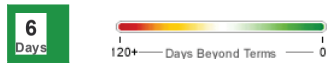
Days Beyond Terms - Past 3 & 12 Months

3 months from Nov 18 to Jan 19



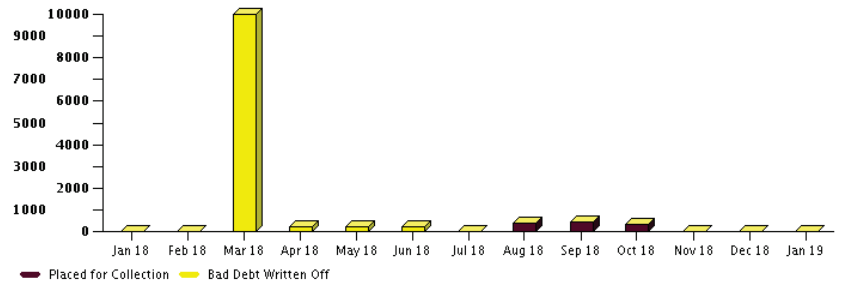
Dollar-weighted average of **7383** payment experiences reported from **115** companies

12 months from Feb 18 to Jan 19



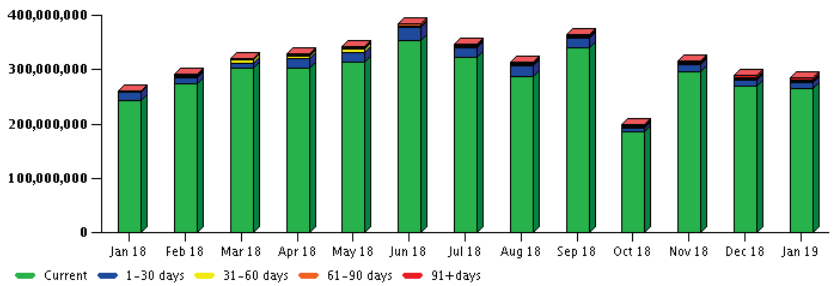
Dollar-weighted average of **8314** payment experiences reported from **189** companies

Derogatory Events Last 13 Months from Jan 18 to Jan 19



Status	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19
Placed for collection	-	-	-	-	-	-	-	365 on 1 acct	438 on 1 acct	326 on 1 acct	-	-	-
Bad debt written off	-	-	9,994 on 4 acct	200 on 1 acct	200 on 1 acct	200 on 1 acct	-	-	-	-	-	-	-

Total Amount Current and Past Due - 13 month trend from Jan 18 to Jan 19



Status	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	D
Total	261,256,986	291,887,364	321,381,782	328,435,420	341,561,759	385,327,120	346,241,969	314,915,387	364,960,347	199,845,552	316,592,832	289,
Current	244,007,764	275,037,917	301,780,092	302,772,993	314,413,179	353,785,075	323,431,959	286,986,289	340,741,186	184,616,100	295,359,480	270,
1-30 Days Past Due	13,809,650	10,613,628	9,956,575	17,482,862	17,863,345	23,245,323	16,886,016	19,660,397	17,742,126	8,087,282	13,266,727	11,
31-60 Days Past Due	1,512,902	2,531,503	5,868,781	4,937,204	5,445,784	2,975,707	1,393,872	3,303,968	1,609,985	1,471,711	2,406,066	2,
61-90 Days Past Due	669,972	2,369,452	2,310,120	1,865,263	2,306,325	3,680,202	2,530,921	2,707,192	2,348,228	2,812,171	2,013,805	1,
90+ Days Past Due	1,256,698	1,334,864	1,466,214	1,377,098	1,533,126	1,640,813	1,999,201	2,257,541	2,518,822	2,858,288	3,546,754	3,

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Disclaimer: The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

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Tab Eight:

National IPA Response Exhibits for Reference (Appendix D, Exhibits C, D, & H)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03

Office DEPOT

OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 8: National IPA Supplemental Appendix D Exhibits (C, D & H)

Appendix D

Requirements for National Cooperative Contract
To be Administered by
OMNIA Partners

The following supplemental exhibits, which were included in the solicitation and cited within the text of the response. These are provided as a reference as a supplemental tab in our submission

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on a OMNIA Partners Party website (such as www.omniapartners.com/publicsector or www.nationalipa.org or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, several suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates

and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIAL PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

[Insert Participating Public Agency Name]	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY d/b/a OMNIA Partners Public Sector
_____	_____
Signature	Signature
_____	Sarah Vavra
Name	Name
_____	Sr. Vice President, Public Sector Contracting
Title	Title
_____	_____
Date	Date

EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Marylan	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:
BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT

SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UTWELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES

OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
AVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT

OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITIONOREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

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Tab 8: Additional Required Documents (Appendix C)

APPENDIX C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
DOC #2	Antitrust Certification Statements (Tex. Government Code § 2155.005)
DOC #3	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #4	Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

1/22/19
Date

VP, Public Sector
Authorized Signature & Title

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Office Depot, Inc.

Address

6600 N Military Trail

Boca Raton, FL 33496

Phone

561-438-4800

Fax

800-593-8830

Contact

Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title

Official Authorizing Proposal

Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-440027

Date Filed:
01/09/2019

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Office Depot
Boca Raton, FL United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Region 4 ESC

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
19-03
RFP - Office Supplies, Related Products and Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is Susan Cummings and my date of birth is 5/10/70

My address is 6600 N Military Trail (street), Boca Raton (city), FL (state), 33496 (zip code), USA (country)

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

Executed in Gwinnett County, State of GEORGIA, on the 22 day of January (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Susan Cummings, as an authorized representative of Office Depot, Inc., a contractor engaged by Office Depot Inc.

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

1/22/19
Date

Form Revised 10/27/201

EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SMC Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES BMC Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES BMC Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES BMC Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency 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 CFR part 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..

Does Vendor agree? YES SMC Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Office Depot, Inc

Address, City, State and Zip Code: 6600 N Military Trail, Boca Raton, FL 33496

Phone Number: 561-438-4800 Fax Number: 800-593-8830

Printed Name and Title of Authorized Representative: Susan Cummings, Vice President, Public Sector

Email Address: Susan.Cummings@Officedepot.com

Signature of Authorized Representative: SMA Date: 1/22/19

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Office Depot, Inc
Street: 6600 Old Military Trail
City, State, Zip Code: Boca Raton FL 33496

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Susan Cummings, an authorized representative of Office Depot, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
BlackRock Institutional Trust Company, N.A.	400 Howard Street, San Francisco, California,	13.5%
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355	10.2%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

1/22/19 — Vice President, Public Sector

Date — *Authorized Signature and Title*

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Office Depot, Inc
Street: 6600 North Military Trail
City, State, Zip Code: Boca Raton, FL 33496

State of New Jersey
County of Passaic

I, Susan Cummings (Name) residing in Clifton (City)

in the County of Passaic, State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President, Public Sector (Title) of the firm of Office Depot, Inc (Company Name)

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Office Depot, Inc (Company Name)

Vice President, Public Sector (Authorized Signature & Title)

Subscribed and sworn before me

this 22 day of January 20 19.

Kimberly D Higgins

Notary Public of Gwinnett Co., Ga

My commission expires August 5 20 22

KIMBERLY D HIGGINS
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires August 5, 2022

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Office Depot, Inc
Street: 6600 North Military Trail
City, State, Zip Code: Boca Raton, FL 33496

Proposal Certification:
Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:
Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Vice President, Public Sector
Authorized Signature and Title

1/22/19
Date

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Doc #4. continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name: Office Depot, Inc

Address: 6600 North Military Trail

City: Boca Raton State: FL Zip: 33496-2434

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Susan Cummings Printed Name	Vice President, Public Sector Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[ ] Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

[ ] Check here if the information is continued on subsequent page(s)

Doc #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
(County Executive)	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Doc #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

X I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership	X Corporation	☐ Sole Proprietorship
☐ Limited Partnership	☐ Limited Liability Corporation	☐ Limited Liability Partnership
☐ Subchapter S Corporation		

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name	Home Address
BlackRock Institutional Trust Company, N.A.	400 Howard Street, San Francisco, California,
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355

Subscribed and sworn before me this 22nd day of January, 20 19

(Affiant)

(Notary Public) KIMBERLY D HIGGINS

Susan Cummings, Vice President, Public Sector
(Print name & title of affiant)

My Commission expires: August 5, 2022

Please see Secretary's Certificate with Seal on next page.
(Corporate Seal)

KIMBERLY D HIGGINS NOTARY PUBLIC GWINNETT COUNTY, GEORGIA My Commission Expires August 5, 2022

Doc #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

See certificate on subsequent page.

Doc #7

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation 19-05 **Bidder/Offeror:** Office Depot, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name: Susan Cummings Relationship to Bidder/Offeror: Vice President, E

Description of Activities: Provision of office and classroom supplies, products and furniture

Duration of Engagement: 3 to 5 years Anticipated Cessation Date: 2024

Bidder/Offeror Contact Name: Susan Cummings Contact Phone Number: 513-881-7288

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Susan Cummings Signature: [signature]

Title: Vice President, Public Sector Date: 1/22/17

NJ Certificate of
Employee Informatic

Certification 1356

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2018 to 15-APR-2021

OFFICE DEPOT, INC.
6600 NO. MILITARY TRAIL
BOCA RATON FL 33496

ELIZABETH MAHER MUOIO
State Treasurer

Office DEPOT

OFFICE DEPOT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Joseph White, hereby certifies that he is the Assistant Secretary of Office Depot, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware (the "Corporation"), and that, as such, he is authorized to execute this Certificate on behalf of the Corporation, and further certifies that:

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and

2. Susan Cummings serves as Vice President, Public Sector Partnerships, and as such, she is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 11th day of July, 2017.

OFFICE DEPOT, INC.

By: _____
Joseph White
Assistant Secretary

FULTON COUNTY

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

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

Requesting Department/Agency Department Of Real Estate & Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3772

Cooperative Contract Number and Title: #R190303, Office Supplies, Related Products and Services

Estimated Spending Request: 150,000.00

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

__X___ **Public Cooperative Entity** (EX: Omnia Partners, NASPO) **List Cooperative Entity:** Omnia Partners	_____ **State of Georgia Statewide Contracts** (Department of Administrative Services)
_____ **Federal Government** (GSA Contract)	_____ **Other Governmental Entity** (Ex: City of Atlanta, Dekalb County) **List Government Entity:**

Verification Requirements

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

1. Provide justification for the use of the cooperative purchase. The Cooperative Purchasing Contract, to provide and deliver copy paper and related supplies on an "as-needed" basis for Countywide Departments. The vendor will delivery directly to the location of requesting agency, which will result in a reduction in fuel consumption on DREAM delivery vehicles, allowed County personnel to be assigned to other logistical work. Require less warehouse space to store paper.
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. The County will receive 1-2% in rebates.
    c. Service delivery requirement advantages. Next day service delivery
    d. Document market research that was completed to determine use of cooperative purchase request.

e. The vendor will deliver directly to the location of requesting agency, which will result in a reduction of fuel consumption on DREAM delivery vehicles.

3. 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.	X	
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	X	
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	X	
The use of the contract meets the needs of the requesting department/agency.	X	
The proposed contracting entity is authorized to conduct business in the State of Georgia.	X	
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.	X	
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.		
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contact. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.	X	

Purchasing Representative Recommendation:

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

X__ 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 6/8/2026

Chief Purchasing Agent _____ Date_____

Performance Evaluation Details

ID	E4
Project	Office Supplies, Related Products and Services
Project Number	R190303
Supplier	Office Depot
Supplier Project Contact	Anthony Cornwall (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	04/08/2025
Evaluation Type	Formal
Interview Date	03/31/2025
Expectations Meeting Date	03/31/2025
Status	Completed
Publication Date	04/08/2025 09:48 AM EDT
Completion Date	04/08/2025 09:48 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 *Not Specified*

TIMELINESS OF PERFORMANCE **17/20**

Rating

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

Comments *Not Specified*

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*

Docusign Envelope ID: 713CBBBA-3FE6-41BF-B3B3-9CAFBF2FA29E

Request for Contract Update

Pursuant to the terms of contract number;
R230303 Educational School Supplies, Instructional Solutions, and Related Products
R190303 Office Supplies, Related Products and Services
R211302 Cleaning Supplies, Breakroom, and Related Products
R191812 Furniture, Installation and Related Services
R210405 Technology Solutions, Products and Services
R240112 Furniture, Installation and Related Services

Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

ODP Business Solutions _____ hereby provides notice of the following update on
(Contractor)

this date March 10, 2025_____.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

■ **Authorized Distributors/Dealers**
_____ Addition
_____Deletion
_____Supporting Documentation

■ **Price Update - Yes**
☒ Supporting Documentation
See attached.

■ **Products/Services**
_____New Addition
_____Update Only
_____Supporting Documentation

■ **Discontinued Products/Services**
_____Supporting Documentation

■ **States/Territories**
_____Supporting Documentation

■ **Other** _____
_____Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Submitted By: Valya Broyer_____

Title: Vice President, ODP Business Solutions_____

Email Address: Valya.Broyer@OfficeDepot.com____

■ **Approved by Email: Date** March 5, 2025 | 11:54 AM CS

■ **Denied by Email: Date**_____

DS

Region 4 ESC: Signed by: Adam Tabar A5A9F62707BB46B... _____

Docusign Envelope ID: 713CBBBA-3FE6-41BF-B3B3-9CAFBF2FA29E

February 26, 2025

Adam Tabor
Director, Procurement
Region 4 Education Service Center
7145 West Tidwell Road, Houston, TX 77092-2096

RE: Tariff Impact and Price Adjustments

Dear Valued Customer,

As you may be aware, the U.S. government has announced that it will be imposing tariffs on goods imported from China, Mexico, and Canada. These tariffs will increase the cost of the products from these countries, and we simply are unable to absorb the entire financial burden.

Therefore, effective as early as March 1, 2025, we will be implementing a price adjustment on those products sourced from China. All price adjustments for affected products will be calculated based on the tariff's specific impact on each product's customer selling price. Attached to this letter is a list of your impacted core list SKUs.

Going forward, we will continuously monitor the imposition of any additional tariffs on products imported from Canada and Mexico, as well as on any other country supplying products to our business, and as a result, we may need to make further price adjustments as may be necessary.

Please know that we are actively exploring ways to mitigate the financial impact of these tariffs and as always, despite these extreme global economic challenges, our commitment to providing you with high-quality products and exceptional service remains unwavering. We believe that these price adjustments are critical to ensuring both the continued sustainability of our business as well as our ability to deliver the utmost value you expect from ODP Business Solutions.

Your service representative will be reaching out with additional details and information so please let them know should you have questions. We appreciate your understanding as we navigate this situation.

Thank you for your valued partnership,

Tom Riccio
SVP of Sales
ODP Business Solutions

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0367 **Meeting Date:** 6/17/2026

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing through the Department of Information Technology (FCIT) statewide contract (SWC 99999-SPDNVPUT-3229-0001) with Presidio Networked Solutions (Norcross, GA) to upgrade and replace internal-facing firewall networking equipment, including associated professional services, for a total cost of $1,775,296.86, inclusive of $1,247,594.04 for Palo Alto equipment and optimization services, and $527,294.74 for Palo Alto extended expertise services (staff augmentation) required following completion of the optimization phase. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or state contracts of more than $100,000 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: This contract will provide Firewalls & Intrusion Prevention System Upgrade and replace firewalls and intrusion prevention systems and implement next-generation firewalls to provide segmentation across the network segments and mitigate cyber-risk. Utilize professional services to assist in the planning, configuration and installation of the firewalls and subscriptions. Community Impact: Mitigate risk by greatly improving the county's cybersecurity

enforcement, posture and policy which provides a greater level of protection for constituents and the county's data.

Scope of Work: The use of this contract will provide for the procurement of, installation and support of current Next Generation Firewall devices under the existing cooperative purchasing contract. The use of the cooperative purchasing contract allows Fulton County to receive all requested hardware from a value-added partner at prices that are reduced and within an expedited timeframe.

Community Impact: None

Department Recommendation: Information Technology Department recommends approval to purchase

Project Implications: It is critical to maintain current upgrades to safeguard County systems. Current Firewalls have reached end of service and are not vulnerable to attacks

Community Issues/Concerns: There are no community concerns with this item.

Department Issues/Concerns: There are no department concerns with this project.

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

Not Applicable

Exhibits Attached

Exhibit 1: Firewall Quote
Exhibit 2: Palo SOW for Optimization
Exhibit 3: Palo SOW for Extended Expertise

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

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contract Attached

No

Previous Contracts

Yes

Agenda Item No.: 26-0367 **Meeting Date:** 6/17/2026

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$1,775,296.86
TOTAL:	$1,775,296.86

Fiscal Impact / Funding Source

Funding Line 1:

500-220-2200-A040

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

Overall Contractor Performance Rating :

Would you select/recommend this vendor again?
Choose an item.

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

PRESIDIO

QUOTE: 2001726071340-01

DATE: 02/19/2026

PAGE: 1 of 1

TO:

FCG - Fulton County Government
Terrence Slaton
141 Pryor St
Atlanta, GA 30303-3444

terrence.slaton@fultoncountyga.gov
(p) 404-612-0010
(f) (404) 612-3895

FROM:

Presidio Networked Solutions LLC
Paul Strangie
3340 Peachtree Rd
Suite 2700
Atlanta, GA 30326

pstrangie@presidio.com
(p) +1.407.284.6658

Customer#: FULTO008

Contract Vehicle: Georgia State Contract Palo Alto Networking Equipment and Related Services 99999-SPD-SPD0000219-0010

Account Manager: Catherine Bowen

Inside Sales Rep: Paul Strangie

Title: 3410 NGFW Refresh Phase 2

Comments: Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendor changes the price that Presidio must pay for any software, goods, or services resold, for any reason. In the event any such change is required after customer has accepted such quote, the customer's sole options are to accept the revised price or cancel the order.

#	Part #	Description	Unit Price	Qty	Ext Price
PA-3410					
1	PAN-PA-3410-BND-CORESEC-3YR	PA-3410, Precision AI Network Security Bundle (Adv Threat Prevention, Adv URL Filtering, Adv Wildfire, Adv DNS Security and Adv SD-WAN), 3YR	$50,288.37	7	$352,018.59
2	PAN-SVC-PREM-3410-3YR	PREMIUM SUPPORT 3-YEAR PREPAID, PA-3410	$17,065.69	7	$119,459.83
3	PAN-PA-3410	PA-3410 with redundant AC power supplies	$22,115.48	7	$154,808.36
4	PAN-NGFW-SCM-PRO	Strata Cloud Manager - Pro (incl Strata Logging Service) for NGFW subscription capacity (30% of HW LP) for current entire firewall estate (per quote)	$338,715.34	1	$338,715.34
			Total (PA-3410):		**$965,002.12**
Presidio PS					
5	PS-SVC-MN-FF	Professional Services - Modern Networks - Fixed Fee	$282,591.92	1.0000	$282,591.92
		Deliverable: 100% Prepayment			
6	PAN-CONSULT-EE-DD-FW	EXTENDED EXPERTISE DEDICATED PA SERIES	$527,702.82	1	$527,702.82
			Total (Presidio PS):		**$810,294.74**

Sub Total:	**$1,775,296.86**
Grand Total:	**$1,775,296.86**

THE TERMS AND CONDITIONS OF #99999-SPD-SPD0000219-0010 SHALL GOVERN THIS QUOTE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

PRESIDIO®

Palo Optimization Services

STATEMENT OF WORK

FCG - Fulton County Government

SOW Date: February 17, 2026

Opportunity #: 1001726059254.1

Valid for: 60 Days

CONTACT INFORMATION

Client Name: FCG - Fulton County Government	**Account Manager:** Catherine Bowen
Contact Name: Terrence Slaton	**Account Manager Email:** cbowen@presidio.com
Contact Phone: 404-612-0010	**Solution Architect:**
Contact Email: terrence.slaton@fultoncountyga.gov	**Sales Overlay Manager:**
Contact Address: 141 Pryor St Atlanta, GA 30303-3444	**Sales Overlay Manager Email:**

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Other product and company names mentioned herein may be the trademarks of their respective owners. The scope and pricing are valid for 60 days unless otherwise noted.

1. EXECUTIVE OVERVIEW

1.1. Project Introduction

Presidio is pleased to propose the following solution to FCG - Fulton County Government (“Client”). This Statement of Work (“SOW”) defines the tasks to be performed and the responsibilities of Presidio and Client.

The Professional Services as stated within this SOW are subject to and shall be governed by Presidio’s Terms of Service Agreement (https://presidio.com/presidio-terms-of-service-agreement) which are incorporated into and made a part of this SOW by this reference; unless a valid Master Services Agreement (“MSA”) between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed; in which case the terms of the Master Services Agreement shall govern to the extent that they are inconsistent with this SOW.

Presidio will be providing the services described herein through its subcontractor Palo Alto Networks ("Supplier"). Any reference to “Palo Alto Networks” or “Supplier” in this SOW will also be a reference to Presidio.

1.2. Project Summary

Supplier will provide Services on the Client’s existing network security infrastructure (“Legacy Network”) to Palo Alto Networks hardware and software offerings (collectively “Products”) and advanced features described in the Deliverables section of this SOW (the “Target Network”).

The Services will be delivered in a phased approach based on Client requirements and the Palo Alto Networks Products and functions as described below. Palo Alto Networks will provide the Services as described in the Deliverables section of this SOW.

2. PROJECT INFORMATION AND SCOPE OF WORK

2.1. Palo Optimization Services

The Target Network is a Palo Alto Networks platform running a mutually agreed-upon generally available (GA) version of PAN-OS and consisting of the elements in the following tables.

Target Network Elements	
Qty	**Target Platform**
8	PA-3220
1	PA-5220
4	PA-5250
1	Strata Cloud Manager

Target Network Cutover Information	
Cutover Events	
Remote cutover events	12
Additional Target Network Information	
Target Component	**Quantity/Description**
GlobalProtect	
Number of Deployments	1
Number of GlobalProtect Portals	1
Number of GlobalProtect Gateways	Up to 5
Number of GlobalProtect Client App Profiles	Up to 5
Number of HIP Profiles	Up to 5
SSL Decryption	
Outbound Decryption	
Number of SSL Decryption Profiles	Up to 3
Number of SSL Decryption Rules	Up to 15
Number of NGFWs (or NGFW HA Pairs) to perform Decryption	Up to 3
Inbound Decryption	
Number of SSL Decryption Profiles	Up to 3
Number of SSL Decryption Rules	Up to 10
Number of NGFWs (or NGFW HA Pairs) to perform Decryption	Up to 3
Cloud Identity Engine	
Number of Directories	Up to 7
Number of Cloud Authentication Services for supported Identity Providers	Up to 3
Number of Cloud Authentication Profiles	Up to 5
Number of Authentication Profiles	Up to 5
Number of Captive Portals	Up to 5

Target Network Cutover Information	
Number of GlobalProtect configurations/updates	1
Number of CIE Group-Based Security Policies	Up to 10
Strata Cloud Manager	
Number of NGFWs to onboard to AIOps	Up to 13
Number of HA pairs to onboard to SCM	Up to 2
Total Zone Count	Up to 25

2.2. Project Scope

The Services are limited to the Deliverables described in this SOW, as applied to the elements listed in the information section. Any design, configuration, or migration of elements in the Legacy or Target Network other than those listed will require a separate SOW.

The Project Scope shown below represents the in-scope project deliverables, with dependencies, and agreed-upon on-site/remote support.

#	Project Deliverables	On-site/Remote/Both	On-site Visits	On-site Days
1	SecOps Integration	Both	1	4
2	GlobalProtect	Remote	0	0
3	Strata Cloud Manager	Remote	0	0
4	Cloud Identity Engine	Remote	0	0
5	App ID	Remote	0	0
6	SSL Decryption - Inbound	Remote	0	0
7	SSL Decryption - Outbound	Remote	0	0
8	Threat Prevention	Remote	0	0

2.3. Deliverables

Phase Name	Activities to Complete
Kickoff	Complete Project Kickoff Meeting Create Initial Project Plan
SecOps Integration	SecOps Remote Integration SecOps Solution Documentation Kickoff/Planning and Qualification Project Management Onsite Travel Knowledge Transfer
GlobalProtect	Technical Requirements Review Base Config Configure Portal(s)/Gateway(s) Configure Agent Profile(s) Configure HIP Profile(s) Cutover Documentation - As-built Knowledge Transfer Project Management
Strata Cloud Manager, Cloud Identity Engine, and App ID	Strata Cloud Manager - Project Management Strata Cloud Manager - Internal Kickoff Strata Cloud Manager - Client Kickoff Strata Cloud Manager - Docs/Deliverables Strata Cloud Manager - Folder Structure Creation Strata Cloud Manager - Network Variables Approx Total Strata Cloud Manager - Network HA Config Strata Cloud Manager - Network Device Config Strata Cloud Manager - Network Zone: Interface Strata Cloud Manager - Mapping Strata Cloud Manager - Policy Creation Strata Cloud Manager - Close-out Cloud Identity Engine - Project Management Cloud Identity Engine - Review Cloud Identity Engine - Deploy

Phase Name	Activities to Complete
	Cloud Identity Engine - Configuration
	Cloud Identity Engine - Knowledge transfer and Documentation
	App ID - Project Management
	App ID - Project Kickoff
	App ID - Planning and Discovery
	App ID - Configuration and Review
	App ID - Deployment
	App ID - Handover
SSL Decryption (Inbound and Outbound) and Threat Prevention	Decryption - Discovery
	Decryption - Configure Decryption Profiles
	Decryption - Configure Policies
	Decryption - Update Migration/Validation Plans
	Decryption - Cutover
	Decryption - Documentation - Migration/Deployment
	Decryption - Documentation - As-built
	Decryption - Project Management
	Decryption - Knowledge Transfer
	Threat Prevention - Configuration and Review
	Threat Prevention - Planning & Discovery
	Threat Prevention - Project Management
	Threat Prevention - Project Kickoff
	Threat Prevention - Deployment
	Threat Prevention - Handover
Close Out	Complete Final Knowledge Transfer Session
	Review Final As-Built Document

2.4. SecOps Integration Service for NGFW

All Services provided by Palo Alto Networks are for the analysis of one (1) Palo Alto Networks NGFW Policy, for one (1) Security Operations (SecOps) Team. A “Security Operations Team” or “SecOps Team” is defined as an information security group responsible for monitoring and analyzing an organization's security posture on an ongoing basis.

The Services will be performed both on-site and remotely. Travel and Expenses (“T&E”) for one (1) on-site visit for one (1) consultant for a maximum of up to four (4) days are included in the price of the Services.

Service Parameters

Parameter	In Scope	Description
Number of NGFW Policy or Strata Cloud Manager Policy analysis	1	One (1) Palo Alto Networks NGFW Policy analysis or one (1) Palo Alto Networks Strata Cloud Manager Policy analysis for one (1) SecOps Team

2.4.1. Planning and Qualification Document

Palo Alto Networks will, with the Client's assistance, generate a planning document containing the findings and action plan resulting from a management call and project introduction. The management call will be used to discuss the in-depth action items required by the client to achieve the defined milestones within the project.

- Review Client Environment, including:
  - Strata Cloud Manager
    - Folders
    - Snippets
  - Palo Alto Networks Firewall
    - Security Policy
    - Decryption Policy
    - Policy-Based Forwarding
    - Security Profiles
    - Decryption Profiles
    - Zone Protection
  - Strata Cloud Manager Log Collector
- Review Client Environment Team Structure, including:
  - Firewall Change Approval Team
  - Network Operations Team
  - Security Operations Team
- Client-Provided Tech Support File for the project-scoped device(s)

2.4.2. SecOps Optimization

Palo Alto Networks will enhance the SecOps capabilities through the configuration of PAN-OS to enable features that will assist the SecOps in operational activities. All tasks for the SecOps Optimization task will be completed via remote access to the Client's production environment.

Tasks may include:

- Provide a customized SecOps ACC tab to view their threat landscape for a single PAN-OS Device user
- Configuration of up to five (5) EDLs to reduce time for incident mitigation
- Configuration of up to five (5) Log-Links for a single PAN-OS Device
- SecOps Log Profile remediation
- Review new features and their impact on SecOps
- Threat landscape assessment

- Create Daily/Weekly/Monthly reports for the SecOps to view the threat landscape on a single PAN-OS Device

2.4.3. On-site Event Analysis and Knowledge Transfer

A Palo Alto Networks consultant will perform event analysis and/or provide knowledge transfer for Client personnel, for a maximum of eight (8) hours per day for four (4) consecutive days. The topics reviewed and discussed are dynamic depending on configuration and relevant security events. Topics may include:

- How to view their current threat landscape via Application Command Center (ACC)
- Security Event Analysis Review
- Security Policy review and optimization
- Security Profile review and optimization, which may include:
  - Antivirus tuning recommendations
  - Anti-Spyware tuning recommendations
  - Vulnerability Protection tuning recommendations
  - URL Filtering recommendations
  - File Blocking tuning recommendations
  - WildFire configuration recommendations
- Zone Protection recommendations
- Custom Application/Application Override review and optimization
- Review of new features and their impact on SecOps
- How to mitigate bad actors quickly with the configured EDL security policies
- How Log-Links assists in the incident investigation
- Walkthrough of contextual information found in Palo Alto Networks services
  - Applipedia
  - Threat Vault

2.4.4. SecOps Solution Documentation

Palo Alto Networks will deliver SecOps Solution Documentation. This documentation will include the following:

- Recommended Changes Document - create a detailed document that describes policy and configuration recommendations provided during the engagement, and
- an Operations, Administration, and Management Guide for ongoing daily/weekly/monthly tasks
- As-Built Configuration document

Prior to final delivery, Palo Alto Networks will review the SecOps Solution Documentation with the Client team to incorporate Client-specific feedback.

2.5. Deliverables

PROJECT DELIVERABLES	
Project Deliverable	**Deliverable Criteria**
Planning and Qualification Document	Review Client Environment Review Client Environment team structure Review Client equipment catalog Client provided Tech Support File for the project scope(d) devices
SecOps Solution Documentation	Detailed document that describes policy and configuration recommendations provided during the engagement Operations, Administration, and Management Guide for ongoing daily/weekly/monthly tasks As-Built configuration document

2.5.1. Prerequisites, Assumptions, and Exclusions

2.5.1.1. Prerequisites

Prior to the delivery of the Services, Client will ensure that:

- Provide access to key team members as identified by Palo Alto Networks
- Assign a SecOps project resource
- Assign a SecOps team project resource to assist with scheduling and communication between the interfacing teams
- Assign a firewall change approval project resource
- Approve a change window for the Strata Cloud Manager, Log Collector, and Firewall
- Assign a Network Operations project resource with Administration access to PAN-OS Devices
- Assign a SecOps project resource with an understanding of their SIEM RESTful API
- A recent (less than two (2) weeks old) Tech Support File to be provided within one (1) week of engagement start for in-scope device

2.5.1.2. Assumptions

The following assumptions will apply to the Services:

- Client is responsible for any and all process changes
- Implementation of all recommendations will be performed by the Client as desired.

2.5.1.3. Exclusions

This is based upon, and is subject to, the following exclusions:

- No formal training manuals, workbook, lab guides, or other documents will be provided
- Deliverable is non-transferrable
- Knowledge transfer is limited to the Products and Services provided under this Service
- Any activities other than those explicitly defined

2.6. GlobalProtect Deployment

2.6.1. Deliverable Summary

Palo Alto Networks will deploy GlobalProtect remote access service and operationalize client for ongoing expansion and support as defined in the Information section.

2.6.2. Tasks and Activities

- Discovery
- Configure GlobalProtect Portals
- Configure GlobalProtect Gateways
- Assist with the deployment and configuration of Security rules to support the pilot
- Configuration of authentication
- Configuration of pilot GlobalProtect Agent profile(s)
- Support for pilot turn-up
- Knowledge Transfer Enablement of Client for ongoing support and growth
- As-built Documentation

2.6.3. Prerequisites, Assumptions, and Exclusions

2.6.3.1. Prerequisite

The following items are prerequisites before Palo Alto Networks will begin work on the Deliverable:

- The NGFW Platform is deployed and ready for configuration.
- Client has determined how they will deploy the GlobalProtect Agent to endpoints.
- Any required PKI elements in place.
- Any required licenses are installed and enabled.

2.6.3.2. Assumptions

The following are assumptions specific to this Deliverable:

- Client will be responsible for deploying the GlobalProtect Agents down to endpoint
- Client's Remote Access SME will be available during all configuration and deployment activities
- Client and Palo Alto Networks Consultant will determine testing criteria for completion signoff.
- Base configuration and documentation tasks will be performed remotely.

- Palo Alto Networks resources will follow the Client's change control process for the commitment of any production changes.

2.6.3.3. Exclusions

For the avoidance of doubt, the following items are excluded from the Deliverable scope:

- Palo Alto Networks Engineers will not rack, stack or cable devices.
- Palo Alto Networks Engineer is not responsible for deploying the agent down to the endpoint.
- Any activities not defined in the Tasks and Activities section.

2.7. Strata Cloud Manager

2.7.1. Deliverable Summary

Palo Alto Networks will, with Client's assistance, configure the Strata Cloud Manager management system(s) and Log Collector(s), as stated in the Information section, appropriate for the Palo Alto Networks Products in the Target Network. The Target Network Strata Cloud Manager may be configured as stand-alone or in High Availability Active/Passive mode. The Target Network Strata Cloud Manager will be configured to manage the in-scope NGFW(s) as defined in the Information section.

The Deliverable is the successful implementation of the Palo Alto Networks Strata Cloud Manager system with the baseline configurations as defined in the accepted Requirements (defined below) and outlined in the activity list in this section.

Palo Alto Networks will provide As-Built Documentation at the completion of the implementation activities defining the configurations used in the implementation of the Palo Alto Networks Products during this Deliverable.

2.7.2. Tasks and Activities

2.7.2.1. Technical Requirements Review

Palo Alto Networks will review, with Client, a Client-provided architecture, design and configuration of Legacy Network, and document the mutually agreed technical requirements (the "Requirements") for implementation into the Target Network. Requirements include:

- Validate the business and technical goals and objectives behind the Legacy Network and configurations, and apply as applicable to the Target Network configurations.
- Review Client network environment to identify any network or external dependencies that may interfere with the deployment.
- Strata Cloud Manager
  - If new Strata Cloud Manager, initial Strata Cloud Manager system configuration
  - Folders
  - Snippets/Stacks
  - Administrative authentication
  - Security profiles (visibility only) to be applied on the Target Network.
  - URL profiles (alert only) to be applied on the Target Network.
  - Intrusion prevention system settings, such as URL Filtering, Antivirus, Anti-Spyware, and Vulnerability Protection.
  - Logging profiles to be applied on the Target Network.
- Logging
  - Configure Log Collector(s)

2.7.2.2. Strata Cloud Manager Configuration and Review

Palo Alto Networks will work with the Client to configure the targeted Palo Alto Networks Strata Cloud Manager system(s) based on the mutually agreed upon Requirements. Palo Alto Networks will conduct a validation session with Client to verify the Strata Cloud Manager configuration before migration activities.

2.7.2.3. Logging Configuration and Review

Palo Alto Networks will work with the Client to configure the targeted Palo Alto Networks Log Collector configuration(s) based on the mutually agreed upon Requirements. Palo Alto Networks will conduct a validation session between Palo Alto Networks and Client to validate the logging configuration before migration activities.

2.7.3. Prerequisites, Assumptions, and Exclusions

2.7.3.1. Prerequisites

Client must complete the following items before Palo Alto Networks will begin work on the Deliverable:

- All purchased Palo Alto Networks Products (not demo/evaluation) are in a state of readiness for configuration.
  - If hardware appliance(s) are procured, all Palo Alto Networks hardware is racked, stacked, powered, and cabled.
  - If virtual appliance(s) are procured, all host system hardware/software is ready to accept virtual firewall image.
- All Palo Alto Networks Products are registered on the Palo Alto Networks support site.
- Provide Palo Alto Networks all applicable product license(s).
- Provide access to key team members as identified by Palo Alto Networks.
- Provide any identified information to Palo Alto Networks to facilitate the Requirements discussion and configuration planning.
- If requested by Palo Alto Networks, provide timely remote access, without charge, that includes the relevant Palo Alto Networks Products and any required testing equipment.

2.7.3.2. Assumptions

The following are assumptions specific to this Deliverable:

- Client is responsible for any and all configuration changes to any non-Palo Alto Networks products.
- PAN-OS software release recommendation will be based upon generally available hardware and software features as defined in the Requirements.
- Documentation will be provided in English.
- Documentation will be based on Palo Alto Networks snippet formats.

2.7.3.3. Exclusions

For the avoidance of doubt, the following items are excluded from the Deliverable scope:

- Installation of any and all hardware/software necessary for the implementation of the Services, including, but not limited to: all firewalls, servers, operating systems, networking equipment, cabling, and power.

- Security architecture and/or design services, other than what is required by Palo Alto Networks to develop the Requirements document.
- Configuration of any other Palo Alto Networks products not related to the target firewall or management system.
- Lab environment installation or preparation.
- Any activities not defined in the Tasks and Activities section.

2.8. Cloud Identity Engine (CIE) Implementation

2.8.1. Deliverable Summary

Palo Alto Networks will, with the Client's assistance, execute the implementation of the Cloud Identity Engine (CIE) solution for the NGFWs identified in the table below. The implementation will be done in accordance with the Client's change management process. All the work will be performed remotely.

The model and quantity information about the in-scope NGFWs and Strata Cloud Managers can be found in the Information section. It is assumed that the NGFWs are deployed in HA pairs and are managed by Strata Cloud Manager.

2.8.2. Tasks and Activities

- Discovery and Readiness Checks
- Configuration and Deployment of Directory Synchronization of seven (7) supported Directories
- Configuration and Deployment of Cloud Authentication Service of three (3) supported Identity providers
- Create and Deploy Cloud Identity Engine Configuration on the identified NGFWs and Strata Cloud Manager
- Configuration and Deployment of five (5) Cloud Authentication Profiles
- Configuration and Deployment of five (5) Authentication Policies
- Configuration and Deployment of five (5) Captive Portals
- Create/Update one (1) GlobalProtect configuration (applies only to authentication-related configuration)
- Create/Update ten (10) CIE Group-Based Security Policies
- Cutover and post-cutover support
- Knowledge Transfer Enablement of Client for ongoing support and growth. One (1) session is included in scope - four (4) hours max per session
- Creation of deployment plan, testing plan, and as-built documentation

2.8.3. Prerequisites, Assumptions, and Exclusions

2.8.3.1. Prerequisite

The following items are prerequisites before Palo Alto Networks will begin work on the Deliverable:

- The NGFWs are deployed with the appropriate PAN-OS version and ready for CIE configuration
- Client to identify and coordinate key team members who will be responsible for review and delivery of the solution.

- Provide access to key team members as identified by Palo Alto Networks for any follow-up and/or review activities.

2.8.3.2. Assumptions

The following are assumptions specific to this Deliverable:

- All tasks will be performed remotely unless otherwise stated
- Palo Alto Networks resources will follow the Client's change control process for the commitment of any production changes.
- Client will provide agreed-upon PAN-OS (and if applicable, Strata Cloud Manager) configurations to Palo Alto Networks for review and validation
- Proposed design is based on the Client accepting all recommendations
- All documentation will be provided in English

2.8.3.3. Exclusions

For the avoidance of doubt, the following items are excluded from the Deliverable scope:

- Full GlobalProtect deployment (The scope for this engagement is limited to the creation or updating of GlobalProtect CIE authentication-related configuration only)
- Operational support for the CIE solution
- Configuration and/or Method of Procedure guides
- Change Management process
- Any activities not defined in the Tasks section

2.9. App-ID Policy Conversion

The objective of this Service, to be agreed upon at Project kick-off, is to provide the Client with the expertise to:

- Remotely perform an App-ID conversion on an existing NGFW

Service Parameters

Parameter	In Scope	Description
Number of App-ID conversions	1	Perform an App-ID Policy Conversion on an existing Palo Alto Networks NGFW - two cutover events included.
Number of NGFWs	1	One single or one Active/Passive HA pair of NGFWs
Number of Security Rules to convert and review	100	Convert and review up to (100) Security Rules from protocol/port-based to App-ID-based rules.

2.9.1. Discover

Palo Alto Networks will review with the Client the requirements to convert up to (100) Security Rules from protocol/port to App-ID on one (1) NGFW currently being deployed or in production. Palo Alto Networks will work with the Client to identify the target rules, based on their prioritization, and review the conversion process. This will be used to capture the mutually agreed technical requirements (the "Requirements") for implementation of the new capability.

Palo Alto Networks will provide a predefined Technical Requirements Document ("TRD"), as defined under Deliverables, and perform one (1) review with the Client team for the addition of Client-specific requirements. The final TRD will be mutually agreed upon prior to moving to the next phase of the project.

2.9.2. Configure and Review

Palo Alto Networks will work with the Client to configure the targeted Palo Alto Networks device based on the mutually agreed-upon Requirements.

2.9.3. First Pass

Palo Alto Networks will review the configuration and the App-ID converted rules with the Client team before the production deployment event to validate the accuracy of the NGFW configuration. This time must be scheduled in advance and in a single four (4) hour session.

2.9.4. Second Pass

Palo Alto Networks will review the NGFW Traffic Logs for the App-ID converted rules with the Client team after the initial production deployment event to verify App-ID functionality and tune the previously converted App-ID Security Rules. This time must be scheduled in advance and in a single four (4) hour session.

Palo Alto Networks will provide a predefined Deployment Playbook and Validation Plan, as defined under Deliverables, and perform one (1) review with the Client team for the addition of Client-specific requirements and feedback. The final Deployment Validation Plan will be mutually agreed upon prior to moving to the next phase of the project.

2.9.5. Production Deployment

Palo Alto Networks will assist the Client in performing two (2) production deployment events of up to four (4) hours each, scheduled during or after business hours. The purpose of this will be to introduce the App-ID capability into the Client environment after the initial App-ID conversion/review and again after the App-ID review/tuning, as defined under Configure and Review.

Post introduction, Palo Alto Networks will assist with verification of functionality and troubleshooting any production issues related to introducing App-ID. If required, the Consultant will assist the Client and the Palo Alto Networks Technical Assistance Center ("TAC") to raise cases as needed.

2.9.6. Knowledge Transfer

Palo Alto Networks consultant will provide up to four (4) hours of knowledge transfer. This time must be scheduled post-production deployment, in advance, and in sessions two (2) hours in length at a minimum.

2.9.7. Documentation

Palo Alto Networks will provide a predefined As-Built Configuration, as defined under Deliverables, and perform one (1) review with the Client team for the addition of Client-specific feedback.

2.9.8. Deliverables

The following Deliverables will be provided in accordance with the Services:

PROJECT DELIVERABLES	
Project Deliverable	**Deliverable Criteria**
Project Plan	Capture project management requirements Milestones Task/activities Owners Timeline
Technical Requirements Document (“TRD”)	Capture foundational configuration requirements Target NGFW for App-ID conversion Target Security Rules for App-ID conversion Establish a timeline for the Client to provide required information
Deployment Playbook* - based on TRD * Client to develop their own deployment plan	Capture production deployment requirements Production change event timing Production change event success and roll-back criteria Palo Alto Networks steps for deployment and roll-back
Deployment Validation Plan* - based on TRD * Client to develop their own application-specific test plan	Capture production deployment testing requirements Verification of configured functionality per TRD Identification of critical applications/flows - as provided by the Client Key Client testing/support resources for critical applications/flows
As-Built Configuration Document	Document the “as implemented” configuration of the deployed NGFW(s)

2.9.9. Prerequisites, Assumptions, and Exclusions

2.9.9.1. Prerequisite

The following items are prerequisites before Palo Alto Networks will begin work on the Deliverable:

- All purchased Palo Alto Networks NGFWs and/or Panorama are in a state of production readiness for the App-ID configuration.
- Identification of key Security Rules to be converted.

2.9.9.2. Assumptions

The following assumptions will apply to the Services:

- All implementation activity will follow Client's change control processes, as coordinated by Client's SPOC.
- Client will develop their own application test plan and facilitate appropriate testers/support personnel for the production deployment event.
- Palo Alto Networks will work with the Client to integrate into the existing networking environment within the limitations of the Product. Any changes to non-Palo Alto Networks systems in this environment are the responsibility of the Client.

2.9.9.3. Exclusions

This Service Description is based upon, and is subject to, the following exclusions:

- Security architecture or design services and/or documentation.
- App-ID Security Policy Conversion for:
  - More than one (1) NGFW or virtual system.
  - More Security Rules than identified under Service Parameters.
- Creation of custom App-ID(s).
- Redeployment of Palo Alto Networks products due to hardware sizing of the original purchase.
- Development of Client-specific Application Test Plan.

2.10. SSL Decryption

2.10.1. Deliverable Summary

Palo Alto Networks will assist in the deployment and development of SSL Decryption. Palo Alto Networks will create the SSL Decryption Profile(s) and deploy SSL Decryption policy(s) for high-risk categories as defined in the Information section.

- Enable SSL Decryption policy per select Palo Alto Network devices.
- Confirmation of actively encrypting SSL traffic via the Monitor tab of defined categories.
- Palo Alto Networks to deploy Decryption-defined categories.

2.10.2. Tasks and Activities

- Review meeting with Client to determine SSL Decryption policies for implementation.
- Create an SSL Decryption policy for agreed high-risk categories.
- Create an SSL Decryption Profile to handle exceptions.
- Test SSL Decrypt policy for deployed Categories.
- Provide knowledge transfer to Client for the implementation of additional SSL Decryption categories beyond the initially defined categories.

2.10.3. Prerequisites, Assumptions, and Exclusions

2.10.3.1. Prerequisites

The following items are prerequisites before Palo Alto Networks will begin work on the Deliverable:

- Acceptance of the previous Deliverables in this Statement of Work.
- Client has a PKI environment and has created and deployed trust for CA or sub-CA to all endpoints.
- Client provides all required security certificates.
- User-ID and PAN-DB deployed and operational prior to creating the SSL Decryption policy.

2.10.3.2. Assumptions

The following are assumptions specific to this Deliverable:

- Palo Alto Networks will develop and deploy initial SSL Decryption policies as defined in the HLD.
- Additional SSL Decryption policies beyond those defined in the HLD will be developed by the Client.
- Decryption policies may be limited by the perimeter hardware capabilities, that is, CPU and processing power.
- Documentation will be provided in English.
- Documentation will be based on Palo Alto Networks template formats.

2.10.3.3. Exclusions

For the avoidance of doubt, the following items are excluded from the Deliverable scope:

- Decryption of “all URL Categories”.
- Any activities not defined in the Tasks and Activities section.

2.11. Threat Prevention

The objective of this Service, to be agreed upon at project kickoff, is to provide the Client with the expertise to either:

- Remotely review existing Security Profile Groups, or
- Remotely create new Security Profile Groups

2.11.1. General

Parameter	Description
Target System(s)	The target system must be one of: Strata Cloud Manager, VM, or PA-Series NGFW.
Target Subscriptions	Threat, Advanced Threat, WildFire, and DNS Security - ***must*** have active license(s)

Parameter	Description
Target PAN-OS Version(s)	Generally available version of PAN-OS - Advanced Threat ***requires*** 10.2.0 minimum.

2.11.2. Review

Parameter	In Scope	Description
Number of Security Profile Groups	3	Review up to (3) existing Security Profile Groups against best practices
Number of NGFWs or Strata Cloud Manager Folders	5	Apply updated Security Profile Groups to all Security/NAT rules for up to five (5) target Palo Alto Networks NGFWs or Strata Cloud Manager Folders - one cutover event included

2.11.3. Create

Parameter	In Scope	Description
Number of Security Profile Groups	3	Create up to (3) new Security Profile Groups using best practices
Number of NGFWs or Strata Cloud Manager Folders	5	Apply new Security Profile Groups to all Security/NAT rules for up to (5) target Palo Alto Networks NGFWs or Strata Cloud Manager Folders - one cutover event included

2.11.3.1. Planning

Palo Alto Networks will, with Client's participation, conduct planning activities and a project kick-off call. The project kick-off will include a review of the project requirements (review or create), discuss milestone timelines, identify the Client's project team members, and follow-up action items.

Palo Alto Networks will provide a predefined Project Plan, as defined under Deliverables, and perform one (1) review with the Client team for the addition of Client-specific requirements/feedback. The final Project Plan will be mutually agreed upon prior to moving to the next phase of the project.

2.11.3.2. Discover

Review

Palo Alto Networks will review up to three (3) existing Security Profile Groups, already applied to existing NGFW Security/NAT rules, with the Client team and provide recommendations based on best practices. Palo Alto Networks will work with the Client to identify up to five (5) NGFWs or Strata Cloud Manager

Folders to apply the updated Security Profile Groups to. This will be used to capture the mutually agreed technical requirements (the “Requirements”) for updating the existing Security Profile Groups.

2.11.3.3. Create

Palo Alto Networks will assist the Client with identifying requirements for the creation of up to three (3) new Security Profile Groups. Palo Alto Networks will work with the Client to identify up to five (5) NGFWs or Strata Cloud Manager Folders to apply the new Security Profile Groups to. This will be used to capture the mutually agreed technical requirements (the “Requirements”) for creating the new Security Profile Groups.

Palo Alto Networks will provide a predefined Technical Requirements Document (“TRD”), as defined under Deliverables, and perform one (1) review with the Client team for the addition of Client-specific requirements. The final TRD will be mutually agreed upon prior to moving to the next phase of the project.

2.11.3.4. Configure and Review

Palo Alto Networks will work with the Client to configure the targeted Palo Alto Networks device(s) based on the mutually agreed upon Requirements.

Palo Alto Networks will provide a final review prior to the production deployment event to validate the accuracy of the Security Profile Group configuration. This time must be scheduled in advance and in a single two (2) hour session.

Palo Alto Networks will update the existing or provide a new predefined Deployment Playbook and Validation Plan, as defined under Deliverables, and perform one (1) review with the Client team for the addition of Client-specific requirements and feedback. The final Deployment Playbook and Validation Plan will be mutually agreed upon prior to moving to the next phase of the project.

2.11.3.5. Production Deployment

Palo Alto Networks will assist the Client in performing one (1) production deployment event scheduled during or after business hours. The purpose of this will be to introduce the updated or new Security Profile Groups capability into the Client environment.

Post introduction, Palo Alto Networks will assist with verification of functionality and troubleshooting any production issues related to introducing Threat prevention. If required, the Consultant will assist the Client and the Palo Alto Networks Technical Assistance Center (“TAC”) to raise cases as needed.

2.11.3.6. Knowledge Transfer

Palo Alto Networks consultant will provide up to two (2) hours of knowledge transfer. This time must be scheduled post-production deployment, in advance, and in a single two (2) hour session.

2.11.3.7. Documentation

Palo Alto Networks will update an existing or provide a predefined As-Built Configuration, as defined under Deliverables, and perform one (1) review with the Client team for the addition of Client-specific feedback.

2.11.4. Deliverables

PROJECT DELIVERABLES	
Project Deliverable	**Deliverable Criteria**
Project Plan	Capture project management requirements Milestones Task/activities Owners Timeline
Technical Requirements Document (“TRD”)	Review Capture foundational configuration requirements Security Profile Groups to be reviewed Subscription(s) available to configure NGFWs or Folders to update Establish a timeline for the Client to provide the required information Create Capture foundational configuration requirements Security Profile Groups to be created Subscription(s) available to configure NGFWs or Folders to apply to Establish a timeline for the Client to provide the required information
Deployment Playbook - based on TRD	Capture production deployment requirements Production change event timing - if required Production change event success and roll-back criteria Palo Alto Networks steps for deployment and roll-back
Deployment Validation Plan - based on TRD	Capture production deployment testing requirements Verification of configured functionality per TRD

As-Built Configuration Document	Document the “as implemented” configuration of the deployed functionality

2.11.5. Prerequisites, Assumptions, and Exclusions

2.11.5.1. Prerequisite

Prior to the delivery of the Services, Client will ensure that:

- All purchased Palo Alto Networks Products (not demo/evaluation) are in a state of readiness for configuration (racked, stacked, powered, cooled, and cabled).
- All Palo Alto Networks Products are registered on the Palo Alto Networks support site.
- All Palo Alto Networks licenses/activation codes are available to be utilized.
- All Palo Alto Networks systems are at the required version of PAN-OS.

2.11.5.2. Assumptions

The target NGFWs and/or Strata Cloud Manager are in production or being deployed via an existing deployment project.

All implementation activity will follow the Client’s change control processes, as coordinated by the Client’s SPOC.

2.11.5.3. Exclusions

This Service Description is based upon, and is subject to, the following exclusions:

- PAN-OS upgrades to support functionality.
- Security architecture or design services and/or documentation.
- Configuration of parameters for unlicensed capabilities.
- Configuration of new or review of existing Security Profile Groups beyond parameters identified in Service Parameters.
- Redeployment of Palo Alto Networks products due to hardware sizing of the original purchase.

3. ENGAGEMENT INFORMATION

3.1. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team comprises individuals with specific skill sets that will be utilized at different times during a given project. This enables us to provide a highly specialized workforce to the Client and utilize the appropriate resources for the required task. The Project Manager or Project Coordinator will distribute contact information for the project team personnel.

The following Presidio resources will be engaged in this project:

Resource Name	Discipline
Engineer - 3rd party Sub Resource	Network Security

3.2. Locations

All services outlined in this SoW will be performed and delivered remotely unless otherwise specified. Services described in this SoW may be performed or will impact the following locations.

Location	Address	City State ZIP
FCG - Fulton County Government	141 Pryor St	Atlanta, GA 30303-3444

3.3. Outcomes and Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s).

Client's acceptance of all deliverables described in this SOW and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable), and final project acceptance shall be in the "Project Completion Signoff" form provided by the Project Manager or Project Coordinator. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.

For any documentation provided, it shall be reviewed and approved by the Client in accordance with the following procedure:

- If a written list of requested changes is received within five (5) business days, the Presidio Project Team will make the agreed-upon revisions and resubmit the updated version to the client within five (5) business days.
- At that time, the Client has five (5) business days to review and request changes for the final document. If no written response is received from the Client within five (5) business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.
- Deliverables noted in appropriate section.

3.4. Technical Support after Completion

For non-critical support, including system expansion options, assessments, audits, and related services, or services that are not covered by a support contract with Presidio or another vendor, Presidio offers a variety of options, including Fixed Fee, Hourly Rate, or Daily Rate options. Pricing for these services is not included in this Statement of Work.

Managed Services Clients	Non-Managed Services Clients
Technical support for the solution implemented within the scope of this SOW can be obtained by: calling 800-494-0118, sending an email to presidio@service-now.com	Vendor's (such as Cisco or EMC) Support Center or Technical Assistance Center (TAC) is the vehicle for all support. These Vendor Support Centers provide 7x24 support on all hardware and software, including replacement parts, software patches and updates, and configuration assistance.

4. ASSUMPTIONS & RESPONSIBILITIES

Presidio makes the following assumptions and has identified the following Client responsibilities in developing this Statement of Work. These assumptions and responsibilities serve as the foundation on which the project estimate, approach, and timeline were developed. By signing this SOW, Client agrees that these assumptions and responsibilities are correct and valid. Any changes to the following assumptions and responsibilities must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

4.1. Engagement Assumptions

The following project assumptions are made and will be verified as part of the engagement:

- Client has read and agrees with all Items contained or omitted within this Statement of Work.
- This SOW supersedes all prior written or oral agreements, representations, and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this SOW must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
- Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in the gathering of such information. Significant delays, revisits, or cancelled changes outside of Presidio's control may necessitate a change order to account for rescheduling.
- Working Hours: Presidio and Client will jointly agree on the location of the resources, onsite requirements, and what time the services will be provided. By default:
    - Services delivered by resources working in North America and Europe will be provided from 8 AM to 5 PM, relative to the local time zone of the assigned resources, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.
    - Services delivered by resources working in India will be provided from 11 AM to 8 PM IST, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.
    - Resources may work hours other than those defined as normal business hours to accommodate their travel schedules and time zones.
- Any Items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
- If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
- Presidio will not be responsible for troubleshooting networks, applications, and/or hardware if the Client does not have formal change management documented processes and policies.
- Presidio may engage subcontractors and third parties in performing a portion of this work.
- Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
- Some activities included in this project may be performed on Presidio's premises.
- Not all features or functions of the installed system are included in the scope of this engagement.

- Presidio reserves the right to modify the approach outlined within this SOW if it does not alter the timeline or overall outcome of the engagement.
- Presidio will configure the systems outlined within this Statement of Work with a unique set of authentication credentials unless otherwise provided by the Client. Upon the completion of the engagement, Presidio will provide Client with all usernames, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.
- Any documentation will be delivered in Presidio format unless otherwise stated in this SOW.
- Project success criteria will be defined by the Client and jointly agreed to with Presidio.
- Client staff will participate throughout the implementation.

4.2. General Client Obligations, Assumptions, and Exclusions

Successful and timely completion of the Services is subject to Client meeting its obligations under this SOW, and Palo Alto Networks shall not be responsible for any delay due to Client's non-compliance with its obligations.

Client Obligations

Prior to the delivery of the Services, Client will:

- Provide a project manager or other single point of contact ("SPOC") for the project who will be responsible for:
  - Providing all information, as requested by Palo Alto Networks, in a timely manner in order for Palo Alto Networks to consistently achieve the Services in the timeframe for each Deliverable.
  - Acting as the central point of contact to Palo Alto Networks.
  - Coordination of Client resources engaged in the project. Client's technical resources should be qualified on Palo Alto Networks Products.
- Be responsible for the procurement of any and all licenses for the Palo Alto Networks Products and provide to Palo Alto Networks professional services consultant(s) upon request.
- Provide Palo Alto Networks professional services consultant(s) with existing and up-to-date documentation, including, but not limited to: topological diagrams, design documentation, up-to-date configurations, and change management policy documentation.
- Advise Palo Alto Networks of any:
  - Special security, health, and safety matters applicable.
  - Relevant project management meetings related to the project and/or Services, and permit Palo Alto Networks to attend such meetings as appropriate.
- Be responsible for managing all other vendors, including, if applicable, Client's managed services partner or systems integrator.
- Be responsible for any and all configuration changes to any non-Palo Alto Networks Products.
- Provide prompt written notice to Palo Alto Networks as soon as Client becomes aware or has reason to believe that: Client will not meet any of the Client obligations under this Client Obligations section, and/or if any of Palo Alto Networks assumptions will not occur or are inaccurate.
- Provide any additional equipment, such as network analyzers, test equipment, and/or laboratory equipment that are not provided by Palo Alto Networks, but are necessary to perform the Services.

- Ensure that Palo Alto Networks personnel may access and use Client's and third-party licensors' proprietary materials as necessary for Palo Alto Networks to perform the Services. Client warrants and represents that it has the right and authority to grant such access and use to Palo Alto Networks and hereby grants Palo Alto Networks the rights to use and access such proprietary materials as needed for Palo Alto Networks to perform the Services.

Assumptions

Throughout the delivery of the Services, Client will:

- Upon request or as needed, Client shall provide access to the skilled subject matter and technical experts within Client's (or their third-party vendor) organization for Palo Alto Networks to perform the Services.
    - Perform all responsibilities and obligations specified under this Service in a professional workmanlike manner to facilitate the timely completion of the Services.
- Provide direct remote access to the Palo Alto Networks equipment to be worked on via a Palo Alto Networks-owned laptop.
    - Where direct remote access cannot be provided to Palo Alto Networks-owned laptops, Client shall provide alternative laptops with appropriate capabilities and connectivity, or other functionally equivalent connectivity.

Exclusions

This Service is based upon, and is subject to, the following exclusions:

- The Services will not commence until Palo Alto Networks has received a non-cancellable PO for the Services.
- Palo Alto Networks is responsible for providing only the Services with the associated Deliverables described in this Service. Palo Alto Networks shall have no responsibility for other contractors or third parties engaged by Client or another third-party during delivery of the Services unless expressly agreed to in writing.
- Palo Alto Networks shall not be responsible for any delays caused by the Client or any third party.
- Services are non-transferable.

4.3. Client Responsibilities

The following Items are listed as the Client's responsibilities for this engagement. Client is responsible for performing the Items and activities listed in this section or arranging for them to be performed by a third party if appropriate.

- Provide a primary contact and a secondary contact when the primary is unavailable with the authority and the responsibility of issue resolution, and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
- Be responsible for having in place active manufacturer support contracts on all devices that are the subject of this SOW.
- If on-site services are required and authorized, Client will:
    - Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies.
    - Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
- If system access is required:

- Provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
- Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
- Provide VPN remote access for troubleshooting and configurations related to the project, as necessary. Utilizing Webex, Microsoft Teams, or other similar screen-sharing/meeting technology as opposed to independent VPN access or virtual desktop is out of scope. If there is no other option, Presidio will issue a Change Request to add additional funds to the project to accommodate the increase in time and effort.

- Provide required and requested documentation or information needed for the project within two (2) business days unless otherwise agreed to by all parties.
- Provide Presidio with access to their systems, appropriate processes, and personnel as reasonably necessary for Presidio to fulfill its obligations.
- Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Client staff will participate throughout the implementation.
- Participate in all working sessions as required to produce the success and efficacy of the services rendered.
- The Services must be delivered within six (6) months from the SOW Effective Date. Any Services remaining following this period will expire, along with any obligation to deliver any further Services unless otherwise mutually agreed to in writing.

5. PRICING

Presidio will provide the services outlined in this Statement of Work for a fixed fee of **$282,591.92**.

Description	Amount
Project SOW Signing	$282,591.92
Total	**$282,591.92**

- Presidio will bill Client upon signing of this Statement of Work.
- If Client delays the project start or delays work on a subsequent milestone, Client must give Presidio written notice of delay no less than two (2) weeks before work was scheduled to begin. If Client does not give adequate notice of the delay, Client may be liable to pay an amount equal to the milestone to be delayed based on the Project Pricing section.

5.1. Additional Expenses

There is minimal travel included in the pricing. If more travel to the Client's facility is requested and authorized by the Client, then all authorized, reasonable travel and expenses will be reimbursed to Presidio at an actual cost within 30 days of submission of an invoice to the Client.

6. APPROVAL SIGNOFF

The use of signatures on this Statement of Work ensures agreement on project objectives and the work to be performed by Presidio.

Presidio's signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of 60 days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

FCG - Fulton County Government

Signature	Date mm-dd-yyyy
Printed Name	Title

PRESIDIO

Signature	Date mm-dd-yyyy
Printed Name	Title

PRESIDIO®

Palo Services for EE

STATEMENT OF WORK

FCG - Fulton County Government

SOW Date: **February 27, 2026**

Opportunity #: 1001726059924.1

Valid for: 60 Days

CONTACT INFORMATION

Client Name: FCG - Fulton County Government	**Account Manager:** Catherine Bowen
Contact Name: Terrence Slaton	**Account Manager Email:** cbowen@presidio.com
Contact Phone: 404-612-0010	**Solution Architect:**
Contact Email: terrence.slaton@fultoncountyga.gov	**Sales Overlay Manager:**
Contact Address: 141 Pryor St Atlanta, GA 30303-3444	**Sales Overlay Manager Email:**

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1. EXECUTIVE OVERVIEW

1.1. Project Introduction

Presidio is pleased to propose the following solution to FCG - Fulton County Government ("Client"). This Statement of Work ("SOW") defines the tasks to be performed and the responsibilities of Presidio and Client.

The Professional Services as stated within this SOW are subject to and shall be governed by Presidio's Terms of Service Agreement (https://presidio.com/presidio-terms-of-service-agreement) which are incorporated into and made a part of this SOW by this reference; unless a valid Master Services Agreement ("MSA") between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed; in which case the terms of the Master Services Agreement shall govern to the extent that they are inconsistent with this SOW.

Presidio will be providing the services described herein through its subcontractor Palo Alto Networks ("Supplier"). Any reference to "Palo Alto Networks" or "Supplier" in this SOW will also be a reference to Presidio.

1.2. Project Summary

The Services include a dedicated consultant ("Consultant") who will be the Client's technical point of contact focused on service delivery for the selected Core Specialization. The Services will start on the first business day the Consultant begins to provide the Services and will continue for the duration (12 months) of time ("Period of Performance").

Services are specific to the selected Palo Alto Networks core specialization ("Core Specialization") as identified in the Fees and Payment section and as outlined in Section 7: Appendix.

2. SERVICE PARAMETERS

2.1. Professional Services Extended Expertise

The following Service Parameters identified will be included with the Professional Services Extended Expertise Dedicated:

Parameter	Description
Business Hours	Every week, starting on the first day of the Period of Performance. ● Monday through Friday, standard local business hours of the supported Client office. ● The Period of Performance is subject to any planned time off and mandatory training as outlined in the Scheduling section.
After-hours cutover support	Must be scheduled a minimum of two (2) weeks in advance. Overtime provisions will apply.
Primary Location	All Services will be performed remotely unless included as part of the scheduled on-site visits
On-site Travel	On-site visits are scheduled up to five (5) consecutive days per visit (includes travel time) scheduled at a minimum of four (4) weeks in advance. Subject to public travel advisories and restrictions.

2.2. Professional Services Extended Expertise Dedicated Plus

The following Service Parameters identified will be included with the Professional Services Extended Expertise Dedicated Plus:

Parameter	Description
Business Hours	Every week, starting on the first day of the Period of Performance: ● Monday through Friday, standard local business hours of the supported Client office ● The Period of Performance is subject to any planned time off and mandatory training as outlined in the Scheduling section.
After-hours cutover support	Must be scheduled a minimum of two (2) weeks in advance. Overtime provisions will apply.
Primary Location	All Services will be performed remotely unless included as part of the scheduled on-site visits
On-site Travel	On-site visits are scheduled up to five (5) consecutive days per visit (includes travel time) and are scheduled at a minimum of four (4) weeks in advance. Subject to public travel advisories and restrictions.

2.3. Palo Alto Networks Core Specializations

Services performed by the Consultant will focus on one of the chosen Palo Alto Networks Core Specializations listed below. Services for the Core Specialization in Security Operations will focus on supporting security operations analysts for incident response.

Services for additional Core Specializations will require the Client to purchase additional Services under a separate service description (“Service Description”) or SOW.

2.3.1. Core Specialization – NGFW

The Consultant may perform the following as part of the Services in accordance with the Engagement Plan and best practices:

- Develop high-level engagement plan
- Consult and Advise: Provide direction and advise on best practices to ensure the most effective use of Palo Alto Networks Products based on the identified Core Specialization
- Planning and Design: Work with the Client to identify Palo Alto Networks Product deployment requirements
- Installation and Configuration: In accordance with Supplier best practices
- Migration Activities: Support the planning and configuration preparation for migration activities associated to Palo Alto Networks Products based on the identified Core Specialization
- Production Deployment: Support the planning and execution of production deployments of Palo Alto Networks products into the Client network
- Optimize and Maintain: Identify, plan, and execute maintenance and upkeep of Palo Alto Networks Products, including, but not limited to license upkeep, OS upgrades, feature enablement, version control, and critical issues resolution

- Knowledge Transfer and Operational Integration: Work with Client teams to integrate technology into day-to-day operations and provide operational training
- Communications: Lead or participate in project/stakeholder update meetings, quarterly service reviews, and provide status reports as mutually agreed

The Services listed above are not inclusive of all activities that the Consultant may perform and may vary per Core Specialization.

2.4. Service Specific Client Obligations, Assumptions and Exclusions

2.4.1. Client Obligations

- Any Client required equipment or onboarding processes to perform the Services will be delivered to Supplier in a timely manner; any delays in the receipt of such equipment or Client onboarding requirements will not be at the fault of Supplier, and the Period of Performance will not be delayed or extended.
- All purchased Palo Alto Networks Products (not demo/evaluation) are in a state of readiness for configuration (racked, stacked, powered, cooled, and cabled).
- All Palo Alto Networks Products are registered on the Palo Alto Networks support site.
- Client will have, at a minimum, an active Premium Support agreement with Palo Alto Networks for the chosen Core Specialization Product during the Period of Performance.
- All Palo Alto Networks licenses/activation codes are available to be utilized.
- Consultant shall have secure remote access to Palo Alto Networks Products for configuration and deployment.
- For on-site Services, provide Consultant:
    - With a safe working environment, including a workspace, telephone, and internet access, if necessary. Internet access will allow the Consultant to communicate with Supplier internal resources.
    - Any necessary building badges/passes, parking badges/passes, and machine room badges/passes.
    - Coordination of necessary physical access requirements to the location(s) where the Supplier security solutions will be installed. This may include securing security badges or making arrangements to accompany the Consultant into secured or restricted areas. For testing, the Consultant will need access to the testing lab location. For deployments, the Consultant will need access to the data centers where the Palo Alto Networks products will be deployed.
    - The proper environment for the Supplier security solutions installation, including access to proper power outlets, proper air conditioning, allocated rack space, and physical access controls to the hardware and software.

2.4.2. Assumptions

The following assumptions will apply to the Services:

- All implementation activity will follow Client's change control processes, as coordinated by Client's single point of contact ("SPOC").
    - Ensure legacy firewall configurations to be migrated can be frozen (no network or policy changes) prior to the production deployment.
    - Identify critical applications, develop their own deployment and/or application test plans, and facilitate appropriate testers/support personnel for the production deployment event.

- PAN-OS software release recommendation will be based upon generally available hardware and software features as defined in the requirements.
- Supplier will work with the Client to integrate into the existing networking environment within the limitations of the Product. Any changes to non-Supplier systems in this environment are the responsibility of the Client.

2.4.3. Exclusions

This Service is subject to the following exclusions:

- Services on non-Palo Alto Networks equipment
- Services that are outside the scope of the selected Core Specialization
- This Core Specialization service does not include products deployed in:
  - Public Cloud environments (e.g., AWS, Azure, GCP, Alibaba)
  - Private Cloud environments (e.g., ACI, NSX, Nutanix)

2.5. Engagement Initiation

Supplier will, with Client's participation, conduct an initial kickoff to review Client's primary focus and objectives for the Consultant during the Period of Performance. Client and Supplier will identify key activities and work streams, with associated prioritization and Client team members.

These activities and work streams will be documented in the engagement plan document ("Engagement Plan"). The Engagement Plan will:

- Identify engagement information
- Identify Client KPIs and directives served by the engagement
- Establish prioritized work activities and focus of the Consultant
- Identify key Client stakeholders and reporting structure
- Establish working schedule and recurring cadence of status/update calls

The Engagement Plan will be reviewed and approved with the key Client stakeholder(s) prior to commencement of the Services. The Engagement Plan will be the basis for initial and on-going reviews, and all Services provided by the Consultant during the Period of Performance in order to facilitate alignment of the Services to the Client's priorities and objectives.

2.5.1. Travel Expenses for On-Site Work

The Services will be performed in a remote capacity and will include travel and expenses ("T&E") for any scheduled on-site visits for one (1) Consultant for a maximum of five (5) days for each visit. Any additional T&E will be billed separately. Any travel by Supplier Consultants will be mutually agreed upon before the travel occurs and will be scheduled a minimum of four (4) weeks in advance. Any fees for travel-related costs incurred outside the scheduled on-site visits are purchased and billed separately.

2.5.2. Scheduling

Supplier will assign a Consultant with the appropriate skills to perform the Services. Staffing of the Consultant may take up to ninety (90) days. During the Period of Performance, the Consultant will work a normal workday of eight (8) hours and adhere to the Client's local business hours. Any Services performed after normal business hours and on weekends must be approved in advance by Supplier management. Services, planned or unplanned, exceeding forty (40) hours per work week during the Period of Performance will be considered overtime ("Overtime"). For any Overtime hour(s) worked, the Consultant will be provided with time off the following work week at a rate of one (1) hour for every Overtime hour worked or at another mutually agreed-upon date.

Client understands and acknowledges that from time to time, the Consultant will be required to attend Supplier mandatory training. The Consultant's attendance to any Supplier training events will be coordinated in advance with the Client.

During the Period of Performance, there are provisions for recognizing holidays and vacation. All planned time off requested by the Consultant shall be in accordance with the Supplier human resources policies. Time off will be scheduled and communicated by the Consultant to the Client with advance notice of fifteen (15) business days. In addition, the Consultant will adhere to the local Supplier office holiday schedule. The Consultant will immediately communicate any unavoidable unscheduled time off, sickness, or severe travel delays to both the Client contact and the Supplier manager. Supplier will not provide a replacement during any planned or unplanned absences and the Period of Performance will not be extended.

2.5.3. Background Checks

The Consultant assigned to perform the Services will have successfully completed background check verifications. Such background checks, at a minimum: (i) are conducted by a reputable, commercially recognized background check or investigative agency in compliance with all applicable laws and (ii) include a federal and county criminal conviction check in the county of residence, employment, work, and school in the previous seven (7) years for felony and misdemeanor convictions, pending charges, and outstanding warrants (or the equivalent thereof if international personnel).

2.5.4. Extensions

The Service may be extended with the purchase of the applicable incremental one (1) month SKU.

2.6. General Client Obligations, Assumptions and Exclusions

Supplier obligations, and the Services, are subject to Client complying with the Client obligations, assumptions, and exclusions listed below. Successful and timely completion of the Services are subject to Client meeting its obligations under this SOW and Supplier shall not be responsible for any delay due to Client's non-compliance of its obligations.

2.6.1. Client Obligations

Prior to the delivery of the Services, Client will:

- Provide a project manager or other SPOC for the project who will be responsible for:
  - Providing all information, as requested by Supplier, in a timely manner.
  - Acting as the central point of contact to Supplier.
  - Coordination of Client resources engaged in the project. Client's technical resources should be qualified on Palo Alto Networks Products.
- Be responsible for the procurement of any and all licenses for the Palo Alto Networks Products and provide to Palo Alto Networks professional services consultant(s) upon request.

- Provide Consultant with existing and up-to-date documentation, including, but not limited to: topological diagrams, design documentation, up-to-date configurations, and change management policy documentation.
- Advise Supplier of any:
  - Special security, health, and safety matters applicable.
  - Relevant project management meetings related to the project and/or Services, and permit Supplier to attend such meetings as appropriate.
- Be responsible for managing all other vendors, including, if applicable, Client's managed services partner or systems integrator.
- Be responsible for any and all configuration changes to any non-Palo Alto Networks products.
- Provide prompt written notice to Supplier as soon as Client becomes aware or has reason to believe that: Client will not meet any of the Client obligations under this Client Obligations Section, and/or if any of Supplier assumptions will not occur or are inaccurate.
- Provide any additional equipment, such as network analyzers, test equipment and/or laboratory equipment that are not provided by Supplier, but necessary to perform the Services.
- Ensure that Supplier personnel may access and use Client's and third-party licensors' proprietary materials as necessary for Supplier to perform the Services. Client warrants and represents that it has the right and authority to grant such access and use to Supplier and hereby grants Supplier the rights to use and access such proprietary materials as needed for Supplier to perform the Services.
- Accept as agreed upon and finalize the detailed software/hardware specifications and scope set forth herein prior to the start of the Period of Performance.

2.6.2. Assumptions

Throughout the delivery of the Services, Client will:

- Upon request or as needed, Client shall provide access to the skilled subject matter and technical experts within Client's (or their third-party vendor) organization for Supplier to perform the Services.
- Perform all responsibilities and obligations specified under this Statement of Work in a professional, workmanlike manner to facilitate a timely completion of the Services.

2.6.3. Exclusions

This Statement of Work is based upon, and is subject to, the following exclusions:

- The Services will not commence until Supplier has received a non-cancellable purchase order for the Services.
- Supplier is responsible for providing only the Services with the associated tasks described in this Statement of Work. Supplier shall have no responsibility for other contractors, or third parties engaged by Client or another third-party during delivery of the Services unless expressly agreed to in writing.
- Supplier shall not be responsible for any delays caused by Client or any third-party.
- Services are non-transferrable.

3. ENGAGEMENT INFORMATION

3.1. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team comprises individuals with specific skill sets that will be utilized at different times during a given project. This enables us to provide a highly specialized workforce to the Client and utilize the appropriate resources for the required task. The Project Manager or Project Coordinator will distribute contact information for the project team personnel.

The following Presidio resources will be engaged in this project:

Resource Name	Discipline
Security Consultant	Network Security

3.2. Locations

All services outlined in this SoW will be performed and delivered remotely unless otherwise specified. Services described in this SoW may be performed or will impact the following locations.

Location	Address	City State ZIP
FCG - Fulton County Government	141 Pryor St	Atlanta, GA 30303-3444

3.3. Project Change Request Process

Any Items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed-upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, provide the rationale for the change, and specify any changes in the scope, schedule, or budget.

The terms of a mutually agreed-upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope, including but not limited to the following, will require a Project Change Request:

- Client-requested changes in outcome, approach, features, or capabilities.
- Additional required tasks discovered through the planning and design review but not mentioned in this SOW or changes to the design after the signoff of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Defective equipment provided by the Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due to Client changes to configurations made “after” releasing the system or “after” a specific milestone completion in a multi-site phased deployment.
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.

- Insufficient notice of a schedule change. If a 24-hour notice is not provided, charges may be applied.
- Changes required to existing infrastructure components, not called out in this Statement of Work, including patching and/or reconfiguration.
- Remedial work to resolve issues that existed before the installation (bad cables, lost passwords, third-party solutions, and so forth).

3.4. Technical Support after Completion

For non-critical support, including system expansion options, assessments, audits, and related services, or services that are not covered by a support contract with Presidio or another vendor, Presidio offers a variety of options, including Fixed Fee, Hourly Rate, or Daily Rate options. Pricing for these services is not included in this Statement of Work.

Managed Services Clients	Non-Managed Services Clients
Technical support for the solution implemented within the scope of this SOW can be obtained by: calling 800-494-0118, sending an email to presidio@service-now.com	Vendor's (such as Cisco or EMC) Support Center or Technical Assistance Center (TAC) is the vehicle for all support. These Vendor Support Centers provide 7x24 support on all hardware and software, including replacement parts, software patches and updates, and configuration assistance.

4. ASSUMPTIONS & RESPONSIBILITIES

Presidio makes the following assumptions and has identified the following Client responsibilities in developing this Statement of Work. These assumptions and responsibilities serve as the foundation on which the project estimate, approach, and timeline were developed. By signing this SOW, Client agrees that these assumptions and responsibilities are correct and valid. Any changes to the following assumptions and responsibilities must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

4.1. Engagement Assumptions

The following project assumptions are made and will be verified as part of the engagement:

- Client has read and agrees with all Items contained or omitted within this Statement of Work.
- This SOW supersedes all prior written or oral agreements, representations, and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this SOW must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
- Any Items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
- If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
- Presidio may engage subcontractors and third parties in performing a portion of this work.
- Some activities included in this project may be performed on Presidio's premises.
- Not all features or functions of the installed system are included in the scope of this engagement.
- Presidio reserves the right to modify the approach outlined within this SOW if it does not alter the timeline or overall outcome of the engagement.
- Presidio will configure the systems outlined within this Statement of Work with a unique set of authentication credentials unless otherwise provided by the Client. Upon the completion of the engagement, Presidio will provide Client with all usernames, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.
- Any documentation will be delivered in Presidio format unless otherwise stated in this SOW.
- Project success criteria will be defined by the Client and jointly agreed to with Presidio.
- Client staff will participate throughout the implementation.

4.2. Client Responsibilities

The following Items are listed as the Client's responsibilities for this engagement. Client is responsible for performing the Items and activities listed in this section or arranging for them to be performed by a third party if appropriate.

- Provide a primary contact and a secondary contact when the primary is unavailable with the authority and the responsibility of issue resolution, and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.

- Be responsible for having in place active manufacturer support contracts on all devices that are the subject of this SOW.
- If on-site services are required and authorized, Client will:
  - Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies.
  - Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
- If system access is required:
  - Provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
  - Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
  - Provide VPN remote access for troubleshooting and configurations related to the project, as necessary. Utilizing Webex, Microsoft Teams, or other similar screen-sharing/meeting technology as opposed to independent VPN access or virtual desktop is out of scope. If there is no other option, Presidio will issue a Change Request to add additional funds to the project to accommodate the increase in time and effort.
- Provide Presidio with access to their systems, appropriate processes, and personnel as reasonably necessary for Presidio to fulfill its obligations.
- Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Client staff will participate throughout the implementation.
- Participate in all working sessions as required to produce the success and efficacy of the services rendered.

5. PRICING

Presidio will provide the services outlined in this Statement of Work for a fixed fee of **$527,702.82**.

Description	Amount
Project SOW Signing	$527,702.82
Total	**$527,702.82**

- Presidio will bill Client upon signing of this Statement of Work.
- If Client delays the project start or delays work on a subsequent milestone, Client must give Presidio written notice of delay no less than two weeks before work was scheduled to begin. If Client does not give adequate notice of the delay, Client may be liable to pay an amount equal to the milestone to be delayed based on the Project Pricing section.

5.1. Additional Expenses

The Services will be performed in a remote capacity and will include travel and expenses ("T&E") for any scheduled on-site visits for one (1) Consultant for a maximum of five (5) days for each visit. Any additional T&E will be billed separately. Any travel by Palo Alto Networks Consultants will be mutually agreed upon before the travel occurs and will be scheduled a minimum of four (4) weeks in advance. Any fees for travel-related costs incurred outside the scheduled on-site visits are purchased and billed separately.

6. APPROVAL SIGNOFF

The use of signatures on this Statement of Work ensures agreement on project objectives and the work to be performed by Presidio.

Presidio's signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of 60 days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

FCG - Fulton County Government

Signature	Date mm-dd-yyyy
Printed Name	Title

PRESIDIO

Signature	Date mm-dd-yyyy
Printed Name	Title

7. APPENDIX

7.1. Scope of Work. Objectives

The general objectives of the Consultant engagement include, but are not limited to:

- **Deployment Stabilization:** Ensure the stable operation of newly deployed Data Center and network segmentation NGFW's, Prisma Access, and Prisma SD-WAN.
- **Performance Optimization**: Identify and implement best practices to optimize the performance and efficiency of existing and new security solutions.
- **Security Posture Enhancement**: Work collaboratively with the Client's team to identify security gaps, recommend improvements, and assist in implementing advanced security features.
- **Knowledge Transfer**: Provide guidance, mentorship, and informal training to the Client's internal teams to improve their operational capabilities and understanding of the deployed technologies.
- **Operational Assistance**: Offer expert-level assistance with day-to-day operational tasks, troubleshooting, and incident response related to the in-scope technologies.
- **Strategic Planning Support**: Assist in planning future enhancements, upgrades, and expansions of the security and network infrastructure.

7.2. Scope of Services - General Activities

The Consultant will perform a variety of activities as mutually agreed upon with the Client, which may include, but are not limited to, the following:

- **Health Checks & Assessments**: Conduct regular health checks and assessments of the in-scope systems to identify potential issues and areas for improvement.
- **Configuration Review & Best Practices**: Review existing configurations and provide recommendations based on industry best practices and vendor guidelines for optimal security and performance.
- **Troubleshooting & Issue Resolution**: Assist in diagnosing and resolving complex technical issues, working in conjunction with the Client's team and escalating to vendor support when necessary.
- **Policy & Rule Optimization**: Assist in the review and optimization of security policies, firewall rules, and access control lists to enhance security and simplify management.
- **Feature Implementation & Enablement**: Provide guidance and assistance in enabling and configuring advanced security features (e.g., Threat Prevention, URL Filtering, WildFire, App-ID, User-ID, VPN, SD-WAN policies).
- **Upgrade & Patching Support:** Offer guidance and support for planning and executing software upgrades and patches to maintain system security and stability.
- **Monitoring & Alerting**: Assist in establishing and refining monitoring, logging, and alerting mechanisms for effective operational oversight.
- **Documentation Support**: Assist in the creation or review of operational documentation, runbooks, and architectural diagrams.
- **Mentorship & Guidance**: Provide informal training and knowledge transfer sessions to the Client's technical staff.
- **Reporting**: Provide periodic updates on activities performed and progress towards objectives.

7.3. In-Scope Technologies (Examples - To be adapted based on Client needs)

The Consultant's expertise can be leveraged across, but is not limited to, the following technologies:

- Palo Alto Networks Next-Generation Firewalls (NGFW):
  - PA-Series appliances (e.g., PA-400, PA-800, PA-1400, PA-3200, PA-4400, PA-5200, PA-5400, PA-7000 Series)
  - VM-Series Virtual Firewalls
  - Panorama Management Server
  - Cloud-delivered security services.
- Related Security & Networking Components: Supplier will provide integration guidance for 3rd party equipment as necessary and support the hardware, software and configuration on Palo Alto Networks products.

7.4. Out-of-Scope (General)

The Services do not include:

- Full-time operational support or 24/7 on-call duty (unless specifically outlined in a separate agreement).
- Performing duties unrelated to the specified security and networking technologies.
- Providing project management services for initiatives not directly related to the Consultant's core technical focus.
- Hardware repair or replacement.
- Physical installation of hardware (unless specifically requested and agreed upon).
- Migration of non-Palo Alto Networks security products to Palo Alto Networks.
- Services on non-Palo Alto Networks equipment.

Specific out-of-scope items will be clarified and agreed upon during the engagement initiation.

7.5. Deliverables

While the primary deliverable is ongoing expert assistance, typical outcomes and contributions may include:

- Written recommendations for configuration improvements.
- Assistance with troubleshooting reports and root cause analysis.
- Knowledge transfer sessions.
- Contribution to operational runbooks or documentation.
- Periodic activity and progress reports.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0368 **Meeting Date:** 6/17/2026

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Fulton County Information Technology (FCIT), SWC98000 -GTA Direct -CONTRACT-4666-ATT, Telecommunication Services in the amount of $3,000,000.00 with AT&T Corporation, (Atlanta, GA) to provide telecommunication services and products countywide. Effective dates: July 1, 2026, though December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This contract will provide telecommunication services including local telephone, long distance, conferencing, internet circuits, telecom systems maintenance, and other telecommunications services to the County at the best possible prices. Utilization of the GTA state pricing schedule will provide the County with the best savings for essential telecommunication services and maintenance.

Scope of Work: The use of this contract will provide telecommunication services including local telephone, long distance, conferencing, internet circuits, telecom systems maintenance, and other telecommunications services to the County at the best possible prices. Utilization of the GTA state pricing schedule will provide the County with the best savings for essential telecommunication

services and maintenance.

Community Impact: Approval of this award will allow Fulton County to receive telecommunication services, support, and equipment at the contract approved prices, providing savings to the County. Also, it will allow FCIT to continue to modernize the technologies in the outlying facilities so everyone in the County can use VoIP phones.

Department Recommendation: The Information Technology Department recommends approval to utilize the GTA Cooperative Agreement for AT&T.

Project Implications: Approval of this award saves dollars for the County, while providing telecom circuits, switches, and services that are needed by the County.

Community Issues/Concerns: There are no community concerns with this item.

Department Issues/Concerns: There are no department concerns with this project.

Contract Modification: New procurement

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

Contract Value: **$3,000,000.00**

Prime Vendor: **AT&T Corporation**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$3,000,000.00 or 100.00%**

Total Contract Value: **$3,000,000.00 or 100.00%**
Total Certified Value: **$0.00**

Exhibits Attached

Exhibit 1: Amendment No. 9 to 98000-GTA Direct -Contract-4666-ATT
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

Agenda Item No.: 26-0368 **Meeting Date:** 6/17/2026

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$3,000,000.00
TOTAL:	$3,000,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S666-1493: General, Non-Agency, Network Telecom

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 12/31/2026
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: C here to enter text.

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/29/2026**

Report Period End: **5/19/2026**

Performance Evaluation Details

ID	E3
Project	Telecommunication Services
Project Number	SWC98000- MNS1-0000001102 GTA
Supplier	A.T. Equipment Sales Corporation
Supplier Project Contact	George Tischler (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/29/2026 to 05/19/2026
Effective Date	05/22/2026
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/22/2026 02:36 PM EDT
Completion Date	05/22/2026 02:36 PM EDT
Evaluation Score	94

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 **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 *Not Specified*

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 *Not Specified*

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 *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

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AMENDMENT No. 09 TO
MASTER SERVICES AGREEMENT FOR GTA DIRECT SERVICES
CONTRACT NUMBER 98000-GTA Direct-CONTRACT-4666-ATT

This Amendment No. 09 (the "Amendment No. 09") is made this 24th day of February, 2026, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA"), whose principal place of business is located at 47 Trinity Avenue, Atlanta, Georgia 30334, and **AT&T ENTERPRISES, LLC** ("Contractor"), whose principal place of business is located at One AT&T Way, Bedminster, New Jersey 07921 (each a "Party" and, collectively the "Parties").

WHEREAS, heretofore GTA entered into that certain Master Services Agreement For GTA Direct Services 98000-GTADirect Contract-4666-ATT effective on October 26, 2020 (the "MSA"), with respect to certain services to be provided to GTA by Contractor, as more particularly described therein and as amended by the following amendments :

Amendment No. 01, entered into on September 24, 2020;
Amendment No. 02, entered into on November 30, 2020;
Amendment No. 03, entered into on May 21, 2021;
Amendment No. 04, entered into on December 12, 2022;
Amendment No. 05, entered into on June 8, 2023;
Amendment No. 06, entered into on April 26, 2024;
Amendment No. 07, entered into on April 23, 2025; and
Amendment No. 08, entered into on October 17, 2025.

WHEREAS, the Parties wish to amend the MSA to reflect certain changes.

NOW, THEREFORE, in consideration of the promises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Term. The Agreement is hereby amended by extending the term from July 1, 2026 until June 30, 2027.

2. Exhibit 1 to MSA: The content of "Exhibit 1 - Catalogue of Services, Service Levels, Pricing 98000-GTA Direct-CONTRACT-4666-ATT", dated June 12, 2025 attached to Amendment No. 08 to the MSA is deleted and replaced in its entirety with the new content of "Exhibit 1 - Catalogue of Services, Service Levels, Pricing 98000-GTA Direct-CONTRACT-4666-ATT" dated January 29, 2026 attached to this Amendment No. 09, is incorporated by reference, and made a part of the MSA hereof. Any additional terms and conditions contained in Exhibit 1, attached to this Amendment No. 09, that contradict (except as required by law) the terms of the MSA shall be null and void.

3. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the MSA.

4. Successors and Assigns. This Amendment No. 09 shall be binding upon and inure to the benefit of successors and permitted assigns of the Parties hereto.

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5. Entire Agreement. Except as expressly modified by this Amendment No. 09, the MSA shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the Parties. This Amendment No. 09 and the MSA, collectively, are the complete agreement of the Parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 09 to be duly executed by their authorized representatives as of the date set forth above.

AT&T ENTERPRISES, LLC

By:

Name: Phil D. Nelson

Title: Sales Manager

Date: 3/2/2027

GEORGIA TECHNOLOGY AUTHORITY

Signed by:

By: Mark Albright
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Name: Mark Albright

Title: Business Management Officer

Date: 2/25/2026

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Innovation to Connect You to the World

Master Services Agreement for GTA Direct Services
98000-GTA Direct-CONTRACT-4666-GTADirect

Exhibit 1 - Catalogue of Services, Service Levels, Pricing

January 29, 2026

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of one hundred and twenty (120) days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to the proposed terms and conditions of AT&T unless otherwise stated herein. Any changes or variations in AT&T proposed terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing. **Copyright Notice and Statement of Confidentiality**—©2020 AT&T Intellectual Property. All rights reserved. AT&T, the Globe logo and other marks are trademarks and service marks of AT&T Intellectual Property. All other marks are the property of their respective owners. The information contained herein is not an offer, commitment, representation or warranty by AT&T and is subject to change. The contents of this document are proprietary and confidential and may not be copied, disclose or used, in whole or in part, without the express written permission of AT&T, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

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Table of Contents

GTA Direct Service Catalog Overview 1

Section 1: Data Circuits for Wide Area Networking (Corporate Dedicated Circuits) 2

1.1 AT&T Switched Ethernet Classic (ASE Classic) and On-Demand (ASEoD) Service3

Description 3

AT&T Switched Ethernet – ASE Classic and ASEoD Pricing 4

1.2 AT&T Switched Ethernet on Demand – Optional Feature, AT&T Dynamic Defense (ADD) Built-in Threat Detection 9

Description 9

How it Works 10

ADD consolidates security capabilities within your ASEoD service and can be accessed and changed through your Business Center web portal. ADD deploys a defense shield utilizing threat intelligence to automatically block malicious known traffic to mitigate risk in the network prior to reaching your premise. Customers can use AT&T Chief Security Office recommended policies or configure your own centralized custom policies. Application-based policy provides granular security controls based on known business applications. 10

AT&T Dynamic Defense – Features 11

AT&T Dynamic Defense – Pricing 11

1.3 Managed Router Service (MRS) 13

Description 13

AT&T Service Guide Link for Additional Product Information 14

Managed Router Service (MRS) – Pricing 15

Section 2: Dedicated Internet Access 17

2.1 AT&T Dedicated Internet Service 18

Description 18

AT&T Dedicated Internet – Pricing 19

2.2 AT&T Dedicated Internet Service – Optional Feature, AT&T Dynamic Defense (ADD) Built-in Threat Detection 23

Description 23

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Docusign Envelope ID: 1096E27D-9AE0-4A3A-9A67-8C3CE9B77C16

How it Works 23
AT&T Dynamic Defense – Features 24
AT&T Dynamic Defense – Pricing 24

Section 3: Broadband 26

3.1 Broadband 27
Description 27
Broadband – Pricing 28
4.1 ISDN PRI 31
Description 31
ISDN PRI – Pricing 32
4.2 Centrex 33
Description 33
Centrex – Pricing 34
4.3 Long Distance Service/AT&T Business Network (ABN) 35
Description 35
Long Distance – Pricing 36
4.4 Business Access Lines 37
Description 37
Business Access Lines – Pricing 38

Section 5: Unified Communications 39

5.1 Office@Hand 40
Description 40
Office@Hand – Pricing 42
5.2 IP Flexible Reach 45
Description 45
IP Flexible Reach – Pricing 46
5.3 Professional Services related to proposed GTA Direct Services 48
Description 48
Professional Services – Pricing 49

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Docusign Envelope ID: 1096E27D-9AE0-4A3A-9A67-8C3CE9B77C16

Section 6: Inside Cable/Wiring 50

6.1 Cabling and Wiring Services 51

Description 51

Cabling and Wiring Services – Pricing 52

Section 7: AT&T Virtual Private Network 54

Description 55

AVPN – Pricing 56

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Docusign Envelope ID: 1096E27D-9AE0-4A3A-9A67-8C3CE9B77C16

GTA Direct Service Catalog Overview

AT&T Proposed Services

AT&T has included the following categories of services in the GTA Direct Service Catalog: Data Circuits for Wide Area Networking, Dedicated Internet Access, Broadband, PSTN Voice, Unified Communications, and Inside Cable/Wiring. AT&T may propose Managed Wi-Fi services at a future date. AT&T may also present new services to GTA for addition to the GTA Direct Service Catalog, based upon market and customer demands. This is similar to the portfolio management of services by AT&T and GTA for the GTA Direct program under the Managed Network Services contract.

Pursuant to GTA's response to AT&T's question regarding Section 4.3 and 4.3.1 of the MSA , as set forth in the Q & A document posted to the GPR registry on May 12, 2020, AT&T has added services to the GTA Direct Service Catalog to help ensure the availability of services that will meet the customer's needs and provide the best value for each service category. These complementary services include: Managed Router Services, Long Distance Services, and Professional Services.

The GTA Direct Service Catalog will be included as Exhibit A in the Customer Participation Agreement (CPA).

Master Services Agreement (MSA) Priority

The service descriptions included in the GTA Direct Service Catalog may include a link to an AT&T Service Guide which provides additional information describing the features and functionality of the particular service. To the extent of any conflict or inconsistency between the GTA Direct Service Catalog, including the service descriptions, the Service Guides and the MSA, the terms of the MSA will control and take precedence.

GTA Administrative Fee

Per GTA's requirement in Section 3.1 (7) of the RFP, AT&T has included a 2.5% uplift in our pricing to reflect the administrative fee.

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Section 1: Data Circuits for Wide Area Networking (Corporate Dedicated Circuits)

- 1.1 AT&T Switched Ethernet
- 1.2 AT&T Managed Router Solutions

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1.1 AT&T Switched Ethernet Classic (ASE Classic) and On-Demand (ASEoD) Service

Description

AT&T Switched Ethernet (ASE) is a Layer 2 transport service that transmits Ethernet traffic among multiple locations that provides Point to Point or Multipoint configuration options. AT&T Switched Ethernet uses industry-standard native Ethernet interfaces, and offers speeds ranging from 2 Mbps to 100 Gbps with a variety of Class of Service (CoS) options.

ASE uses a carrier-grade, Multiprotocol Label Switching (MPLS) backbone network to transmit Ethernet traffic. This network makes the AT&T Switched Ethernet Service highly reliable; in fact, the service provides network availability and data performance Service Level Agreements (SLAs).

ASE offers a feature capability for Network on Demand, which provides an ability to provision and scale bandwidth from a client facing portal. AT&T Switched Ethernet Network on Demand (ASEoD) provides user-friendly, web-based network configurations and management. Think of Network on Demand as a feature associated with our ASE architecture.

With ASEoD customers are able to:

- *Meet peak needs* - Ramp up your bandwidth when you need it for special events, projects or tests via access to our ASEoD customer portal
- *Reduce costs* - Ratchet down your bandwidth during slow periods such as vacations or holidays via access to our ASEoD customer portal
- *Reconfigure network* - Make changes to your topology and EVC configurations in near real time via access to our ASEoD customer portal

ASEoD integrates with the AT&T Business Center self-service web portal, which allows you to configure Ethernet Virtual Channels (EVCs), change bandwidth, and view billing information for your Network on Demand sites.

How it Works - ASE provides data transport via fiber optics and a switched Ethernet core network and uses two types of routing. Port-based routing service sends data to Ethernet Virtual Channel (EVC) ports, regardless of Virtual LAN (VLAN) tags, and VLAN-based routing sends Ethernet frames according to VLAN instructions. Port connections are available at 100 Mbps, 1,000 Mbps (1 Gbps), 10,000 Mbps (10 Gbps) and 100,000 Mbps (100G). Physical ports offer a range of Committed Information Rates (CIRs) from 2 Mbps to 100 Gbps.

The Software Defined Networking (SDN) controller in the network architecture automates network provisioning and orchestrates changes across devices, locations, and services. To process user-generated network and service changes, the controller electronically routes requests from the self-service, ASEoD customer portal directly to the pertinent network elements and activates services and changes, often within minutes.

Features and Benefits - AT&T Switched Ethernet on Demand (ASEoD) gives you these features:

- Five Classes of Service (CoS) with Service Level Agreements (SLAs)
- Dynamic Bandwidth Speeds of 2 Mbps to 100 Gbps
- A Self-Service Portal with near-real-time provisioning, network scaling and management
- Flexible Configurations—We offer three configurations: Point-to-Point (between two ports), Point-to-Multipoint (hub-and-spoke design: virtual connections to remote sites), or Multipoint-to-Multipoint (three or more ports: any-to-any connectivity)

AT&T Service Guide Link for Additional Product Information

The AT&T Business Service Guide for Switched Ethernet http://cpr.att.com/pdf/commonEthServGuide.html is attached as “Exhibit 1 – Attachment A” to Amendment No. 8.

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The AT&T Business Service Guide for Inside Wiring located at http://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf is attached as Exhibit 1 – Attachment B to Amendment No. 8.

The AT&T Business Service Guide for Entrance Facility Construction located at http://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf is attached as Exhibit 1 – Attachment C to Amendment No. 8.

AT&T Switched Ethernet – ASE Classic and ASEoD Pricing

Business Critical Medium Class of Service

Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
2Mbps	$296.82	$0.00
4Mbps	$298.79	$0.00
6Mbps	$302.17	$0.00
8Mbps	$304.43	$0.00
10Mbps	$310.06	$0.00
20Mbps	$314.57	$0.00
50Mbps	$339.94	$0.00
100Mbps	$444.03	$0.00
150Mbps	$486.40	$0.00
250Mbps	$525.98	$0.00
400Mbps	$595.28	$0.00
500Mbps	$641.08	$0.00
600Mbps	$654.51	$0.00
1Gbps	$724.51	$0.00
2Gbps	$815.65	$0.00
2.5Gbps	$916.45	$0.00
4Gbps	$1,160.02	$0.00
5Gbps	$1,356.34	$0.00
7.5Gbps	$1,604.62	$0.00
9.5Gbps	$1,891.55	$0.00
10Gbps	$1,939.41	$0.00
>10Gbps	ICB	ICB

Non-Critical High Class of Service

Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
2Mbps	$281.98	$0.00
4Mbps	$283.85	$0.00

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Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
6Mbps	$287.06	$0.00
8Mbps	$289.20	$0.00
10Mbps	$294.56	$0.00
20Mbps	$298.85	$0.00
50Mbps	$322.95	$0.00
100Mbps	$421.83	$0.00
150Mbps	$462.09	$0.00
250Mbps	$499.69	$0.00
400Mbps	$565.52	$0.00
500Mbps	$609.02	$0.00
600Mbps	$621.80	$0.00
1Gbps	$688.29	$0.00
2Gbps	$774.87	$0.00
2.5Gbps	$870.62	$0.00
4Gbps	$1,102.03	$0.00
5Gbps	$1,288.53	$0.00
7.5Gbps	$1,524.39	$0.00
9.5Gbps	$1,796.97	$0.00
10Gbps	$1,842.45	$0.00
>10Gbps	ICB	ICB

Business Critical High Class of Service

Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
2Mbps	$311.66	$0.00
4Mbps	$313.73	$0.00
6Mbps	$317.28	$0.00
8Mbps	$319.65	$0.00
10Mbps	$325.57	$0.00
20Mbps	$330.31	$0.00
50Mbps	$356.95	$0.00
100Mbps	$466.23	$0.00
150Mbps	$510.73	$0.00
250Mbps	$552.28	$0.00
400Mbps	$625.05	$0.00

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Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
500Mbps	$673.13	$0.00
600Mbps	$687.24	$0.00
1Gbps	$760.73	$0.00
2Gbps	$856.43	$0.00
2.5Gbps	$962.27	$0.00
4Gbps	$1,218.03	$0.00
5Gbps	$1,424.17	$0.00
7.5Gbps	$1,684.85	$0.00
9.5Gbps	$1,986.12	$0.00
10Gbps	$2,036.39	$0.00
>10Gbps	ICB	ICB

Interactive Class of Service

Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
2Mbps	$326.50	$0.00
4Mbps	$328.67	$0.00
6Mbps	$332.39	$0.00
8Mbps	$334.87	$0.00
10Mbps	$341.07	$0.00
20Mbps	$346.03	$0.00
50Mbps	$373.94	$0.00
100Mbps	$488.43	$0.00
150Mbps	$535.05	$0.00
250Mbps	$578.58	$0.00
400Mbps	$654.81	$0.00
500Mbps	$705.18	$0.00
600Mbps	$719.97	$0.00
1Gbps	$796.96	$0.00
2Gbps	$897.21	$0.00
2.5Gbps	$1,008.10	$0.00
4Gbps	$1,276.03	$0.00
5Gbps	$1,491.98	$0.00
7.5Gbps	$1,765.08	$0.00
9.5Gbps	$2,080.71	$0.00

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Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
10Gbps	$2,133.36	$0.00
>10Gbps	ICB	ICB

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Real Time Class of Service

Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
2Mbps	$341.35	$0.00
4Mbps	$343.61	$0.00
6Mbps	$347.50	$0.00
8Mbps	$350.09	$0.00
10Mbps	$356.58	$0.00
20Mbps	$361.76	$0.00
50Mbps	$390.94	$0.00
100Mbps	$510.63	$0.00
150Mbps	$559.37	$0.00
250Mbps	$604.88	$0.00
400Mbps	$684.58	$0.00
500Mbps	$737.23	$0.00
600Mbps	$752.70	$0.00
1Gbps	$833.19	$0.00
2Gbps	$938.00	$0.00
2.5Gbps	$1,053.92	$0.00
4Gbps	$1,334.03	$0.00
5Gbps	$1,559.79	$0.00
7.5Gbps	$1,845.32	$0.00
9.5Gbps	$2,175.29	$0.00
10Gbps	$2,230.33	$0.00
>10Gbps	ICB	ICB

ASE Classic and ASEoD Optional Features

Description	Monthly Recurring Charge	Non-Recurring Charge
100 Mbps Regenerator	$1,117.25	$256.25
1 Gbps Regenerator	$1,117.25	$256.25
10 Gbps Regenerator	$2,550.00	$1,537.50
Administrative Charge (per Order)	$0.00	$52.28
Expedite Charge	$0.00	$307.50
Additional MAC Addresses - 251-500	$3.84	$71.75

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Description	Monthly Recurring Charge	Non-Recurring Charge
Alternate Serving Switch / 0-10 Miles	$333.13	$1,230.00
Alternate Serving Switch / 11-25 Miles	$666.25	$1,230.00
Alternate Serving Switch / 26-35 Miles	$2,255.00	$1,230.00
Alternate Serving Switch / 36-50 Miles	$3,075.00	$1,230.00
Diverse Access	$256.25	$615.00
1G Advanced Access Failover (per port)	$2,173.00	$1,230.00
10G Advanced Access Failover (per port)	$9,225.00	$1,230.00
Enhanced Multicast (per port)	$107.63	$0.00

Rates associated with ASEoD remain as listed. This addendum allows for Managed ASEoD equipment as required for customer needs. Pricing is based on various factors specific to each client design specifications.

ASE / ASEoD Managed Router

Description	Monthly Recurring Charge	Non-Recurring Charge
ASE / ASEoD Managed Router	ICB	ICB

1.2 AT&T Switched Ethernet on Demand – Optional Feature, AT&T Dynamic Defense (ADD) Built-in Threat Detection

Description

AT&T Dynamic Defense (ADD) is an optional feature for ASEoD customers that can be assigned through your AT&T Business Center portal. It is powered by AT&T CSO Threat Intelligence and adapts to the evolving risk landscape to continuously shield customers from Internet threats. This same technology is used to protect the AT&T network and can be extended to your ASEoD service. ADD detects threats, filters malicious traffic, and executes security controls before the malicious data reaches your network. ADD combines multiple security features into a single capability that's embedded with your connectivity solution. It can also perform as an added layer of defense to your current security solutions. This defense is built within our network architecture and does not require premise-based equipment or hardware. ADD is powered by

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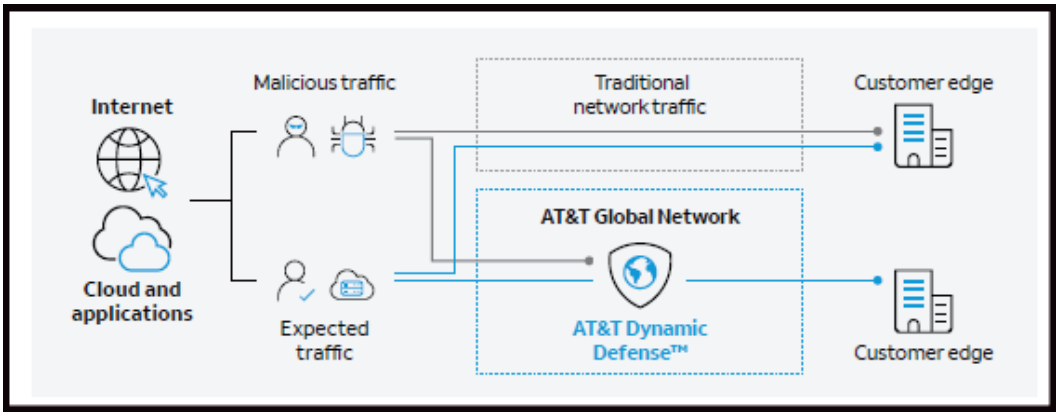
Machine Learning (ML) and artificial Intelligence (AI), so it adapts to the evolving risk landscape of cyber threats.



How it Works

ADD consolidates security capabilities within your ASEoD service and can be accessed and changed through your Business Center web portal. ADD deploys a defense shield utilizing threat intelligence to automatically block malicious known traffic to mitigate risk in the network prior to reaching your premise. Customers can use AT&T Chief Security Office recommended policies or configure your own centralized custom policies. Application-based policy provides granular security controls based on known business applications.

Reporting capabilities aid in security analysis by showing mitigated risks, intrusion attempts, and blocked IP addresses in a user-friendly format. Customers can utilize version controls to keep track of multiple versions of security policy configurations that can be restored quickly if a disruption occurs.

ADD provides a range of features within pricing packages offering different levels of capabilities as required. Prices are also distinguished by circuit bandwidth.

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AT&T Dynamic Defense – Features

Feature Group & Capability	Standard Package	Advanced Package	Premium Package
AT&T Threat Intelligence			
AT&T Dynamic Defense Shield	☑	☑	☑
AT&T Enhanced Dynamic Defense Shield		☑	☑
NextGen Firewall			
Stateful Firewall		☑	☑
Geo IP Filtering		☑	☑
Web Filtering		☑	☑
Basic Theat Protection		☑	☑
Reporting and logging		☑	☑
Application-based reporting		☑	☑
Version Control		☑	☑
Application-based policy creation			☑
Premium Threat Protection			
Virus Protection			☑
Spyware Protection			☑
Vulnerability Protection			☑

AT&T Dynamic Defense – Pricing

Feature Type & Capability	Standard Package/mo	Advanced Package/mo	Premium Package/mo
For ASEoD Services with Internet Offload and per IEVC (Internet Ethernet Virtual Connection) at bandwidth speeds up to 1Gbps – there is only one IEVC per port	$ 20.00	$ 175.00	$ 275.00

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Regulatory Fees

- AT&T Switched Ethernet Service Classic and ASEoD purchased out of the Intrastate Tariff do not incur any Regulatory Fees. (99% of deployments are classified as Intrastate)
- AT&T Switched Ethernet Service Classic and ASEoD purchased out of the Interstate Tariff would incur the following fees (Note: these may change based on FCC Filings):
  - Universal Connectivity Charge: 19.6%
  - Administrative Expense Fee: 1.36%
  - Federal Regulatory Fee: 6.38% - some entities may be exempt
  - Property Tax Allotment: 5.30% - some entities may be exempt
- Federal and State Taxes may apply based on Tax exemption status

Pricing Notes

- ASEoD Service Availability validation is required, and special construction charges may apply
- ASEoD is only available in AT&T Service Territory
- ADD is only available as an optional feature for ASEoD, it is not available for ASE
- ADD Service Availability for bandwidth speeds > 1Gbps must be confirmed by AT&T
- As an optional embedded feature for ASEoD Service, utilize the Service Guide for ASEoD for more information on the AT&T Dynamic Defense feature.

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1.3 Managed Router Service (MRS)

Description

Managed Router Service (MRS) is a complete wide area network (WAN) Managed Router solution, designed for customers with basic or specialized networking needs. From architecture, design and engineering through implementation and lifecycle management, AT&T's MRS service lets customers manage their core business, free from day-to-day network worries. Network monitoring and management of MRS is provided from our Global Customer Support Center (GCSC). The GCSC will monitor your network 24/7/365, address any problems, and serve as your single-point-of-contact for maintenance, software updates, and changes to your CPE configuration.

AT&T's Managed Router Solutions (MRS) Service is a complete wide area network (WAN) solution that provides you with the flexibility of choosing from a menu of customer premises equipment (CPE) and service functions, while enabling you to quickly address network downtime that could result in an adverse organizational impact. MRS Service can be coupled with a variety of transport options provided by AT&T or 3rd Party vendors. AT&T will assist with design and technical assurance of all solutions.

The MRS Service supports multiple configurations for managed router offerings in order to meet your requirements. The MRS offering is designed for flexibility: you can choose from a complete menu of CPE such as Cisco, Juniper etc. and service functions, so you get a network matched to your unique business and technical needs. MRS Complete monitors your network, isolates and resolves faults, and allows you to configure your network and manage network security. MRS Complete also provides performance reporting and service level agreements (SLAs). AT&T Managed Routers require an out-of-band connection or POTS line (Not included) or an LTE Connection (Included) for out-of-band management purposes.

During implementation and installation, an AT&T Project Implementation Manager (PIM) will oversee installation of your CPE to ensure that your solution operates properly. Your PIM will create an effective implementation project schedule that covers site installation, testing, and turn-up.

How it Works

After evaluating your network and WAN requirements, we design your solution and install your router equipment and software. And, to ensure that your WAN continues to operate properly, we monitor, maintain, and manage your network architecture.

Features and Benefits

Managed Router Solution provides:

- Service Level Agreements (SLAs)—We offer comprehensive SLAs that have three components: on-time provisioning, site availability, and time to restore.
- Web-Based Management—MRS gives you an online management tool that allows you to track site installation and configuration and view network maps and status information. You can access management and performance reports. MRS allows you to submit changes and monitor trouble tickets.

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AT&T Service Guide Link for Additional Product Information

The AT&T Business Service Guide for Managed Router Solution located at http://serviceguidenew.att.com/sg_flashPlayerPage/MRS is attached as Exhibit 1 – Attachment D to Amendment No. 8.

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Managed Router Service (MRS) – Pricing

Managed Router Solution -Router	Monthly Recurring Charge	Non-Recurring Charge
Juniper LAN Switch EX2300 – (up to 10 Gbps)	$71.81	N/A
Juniper LAN Switch EX4400 - (10 Gbps – 100 Gbps)	$401.21	N/A
Juniper WAN Router SRX300 – (up to 100 MBPS)	$68.99	N/A
Juniper WAN Router SRX345 – (up to 500 MBPS)	$151.73	N/A
Juniper WAN Router SRX380 – (1 GBPS)	$353.56	N/A
Juniper WAN Router SRX2300 – (10 GBPS)	$1068.59	N/A
Juniper WAN Router SRX4700 – (100 GBPS)	$6017.87	N/A
Cisco ISR-4xxx- 1.5Mb	$461.74	$1,537.50
Cisco ISR-4xxx- TDM Interface	$518.49	$1,537.50
Cisco ISR-4xxx- TDM Interface	$623.29	$1,537.50
Cisco ISR-4xxx- TDM Interface	$680.03	$1,537.50
Cisco ISR-4xxx- DS3 Interface	$1,155.63	$1,660.50
Cisco ISR-4xxx- 300M (up to 100M)	$611.16	$1,660.50
Cisco ISR-4xxx- 1G (up to 500M)	$1,615.83	$1,793.75

MACD Charges

MACD Type	Charge Description	Charge
Move Router Site (inside)	Non-Recurring Charge	$900.00
Move Router Site (outside)	Non-Recurring Charge	$1,000.00
Simple Logical Configuration Changes	Non-Recurring Charge	$62.50
Complex Logical Configuration Changes (Requires Local Technician Dispatch)	Non-Recurring Charge	$290.00
Professional Services Hourly Rates for Non-Standard services and Standard services performed during Non- Standard Business Hours	1 hour minimum for expedited logical changes and 4 hour minimum for all others. Once the minimum is attained, additional charges maybe billed in 15-minute increments	
Standard Business Hours	Charge, per Hour	$180.00
Non- Standard Hours	Charge, per Hour	$230.00
Expedite Fee	Non-Recurring Charge	$1,500.00

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Regulatory Fees

- Federal and State Taxes may apply based on Tax exemption status.

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Section 2: Dedicated Internet Access

- 2.1 AT&T Dedicated Internet Access
  (AT&T Managed Router and Customer Managed Router Solutions available)

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2.1 AT&T Dedicated Internet Service

Description

AT&T Dedicated Internet (ADI) is an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network. ADI is built from a dedicated architecture. Bandwidth is NOT shared and exclusively engineered end to end dependent on the speed ordered.

AT&T is a Tier 1 internet service provider with a high performing, robust backbone network. Our IP backbone uses Dense Wavelength Division Multiplexing (DWDM) facilities with numerous 100Gig links connecting backbone nodes throughout the continental United States. This architecture provides full redundancy and delivers the reliability, quality, and performance you need. And, should network trouble occur, we swiftly detect, diagnose, and resolve problems via state-of-the-art technology.

To help manage your AT&T account and your contracted services, AT&T BusinessDirect and AT&T BusinessCenter® portals provide a suite of online tools that you can use 24/7. Our customer facing portal provides access to billing, maintenance, network management, and performance reporting information and functions.

AT&T Dedicated Internet can be bundled with an AT&T Managed Router or can terminate to a customer provided router. Both pricing options are detailed below.

How it Works

AT&T Ethernet access is installed as your transport service to establish an access connection to the premise. An internet port is built within the AT&T backbone network that “connects” to the ethernet access. This dedicated connection terminates to an AT&T Managed Router or customer provided router, connecting your Local Area Network (LAN) to our Tier 1 IP backbone network, providing open internet access.

Features and Benefits

AT&T Dedicated Internet gives you these features:

- Enterprise-Class Support—includes 24/7 expert technical assistance, and we back our service with strong Service Level Agreements (SLAs) and provisioning intervals.
- Class of Service (CoS)—prioritizes data traffic over your network access link, and you can add this option to your ADI. We offer four classes of service and 25 service profiles that have predetermined bandwidth allocations.
- ADI with Managed Router Option—provides the customer premises equipment (CPE) for ADI, generally a router and a diagnostic modem. AT&T configures, monitors, manages, and maintains the equipment. You provide a dedicated standard telephone line not connected to a PBX for out-of-band testing of the diagnostic modem. This option provides convenient end-to-end managed internet access so you can focus on your core mission.
- ADI with Customer-Managed Router Option—lets you provide and manage your own router for ADI while AT&T provides the managed internet access. So, you have flexibility to choose the level of service you need.

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AT&T Service Guide Link for Additional Product Information

The AT&T Business Service Guide for Dedicated Internet (ADI) located at http://serviceguidenew.att.com/sg_flashPlayerPage/MIS is attached as Exhibit 1 – Attachment E to Amendment No. 8.

AT&T Dedicated Internet – Pricing

ADI with AT&T Managed Router

Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
2Mbps	$477.61	$0.00
4Mbps	$477.96	$0.00
5Mbps	$478.13	$0.00
8Mbps	$478.65	$0.00
10Mbps	$479.00	$0.00
20 Mbps	$531.04	$0.00
30Mbps	$621.53	$0.00
40Mbps	$653.59	$0.00
50Mbps	$655.33	$0.00
60Mbps	$775.93	$0.00
70Mbps	$793.35	$0.00
80Mbps	$831.69	$0.00
90Mbps	$845.63	$0.00
100Mbps	$855.21	$0.00
150Mbps	$926.65	$0.00
200Mbps	$1,103.93	$0.00
250Mbps	$1,128.32	$0.00
300Mbps	$1,297.04	$0.00
400Mbps	$1,429.47	$0.00
500Mbps	$1,594.13	$0.00
600Mbps	$1,683.87	$0.00
700Mbps	$1,830.45	$0.00
800Mbps	$1,865.30	$0.00
900Mbps	$1,882.72	$0.00
1Gbps	$1,896.66	$0.00
1Gbps on 10Gbps Access	$2,709.84	$0.00
2Gbps	$3,007.86	$0.00
3Gbps	$3,738.82	$0.00
4Gbps	$4,201.35	$0.00
5Gbps	$4,580.85	$0.00

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Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
6Gbps	$5,120.90	$0.00
7Gbps	$5,628.15	$0.00
8Gbps	$6,097.08	$0.00
9Gbps	$6,440.72	$0.00
10Gbps	$6,779.86	$0.00
10Gbps on 100Gbps Access	$22,263.76	$0.00
20Gbps	$22,768.52	$0.00
30Gbps	$23,288.78	$0.00
40Gbps	$23,617.90	$0.00
50Gbps	$26,696.83	$0.00
60Gbps	$28,167.85	$0.00
70Gbps	$29,712.48	$0.00
80Gbps	$31,334.39	$0.00
90Gbps	$33,037.24	$0.00
100Gbps	$34,834.57	$0.00

ADI with Customer Managed Router

Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
2Mbps	$455.31	$0.00
4Mbps	$455.65	$0.00
5Mbps	$455.83	$0.00
8Mbps	$456.35	$0.00
10Mbps	$456.70	$0.00
20 Mbps	$508.74	$0.00
30Mbps	$599.23	$0.00
40Mbps	$630.42	$0.00
50Mbps	$630.59	$0.00
60Mbps	$749.09	$0.00
70Mbps	$764.08	$0.00
80Mbps	$794.05	$0.00
90Mbps	$809.03	$0.00
100Mbps	$828.20	$0.00
150Mbps	$897.90	$0.00
200Mbps	$1,086.50	$0.00
250Mbps	$1,112.64	$0.00

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Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
300Mbps	$1,232.56	$0.00
400Mbps	$1,310.98	$0.00
500Mbps	$1,450.38	$0.00
600Mbps	$1,554.23	$0.00
700Mbps	$1,649.05	$0.00
800Mbps	$1,666.82	$0.00
900Mbps	$1,684.60	$0.00
1Gbps	$1,702.37	$0.00
1Gbps on 10Gbps Access	$2,255.00	$0.00
2Gbps	$2,599.78	$0.00
3Gbps	$3,140.22	$0.00
4Gbps	$3,486.92	$0.00
5Gbps	$3,766.36	$0.00
6Gbps	$4,165.22	$0.00
7Gbps	$4,537.93	$0.00
8Gbps	$4,888.35	$0.00
9Gbps	$5,141.78	$0.00
10Gbps	$5,395.22	$0.00
10Gbps on 100Gbps Access	$12,849.37	$0.00
20Gbps	$13,992.13	$0.00
30Gbps	$16,030.76	$0.00
40Gbps	$18,965.48	$0.00
50Gbps	$21,230.34	$0.00
60Gbps	$22,427.99	$0.00
70Gbps	$23,685.70	$0.00
80Gbps	$25,006.04	$0.00
90Gbps	$26,392.68	$0.00
100Gbps	$27,855.95	$0.00

Optional Flexible Bandwidth: Incremental Usage per Mbps for sustained usage above ADI Port

Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
2Mbps	$61.86	$0.00
4Mbps	$56.63	$0.00
5Mbps	$47.05	$0.00
8Mbps	$40.95	$0.00

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Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
10Mbps	$34.50	$0.00
20 Mbps	$25.14	$0.00
30Mbps	$22.10	$0.00
40Mbps	$20.58	$0.00
50Mbps	$16.64	$0.00
60Mbps	$15.97	$0.00
70Mbps	$14.93	$0.00
80Mbps	$15.46	$0.00
90Mbps	$14.52	$0.00
100Mbps	$13.55	$0.00
150Mbps	$11.41	$0.00
200Mbps	$9.15	$0.00
250Mbps	$7.81	$0.00
300Mbps	$7.61	$0.00
400Mbps	$7.36	$0.00
500Mbps	$7.54	$0.00
600Mbps	$7.03	$0.00
700Mbps	$6.52	$0.00
800Mbps	$5.92	$0.00
900Mbps	$5.36	$0.00
2Gbps	$9.75	$0.00
3Gbps	$9.52	$0.00
4Gbps	$8.58	$0.00
5Gbps	$7.80	$0.00
6Gbps	$7.62	$0.00
7Gbps	$7.43	$0.00
8Gbps	$7.23	$0.00
9Gbps	$6.90	$0.00
10Gbps	$6.63	$0.00
20Gbps	$0.64	$0.00
30Gbps	$0.64	$0.00
40Gbps	$0.43	$0.00
50Gbps	$0.43	$0.00
60Gbps	$0.43	$0.00
70Gbps	$0.43	$0.00

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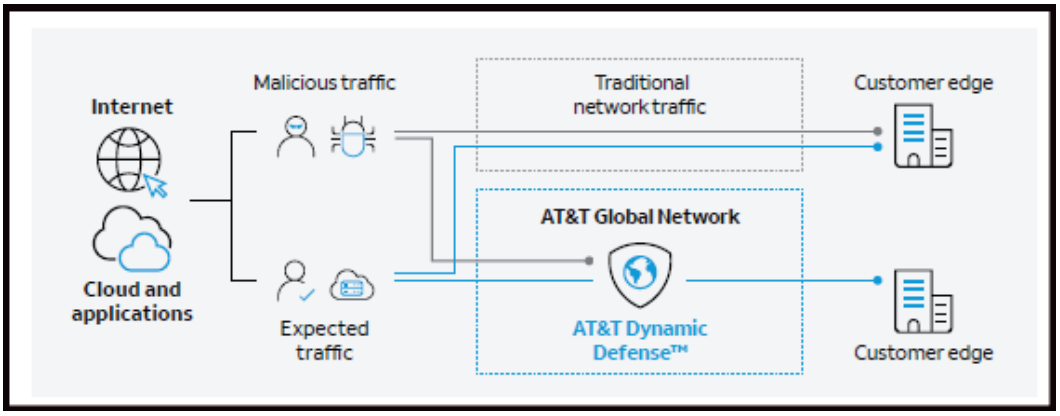
Detail/Speed	Monthly Recurring Charge	Non-Recurring Charge
80Gbps	$0.43	$0.00
90Gbps	$0.43	$0.00

2.2 AT&T Dedicated Internet Service – Optional Feature, AT&T Dynamic Defense (ADD) Built-in Threat Detection

Description

AT&T Dynamic Defense (ADD) is an optional feature for ADI customers that can be assigned through your AT&T Business Center portal. It is powered by AT&T CSO Threat Intelligence and adapts to the evolving risk landscape to continuously shield customers from Internet threats. This same technology is used to protect the AT&T network and can be extended to your ADI service. ADD detects threats, filters malicious traffic, and executes security controls before the malicious data reaches your network. ADD combines multiple security features into a single capability that's embedded with your connectivity solution. It can also perform as an added layer of defense to your current security solutions. This defense is built within our network architecture and does not require premise-based equipment or hardware. ADD is powered by Machine Learning (ML) and artificial Intelligence (AI), so it adapts to the evolving risk landscape of cyber threats.



How it Works

ADD consolidates security capabilities within your ADI service and can be accessed and changed through your Business Center web portal. ADD deploys a defense shield utilizing threat intelligence to automatically block malicious known traffic to mitigate risk in the network prior to reaching your premise. Customers can use AT&T Chief Security Office recommended policies or configure your own centralized custom policies. Application-based policy provides granular security controls based on known business applications.

Reporting capabilities aid in security analysis by showing mitigated risks, intrusion attempts, and blocked IP addresses in a user-friendly format. Customers can utilize version controls to keep

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track of multiple versions of security policy configurations that can be restored quickly if a disruption occurs.

ADD provides a range of features within pricing packages offering different levels of capabilities as required. Prices are also distinguished by circuit bandwidth.

AT&T Dynamic Defense – Features

Feature Group & Capability	Standard Package	Advanced Package	Premium Package
AT&T Threat Intelligence			
AT&T Dynamic Defense Shield	☑	☑	☑
AT&T Enhanced Dynamic Defense Shield		☑	☑
NextGen Firewall			
Stateful Firewall		☑	☑
Geo IP Filtering		☑	☑
Web Filtering		☑	☑
Basic Theat Protection		☑	☑
Reporting and logging		☑	☑
Application-based reporting		☑	☑
Version Control		☑	☑
Application-based policy creation			☑
Premium Threat Protection			
Virus Protection			☑
Spyware Protection			☑
Vulnerability Protection			☑

AT&T Dynamic Defense – Pricing

Feature Type & Capability	Standard Package/mo	Advanced Package/mo	Premium Package/mo
For ADI Services at bandwidth speeds up to 1Gbps	$ 20.00	$ 175.00	$ 275.00
For ADI Bandwidth Speeds from 2Gbps to 4Gbps	$ 20.00	$ 300.00	$ 400.00

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For ADI Bandwidth Speeds from 5Gbps to 7Gbps	$ 20.00	$ 350.00	$ 500.00
For ADI Bandwidth Speeds from 8Gbps to 10Gbps	$ 20.00	$ 450.00	$ 600.00

- ADD pricing is per ADI circuit/port

AT&T Service Guide Link for Additional Product Information

The AT&T Business Service Guide for Dedicated Internet (ADI) located at http://serviceguidenew.att.com/sg_flashPlayerPage/MIS is attached as Exhibit 1 – Attachment E to Amendment No. 8.

ADI Regulatory Fees

- AT&T Dedicated Internet Service incurs the following fees (Note: These may change based on FCC Filings):
  - Federal Access Recovery Fee: 2.4%. This Fee is applied against the Access Component of the bundled Monthly Recurring Charge. Detailed information about the specific rate can be provided upon request.
- Federal and State Taxes may apply based on Tax exemption status.

ADI Pricing Notes

- Service Availability validation is required, and special construction charges may apply.
- Only available in AT&T Service Area and where third-party access is available.
- Pricing includes Access and Port and Router (if purchasing AT&T Managed Router as dictated by tables above.)

ADD Pricing Notes

- Service Availability for bandwidth speeds > 1Gbps must be confirmed by AT&T.
- As an optional embedded feature into ADI Service, utilize the Service Guide for ADI Service for more information on the AT&T Dynamic Defense feature.

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Section 3: Broadband

- 3.1 AT&T High Speed Internet Access - Broadband

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3.1 Broadband

Description

AT&T High Speed Internet is a broadband internet access service that uses copper and/or fiber facilities. High Speed Internet provides 24/7 internet access with speeds up to 1 Gbps. Service transport type and speed availability varies by location and is only available within AT&T Service Territory.

AT&T is a leading Tier-1 internet service provider with a high-performing IP network and service level agreements that include network availability, network latency, and packet loss.

How it Works

AT&T High Speed Internet uses two main components that facilitate data exchange: customer premises equipment (CPE) and AT&T terminating equipment. The AT&T-provided CPE could be a router or a fiber broadband gateway, depending on the transport technology, which can vary by location. The CPE connects to the service circuit, which connects to AT&T switches that route data between the circuit and the internet over the fiber backbone network.

Features and Benefits

AT&T High Speed Internet gives you these features:

- Broadband Speeds—range from 768 Kbps to 1 Gbps downstream and up to 1 Gbps upstream (depending on location). These high speeds can support multiple users that need simultaneous internet access.
- Enterprise Support—is available 24/7 at 1-877-XDSL-ATT regardless of service location. Professional installation is available (additional fees may apply).
- Customer Premises Equipment (CPE)—offers Ethernet and Wi-Fi connectivity. AT&T provides the CPE with either a monthly equipment fee or a non-recurring charge depending on the service.
- Service Level Agreements (SLAs)—provide credits if we fail to meet our commitments for service availability, IP backbone delay, and packet loss.

AT&T Service Guide Link for Additional Product Information

The AT&T Business Service Guide for High Speed Internet - Enterprise (HSIA-E) (fka AT&T Business DSL Internet Service (DSL) located at http://serviceguidenew.att.com/sg_flashPlayerPage/DSL is attached as Exhibit 1 – Attachment F to Amendment No. 8.

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Broadband – Pricing

Detail/Speed (Download/Upload Shown)	Monthly Recurring Charge	Non-Recurring Charge
25M/5M - Dynamic IP	$58.43	$0.00
25M/5M - Static IP	$73.80	$0.00
25M/25M - Dynamic IP	$86.10	$0.00
25M/25M - Static IP	$101.48	$0.00
50M/10M - Dynamic Ip	$82.67	$0.00
50M/10M - Static IP	$98.04	$0.00
50M/50M - Dynamic IP	$124.03	$0.00
50M/50M - Static IP	$139.40	$0.00
100M/20M - Dynamic IP	$108.65	$0.00
100M/20M - Static IP	$124.03	$0.00
100M/100M - Dynamic IP	$160.41	$0.00
100M/100M - Static IP	$175.79	$0.00
200M/40M - Dynamic IP	$219.35	$0.00
200M/40M - Static IP	$234.73	$0.00
200M/200M - Dynamic IP	$336.71	$0.00
200M/200M - Static IP	$352.09	$0.00
300M/75M - Dynamic IP	$169.13	$0.00
300M/75M - Static IP	$184.50	$0.00
300M/300M - Dynamic IP	$261.38	$0.00
300M/300M - Static IP	$276.75	$0.00
1.5 Mg/384k / Broadband Dynamic IP	$47.87	$0.00
1.5 Mg/384k / Broadband Static IP	$63.24	$0.00
3.0 Mg/512k / Broadband Dynamic IP	$51.76	$0.00
3.0 Mg/512k / Broadband Static IP	$67.14	$0.00
6.0 Mg/768k / Broadband Dynamic IP	$59.25	$0.00
6.0 Mg/768k / Broadband Static IP	$74.62	$0.00
12.0 M / 1M / Broadband Dynamic IP	$65.60	$0.00
12.0 M / 1M / Broadband Static IP	$80.98	$0.00
18.0 M/1.5M / Broadband Dynamic IP	$87.13	$0.00
18.0 M/1.5M / Broadband Static IP	$102.50	$0.00
24M / 3M / Broadband Dynamic IP	$94.30	$0.00
24M / 3M / Broadband Static IP	$109.68	$0.00
45M/6M / Broadband Dynamic IP	$107.78	$0.00

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Detail/Speed (Download/Upload Shown)	Monthly Recurring Charge	Non-Recurring Charge
45M/6M / Broadband Static IP	$123.15	$0.00
75M/8M / Broadband Dynamic IP	$140.94	$0.00
75M/8M / Broadband Static IP	$156.31	$0.00
IP Block Size - 29 / Broadband Multi Static IP	$36.90	$0.00
IP Block Size - 13 / Broadband Multi Static IP	$30.75	$0.00
Equipment Fee / Modem / Router	$10.25	$0.00
Professional Installation	$0.00	$205.00
CPE Purchase / ADSL Modem / ADSL Router	$0.00	$102.50
CPE Purchase / SDSL Router	$0.00	$461.25
Broadband Equipment Fee / Modem / Router	$4.61	$0.00
500M/100M - Dynamic IP	$240.88	$0.00
500M/100M - Static IP	$256.25	$0.00
500M/500M - Dynamic IP	$369.00	$0.00
500M/500M - Static IP	$384.38	$0.00
1G/200M - Dynamic IP	$292.13	$0.00
1G/200M - Static IP	$307.50	$0.00
1G/1G - Dynamic IP	$650.88	$0.00
1G/1G - Static IP	$666.25	$0.00

Regulatory Fees

- Federal and State Taxes may apply based on Tax exemption status.

Pricing Notes

- Service Availability validation is required.
- Only available in AT&T Service Area.

Product Specific Terms and Conditions

- Withdrawal of Service. AT&T reserves the right to withdraw a Service upon reasonable Notice. Service withdrawal with 12 months' notice and Service Component withdrawal with 30 calendar days' notice.

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Section 4: PSTN Voice

All services listed in the section below have reached end-of-sale. Existing services shall continue to be supported until 2028

- 4.1 Primary Rate ISDN
- 4.2 Centrex
- 4.3 Long Distance Services
- 4.4 Business Lines

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4.1 ISDN PRI

Description

Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a digital voice service that provides high-volume access to the public switched telephone network (PSTN). ISDN PRI provides 23 digital channels over one transport line (a 24th channel carries signaling information). ISDN PRI consolidates its 23 voice channels on one 1.544 Mbps transport line into a PBX or computer network.

You can use one D channel to control multiple ISDN PRI lines, freeing the 24th channel on additional ISDN PRI circuits to increase capacity. Backup D channels provide a contingency for inoperable D channels. If a failure occurs, a predetermined D channel on another ISDN PRI connection automatically takes over call control signaling for your calls.

How it Works

ISDN PRI is a digital connection for voice between your PBX and the AT&T public switched telephone network (PSTN).

Features and Benefits

Integrated Services Digital Network Primary Rate Interface (ISDN PRI) gives you these features:

- Digital Connection to Public Switched Telephone Network—ISDN PRI is a standard protocol that operates both in the AT&T digital public switched telephone network and in most PBX and computer networking hardware.
- Digital Streamlining—ISDN PRI offers a single digital connection at a lower total cost of ownership than the comparable analog connections that would be otherwise required. Moreover, digital signals provide a better-quality voice transmission over copper facilities. With the use of Call-by-Call technology (dynamic call allocation), the net gain of implementing ISDN PRI may allow you to actually reduce the number of trunks you have today.
- Advanced Calling Features—The digital connection between your PBX and the AT&T central office provides you with inherent central office features (Caller ID is one example). Caller ID display equipment is required for Caller ID service.
- Multiple Types of Information Through One Trunk—ISDN PRI is a proven communication protocol throughout telecommunications networks. The majority of digital PBX equipment available today is ISDN PRI compatible. Provided your equipment can break down information into digital signals, ISDN throughout the AT&T infrastructure can carry it.

AT&T Service Guide Link for Additional Product Information

www.att.com/servicepublications

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ISDN PRI – Pricing

Details/Speed	Monthly Recurring Charge	Non-Recurring Charge
PRI-ISDN - 1.5Mbps	$649.59	$0.00
DID Telephone Number	$0.21	$0.00
Calling Name Delivery (per PRI)	$102.50	$0.00

Regulatory Fees

- End User Common Line (EUCL)/Access Recovery Charge (ARC) Fee = $52.55 per PRI
- Federal Universal Service Fund (FUSF) = $16.30 per PRI
- 911 Fee = $1.50 per B-Channel. (Note: Some entities may be exempt)
- Telecommunications Relay Service = $.55 per PRI
- Georgia Universal Access Fee = 4.9% of all Intrastate billing
- Federal and State Taxes may apply based on Tax exemption status
- Fess subject to change based on FCC filings

Pricing Notes

- Pricing provided for a flat-rate PRI includes: T1 local channel, voice/data interface, and 23 B Channels. Telephone numbers are charged separately based on quantity required. Select optional features may require an additional charge. Long distance services are not included and will be charged separately.
- Service Availability validation is required.
- Only available in AT&T Service Area.

Product Specific Terms and Conditions

- Withdrawal of Service. AT&T reserves the right to withdraw a Service upon reasonable Notice. Service withdrawal with 12 months' notice and Service Component withdrawal with 120 calendar days' notice.

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4.2 Centrex

Description

Centrex is a voice communications system that uses the power of the AT&T network to provide you with internal and external communications services with valuable features. Centrex operates out of our local central offices and provides you with a powerful and flexible alternative to premises-based switching systems. Centrex minimizes expensive switching equipment and the need for additional floor space. Because Centrex is inherently scalable, your business can expand without adding or replacing communications equipment in your building. Instead, we can make all those changes at the AT&T central office.

We monitor and maintain each AT&T central office 24/7. Because the equipment that drives Centrex is in our central office, we'll promptly repair any unforeseen problems in our lines at no charge. Centrex is perfect for multiple-location businesses (based upon service address location, within the same serving area) wanting a single, easy-to-use system.

How it Works

With Centrex, your phone system resides in the AT&T central office. Main user station lines run from our central office to each telephone, fax, or modem. Your users are connected whether they're located in your main office, in your branch offices, or at remote sites.

Feature and Benefits

Centrex gives you these features:

- Dedicated Phone Number for Each Employee—is possible with Centrex.
- Call Management—Easy-to-use features allow you to redial automatically, block calls, forward calls, forward select calls, prioritize calls, know who's calling, use Call Waiting, and conference call.
- Flexibility—All features can operate at every phone.
- Electrical Backup—We house the system and provide 24-hour maintenance by skilled technicians. If there's a power outage, dial tone remains available, except for phone sets that require power units. If there's a brownout or a storm at your location, Centrex continues to function because it runs on the power at our central office.

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www.att.com/servicepublications

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Centrex – Pricing

Details/Speed	Monthly Recurring Charge	Non-Recurring Charge
Centrex Station Link	$8.20	$0.00
Standard Features per Line	$4.05	$0.00
Network Access Register (NAR)	$18.39	$0.00
Customized Common Equipment	$476.63	$0.00
Caller ID (Per TN)	$0.15	$0.00
MemoryCall Voice Mail 90 Min Use-Each Mailbox	$8.15	$0.00
MemoryCall Voice Mail - Flat Rate-Each Mailbox	$16.61	$0.00
MemoryCall Voice Mail Personal Extension Mailbox	$11.22	$0.00
MemoryCall Voice Mail Enhanced Extension Mailbox	$11.22	$0.00
MemoryCall Transfer Mailbox	$1.03	$0.00

Regulatory Fees

- Federal Subscriber Line Charge = $10.51 per Station Link
- Parity Credit = $8.09 Credit per station link
- Federal Universal Service Fund (FUSF) = $.30 per Station Link
- Federal Parity Credit Surcharge = $8.09 per Network Access Route (NAR)
- 911 Fee = $1.50 per NAR. (Note: Some entities may be exempt)
- Telecommunications Relay Service = $.11 per NAR
- Federal and State Taxes may apply based on Tax exemption status.
- Georgia Universal Access Fee = 4.9% of all Intrastate billing
- Fees subject to change based on FCC Filings

Pricing Notes

- Pricing components for a standard Centrex deployment includes Centrex Station, Network Access Registers, Centrex Common block, Voice Mail and Standard Features. Total charges per Centrex solution will be based upon quantities needed to support customer voice design requirements. Standard features include: Call Forward, Call Waiting, Call Hold. Additional features may be requested based on design requirements and may require an additional charge. Long distance services are not included and will be charged separately.
- Only available in AT&T Service Area.

Product Specific Terms and Conditions

- Withdrawal of Service. AT&T reserves the right to withdraw a Service upon reasonable Notice. Service withdrawal with 12 months' notice and Service Component withdrawal with 120 calendar days' notice.

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4.3 Long Distance Service/AT&T Business Network (ABN)

Description

Long distance voice services are available for customers and include domestic and international calling, domestic inbound calling and Inbound Advanced Features.

Per minute rates are provided for intrastate and interlata services in Georgia, as well as interstate outbound calling. International pricing is also available upon request for required countries.

The following outlines descriptions for the Switched, Loyalty and Dedicated rates elements:

- Switched – The transmission path neither originates nor terminates via access facilities owned by AT&T or one of its affiliates.
- Loyalty – The transmission path for outbound calls must originate via Company-provided, Company-affiliated and/or Company-owned Local Exchange Services provided by an AT&T ILEC or AT&T affiliate. The transmission path for inbound toll-free calls must terminate via Company-provided, Company-affiliated and/or Company-owned Local Exchange Services provided by AT&T ILEC or AT&T affiliate.
- Dedicated – The transmission path for outbound calls must originate via AT&T Dedicated Access Channel Services. The transmission path for inbound toll-free calls must terminate via AT&T Access Channel Services.

AT&T Service Guide Link for Additional Product Information

The AT&T Business Service Guide for Commercial Long-Distance Service located at http://serviceguidenew.att.com/sg_customPreviewPDFPage?testid=0680h000003auT0AAI is attached as Exhibit 1 – Attachment G to Amendment No. 8.

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Long Distance – Pricing

Domestic LD Rate Element	Monthly Recurring Charge	Non-Recurring Charge
IntraState and Interlata - Georgia / Inbound/Outbound / Switched per minute	$0.037	$0.00
IntraState and Interlata - Georgia / Inbound/Outbound / Loyalty per minute	$0.031	$0.00
IntraState and Interlata - Georgia / Inbound/Outbound / Dedicated per minute	$0.037	$0.00
Interstate / Inbound/Outbound / Switched / 30/1 per minute	$0.034	$0.00
Interstate / Inbound/Outbound / Loyalty / 30/1 per minute	$0.027	$0.00
Interstate / Inbound/Outbound / Dedicated / 30/1 per minute	$0.019	$0.00
LD Voice Features - Standard / Readyline Per Routing Arrangement	$27.68	$0.00
LD Voice Features - Advanced / Feature Package-II / Includes unlimited use of all routing features for each toll-free number. Per 8YY TN	$32.29	$19.22
Billing Hierarchy Account Charge	$50.00	$0.00

Regulatory Fees

- Regulatory fees are applied to all Interstate and International Calls. Regulatory fees applicable are:
  - Universal Connectivity Charge - UCC (19.6%)
  - Administrative Expense Fee - AEF (1.36%) – (Note: Some entities may be exempt)
  - Property Tax Allotment – PTA (5.30%) – (Note: Some entities may be exempt)
  - Federal Access Recovery Fee - FRF (6.38%)
- Carrier Line Charge = $.04 per Centrex TN or .$.47 per Multi-Line
- Federal and State Taxes may apply based on Tax exemption status.
- Fees are subject to change based on FCC Filings

Pricing Notes

- Dedicated Pricing requires AT&T Phone Service or Dedicated Connection

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4.4 Business Access Lines

Description

Business Access Lines is a local telephone service that handles all of your routine business telecommunications applications, including incoming and outgoing calls, faxes, and Internet connections. Business Access Lines are commonly referred to as POTS (Plain Old Telephone Service) or Analog Landlines.

Select optional features may require an additional charge. Long distance services are not included and will be charged separately. Service available only in AT&T territory.

How It Works

Business Access Lines connect you to our central office over standard telephone wiring: two- and four-pair twisted wires. Phones, modems, and other peripherals connect to the line using standard telephone jacks and plugs.

Features and Benefits

Business Access Lines gives you these features:

- Direct provider of service—We often provide service and support for other companies that merely buy and resell our network products and services. As an AT&T customer, you'll work directly with us to find solutions to your mission-critical communications issues.
- Advanced digital network—We own and maintain our own network, monitoring it constantly to deliver you around-the-clock quality service, even during disasters. Our all-digital network is designed to be flexible. In the unlikely event of an outage, your calls can be re-routed throughout our network.

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Business Access Lines – Pricing

Details/Speed	Monthly Recurring Charge	Non-Recurring Charge
1FB Business Line	$30.91	$0.00

Regulatory Fees

- Federal Subscriber Line Charge = $10.51 per Business Line
- Federal Universal Service Fund (FUSF) = $2.71 per Business Line
- Telecommunications Relay Service = $.11 per Business Line
- Federal and State Taxes may apply based on Tax exemption status
- Georgia Universal Access Fee = 4.9% of all Intrastate billing
- 911 Fee = $1.50 per Business Line – (Note: Some entities may be exempt)
- Fees subject to change based on FCC Filings

Pricing Notes

- Pricing provided for a single business line. Select optional features may require an additional charge. Long distance services are not included and will be charged separately.
- Service available only in AT&T territory.

Product Specific Terms and Conditions

- Withdrawal of Service. AT&T reserves the right to withdraw a Service upon reasonable Notice. Service withdrawal with 12 months' notice and Service Component withdrawal with 120 calendar days' notice.

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Section 5: Unified Communications

- 5.1 Office@Hand
- 5.2 IP Flexible Reach
- 5.3 AT&T Professional Services

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5.1 Office@Hand

Description

AT&T Office@Hand is a cloud-based communication solution that provides all the features of a traditional business phone system. Office@Hand meets the changing needs of a mobile, distributed workforce and enables you to easily integrate multiple locations and remote employees. Service works using compatible desk handset, mobile device, and softphone.

AT&T Office@Hand offers three license Editions – Standard, Premium and Enterprise – allowing selection for best fit today and easily upgraded as needs change. The service is easy to configure and use and can be activated instantly upon signup.

How it Works

AT&T Office@Hand works on a wide selection of devices over a variety of connections, including broadband, cellular, and Wi-Fi. You can customize the service with optional features such as international calling, vanity, and other phone numbers.

Features and Benefits

AT&T Office@Hand gives you these features:

Features	Standard	Premium	Enterprise
Unlimited Local Calling	✓	✓	✓
Auto Attendant (Single-Level IVR)	✓	✓	✓
Call Forwarding & Handling (Sim & Seq)	✓	✓	✓
Basic PBX (MoH, Transfer, Caller ID)	✓	✓	✓
Call logs (company & user level)	✓	✓	✓
Admin & user portal	✓	✓	✓
Mobile Apps (iOS & Android)	✓	✓	✓
SMS/MMS	✓	✓	✓
EM Feature	✓	✓	✓
Enable IP Desk phones	✓	✓	✓
Hunt Group	✓	✓	✓
Call Queues	✓	✓	✓
On-Demand Call Recording	✓	✓	✓
Desktop Apps (Windows, Mac)	✓	✓	✓
Team Collaboration (aka Glip)	✓	✓	✓
Video Conferencing & Screen Sharing	✓	✓	✓
RCV Meeting Partisipants	100	200	200
Advanced PBX (BLF, BLA)	✓	✓	✓
Dial-in Audio Conferencing	✓	✓	✓
Toll Free Minutes Included	1000	2500	10000
Global Office	✓	✓	✓
Office 365 & G Suite Integrations	✓	✓	✓
Internet Fax	✓	✓	✓
Custom App Development (open API)	✓	✓	✓
Analytics (QoS & Historical)	✓	✓	✓
Multi-Level IVR	✓	✓	✓
Multi- Site	-	✓	✓
Call Monitoring (Barge/Monitor/ Whisper)	-	✓	✓
Active Directory & Single Sign On (SSO)	-	✓	✓
Automatic Call Recording (ACR)	-	✓	✓
CRM Integrations (Salesforce/Zendesk)	-	✓	✓

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AT&T Service Guide Link for Additional Product Information

The AT&T Business Service Guide for Office@Hand located at http://serviceguidenew.att.com/sg_flashPlayerPage/OAH is attached as Exhibit 1 – Attachment H to Amendment No. 8

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Office@Hand – Pricing

Description - Standard Offering	Monthly Recurring Charge	Non-Recurring Charge
Standard Edition License	$22.55	$0.00
Premium Edition License	$32.28	$0.00
Enterprise Edition License	$44.98	$0.00
Advanced 911 (per License)	$1.49	$0.00

Optional Services and Features

Description - Standard Offering	Monthly Recurring Charge	Non-Recurring Charge
Additional TN	$4.10	$0.00
Live Reports	$28.69	$0.00
Limited Extension	$19.46	$0.00
Large Capacity Meeting 100	$19.46	$0.00
Large Capacity Meeting 200	$23.31	$0.00
Large Capacity Meeting 300	$144.00	$0.00
Large Capacity Meeting 500	$243.94	$0.00
Office@Hand Webinar 100	$43.55	$0.00
Office@Hand Webinar 500	$146.88	$0.00
Office@Hand Webinar 1000	$347.78	$0.00
Office@Hand Webinar 3000	$1,007.88	$0.00
Office@Hand Webinar 5000	$2,514.63	$0.00
Office@Hand Webinar 10000	$6,460.88	$0.00
Telepresence Rooms Connector	$54.31	$0.00
Telepresence Rooms	$54.31	$0.00

AT&T Office @Hand Device Pricing

Description - Standard Offering	Monthly Recurring Charge	Non-Recurring Charge
VOIP Equipment and Analog Adapters for Facsimile Variety of PolyCom, YeaLink, and Cisco VOIP Equipment	$0.00	Custom Pricing Build Required

AT&T Office@Hand Deployment Services On Site Installation Charges optional

Description - Standard Offering	Monthly Recurring Charge	Non-Recurring Charge
Initial installation for AT&T Supplied Devices (up to 15 devices)	$0.00	$357.73
Installation for AT&T Devices (per device over Initial 15 Devices)	$0.00	$23.58

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Description - Standard Offering	Monthly Recurring Charge	Non-Recurring Charge
Installation for AT&T approved ATA (per ATA during initial visit0	$0.00	$60.48
Installation for AT&T approved ATA (no phones with site installation)	$0.00	$357.73

AT&T Office@Hand Administrative Support Chargers optional

Description - Standard Offering	Monthly Recurring Charge	Non-Recurring Charge
Initial Installation for AT&T supplied Devices (up to 7 devices)	$0.00	$357.73
Initial Installation for AT&T supplied Devices (per device over initial 7 devices)	$0.00	$49.20

Customer Supplied - AT&T approved devices

Description - Standard Offering	Monthly Recurring Charge	Non-Recurring Charge
Initial installation for Customer supplied AT&T approved devices (up to 10 devices)	$0.00	$511.48
Installation for Customer supplied AT&T approved devices (per device over initial 10 devices)	$0.00	$49.20
Project Coordination Services (per site-maximum billable three sites)	$0.00	$153.75

AT&T Office @ Hand Deployment Services per site Outside Standard Business Hours Pricing

Description - Standard Offering	Monthly Recurring Charge	Non-Recurring Charge
Monday - Friday excluding national holidays Hourly Rate	$0.00	$203.98
Saturday, Sunday and national holidays - Hourly Rate	$0.00	$408.98

AT&T Office@Hand Deployment Services Hourly Rates

Description - Standard Offering	Monthly Recurring Charge	Non-Recurring Charge
Hourly rate; Standard Business Hours; billed in fifteen (15) minute increments	$0.00	$132.23
Hourly rate; Outside Standard Business Hours with the exceptions of Saturday, Sunday and holidays; billed in fifteen (15) minute increments	$0.00	$203.98
Hourly rate; Outside Standard Business Hours, Saturday, Sunday and holidays; billed in fifteen (15) minute increments	$0.00	$357.73

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Regulatory Fees

- Regulatory fees are applied at a Safe Harbor of 64.9% of the License Charge as noted above. This means that the regulatory fees as outlined below are applied to 64.9% of the License Fee. The FCC regulatory fees applicable are:
  - Universal Connectivity Charge - UCC (19.6%)
  - Administrative Expense Fee - AEF (1.36%) – (Note: Some entities may be exempt)
  - Property Tax Allotment – PTA (5.30%) – (Note: Some entities may be exempt)
  - Federal Access Recovery Fee - FRF (6.38%)
- 911 Fee per License = $1.50 (Note: Some entities may be exempt)
- Georgia Relay Service Fund per License = $.011
- Federal and State Taxes may apply based on Tax exemption status
- Fees are subject to change based on FCC Filings

Product Specific Terms and Conditions

- The following will be included in a customer's Service Order Request document upon order placement with AT&T:
  - Customer acknowledges that Customer has received and understands the advisories concerning the circumstances under which emergency calling may not be available with AT&T Office@Hand. Such limitations and advisories are stated and identified in the AT&T Office@Hand Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/OAH and is attached as Exhibit 1 – Attachment H to Amendment No. 8. Examples of when 911/E911 may be limited under the following circumstances which include, relocation of the User's CPE, 9-1-1 is dialed from a location other than the Registered Location; the broadband connection has been disrupted or impaired; the data service upon which the broadband connection is dependent is terminated or is disrupted or impaired; loss of electrical or battery power; delays in processing a newly updated Registered Location; use of a non-native telephone number; and the device is not located in the United States of America.

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5.2 IP Flexible Reach

Description

IP Flex Reach (SIP Trunking) services enable the transmission of voice telephone calls in IP format over an IP compatible transport service. IP Flexible Reach provides a managed Voice over IP (VoIP) solution offering inbound and outbound SIP Trunking on your data network, enabling local, long distance and international calling for all your sites. Fax and Modem calling also applicable.

AT&T IP Flexible Reach can also be referred to as a Session Initiation Protocol (SIP) Trunking solution. It is deployed in situations where customers own their own premises telephony (analog phones, key system, TDM PBX, or IP PBX, IP PBX Clusters and Session Border Controllers) equipment.

IP Flexible Reach is available on two transport types --AT&T Dedicated Internet (ADI) and AT&T Virtual Private Network (AT&T VPN). You choose the number of concurrent calls across the transport type to meet your business needs.

IP Flexible Reach includes two package options: Local and Long Distance (Calling Plan B), and Local and Long Distance Package bundled with free off-net minutes (Calling Plan C). All package options include free unlimited on-net calling between all Business VoIP sites.

IP Flexible Reach also provides robust Business Continuity Solutions (Enhanced Features) not available on traditional TDM based telephony services, such as Trunk Call Routing (TCR) that redirects calls to a backup SIP Trunk. A variety of TCR options are available to meet your Business Continuity needs. Additionally, numerous Line-Side Features are available, such as Remote Call Forward, Account Codes, Authorization Codes, Sequential Ringing and others.

How it Works

On your local area network (LAN), your IP phone converts your voice or facsimile transmissions into Internet Protocol (IP) format. Your LAN equipment routes those transmissions (calls) via your transport access facility to our network. On-net calls (VoIP to VoIP) route only within the IP network. Off-net calls (VoIP to the PSTN) route through a gateway device that converts them from IP to analog format and routes them on the public switched telephone network (PSTN) to their destination.

Features and Benefits

IP Flexible Reach gives you these features:

- Converged IP Network—gives you dynamically allocated bandwidth and high-quality, reliable, business-class voice service that is backed by Service Level Agreements.
- Management Features—include web-based performance and call reporting, service reporting, and network management.
- IP Flexible Reach Enhanced Features Package Option—adds telephone number-level features to your SIP trunking service like Call Forwarding, Find Me/Follow Me, and Account codes, as well as advanced routing and resiliency features. This package comes with a web-based management portal so you can quickly and simply assign and manage your users and features.

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AT&T Service Guide Link for Additional Product Information

The AT&T Business Service Guide for Business Voice over IP Services located at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP attached as Exhibit 1 – Attachment I to Amendment No. 8.

IP Flexible Reach – Pricing

Detail	Monthly Recurring Charge	Non-Recurring Charge
Calling Plan B Per Concurrent Call	$9.00	$0.00
Calling Plan C Per Concurrent Call. Includes 300 Minutes of Long-Distance Calling. See pricing notes below.	$11.00	$0.00
OffNet Outbound Interstate and Intrastate Calling per minute.	$0.02	$0.00
International Calling Rates can be provided upon request	upon request	$0.00

Regulatory Fees

- Regulatory fees are applied at a Safe Harbor of 64.9% of the Concurrent Call as noted above. This means that the regulatory fees as outlined below are applied to 64.9% of the Concurrent Call charge. The FCC regulatory fees applicable are:
  - Universal Connectivity Charge - UCC (19.6%)
  - Administrative Expense Fee - AEF (1.36%) – (Note: Some entities may be exempt)
  - Property Tax Allotment – PTA (5.30%) – (Note: Some entities may be exempt)
  - Federal Access Recovery Fee - FRF (6.38%)
- Interstate and International Long Distance calls have 100% of the fees outlined above
- E911 Fee per Concurrent Call = $1.50 – (Note: Some entities may be exempt)
- Georgia Relay Service Fund per Concurrent Call = $.011
- Federal and State Taxes may apply based on Tax exemption status.
- Fees are subject to change based on FCC Filings

Pricing Notes

- Service Availability Validation Required.
- Requires AT&T Transport service not included in the pricing. AT&T Dedicated Internet or AT&T Virtual Private Network MPLS connection required.
- The local and long-distance plan (Calling Plan B) provides unlimited on-net and local calling with competitive per minute long distance and international rates. Supports E911/911 calling.
- The local and long-distance package (Calling Plan C) provides unlimited on-net and local calling with a long-distance package that includes competitive per minute international rates, plus 300 minutes of outbound U.S. off-net calling per concurrent call, aggregated across your enterprise. Per-minute charges apply for usage over the bundled minutes. Supports E911/911 calling.

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Product Specific Terms and Conditions

- The following information will be included in a customer's Service Order Request document upon order placement with AT&T:
  - Customer acknowledges that Customer has received and understands the advisories concerning the circumstances under which emergency calling may not be available with AT&T IP Flexible Reach. Such limitations and advisories are stated and identified in the AT&T IP Flexible Reach Service Guide found located at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP in the AT&T Business Service Guide for Business Voice over IP Services attached as Exhibit 1 – Attachment I to Amendment No. 8. Examples of when 911/E911 may be limited under the following circumstances which include, relocation of the User's CPE, 9-1-1 is dialed from a location other than the Registered Location; the broadband connection has been disrupted or impaired; the data service upon which the broadband connection is dependent is terminated or is disrupted or impaired; loss of electrical or battery power; delays-in processing a newly updated Registered Location; use of a non-native telephone number; and the device is not located in the United States of America.

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5.3 Professional Services related to proposed GTA Direct Services

Description

AT&T Consulting offers independent verification and validation as well as optimization services which help align IT with a customer's strategic imperatives. Solutions and services are manufacturer agnostic and laser-focused on applying the solution that best fits customer needs. AT&T consultants bring diverse experience and certifications across leading vendor technologies and platforms. This enables us to support multi-vendor solution integration and deployment. Our engagement approach factors in cross-disciplinary considerations, such as how to effectively secure and manage the infrastructure.

AT&T Consulting provides a spectrum of capabilities across five strategic service areas:

- Network
- Cybersecurity
- Contact Center
- Unified Communications
- Project Management

AT&T Consulting will work with each customer to recommend the appropriate resources for each consulting project. The customer has the option of choosing monthly or hourly pricing model for the Full Time Equivalents (FTE) resources required. Depending on the consulting project selected by a customer, terms pertaining to ownership of intellectual property by AT&T Consulting may apply.

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Professional Services – Pricing

Resource Type	Hourly Rate	Monthly Rate (1 Month)
Principal Architect	$224.96	$35,993.93
Program Manager	$213.42	$34,147.80
Sr. Consultant	$201.89	$32,302.78
Consultant	$191.61	$32,302.78
Senior Engineer	$181.12	$28,979.75
Project Manager II	$181.12	$28,979.75
Project Manager I	$138.44	$22,150.19
Engineer	$138.44	$22,150.19
Technician	$132.32	$21,156.80
Business Manager	$201.89	$32,302.78

Regulatory Fees

- Federal and State Taxes may apply based on Tax exemption status.

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Section 6: Inside Cable/Wiring

- 6.1 Cabling and Wiring Services

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6.1 Cabling and Wiring Services

Description

AT&T Cabling Solutions will perform the Cable and Wiring Services at Sites as required to meet Georgia Technology Authority (GTA) and GTA Customers' business objectives pertaining to Cable and Wiring Services, as requested by the AT&T Lifecycle Management (LCM) Team through the Move Add Change Delete (MACD) Work Order and Incident (i.e. Trouble Ticket) request process.

Planning and Design Services

AT&T Cabling Solutions will do the following:

1. Provide plans and design for the following components:
    a. Cabling
    b. Wiring
2. Analyze Voice Centrex Services and Voice Switch Services client Premise cabling and wiring needs.

Services Connectivity and Operations

AT&T Cabling Solutions will be responsible for Cabling in reference to the following:

1. Manage Cabling including:
    a. Configure, install, implement, test, support, and maintain cabling in accordance with GTA's architecture and design principles.
    b. De-install and remove cabling when replacing defective cabling (GTA managed locations only) as required.
    c. Verify connectivity of the infrastructure and all other directly connected devices.
2. Coordinate or perform repair reported or discovered trouble with the cabling that supports the functionality of the Authorized User voice instruments as requested by GTA and GTA Customers.

AT&T Service Guide Link for Additional Product Information

The AT&T Business Service Guide for Equipment Resale located at http://serviceguidenew.att.com/sg_flashPlayerPage/ER is attached as Exhibit 1 – Attachment J to Amendment No. 8.

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Cabling and Wiring Services – Pricing

Service Charges (Resources)

Resource Type	Hourly Rate (Non-FTE)
Administrative	$46.67
CAD Engineer	$77.79
Field Manager - Projects, Repairs	$106.16
Project Manager	$118.97
Network Engineer	$137.28
Lead Tech	$69.55
Field Manager	$114.40
Tech	$58.57
Copper Lead Tech	$69.55
OSP Lead Tech	$69.55
OSP Tech	$58.57
Fiber Lead Tech	$69.55

Materials Charges (One-Time)

Material Type	Unit of Measure	Material Price	Installed Price
Category 6 Simplex Outlet	ea (<180-ft)	$161.27	$384.38
Category 6 Duplex Outlet	ea (<180-ft)	$239.17	$525.31
Category 6, 48-port Patch Panel	ea	$471.50	$544.53
Horizontal Cable Manager, 2RU	ea	$68.33	$87.13
Vertical Cable Manager, 6-inx10-inx84-in	ea	$410.00	$429.22
Floor Mounted Equipment Rack, 19-inx84-in	ea	$273.33	$339.53
66-Block, 50-pr wall mounted	ea	$20.50	$41.00
110-Block, 100-pr wall mounted	ea	$68.33	$87.13
2" Ready-Sleeve Kit	ea	$68.33	$87.13
Plywood (4'x4'x3/4" w/2 Coats of Fire-Retardant White Paint)	ea	$273.33	$339.53
Plywood (4'x8'x3/4" w/2 Coats of Fire-Retardant White Paint)	ea	$410.00	$512.50
Rack-Mount Power Strip w/Surge Prot. - (6) NEMA 5-15R Outlets	ea	$136.67	$160.16
Cantilevered Rack-Mounted Equipment Shelf (50 lb capacity)	ea	$112.07	$128.13

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Material Type	Unit of Measure	Material Price	Installed Price
Surface Raceway (LD3WH 8 ft), 3/4-in, Ceiling Adapter (JBX3510wh), Surface Mount Outlet Box (DCF3WH) and couplers, as necessary.	8-foot installation with all necessary parts/materials	$27.33	$121.72
ZM6A-07-02 7-ft white, Cat 6A Patch Cord	ea	$21.87	$43.56
ZM6A-07-06 7-ft blue, Cat 6A Patch Cord	ea	$21.87	$43.56
ZM6A-10-06 10-ft blue, Cat 6A Patch Cord	ea	$24.60	$43.56
LJSL5-Y3-1, Laser Printable Labels, Copper	1000	$129.83	$43.56
S100X160FAL, Laser Printable Labels, Fiber	1000	$307.50	$43.56
FJ2-LCLC5L-03-AQ, LC to LC aqua duplex jumper, OM3 multimode, 10-ft	ea	$49.20	$43.56

Regulatory Fees

- Federal and State Taxes may apply based on Tax exemption status.

Pricing Notes

- Service Charges (Resources) – The Hourly Rate is based on an individual case basis.
- Material Charges (One-Time) - Installed price includes PM, Labor, and consumables and assumes a 100% complete installation with test results.
- Project size and scope impacts overall pricing and these rates should not be substituted for hourly estimates without giving AT&T the opportunity to estimate projects independently.

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Section 7: AT&T Virtual Private Network

- 7.1 AT&T Virtual Private Network Service

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AT&T Virtual Private Network (AVPN)

Description

AVPN (AT&T Virtual Private Network) - is a network based Multi-Protocol Label Switching service which enables Customers to build an application aware, virtual private network to link customer locations and efficiently transmit applications such as voice, data, and video over a single connection. Customers have the option of choosing the access method to AT&T VPN which best meets their requirements Port speeds range from 10M to 10Gig connections using Ethernet technology. AVPN provides the following feature capabilities: COS (Class of Service), SLAs, ability to support multiple VPNs, Diversity Options, Integration into LTE architecture, seamless any-to-any connectivity supporting simplified routing configurations, Multicast and IPV6 support. Access, Basic Class of Service and MPLS Port Included. Service Availability validation is required, and special construction charges may apply.

How it Works

AT&T VPN transports traffic across the MPLS-enabled AT&T Global Network. The network uses standard IP routing in conjunction with fast label switching to efficiently transport traffic between locations via the optimal path and based on the latency between network endpoints. Label switching inside the core requires less processing, reduces latency, and establishes security between VPNs.

Features and Benefits

AT&T VPN Service gives you these features:

- **Service Level Agreements (SLAs)**: Cover delivery, latency, availability, time-to-repair, and service installation time. Our AT&T VPN site availability SLA objective is 100%. With our agreements, you can trust that your critical data is quickly and reliably transmitted.
- **Any-to-Any Connectivity**: Enables communication between any two sites in your VPN, so it eliminates the need for tandem routing and defined virtual channels between sites. As your business grows, you can easily add sites to the VPN, and AT&T manages the IP core capacity to accommodate the additional connections. In addition, packets take a more direct route to their destinations instead of passing through the hub, which reduces hub traffic and the need for additional hardware.
- **Network Diagnostics and Help Desk Support**: Provides 24/7 service monitoring and help desk support from networking experts in our Network Operation Centers. And because we quickly diagnose, identify, and correct service issues, you can trust that your network is designed to perform at its optimum level.
- **IP-Based Disaster Recovery:** Uses external Border Gateway Protocol (eBGP) to enable load balancing across six discrete Customer Edge-Provider Edge (CE-PE) connections. Because AT&T VPN runs on the IP/MPLS network, it also supports

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several redundancy options for carrying primary and backup routes. Network-based load balancing and IP routing simplify backup and recovery from disasters. With dynamic load balancing and redundant routing, your traffic reliably travels through the network.

- **Network Management Tools**: Let you submit and track AT&T VPN service trouble tickets via our network management web portal, Business Center®. You also get access to reports on your network components and performance. As a result, you can more efficiently monitor and manage your network.
- **Load Balancing**: Routes incoming network traffic to the most efficient path. Using the BGP multipath option, you can enable and disable load sharing across multiple AT&T VPN ports as your needs require. Efficient load balancing supports BGP and static routing and helps to improve your network performance and reliability.
- **Access Choices**: Include Ethernet Access up to 100G, and various wireless options.
- **Network Management Options**: Let you define, on a per-site basis, whether to manage CPE at your own sites or have AT&T do so on your behalf. As your requirements change, you can change transport sites to managed sites and vice versa. In addition, you can combine transport and managed sites in a single network, allowing you to choose per site the option that offers the best cost and resource value.
- **Route Diversity**: Provides access path diversity, Ethernet access Point of Presence (POP) diversity, and AVPN POP diversity for two to three connections which provide full diversity when combined. With redundant routing, your traffic reliably travels through the network.

AT&T Service Guide Link for Additional Product Information

The AT&T Business Service Guide for VPN Service is attached as Exhibit 1 – Attachment K to Amendment No. 8.

http://serviceguidenew.att.com/sg_flashPlayerPage/AVPN

AVPN – Pricing

Detail	Monthly Recurring Charge	Non-recurring Charge
Bandwidth 10 Mbps	$708.32	$0.00
Bandwidth 20 Mbps	$918.83	$0.00
Bandwidth 30 Mbps	$1,223.41	$0.00
Bandwidth 40 Mbps	$1,223.41	$0.00
Bandwidth 50 Mbps	$1,223.41	$0.00
Bandwidth 60 Mbps	$1,592.43	$0.00

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Detail	Monthly Recurring Charge	Non-recurring Charge
Bandwidth 70 Mbps	$1,592.43	$0.00
Bandwidth 80 Mbps	$1,592.43	$0.00
Bandwidth 90 Mbps	$1,592.43	$0.00
Bandwidth 100 Mbps	$1,592.43	$0.00
Bandwidth 250 Mbps	$3,493.18	$0.00
Bandwidth 500 Mbps	$4,566.41	$0.00
Bandwidth 1 Gbps	$5,684.92	$0.00
Bandwidth 2 Gbps	$7,903.83	$0.00
Bandwidth 3 Gbps	$8,340.63	$0.00
Bandwidth 4 Gbps	$8,340.63	$0.00
Bandwidth 5 Gbps	$8,340.63	$0.00
Bandwidth 6 Gbps	$8,775.59	$0.00
Bandwidth 7 Gbps	$8,775.59	$0.00
Bandwidth 8 Gbps	$8,775.59	$0.00
Bandwidth 9 Gbps	$8,775.59	$0.00
Bandwidth 10 Gbps	$8,775.59	$0.00

Detail	Recurring Charge per Megabit	Non-recurring Charge
Bandwidth Overage, 10 Mbps	$0.01025	$0.00
Bandwidth Overage, 20 Mbps	$0.01025	$0.00
Bandwidth Overage, 30 Mbps	$0.01025	$0.00
Bandwidth Overage, 40 Mbps	$0.01025	$0.00
Bandwidth Overage, 50 Mbps	$0.01025	$0.00
Bandwidth Overage, 60 Mbps	$0.01025	$0.00
Bandwidth Overage, 70 Mbps	$0.01025	$0.00
Bandwidth Overage, 80 Mbps	$0.01025	$0.00
Bandwidth Overage, 90 Mbps	$0.01025	$0.00
Bandwidth Overage, 100 Mbps	$0.01025	$0.00
Bandwidth Overage, 250 Mbps	$0.01025	$0.00
Bandwidth Overage, 1 Gbps	$0.01025	$0.00
Bandwidth Overage, 2 Gbps	$0.01025	$0.00
Bandwidth Overage, 3 Gbps	$0.01025	$0.00
Bandwidth Overage, 4 Gbps	$0.01025	$0.00
Bandwidth Overage, 5 Gbps	$0.01025	$0.00
Bandwidth Overage, 500 Mbps	$0.01025	$0.00

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Bandwidth Overage, 6 Gbps	$0.01025	$0.00
Bandwidth Overage, 7 Gbps	$0.01025	$0.00
Bandwidth Overage, 8 Gbps	$0.01025	$0.00
Bandwidth Overage, 9 Gbps	$0.01025	$0.00
Bandwidth Overage, 10 Gbps	$0.01025	$0.00

Detail	Monthly Recurring Charge	Non-recurring Charge
AVPN Managed Router - Small	$251.13	$0.00
AVPN Managed Router - Medium	$306.37	$0.00
AVPN Managed Router - Large	$582.61	$0.00
AVPN Managed Router - XL	$733.29	$0.00
AVPN Managed Router - XL+	$1,672.49	$0.00
AVPN Managed Router - XXL	$2,019.05	$0.00

AT&T Virtual Private Network (AVPN) POP Diversity Option

MPLS POP Diversity provides ability to terminate the MPLS Port to a geographically diverse Service Provider MPLS POP when purchasing 2 or more MPLS Ports. The POP Diversity charge applies to each MPLS Port (both primary and backup) at the site.

Detail	Monthly Recurring Charge	Non-recurring Charge
POP Diversity, Speed: 10 Mbps	$33.01	$0.00
POP Diversity, Speed: 20 Mbps	$43.05	$0.00
POP Diversity, Speed: 30 Mbps	$66.01	$0.00
POP Diversity, Speed: 40 Mbps	$66.01	$0.00
POP Diversity, Speed: 50 Mbps	$66.01	$0.00
POP Diversity, Speed: 60 Mbps	$89.69	$0.00
POP Diversity, Speed: 70 Mbps	$89.69	$0.00
POP Diversity, Speed: 80 Mbps	$89.69	$0.00
POP Diversity, Speed: 90 Mbps	$89.69	$0.00
POP Diversity, Speed: 100 Mbps	$89.69	$0.00
POP Diversity, Speed: 250 Mbps	$233.91	$0.00
POP Diversity, Speed: 500 Mbps	$310.68	$0.00
POP Diversity, Speed: 1 Gbps	$569.70	$0.00
POP Diversity, Speed: 2 Gbps	$625.66	$0.00

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Docusign Envelope ID: 1096E27D-9AE0-4A3A-9A67-8C3CE9B77C16

Detail	Monthly Recurring Charge	Non-recurring Charge
POP Diversity, Speed: 3 Gbps	$683.06	$0.00
POP Diversity, Speed: 4 Gbps	$683.06	$0.00
POP Diversity, Speed: 5 Gbps	$683.06	$0.00
POP Diversity, Speed: 6 Gbps	$739.03	$0.00
POP Diversity, Speed: 7 Gbps	$739.03	$0.00
POP Diversity, Speed: 8 Gbps	$739.03	$0.00
POP Diversity, Speed: 9 Gbps	$739.03	$0.00
POP Diversity, Speed: 10 Gbps	$739.03	$0.00
Switch Diversity, Speed: 10 Mbps	$17.22	$0.00
Switch Diversity, Speed: 20 Mbps	$22.24	$0.00
Switch Diversity, Speed: 30 Mbps	$33.01	$0.00
Switch Diversity, Speed: 40 Mbps	$33.01	$0.00
Switch Diversity, Speed: 50 Mbps	$33.01	$0.00
Switch Diversity, Speed: 60 Mbps	$44.49	$0.00
Switch Diversity, Speed: 70 Mbps	$44.49	$0.00
Switch Diversity, Speed: 80 Mbps	$44.49	$0.00
Switch Diversity, Speed: 90 Mbps	$44.49	$0.00
Switch Diversity, Speed: 100 Mbps	$44.49	$0.00
Switch Diversity, Speed: 250 Mbps	$116.24	$0.00
Switch Diversity, Speed: 500 Mbps	$154.98	$0.00
Switch Diversity, Speed: 1 Gbps	$285.57	$0.00

Regulatory Fees

- AT&T VPN Service incurs the following fees (Note: These may change based on FCC Filings):
  - Universal Connectivity Charge - UCC (33%)
  - Administrative Expense Fee - AEF (1.36%) – (Note: Some entities may be exempt)
  - Property Tax Allotment – PTA (5.30%) – (Note: Some entities may be exempt)
  - Federal Access Recovery Fee - FRF (6.38%)
- Federal and State Taxes may apply based on Tax exemption status
- Fees are subject to change based on FCC Filings

Pricing Notes

- Service Availability validation is required, and special construction charges may apply.
- Only available in AT&T Service Area.
- Pricing includes Access and Port and Router (if purchasing AT&T Managed Router as dictated by tables above.)

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- (AVPN) POP Diversity Option is an incremental add on feature noted per Rate Table above and applies against each circuit in a diversity bundle. If circuit A is to be diverse from circuit B, then AVPN POP Diversity charge applies against BOTH circuits.
- Pricing includes Fixed Ports billing option, as well as Bandwidth Usage option (Bandwidth Overage Charges apply in this case)

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0369 **Meeting Date:** 6/17/2026

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Fulton County Information Technology (FCIT), SWC98000 -GTA-4666-COM, Telecommunication Services in the amount of $500,000.00 with Comcast Corp, (Atlanta, GA) to provide telecommunication services and products Countywide. Effective dates: July 1, 2026, though December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This contract will provide telecommunication services including local telephone, long distance, conferencing, internet circuits, telecom systems maintenance, and other telecommunications services to the County at the best possible prices. Utilization of the GTA state pricing schedule will provide the County with the best savings for essential telecommunication services and maintenance.

Scope of Work: The use of this contract will provide telecommunication services including local telephone, long distance, conferencing, internet circuits, telecom systems maintenance, and other telecommunications services to the County at the best possible prices. Utilization of the GTA state

pricing schedule will provide the County with the best savings for essential telecommunication services and maintenance.

Community Impact: There is no impact to the community.

Department Recommendation: The department recommends approval.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification: This is a new request

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

Contract Value: **$500,000.00**

Prime Vendor: **AT&T Corporation**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$500,000.00 or 100.00%**

Total Contract Value: **$500,000.00or 100.00%**
Total Certified Value: **$0.00**

Exhibits Attached

Exhibit 1: Georgia Technology Authority 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

Agenda Item No.: 26-0369 **Meeting Date:** 6/17/2026

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	500,000.00
TOTAL:	500,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S666-1493: General, Non-Agency, Network Telecom-Subject to availability and approval of the BOC.

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 12/31/2026
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: C here to enter text.

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/29/2026**

Report Period End: **5/19/2026**

Docusign Envelope ID: 5C00596D-8366-8422-8357-7ACEF34CAD6B

AMENDMENT No. 06 TO
MASTER SERVICES AGREEMENT FORGTA DIRECT SERVICES
98000-GTA Direct-CONTRACT-4666-COM

This Amendment No. 06 (the "Amendment No. 06") is made this 20th day of April, 2026, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") whose principal place of business is located at 47 Trinity Avenue, Atlanta, Georgia 30334 and **COMCAST BUSINESS COMMUNICATIONS, LLC** ("Contractor"), a Pennsylvania based limited liability corporation whose principal place of business is located at 1701 JKF Blvd, Philadelphia, Pennsylvania 19103.

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective on September 30, 2020 (the "Agreement"), with respect to certain services to be provided to GTA by Contractor, as more particularly described therein, as amended by the following amendment collectively, the 98000-GTA Direct-CONTRACT-4666-COM and all the Amendments hereinafter referred to as the "Agreement":

Amendment No. 01, entered into on September 24, 2020;
Amendment No. 02, entered into on May 24, 2021;
Amendment No. 03, entered into on June 7, 2023;
Amendment No. 04, entered into on April 29, 2024; and
Amendment No. 05, entered into on May 12, 2025.

WHEREAS, the Parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the promises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Term. The Agreement is amended by extending the term from July 1, 2026 until June 30, 2027.

2. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

3. Successors and Assigns. This Amendment No. 06 shall be binding upon and inure to the benefit of successors and permitted assigns of the Parties hereto.

4. Entire Agreement. Except as expressly modified by this Amendment No. 06, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the Parties. This Amendment No. 06 and the Agreement, collectively, are the complete agreement of the Parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Docusign Envelope ID: 5C00596D-8366-8422-8357-7ACEF34CAD6B

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 06 to be duly executed by their authorized representatives as of the date set forth above.

COMCAST BUSINESS COMMUNICATIONS, LLC

By: Signed by: Michael J. Mazza 172084D2B1BA448...

Name: Michael J. Mazza

Title: Vice President

Date: 4/20/2026

GEORGIA TECHNOLOGY AUTHORITY

By: Signed by: Mark Albright C33497FBF4CB48B...

Name: Mark Albright

Title: Business Management Officer

Date: 5/5/2026

Performance Evaluation Details

ID	E3
Project	98000-GTA-Direct Program Service
Project Number	98000-GTA
Supplier	Comcast
Supplier Project Contact	Michael Feuer (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/29/2026 to 05/19/2026
Effective Date	05/22/2026
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/22/2026 02:04 PM EDT
Completion Date	05/22/2026 02:04 PM EDT
Evaluation Score	91

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 *Not Specified*

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 *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*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0370 **Meeting Date:** 6/17/2026

Department
Behavioral Health and Development Disabilities

Requested Action
Request approval to amend an existing contract - Department of Behavioral Health and Developmental Disabilities, 22RFP038A-CJC, Fulton County Behavioral Health Network with Health Connect America (HCA) d/b/a Georgia Hope (Woodstock, GA) in an amount not to exceed $400,000.00, to provide Core Child & Adolescent Outpatient - Oak Hill. This action extends the renewal contract previously approved on December 3, 2025 (Agenda Item #25-0926), through June 30, 2026, for an additional six months, based on the corrective action plan. Effective upon BOC approval through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This contract establishes a provider network by categorizing the various levels of services to allow multiple providers to engage within our continuum of care to help the County drive towards its purpose: to increase access to behavioral health services, establish a County-wide provider network, and strengthen the experience of clients seeking behavioral health services from Fulton County.

Scope of Work: Services under this contract will include a full array of mental health & substance use disorder treatment for children and adolescents, evidence-based, outcome-driven, with the ability to deliver culturally competent care to all County residents. Based on Fulton County's population, services should include considerations for special populations, including individuals who are justice-involved youth. In addition to these critical services, the County desires to drive effective care coordination across its contracted network of providers, with a particular focus on individuals demonstrating elevated risk and/or transitioning between challenging environments.

Community Impact: Provide community mental health and substance abuse services to individuals within Fulton County.

Department Recommendation: Recommend approval

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	BOC Date	Dollar Amount
Original Award Amount	22-0827	11/02/2022	$800,000.00
1st Renewal	23-0946	12/20/2023	$800,000.00
2nd Renewal	24-0737	11/6/2024	$800,000.00
3rd Renewal - 6 months	25-0926	12/03/2025	$400,000.00
Amendment No. 1			**$400,000.00**
Total Revised Amount			$3,200,000.00

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

Contract Value: **$400,000.00**

Contract Value: **$400,000.00**
Prime Vendor: **Health Connect America (HCA) dba Georgia Hope**
Prime Status: **Non-Profit**
Location: **Woodstock, Georgia**
County: **Fulton County**
Prime Value: **$400,000.00 or 100.00%**

Total Contract Value: **$400,000.00 or 100.00%**
Total Certified Value: **$00.00 or 00.00%**

Agenda Item No.: 26-0370 **Meeting Date:** 6/17/2026

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Performance Evaluations

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

LaTrina Foster, Director, Behavioral Health & Developmental Disabilities 404-612-1687

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$800,000.00
Previous Adjustments:	$2,000,000.00
This Request:	$400,00.00
TOTAL:	$3,200,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-755-8258-1160: General Fund, BHDD, Professional Services - $400,000.00

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 12/31/2026
Cost Adjustment: $400,000.00	**Renewal/Extension Terms**: Si renewal options remain

Overall Contractor Performance Rating: 62

Would you select/recommend this vendor again?

Agenda Item No.: 26-0370 **Meeting Date:** 6/17/2026

Yes

Report Period Start:
7/1/2026

Report Period End:
12/31/2026

AMENDMENT NO. 1 TO FORM OF CONTRACT

Service Provider: Health Connect America (HCA) d/b/a Georgia Hope

Contract No. 22RFP038A-CJC(E), Fulton County Behavioral Health Network

Address: 508 Autumn Springs Ct Unit A
City, State Franklin, TN 37067

Telephone: (215) 479-4489

E-mail: nraymond@gahope.org

Contact: Nikki Raymond
Chief Executive Officer

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Health Connect America (HCA) d/b/a Georgia Hope to provide to strengthen the experience of clients seeking behavioral health services for Core Child & Adolescent Outpatient Services at the Oak Hill Child, Adolescent and Family Center, dated January 1, 2023, on behalf of the Department of Behavioral Health and Developmental Disabilities ("BHDD"); and

WHEREAS, the County wishes to amend the existing contract to extend the renewal contract previously approved on December 3, 2025 (Agenda Item # 25-0926), through June 30, 2026, for an additional six-month period, effective July 1, 2026, through December 31, 2026, based on the corrective action plan; and

WHEREAS, the Service Provider has committed to adhere to a corrective action plan to ensure service delivery consistency and alignment with contract expectations; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on June 17, 2026, BOC Item #26- .

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

This Amendment No. 1 to Form of Contract is effective as of the 1st day of July 2026, between the County and Health Connect America (HCA) d/b/a Georgia Hope, 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:** To continue to provide behavioral health services for Core Child & Adolescent Outpatient Services at the Oak Hill Child, Adolescent and Family Center through December 31, 2026.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Service Provider for a total amount not to exceed $400,000.00 (Four Hundred Thousand Dollars and No Cents.

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

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:

LaTrina Foster, LPC, Director
Department of Behavioral Health & Developmental Disabilities

SERVICE PROVIDER:

HEALTH CONNECT AMERICA (HCA) D/B/A/ GEORGIA HOPE

Nikki Raymond
Chief Executive Officer

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

Performance Evaluation Details

ID	E8
Project	Fulton County Behavioral Health Network
Project Number	22RFP038A-CJC(E)
Supplier	Health Connect America
Supplier Project Contact	Patricia Mowry (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/03/2025 to 10/02/2025
Effective Date	11/06/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/06/2025 05:05 PM EST
Completion Date	11/06/2025 05:05 PM EST
Evaluation Score	62

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 **14/20**

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

GA Hope continues to provide services as outlined in the contract; however, they are not on track to meet key performance indicators. The number of clients served remains below target, and submitted data reports have contained multiple errors requiring correction and resubmission, delaying accurate performance tracking. Invoices are submitted timely and are accurate, with no overspending or unjustified expenses identified. Fiscal management is satisfactory, and communication with the department regarding financial matters is consistent. While core services are being delivered, the quality of reporting and data accuracy need improvement. Internal review processes should be strengthened to ensure data reliability and alignment with contract deliverables.
Overall, GA Hope meets contractual and fiscal requirements but requires significant improvement in performance reporting, data quality, and KPI attainment to ensure full compliance and effectiveness.

SCHEDULE **10/20**

Rating

Needs Improvement: Schedule slippage but some effort made by Consultant to achieve timelines. Minor issues with monitoring and forecasting.

Comments

GA Hope is not on schedule to meet or exceed its key performance indicators. The agency's target of serving 2,000 clients for the current reporting period will not be achieved based on current performance trends.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **10/20**

Rating

Needs Improvement: Above average number of issues with deliverables; re-submission of reports and/or deliverables may have been necessary.

Comments

GA Hope is not meeting the percentage-based KPIs related to program outcomes and impact. Current data indicates performance levels below required benchmarks, and progress toward these targets remains limited. While the agency is submitting reports on time, the submissions have contained multiple data errors and inconsistencies, requiring corrections and resubmission. These issues have delayed effective performance evaluation and hindered the ability to assess true program impact. However, GA Hope has demonstrated a commitment to making necessary improvements. The agency has been responsive to feedback and is taking steps to strengthen internal data review processes and enhance reporting accuracy, showing a willingness to improve overall performance and accountability.

COMMUNICATIONS AND CO-OPERATION **14/20**

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments

GA Hope responds to department requests in a timely manner and maintains good cooperation with End Users. The agency participates in marketing and outreach efforts and is responsive to invitations to engage in department-sponsored events, demonstrating a continued commitment to collaboration and community engagement.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **14/20**

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

GA Hope currently has no Corrective Action Plans (CAPs) in place. The agency communicates issues with the department in real time and demonstrates transparency in reporting and resolving concerns. As no CAPs have been required, there are no pending actions, and previous issues have been addressed appropriately and in a timely manner.

GENERAL COMMENTS

Comments	*Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0329 **Meeting Date:** 6/17/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to approve a grant from funds previously set aside to aid in the restoration and preservation of the George Towns and Grace Towns Hamilton Homes, two historic properties associated with Civil Rights History of Atlanta, and for other purposes. **(Barrett) (HELD)**

A RESOLUTION TO APPROVE A GRANT FROM FUNDS PREVIOUSLY SET ASIDE TO AID IN THE RESTORATION AND PRESERVATION OF THE GEORGE TOWNS AND GRACE TOWNS HAMILTON HOMES, TWO HISTORIC PROPERTIES ASSOCIATED WITH CIVIL RIGHTS HISTORY OF ATLANTA, AND FOR OTHER PURPOSES.

WHEREAS, Fulton County recognizes the importance of supporting historic preservation, blight removal, and neighborhood revitalization in Vine City and across the Westside, including projects that preserve Atlanta's unique Civil Rights history, protect historically significant Black cultural assets, and strengthen community identity for future generations; and

WHEREAS, the Fulton County Commission is dedicated to supporting strategic investments through public-private partnerships, grant programs, and other tools that make the most efficient use of taxpayer dollars; and

WHEREAS, Invest Atlanta and Preserve Black Atlanta, Inc. have partnered to restore and preserve the homes of two prominent Civil Rights leaders George Alexander Towns, founder of the Niagara Movement, and his daughter Grace Towns Hamilton, the first African American woman elected to the Georgia General Assembly (1966); and

WHEREAS, the rehabilitation and preservation of the George Towns and Grace Towns Hamilton Homes will not displace any legacy residents, and will remove significant blight from the neighborhood while preserving two culturally significant landmarks that reflect the history and legacy of Vine City and the broader Civil Rights movement; and

WHEREAS, Preserve Black Atlanta, Inc has secured a $1,000,000 Historic Preservation Fund Grant from the National Park Service in 2021 to support the project; and

WHEREAS, the total project budget is $2,300,000, including $1,000,000 (43.5%) from the National Park Service Historic Preservation Fund Grant and a $1,300,000 (56.5%) Westside TAD Grant; and

WHEREAS, the Fulton County portion of the Westside TAD Grant which needs approval for this historic preservation project is $350,000 (or 15.2% of the total investment); and

WHEREAS, Invest Atlanta and Preserve Atlanta have engaged with the Vine City neighborhood and have the full support of NPU-L for the project; and

WHEREAS, pursuant to Resolution 98-1452, adopted on November 18, 1998, as amended by Resolution 05-0851 adopted on July 20, 2005, and Resolution 08-1010 adopted on December 17, 2008, collectively, the "County Resolution," the Board of Commissioners of Fulton County consented to the inclusion of its ad valorem property tax increment to fund the Westside TAD through December 31, 2038; and

WHEREAS, the County Resolution requires that projects financed after December 31, 2018, with Fulton County property tax increment generated within the geographical boundaries of the Westside TAD shall be subject to approval by Fulton County; and

WHEREAS, the Fulton County Board of Commissioners recognizes that one of the highest and best use of all tax increment dollars contributed to the Westside TAD is to fund projects that will fund projects that preserve historically significant sites,

strengthen cultural heritage, address affordability, and protect Westside Atlanta communities.

NOW, THEREFORE BE IT RESOLVED that the Fulton County Board of Commissioners hereby consents to the use of $350,000 of its Westside TAD tax increment dollars to be granted to the Atlanta Development Authority to aid in the restoration and preservation of the George Towns and Grace Towns Hamilton Homes at 582 and 594 University Place in the Vine City neighborhood as described herein.

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

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

George Towns & Grace Towns Hamilton Homes
582 & 594 University Place – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD for Historic Preservation & Neighborhood Revitalization

Summary To authorize the release of $325,000 of the Fulton County increment set aside in the Westside TAD to aid in the restoration and preservation of two historic homes in the Vine City neighborhood.

Funding Source Westside TAD

Location 582 & 594 University Place
Council District: **3** **NPU**: L **APS District**: 2
Fulton County District: 6

Type Historic Preservation

Developer Preserve Black Atlanta, Inc. (Development Partner)

Community Benefits

- The project will remove significant blight from the neighborhood.
- The project creates a cultural and educational opportunity for students and the public to experience civil rights history.
- These preserved landmarks may attract tourism to support local businesses within the area.
- NPU-L supports the project funding to further advance community development goals, heritage education, and neighborhood revitalization within English Avenue and Vine City.

Development Budget

Sources	
National Park Service - Historic Preservation Fund Grant	$1,000,000
Westside TAD	$1,300,000
Total Sources	**$2,300,000**

Uses	NPS	WTAD	Total
Hard Costs Construction	$548,000	$975,000	$1,523,000
Soft Costs/Mgmt Services	$202,000	$135,000	337,000
A&E Services	$160,000	$40,000	$200,000
Environmental Remediation	$90,000	-	$90,000
Contingency Costs	-	$150,000	$150,000
Total Uses	**$1,000,000**	**$1,300,000**	**$2,300,000**

*Fulton County's portion of the Westside TAD is $325,000 (15.2% of the total investment).

George Towns & Grace Towns Hamilton Homes
582 & 594 University Place – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD for Historic Preservation & Neighborhood Revitalization

Project Description

In 2014, Invest Atlanta acquired properties located at 582 & 594 University Place as part of the larger acquisition of former Morris Brown properties. The properties are historically designated homes associated with two prominent Civil Rights leaders – George Alexander Towns (founder of the Niagara Movement) and his daughter Grace Towns Hamilton (the first African American woman elected to the Georgia General Assembly - 1966). The homes have deteriorated extensively as a result of abandonment, deferred maintenance, and fire damage over several decades. In an effort to preserve the legacy of both George Towns and Grace Towns Hamilton— both critical figures in local and national Civil Rights history – Invest Atlanta was approached by local non-profit organization, Preserve Black Atlanta (PBA), led by Dr. Karcheik Sims-Alvarado, who received the Historic Preservation Fund Grant for $1M from the National Parks Service in 2021. Invest Atlanta subsequently entered into license and real property preservation services agreements with PBA to manage the restoration project.

Since this time, critical securitization, stabilization, and extensive clean-out of both properties has been completed. This allowed a structural assessment, architectural analysis, and drawings to be completed to develop the project's full scope of work. Because federal funds are used, the project must comply with National Park Service preservation requirements in addition to going through a State Historic Preservation Office approval process. Approximately $575K has been expended to date on the above work in addition to asbestos/lead abatement, partial roof repairs, exterior site work, and project management.

Permits for the full restoration of the Grace Towns Hamilton home were recently approved, and approval for the George Towns home is forthcoming. This request from the Westside TAD is to provide the additional funds needed to complete the interior and exterior restoration and preservation of these historic homes. TAD dollars will largely be directed to construction activities. Scope of work elements include but are not limited to:

- Complete replacement of the roof systems
- Foundation repairs
- Repairing/replacing interior framing
- Interior buildout
- Waterproofing
- Cleaning and repairing masonry
- Replacing all windows and doors
- Installing new mechanical equipment and ductwork
- Upgrading electrical wiring
- Installing plumbing
- Installing and repairing flooring

Per the guidelines of the grant, each property must be placed under a covenant agreement to ensure that the homes are used for a historically significant purpose for no less than 20 years. Once the preservation work for the homes is completed, Invest Atlanta will have the option to solicit a management partner responsible for stewarding the property as an anchor for inclusive community heritage and overseeing its educational programming,

George Towns & Grace Towns Hamilton Homes
582 & 594 University Place – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD for Historic Preservation

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Project Location

George Towns & Grace Towns Hamilton Homes
582 & 594 University Place – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD for Historic Preservation

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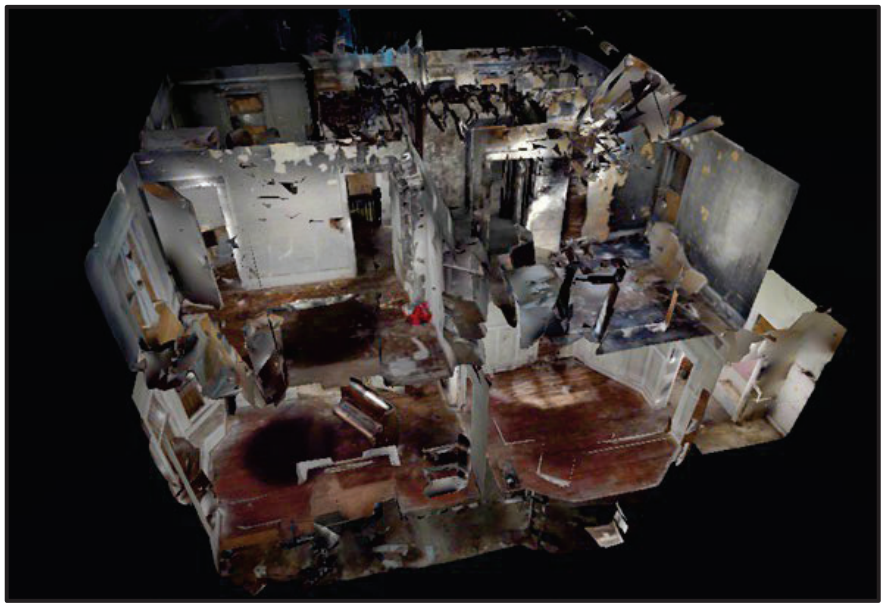
Site Photos

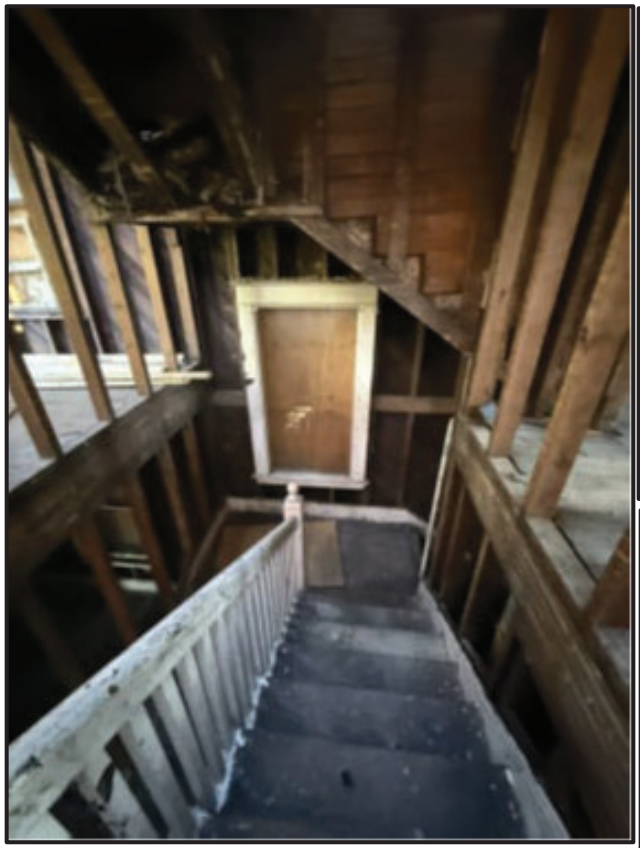
Site Conditions (George Towns) https://my.matterport.com/show/?m=ku3yotXHoTX
Site Conditions (Grace Hamilton) https://my.matterport.com/show/?m=iusnGXmjDkY

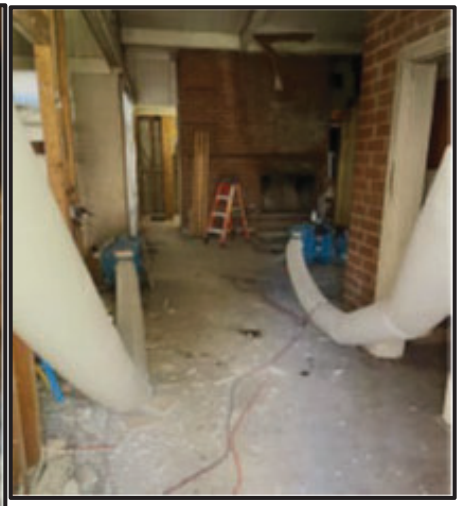
George Towns & Grace Towns Hamilton Homes
582 & 594 University Place – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD for Historic Preservation

Site Photos - George Towns Home

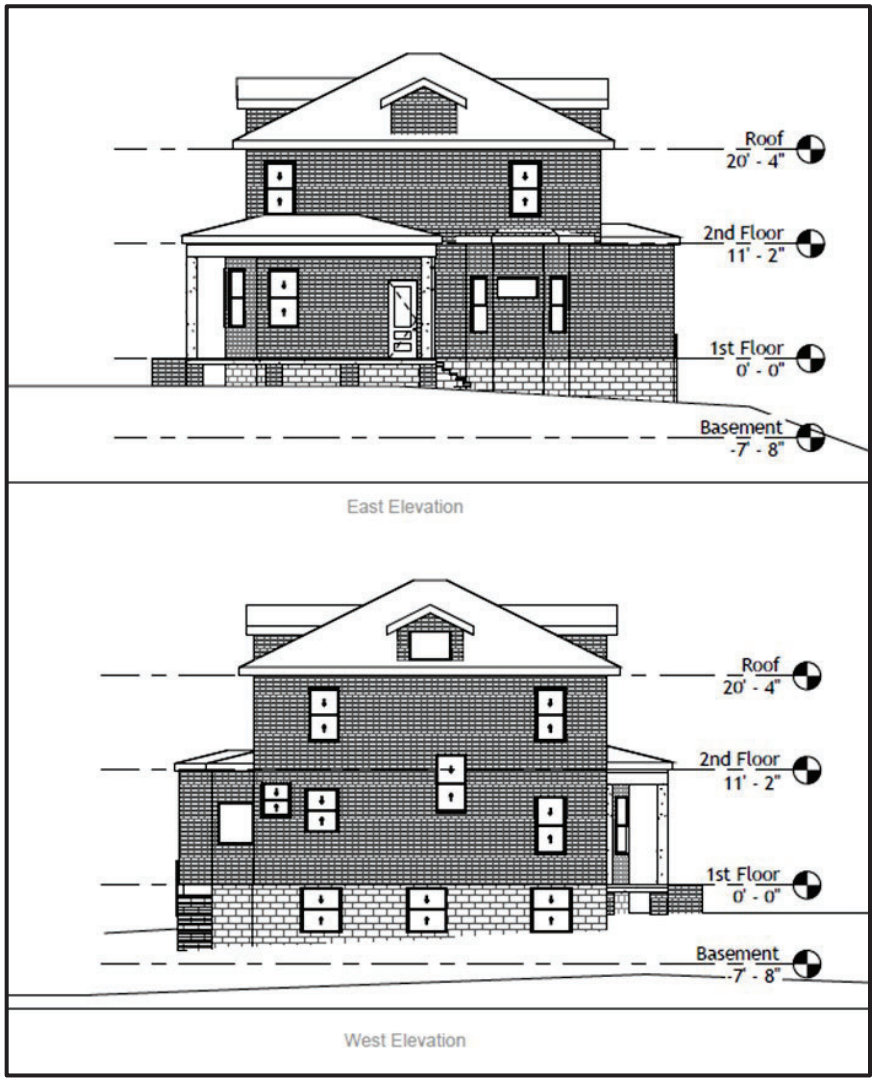


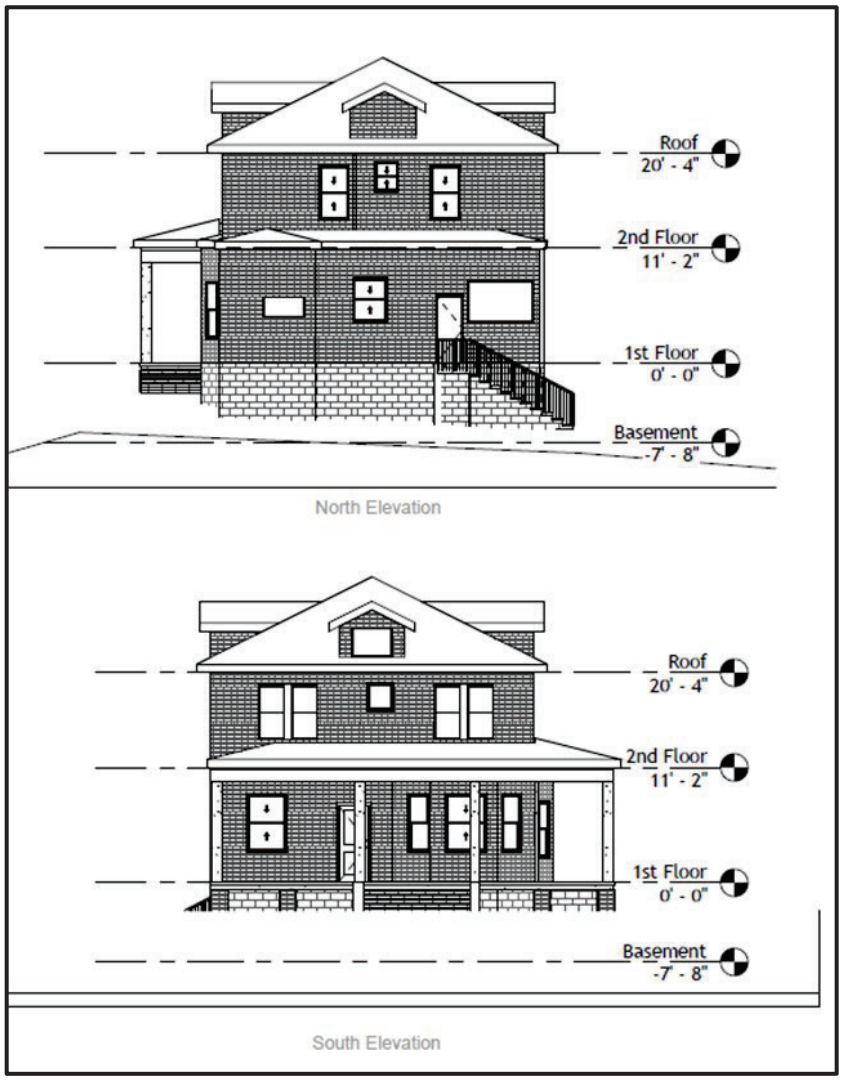
Initial Mitigation and Stabilization- George Towns Home





Elevation - George Towns Home





George Towns & Grace Towns Hamilton Homes
582 & 594 University Place – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD for Historic Preservation

Style Influences- George Towns Home

*Restoration will not include furnishing

George Towns & Grace Towns Hamilton Homes
582 & 594 University Place – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD for Historic Preservation

Site Photos - Grace Towns Hamilton Home

George Towns & Grace Towns Hamilton Homes
582 & 594 University Place – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD for Historic Preservation

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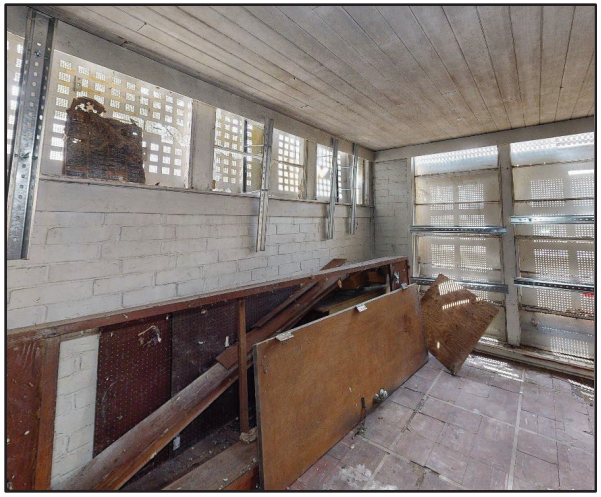
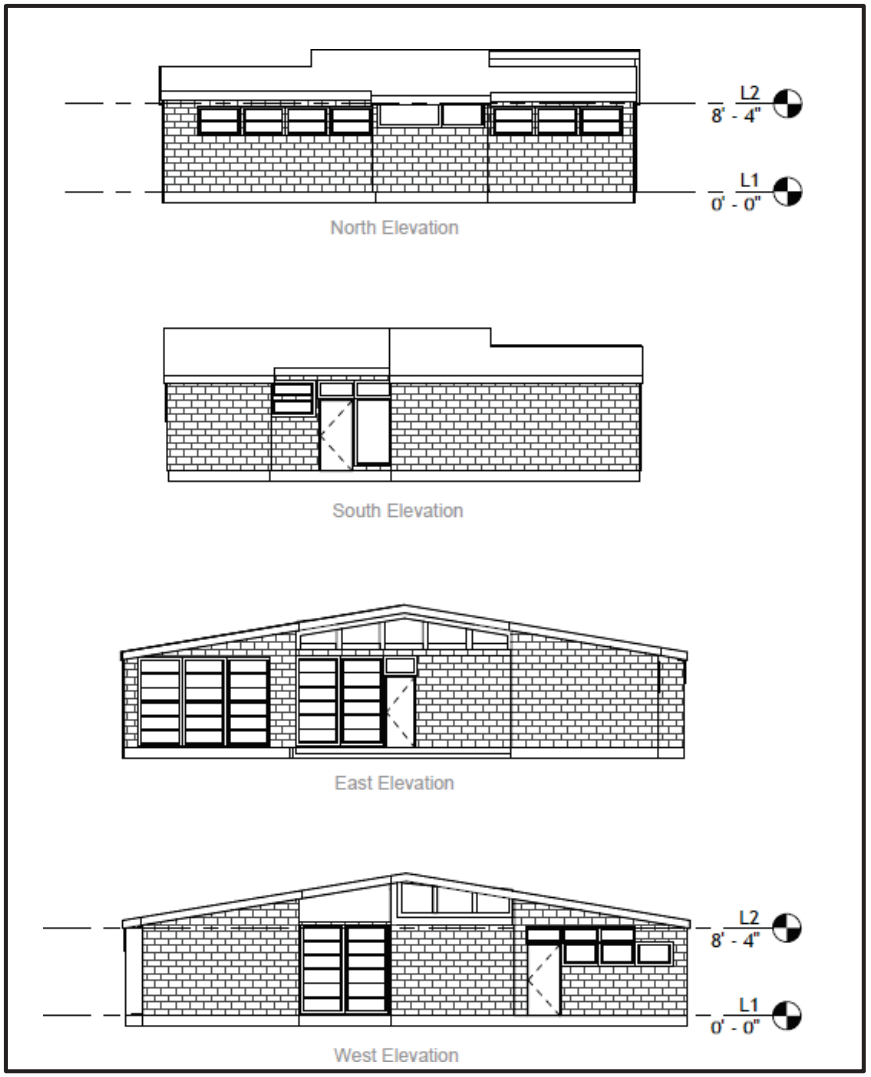
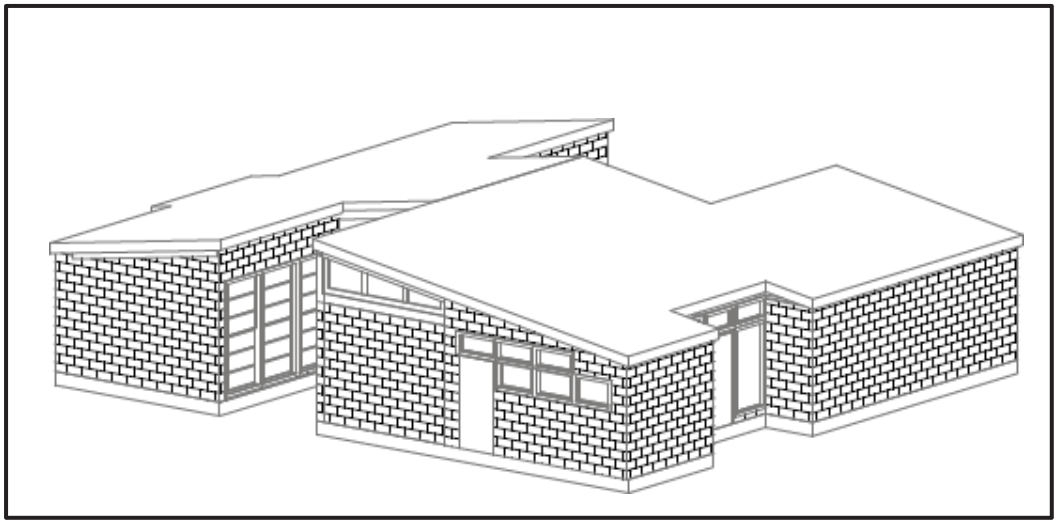
Initial Mitigation and Stabilization- Grace Towns Hamilton Home



Elevation - Grace Towns Hamilton Home





George Towns & Grace Towns Hamilton Homes
582 & 594 University Place – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD for Historic Preservation

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Style Influences - Grace Towns Hamilton Home

*Restoration will not include furnishing

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0330 **Meeting Date:** 6/17/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to support affordable housing in Downtown Atlanta by approving a grant from funds previously set aside to convert 66 existing market-rate units in a multifamily development into affordable housing, and for other purposes. **(Barrett) (HELD)**

A RESOLUTION TO SUPPORT AFFORDABLE HOUSING IN DOWNTOWN ATLANTA BY APPROVING A GRANT FROM FUNDS PREVIOUSLY SET ASIDE TO CONVERT 66 EXISTING MARKET-RATE UNITS IN A MULTIFAMILY DEVELOPMENT INTO AFFORDABLE HOUSING, AND FOR OTHER PURPOSES.

WHEREAS, Fulton County faces a growing housing affordability crisis, with thousands of low-income families, seniors, people with disabilities, and working households struggling to maintain stable and adequate housing due to rising rents, limited housing supply, and increasing cost burdens; and

WHEREAS, the Fulton County Commission is dedicated to addressing affordable housing by leveraging public-private partnerships, grant programs, and other tools that make the most efficient use of taxpayer dollars; and

WHEREAS, the Frankforter Group plans to convert 66 existing market-rate units to affordable housing units at Generation Atlanta, an apartment building located at 369 Centennial Olympic Park Drive, NW in Downtown Atlanta; and

WHEREAS, a Land Use Restrictive Agreement on the property will ensure that the 66 units remain affordable at 60 percent AMI for thirty years; and

WHEREAS, the conversion to affordable housing will not displace any legacy residents as the property was constructed in 2021; and

WHEREAS, the funding sources for the Generation Atlanta project budget of $137,643,097 include $104,000,000 (76%) from Arbor Realty, owner equity of $29,243,097 (21%), and a Westside Tax Allocation District (TAD) Grant of $4,000,000 (3%); and

WHEREAS, the Fulton County portion of the Westside TAD Grant which has been approved for this affordable housing project is $1,000,000 (or 0.7% of the total investment); and

WHEREAS, pursuant to Resolution 98-1452, adopted on November 18, 1998, as amended by Resolution 05-0851 adopted on July 20, 2005, and Resolution 08-1010 adopted on December 17, 2008, collectively, the "County Resolution," the Board of Commissioners of Fulton County consented to the inclusion of its ad valorem property tax increment to fund the Westside TAD through December 31, 2038; and

WHEREAS, the County Resolution requires that projects financed after December 31, 2018, with Fulton County property tax increment generated within the geographical boundaries of the Westside TAD shall be subject to approval by Fulton County; and

WHEREAS, Fulton County is a party to the bond obligations committed to by the Westside TAD and as such, must continue to contribute its tax increment payments to the Westside TAD until such bond obligations are paid in full through 2038; and

WHEREAS, the Fulton County Board of Commissioners recognizes that the highest and best use of all tax increment dollars contributed to the Westside TAD is to fund projects that will grow the tax base, address affordability, and protect and strengthen Westside Atlanta communities.

NOW, THEREFORE BE IT RESOLVED that the Fulton County Board of Commissioners hereby consents to the use of $1,000,000 of its Westside TAD tax increment dollars to be granted to the Frankforter Group for the conversion of 66 existing market-rate units to affordable housing in Downtown Atlanta as described herein.

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

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Generation Atlanta - Affordable Housing
369 Centennial Olympic Park Drive, NW – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Ascension Grant Funds

Summary To authorize the release of $1,000,000 of the Fulton County increment set aside in the Westside TAD Ascension Fund to aid in the conversion of 66 existing market-rate units to affordable housing within a multifamily development located in Downtown Atlanta.

Funding Source Westside TAD Ascension Fund

Location 369 Centennial Olympic Park Drive, NW
Council District: 4 **NPU:** M **APS District:** 2
Fulton County District: 6

Project Type Multifamily

Affordability Period 30 years

Grantee Centennial Olympic 336 Property, LP
Ownership Entity The Frankforter Group

Description Generation is a 17-story multifamily development in downtown Atlanta with a total of 336 units. The property includes amenities such as a rooftop pool, fitness center, and outdoor recreation space. This project was completed in 2021 with a current total of 5 affordable units being leased at 60% of area median income. The owners now want to expand the property's affordable housing opportunities. The requested TAD award will create 66 units restricted at affordable rents no more than 60% AMI. In turn, Invest Atlanta will execute a Land Use Restrictive Agreement (LURA) on the property for 30 years.

Unit mix

AMI	# of Units	Unit Floorplan	Sq.ft.	Unit Rental
66 units @ 60% AMI or below				
60%	5	Studio	503-547	$1,129
	47	1BR	616	$1,209
	14	2BR	1041	$1,452
270 Units Market Rate				
Market	15	Studio	459-547	$1,448-$1,500
	187	1BR	616-759	$1,485-$1,685
	68	2BR	1041-1512	$2,049-$2,545
Total Units:	**336**			

Community Benefits

- Offers affordable housing units distributed throughout a market-rate building that has amenities
- Brings affordable housing to Downtown where people work and spend time
- Units are ready to move in and will be quickly available to income eligible households
- Close to major public transportation hub
- Keeps the building financially viable and reduces blight during a time when Downtown is undergoing rapid revitalization
- Applies a demonstrably effective national concept to integrate affordable housing in resource-rich, high-opportunity neighborhoods

Generation Atlanta - Affordable Housing
369 Centennial Olympic Park Drive, NW – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Ascension Grant Funds

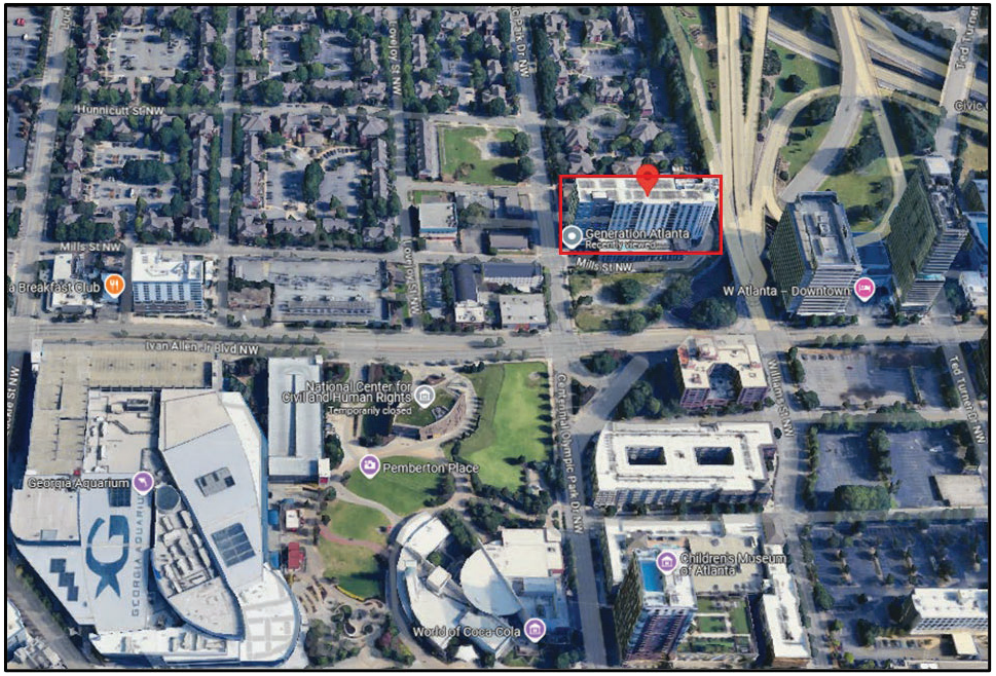
Project Budget

Sources	Total
Arbor Realty SR, Inc.	104,400,000
Owner Equity	$29,243,097
Westside TAD	$4,000,000
Total Sources	**$137,643,097**

Uses	Total
Acquisition	$126,900,000
Financing	$3,788,845
Interest Reserves	$6,454,247
Replacement Reserves	$500,005
Total Uses	**$137,643,097**

* Fulton County's contribution will be $1,000,000 (0.7% of the total investment).

Project Location



Generation Atlanta - Affordable Housing
369 Centennial Olympic Park Drive, NW – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Ascension Grant Funds

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Unit Photos

Generation Atlanta - Affordable Housing
369 Centennial Olympic Park Drive, NW – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Ascension Grant Funds

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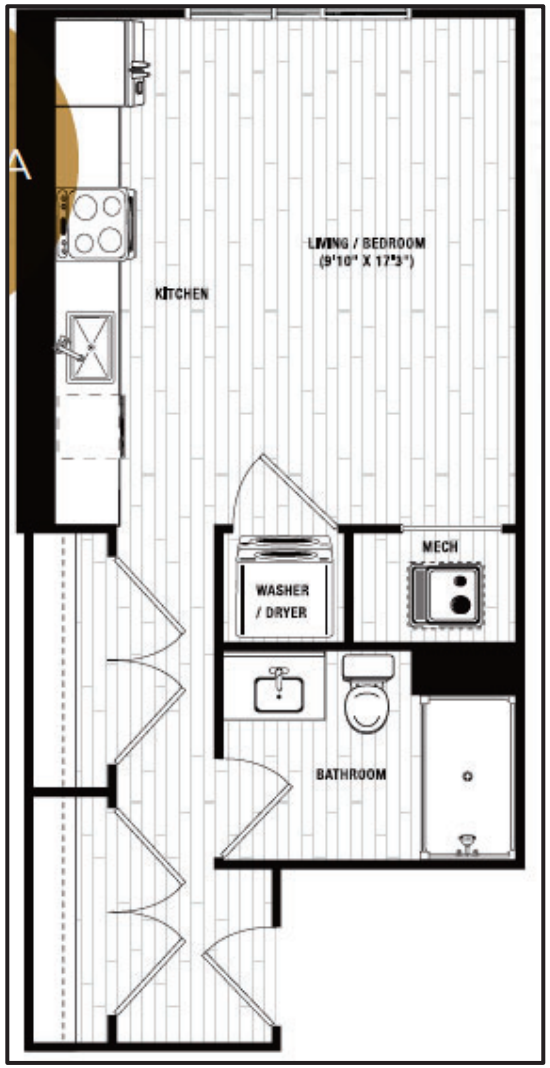
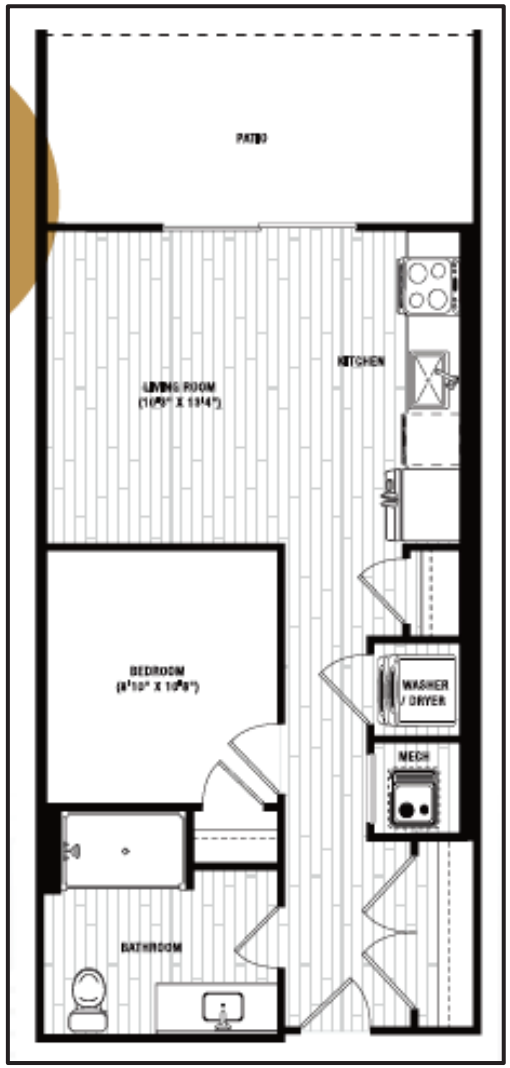
Floorplans

Studio (503 sq.ft.)



Studio (547sq.ft.)

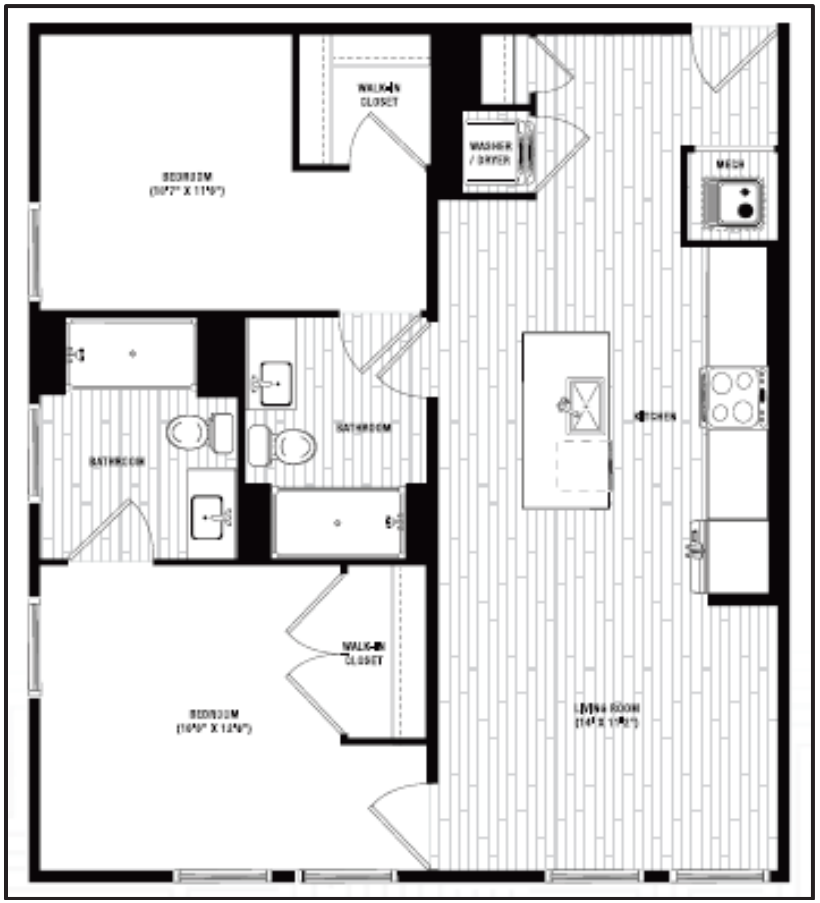
1BR/1BA (616 sq.ft.)



Floorplans (Continued)

2BR/1BA (1041 sq.ft.)

Generation Atlanta - Affordable Housing
369 Centennial Olympic Park Drive, NW – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Ascension Grant Funds



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0331 **Meeting Date:** 6/17/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to support affordable housing in the English Avenue neighborhood by approving a grant from funds previously set aside to aid in the construction of a 20-unit affordable multifamily development, and for other purposes. **(Barrett) (HELD)**

A RESOLUTION TO SUPPORT AFFORDABLE HOUSING IN THE ENGLISH AVENUE NEIGHBORHOOD BY APPROVING A GRANT FROM FUNDS PREVIOUSLY SET ASIDE TO AID IN THE CONSTRUCTION OF A 20-UNIT AFFORDABLE MULTIFAMILY DEVELOPMENT, AND FOR OTHER PURPOSES.

WHEREAS, Fulton County faces a growing housing affordability crisis, with thousands of low-income families, seniors, people with disabilities, and working households struggling to maintain stable and adequate housing due to rising rents, limited housing supply, and increasing cost burdens; and

WHEREAS, the Fulton County Commission is dedicated to addressing affordable housing by leveraging public-private partnerships, grant programs, and other tools that make the most efficient use of taxpayer dollars; and

WHEREAS, Clifford Palmer (Palmer Equity Group LLC), an experienced developer, and long-time resident of the English Avenue community, will construct a new 20-unit multifamily development located at 392 and 396 James P. Brawley Boulevard NW ("English Commons") in the English Avenue neighborhood, in which 16 of the 20 units will be affordable for 30 years at 60 percent, 70 percent, and 80 percent AMI; and

WHEREAS, the English Commons project will be constructed on currently vacant property and will contribute to the redevelopment and activation of the James P. Brawley corridor without displacing legacy residents; and

WHEREAS, the funding sources for the English Commons project budget of $4,530,000 include construction debt of $1,500,000 (33.1%), Vine City Housing Trust Fund support of $600,000 (13.2%), owner equity of $850,000 (18.8%), deferred development fees of $580,000 (12.8%), and a Westside Tax Allocation District (TAD) Grant of $1,000,000 (22.1%); and

WHEREAS, the Fulton County portion of the Westside TAD Grant for this affordable housing project is $250,000 (or 5.5% of the total investment); and

WHEREAS, the Westside TAD Grant funding is necessary to ensure the financial feasibility of the project and to support the long-term affordability commitments associated with the development; and

WHEREAS, pursuant to Resolution 98-1452, adopted on November 18, 1998, as amended by Resolution 05-0851 adopted on July 20, 2005, and Resolution 08-1010 adopted on December 17, 2008, collectively, the "County Resolution," the Board of Commissioners of Fulton County consented to the inclusion of its ad valorem property tax increment to fund the Westside TAD through December 31, 2038; and

WHEREAS, the County Resolution requires that projects financed after December 31, 2018, with Fulton County property tax increment generated within the geographical boundaries of the Westside TAD shall be subject to approval by Fulton County; and

WHEREAS, Fulton County is a party to the bond obligations committed to by the Westside TAD and as such, must continue to contribute its tax increment payments to the Westside TAD until such bond obligations are paid in full through 2038; and

WHEREAS, the Fulton County Board of Commissioners recognizes that the highest and best use of all tax increment dollars contributed to the Westside TAD is to fund projects that will grow the tax base, address affordability, and protect and strengthen Westside Atlanta communities.

NOW, THEREFORE BE IT RESOLVED that the Fulton County Board of Commissioners hereby consents to the use of $250,000 of its Westside TAD tax increment dollars to be granted to Palmer Equity Firm, LLC for the construction of a 20-

unit multifamily housing development in the English Avenue neighborhood as described herein.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 3rd day of June 2026.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

English Commons – Multifamily Development
392 & 396 James P. Brawley Blvd – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Funds

Summary To authorize the release of $250,000 of the Fulton County increment set aside in the Westside TAD Fund to aid in the construction of a new 20-unit multifamily housing development in the English Avenue Neighborhood.

Funding Source Westside TAD Fund

Location 392 & 396 James P. Brawley Blvd, NW
Council District: 3 **NPU:** L **APS District:** 2
Fulton County District: 6

Timeline 12-months
Est. Construction Start Date: July 2025

Type New Construction Multifamily

Affordability Period 30 years

Ownership Entity/Developer Palmer Equity Firm, LLC

Description The proposed development consists of 20 new construction multifamily units located along James P. Brawley Blvd. in the English Avenue neighborhood. The project will construct two (2) buildings, each with 10 units. All units are 2-bedrooms, 1-bath with a combined kitchen and living room area. Each building will open to a pathway with a rain garden feature. Twenty (20) parking spaces are designated at the rear of the property and are accessible by alleyway from Proctor or Neal Street.

The developer, Clifford Palmer, has been a resident of the English Avenue community for more than a decade and began constructing/redeveloping homes in the neighborhood in 2007. The developer owns about 50 properties in the neighborhood (both vacant land and redeveloped parcels) and has sought to use these resources to provide affordable rents in an effort to mitigate the displacement of his neighbors. The Palmer Equity Firm was founded in 2004, and Mr. Palmer has nearly 20 years of experience in real estate as a broker and appraiser.

Unit Mix

AMI	# of Units	Unit Floorplan	Unit Size	Unit Rental
6 units @ 60% AMI or below				
60%	6	2BR	594	$1,452
4 units @ 70% AMI or below				
70%	4	2 BR	594	$1,694
6 units @ 80% AMI or below				
80%	6	2BR	594	$1,936
Unrestricted Units				
Unrestricted	4	2 BR	594	$1,936
Total Units:	**20**			

English Commons – Multifamily Development
392 & 396 James P. Brawley Blvd – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Funds

Community Benefit

- The project contributes to the redevelopment and activation of concentrations of vacant property in the James P. Brawley corridor.
- The project provides long-term affordability for 16 out of a total 20 units.

Development Budget

Sources

Construction Debt	$1,500,000
Vine City Housing Trust Fund	$600,000
Owner Equity	$850,000
Deferred Development Fee	$580,000
Westside TAD Grant	$1,000,000
Total Sources	**$4,530,000**

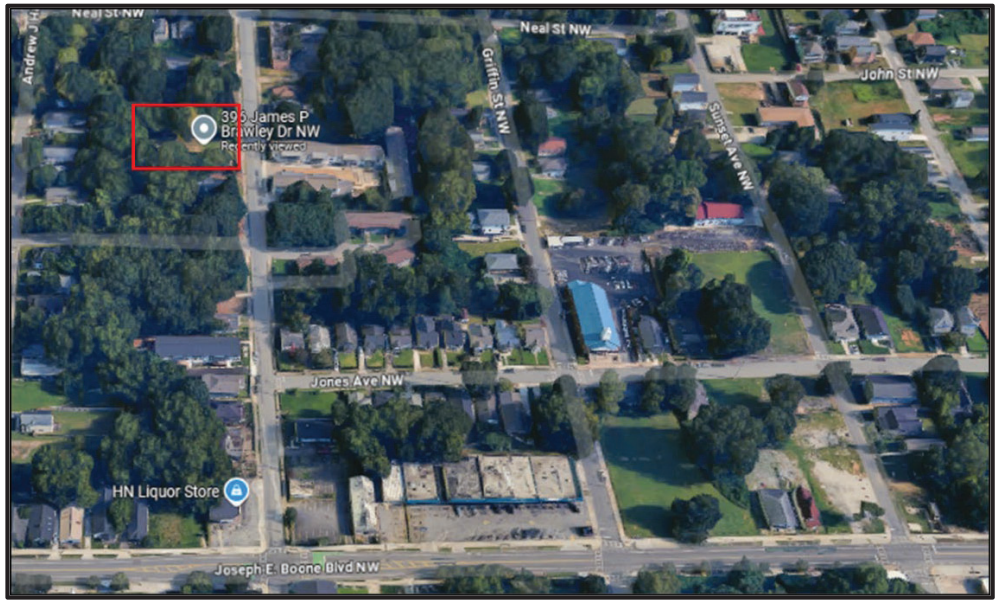
* Fulton County's contribution will be $250,000 (5.5% of the total investment).

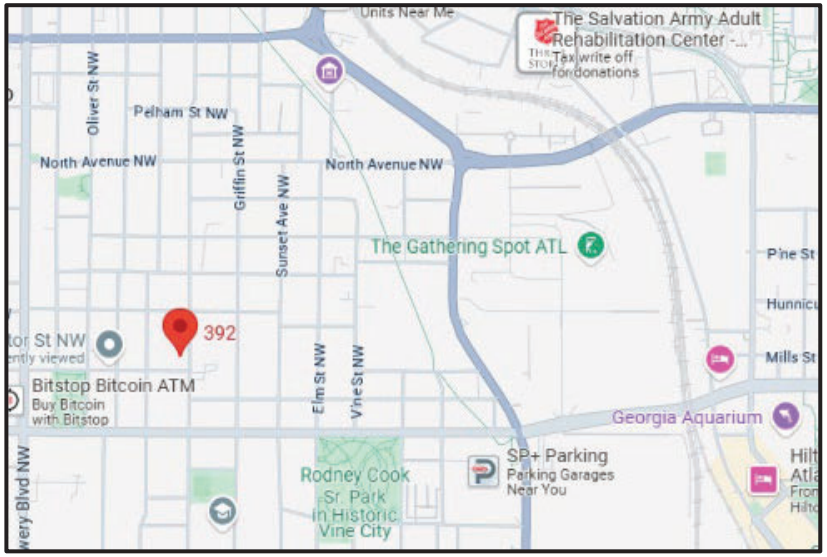
Uses

Acquisition	$450,000
Hard Costs	$3,218,600
Soft Costs	$200,000
Financing	$81,400
Developer Fee	$580,000
Total Uses	**$4,530,000**

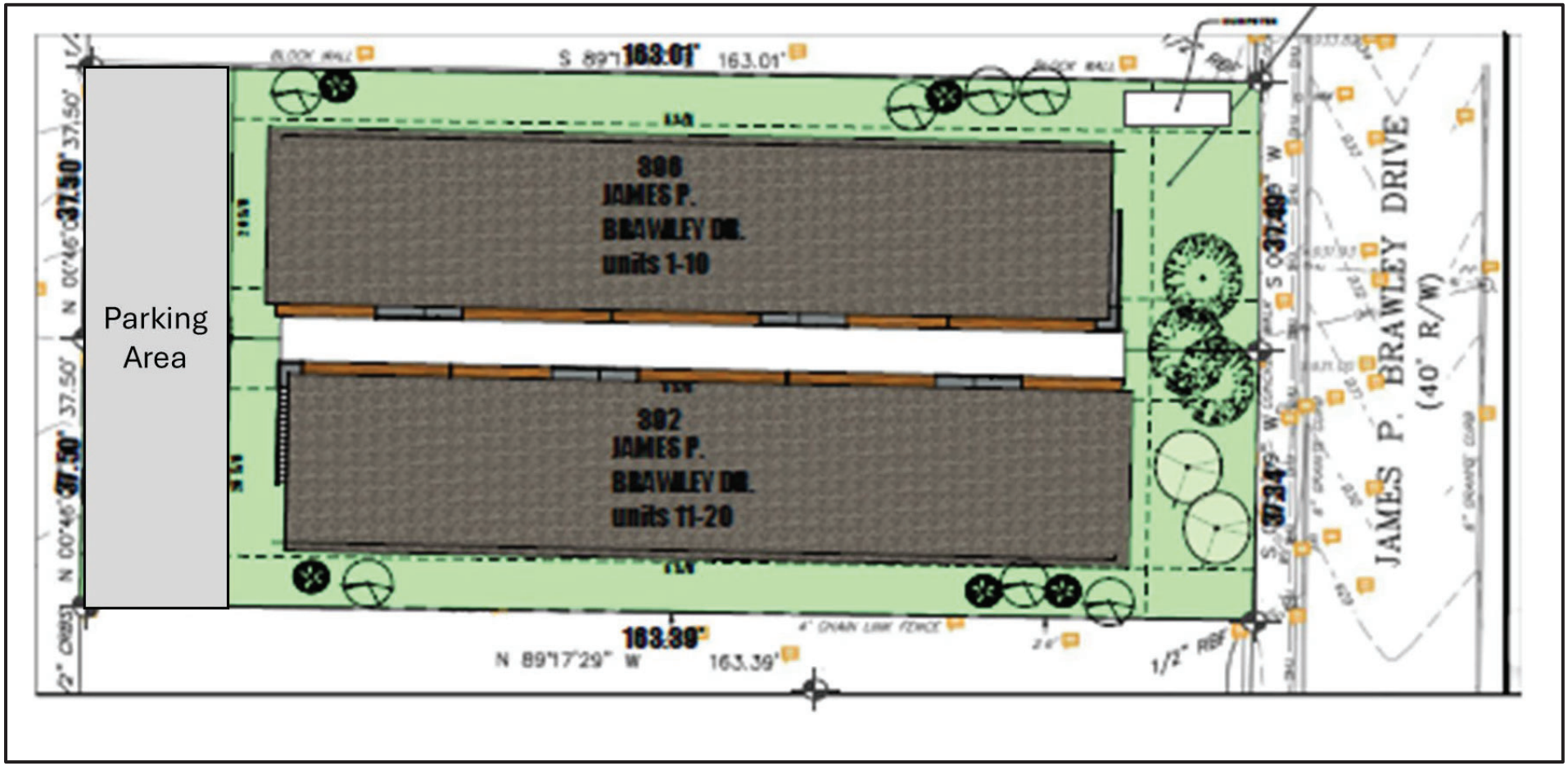
English Commons – Multifamily Development
392 & 396 James P. Brawley Blvd – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Funds

Project Location Map



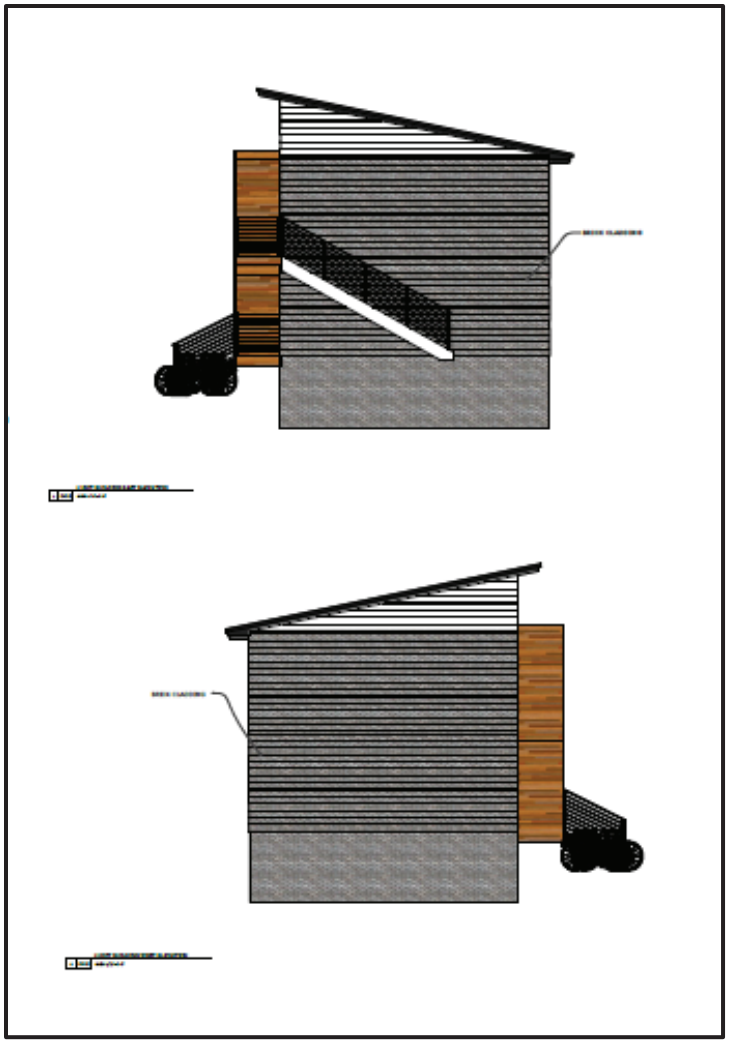


Project Site Plan

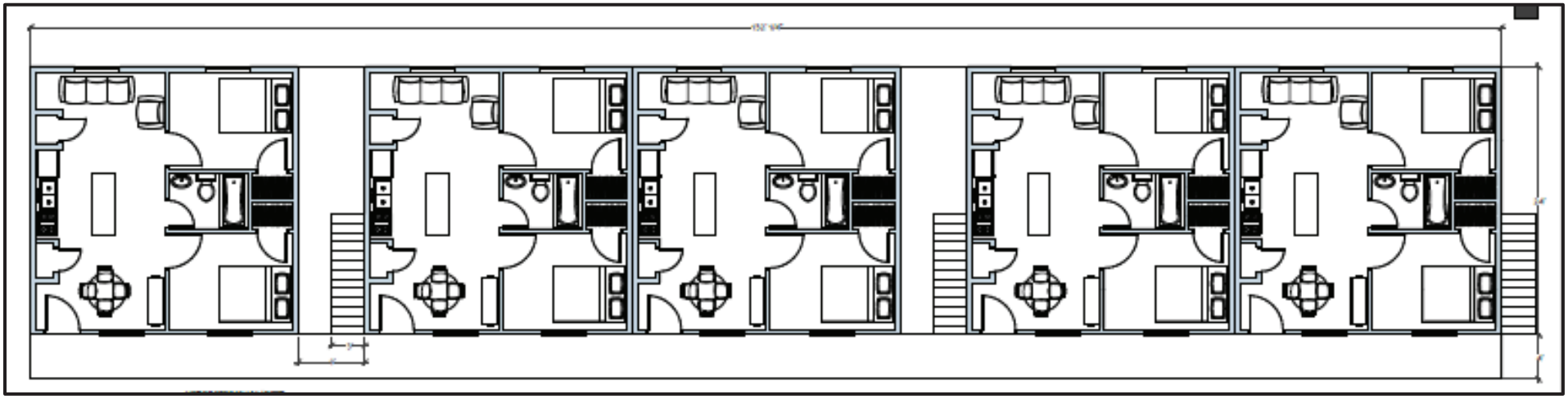


English Commons – Multifamily Development
392 & 396 James P. Brawley Blvd – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Funds

Project Elevations



Project Floorplan

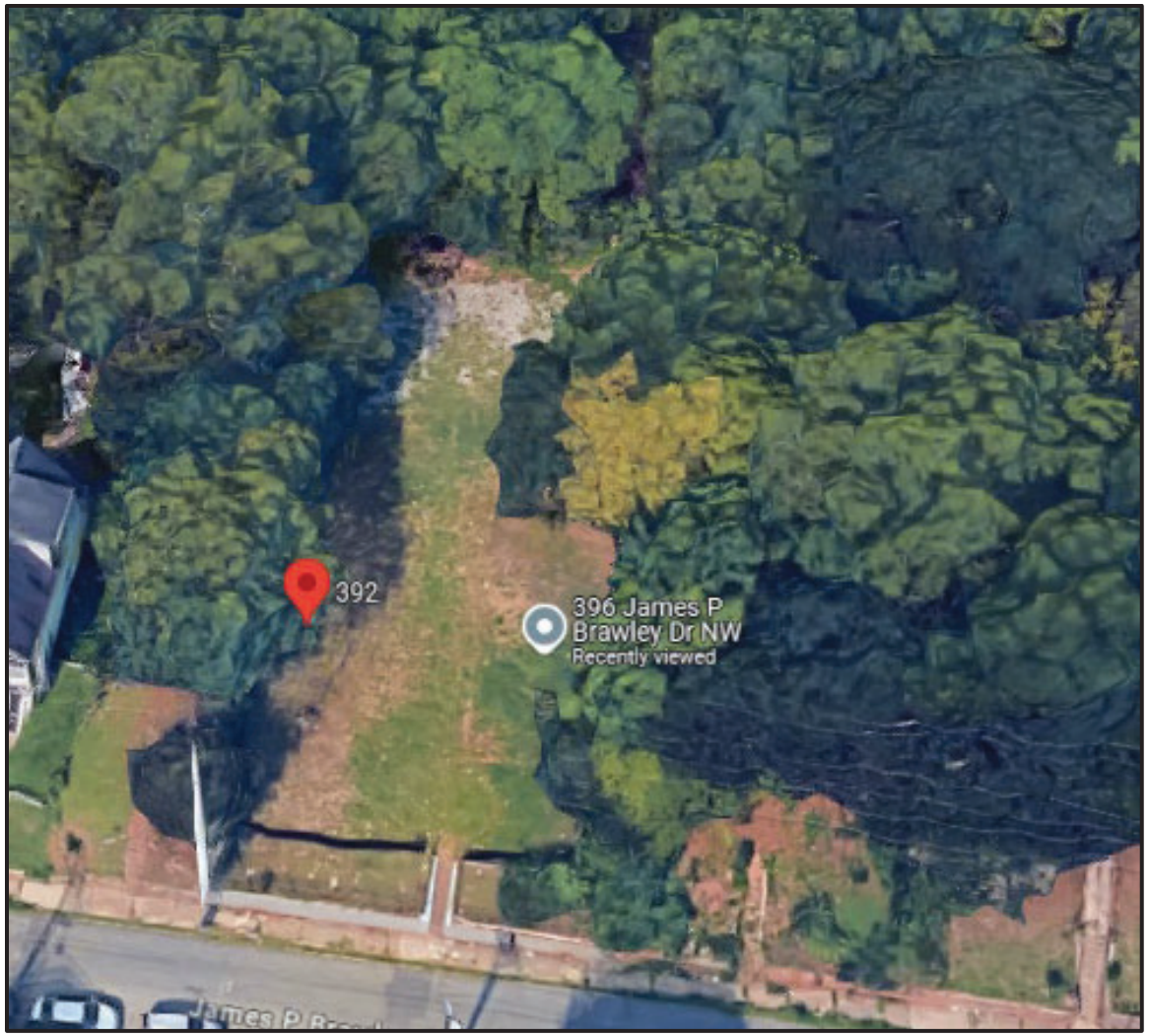


English Commons – Multifamily Development
392 & 396 James P. Brawley Blvd – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Funds

Conceptual Design

English Commons – Multifamily Development
392 & 396 James P. Brawley Blvd – Fulton County District 6
Approval to Release Fulton County Portion of Westside TAD Funds

Existing Conditions



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0371 **Meeting Date:** 6/17/2026

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

Request approval of a Resolution to approve a grant from funds previously set aside for site preparation work necessary for the construction of the Andrew Young international institute for peace and reconciliation in the vine city neighborhood, and for other purposes. **(Barrett)**

A RESOLUTION TO APPROVE A GRANT FROM FUNDS PREVIOUSLY SET ASIDE FOR SITE PREPARATION WORK NECESSARY FOR THE CONSTRUCTION OF THE ANDREW YOUNG INTERNATIONAL INSTITUTE FOR PEACE AND RECONCILIATION IN THE VINE CITY NEIGHBORHOOD, AND FOR OTHER PURPOSES.

WHEREAS, Fulton County recognizes the importance of preserving Atlanta's unique Civil Rights history and honors Ambassador Andrew Young's lifelong commitment to peace, justice, and global cooperation; and

WHEREAS, The Andrew Young International Institute for Peace and Reconciliation ("the Institute") is a planned 80,000-square-foot cultural and educational facility located in Historic Vine City adjacent to Rodney Cook Sr. Park, one of Atlanta's most symbolically significant landscapes tied to the Civil Rights Movement; and

WHEREAS, the Institute will preserve and promote the legacy of civil rights leader Ambassador Andrew Young, who has served as a United States Ambassador to the United Nations, Member of Congress, Mayor of Atlanta, and global advocate for peace, diplomacy, and human rights; and

WHEREAS, the Institute will serve as a dynamic convening center, bringing together students, scholars, policymakers, and international leaders to engage in dialogue, research, and collaborative problem-solving; and

WHEREAS, the Institute will leverage global partnerships to provide immersive educational programming and exhibitions, and will be a leading center for diplomacy and thought leadership; and

WHEREAS, the project is supported by NPU-L and Atlanta Public Schools and will provide meaningful community access through free public hours, event space for local organizations, educational programming, student engagement initiatives, and

collaboration with neighborhood stakeholders, public partners, and educational institutions; and

WHEREAS, the Institute's proximity to major universities—including Morehouse, Spelman, Clark Atlanta, Georgia State, and Georgia Tech—will foster partnerships that expand access to education, research, and internships for students; and

WHEREAS, the Institute will function as a catalyst for economic revitalization in Atlanta's Westside, creating opportunities for local hiring, workforce development, and youth engagement; and

WHEREAS, the Andrew J. Young Foundation recently secured a 100-year, $1/year ground lease from the City of Atlanta for the approximately 2.77-acre project; and

WHEREAS, the total budget for The Institute is $100M, and the total budget for this phase of the site preparation is $2,510,765 (2.51% of the total project budget) which includes $510,765 (.51%) in philanthropic dollars and a $2M (2%) Westside TAD Grant; and

WHEREAS, the Fulton County portion of the Westside TAD funding allocated to the project is $500,000 (or .5% of the total project budget); and

WHEREAS, pursuant to Resolution 98-1452, adopted on November 18, 1998, as amended by Resolution 05-0851 adopted on July 20, 2005, and Resolution 08-1010 adopted on December 17, 2008, collectively, the "County Resolution," the Board of Commissioners of Fulton County consented to the inclusion of its ad valorem property tax increment to fund the Westside TAD through December 31, 2038; and

WHEREAS, the County Resolution requires that projects financed after December 31, 2018, with Fulton County property tax increment generated within the geographical boundaries of the Westside TAD shall be subject to approval by Fulton County; and

WHEREAS, Fulton County is a party to the bond obligations committed to by the Westside TAD and as such, must continue to contribute its tax increment payments to the Westside TAD until such bond obligations are paid in full through 2038; and

WHEREAS, the Fulton County Board of Commissioners recognizes that the highest and best use of all tax increment dollars contributed to the Westside TAD is to fund projects that will grow the tax base while protecting and strengthening Westside Atlanta communities.

NOW, THEREFORE BE IT RESOLVED that the Fulton County Board of Commissioners hereby consents to the use of $500,000 of its Westside TAD tax increment dollars to be granted to the Andrew J. Young Foundation to aid in site preparation for the construction of the Andrew Young International Institute for Peace and Reconciliation as described herein.

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

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Andrew Young International Institute for Peace and Reconciliation
Vine City Neighborhood – Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Grant

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Summary To authorize the release of $500,000 of the Fulton County Increment set aside in the Westside TAD to aid in site preparation for the construction of The Andrew Young International Institute for Peace and Reconciliation, located in Historic Vine City adjacent to Rodney Cook Sr. Park.

Funding Source Westside TAD

Location Property bound by Vine St. NW, Spencer St., and Elm St. NW Atlanta, GA 30314
Council District: 3 **NPU:** L **APS District:** 2
Fulton County District: 4

Type Infrastructure/ New Construction

Ownership/ Developer Andrew J. Young Foundation

Timeline Project Start 3Q2026
Project End 4Q2029

Description The Andrew Young International Institute for Peace and Reconciliation is a planned 80,000-square-foot cultural and educational facility located in Historic Vine City adjacent to Rodney Cook Sr. Park - one of Atlanta's most symbolically significant landscapes tied to the Civil Rights Movement. The transformative, $100M Institute will include galleries, archives, classrooms, and convening spaces, housing more than 3,000 artifacts from Ambassador Young's life and legacy. Designed as a global hub for diplomacy, education, and leadership, the project will provide a permanent space for research, dialogue, and public engagement focused on peacebuilding and economic empowerment.

The Andrew J. Young Foundation recently secured a 100-year, $1/year lease on the 2.77-acre site from the City of Atlanta. Site preparation improvements are critical not only to the ultimate design and construction of the Institute, but also to the pace at which the $100M in philanthropic capital can be raised for the project. Foundations and other potential funders are far more willing to contribute once the site is fully prepared for vertical construction and the final design and layout are in place.

SITE PREPARATION BUDGET:

Sources

Philanthropy	$510,765
Westside TAD	$2,000,000
Total Construction Sources	**$2,510,765**

Uses

Design, Engineering, Survey	$135,000
Hard Costs	$1,767,095
Contingency	$380,419
Project Management	$228,251
Total Uses	**$2,510,765**

Andrew Young International Institute for Peace and Reconciliation
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Project Narrative

Rooted in the extraordinary legacy of Ambassador Andrew Young—civil rights leader, former U.S. Ambassador to the United Nations, and former Mayor of Atlanta—the Institute represents a bold vision to carry forward his lifelong commitment to peace, justice, and global cooperation. The facility will serve as a dynamic convening center, bringing together students, scholars, policymakers, and international leaders to engage in dialogue, research, and collaborative problem-solving. Through immersive educational programming, exhibitions, and global partnerships, the Institute will position Atlanta as a leading center for diplomacy and thought leadership while inspiring future generations to address the world's most pressing challenges with empathy and innovation.

Community Benefits

The Institute will function as a catalyst for economic revitalization in Atlanta's Westside, creating opportunities for local hiring, workforce development, and youth engagement. Its proximity to major universities—including Morehouse, Spelman, Clark Atlanta, Georgia State, and Georgia Tech—will foster partnerships that expand access to education, research, and internships for students across the city. The project will also provide meaningful community access through free public hours, event space for local organizations, and ongoing programming in collaboration with Department of Parks and neighborhood stakeholders. By anchoring investment in a historically underserved area while celebrating Atlanta's civil rights heritage, the Institute will strengthen community identity, expand opportunity, and contribute to a more inclusive and globally connected city.

Andrew Young International Institute for Peace and Reconciliation
Vine City Neighborhood – Fulton County District 4
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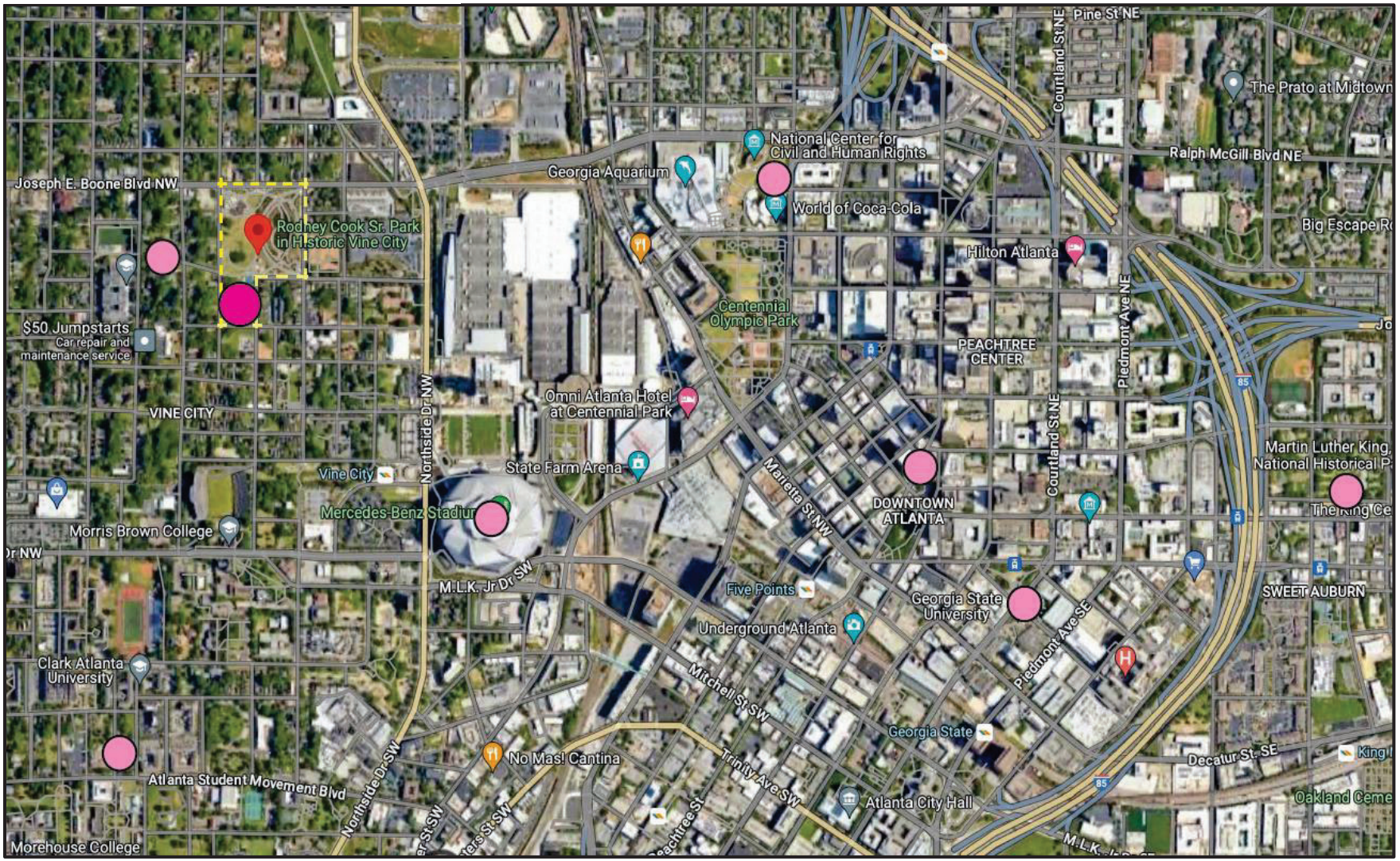
Project Location



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Vine City Neighborhood – Fulton County District 4
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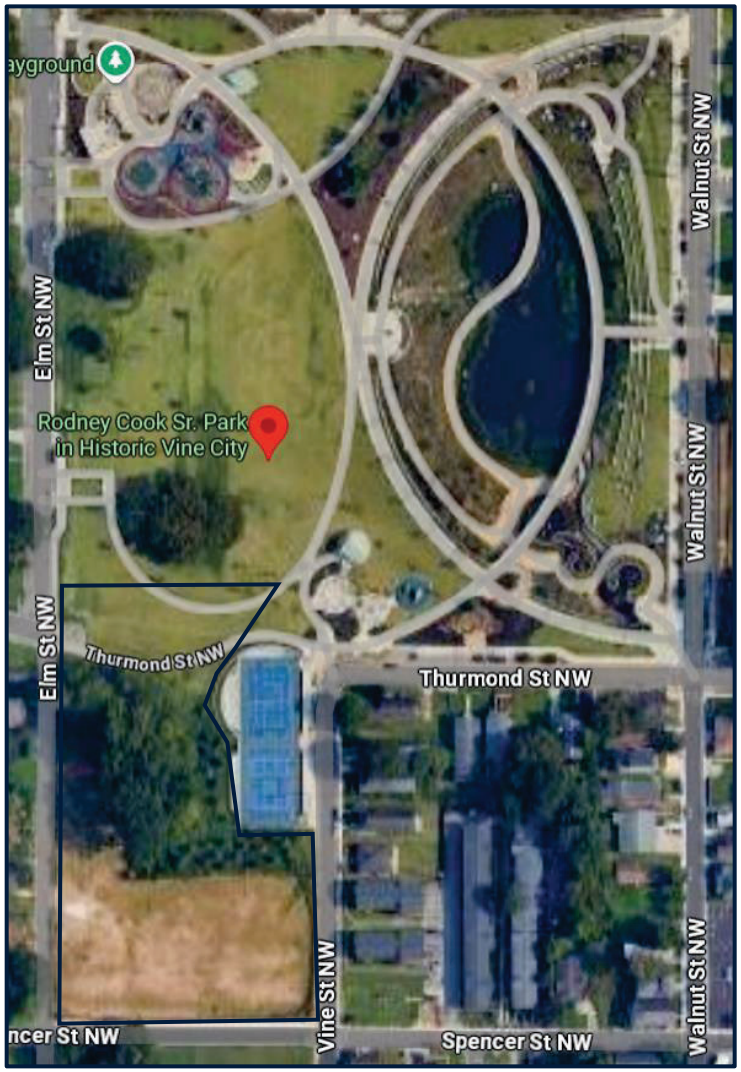

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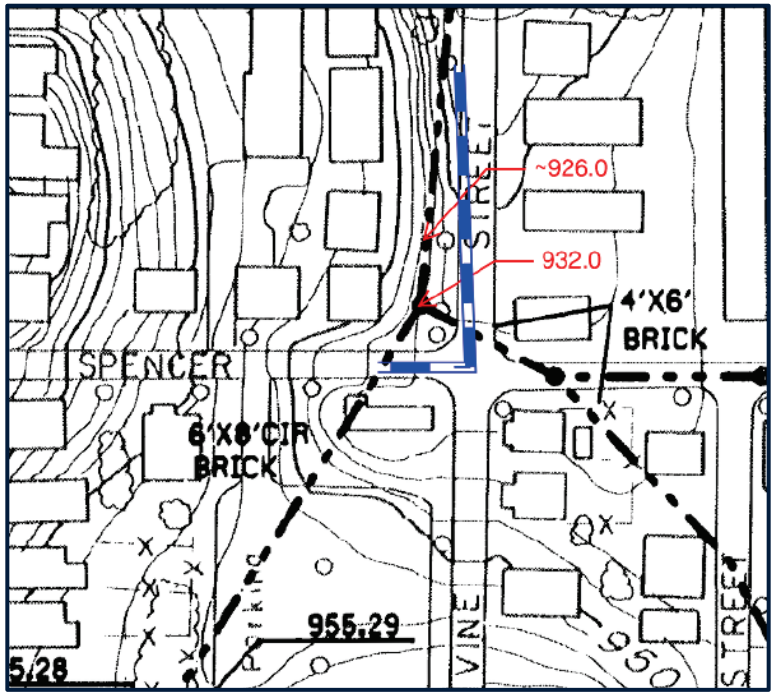

Andrew Young International Institute for Peace and Reconciliation
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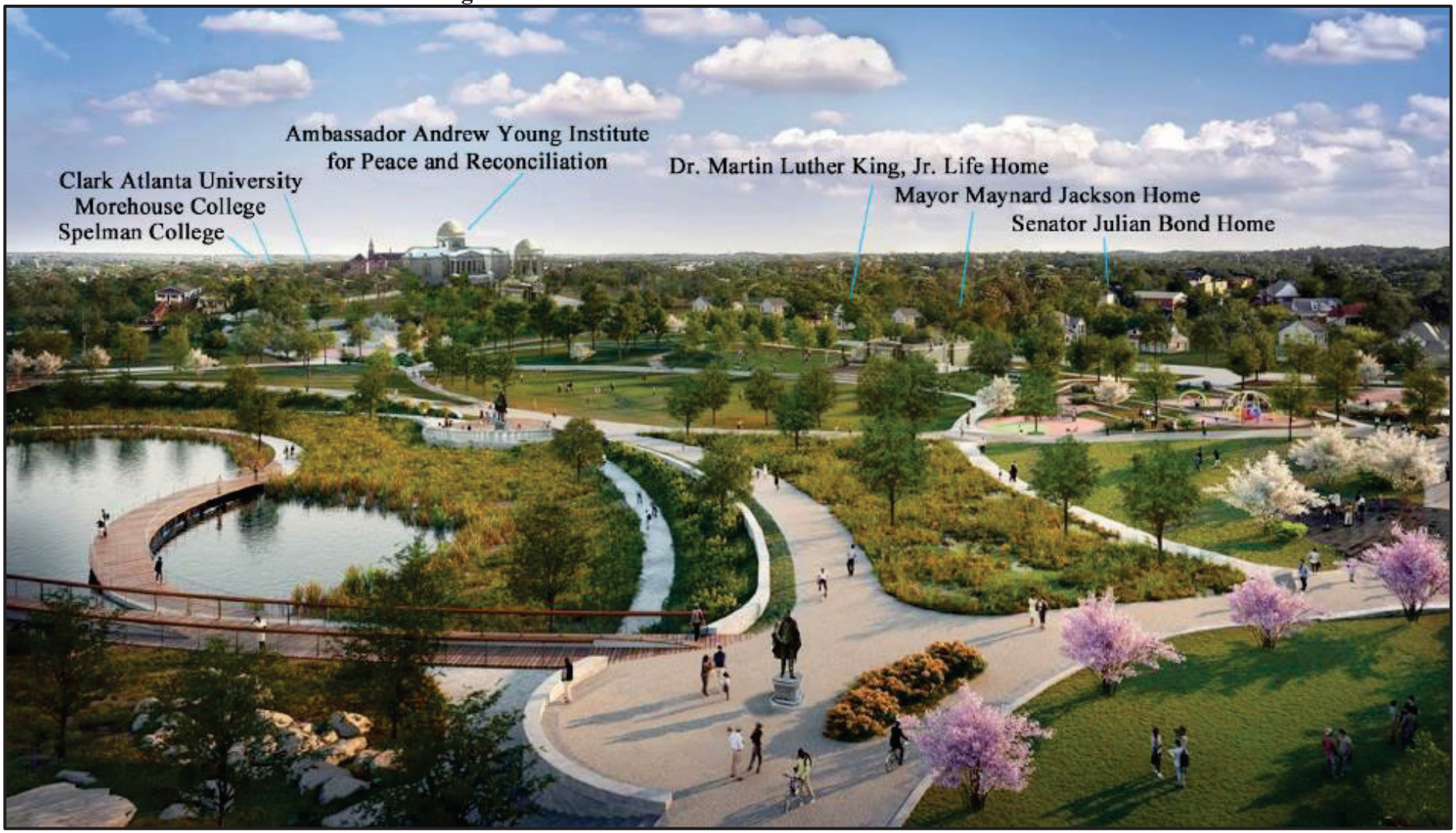
View Across Park Towards Andrew Young Institute



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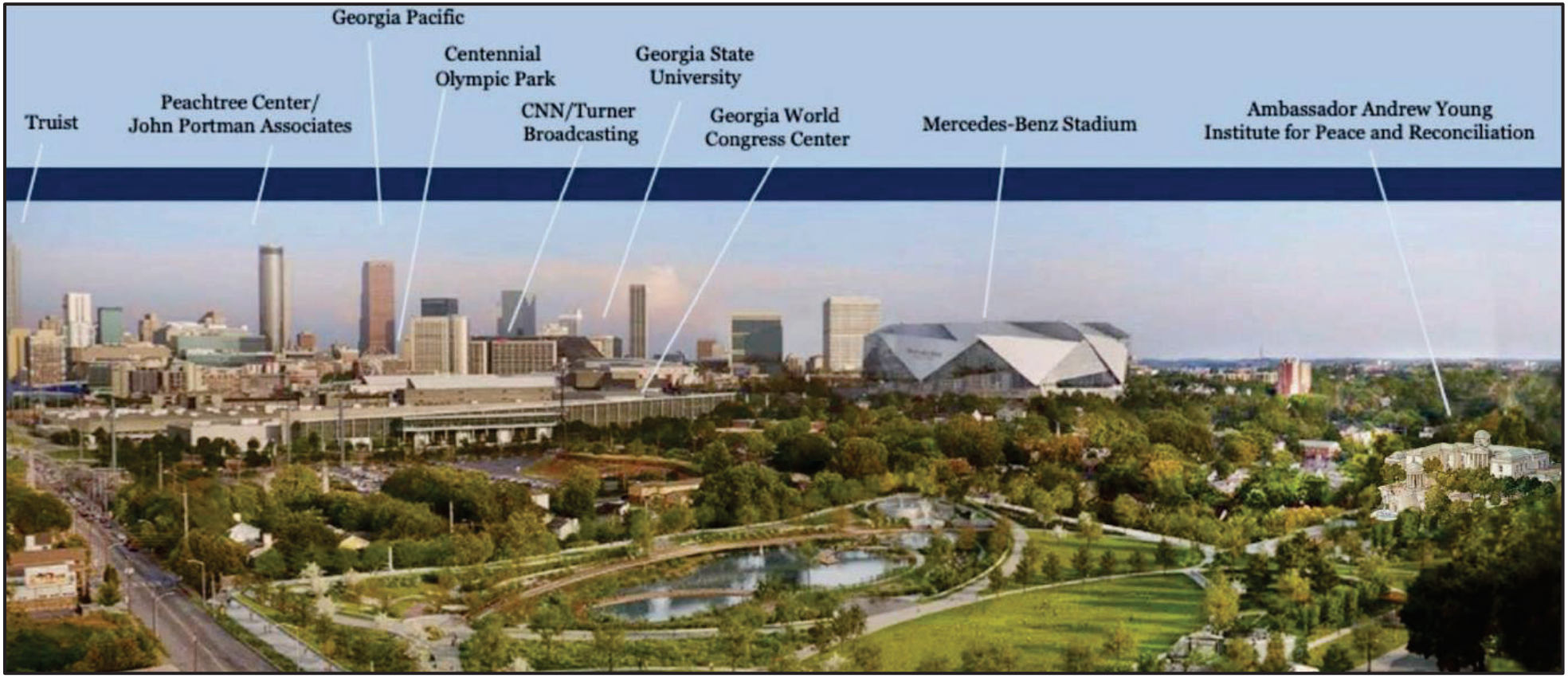

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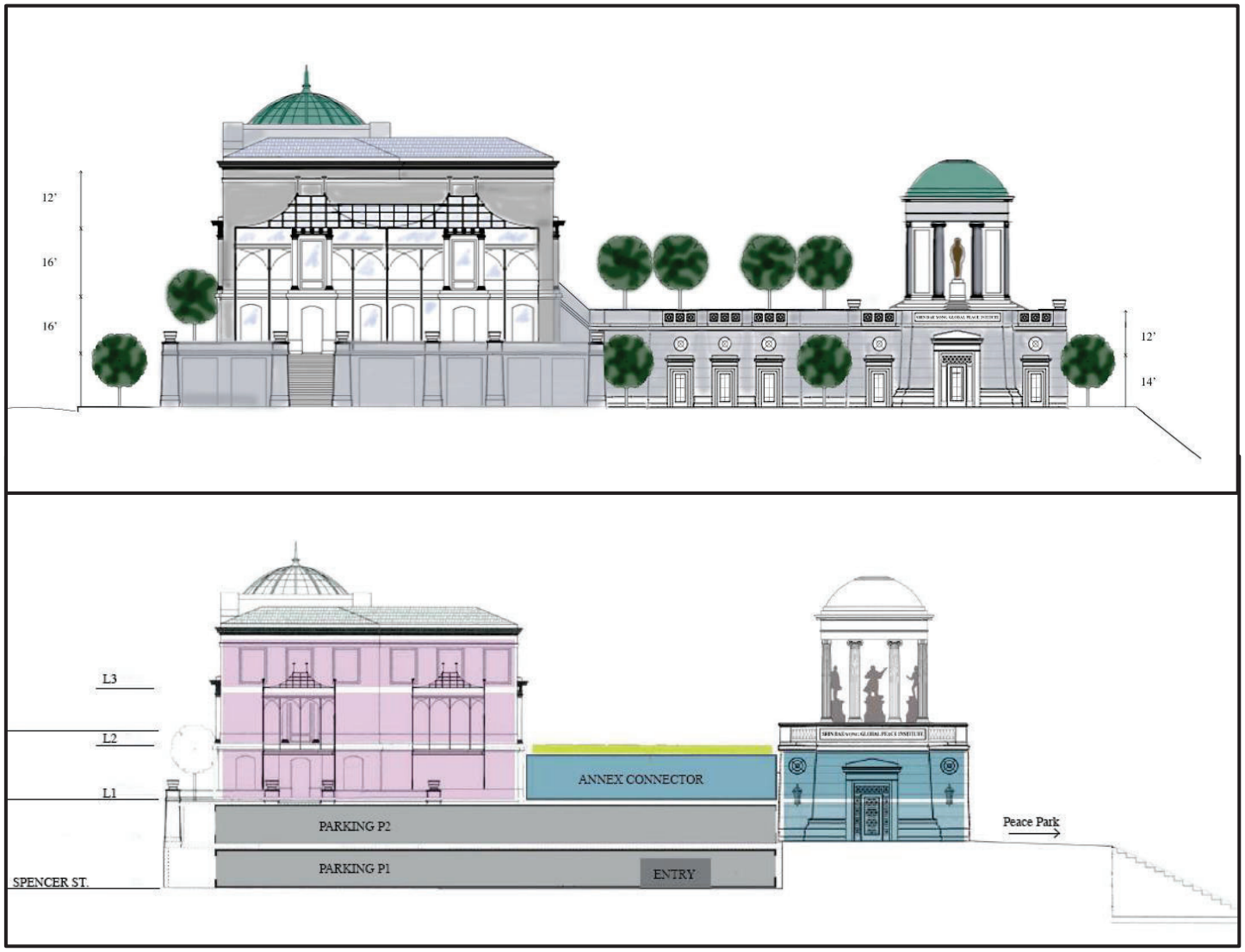

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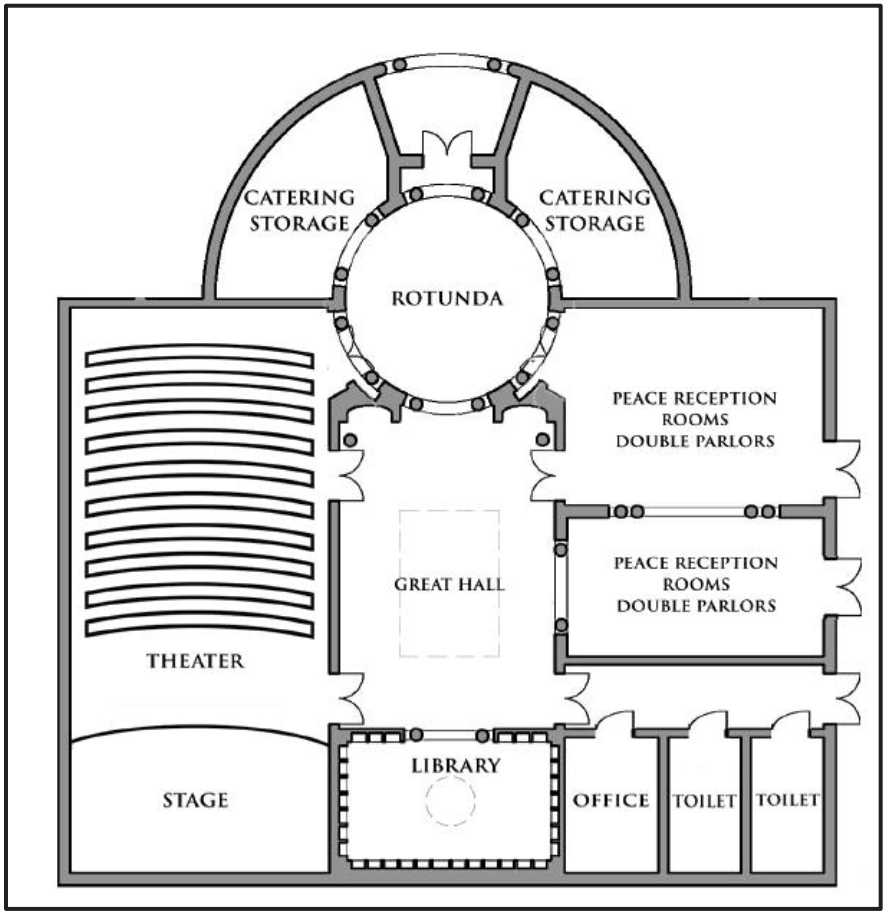
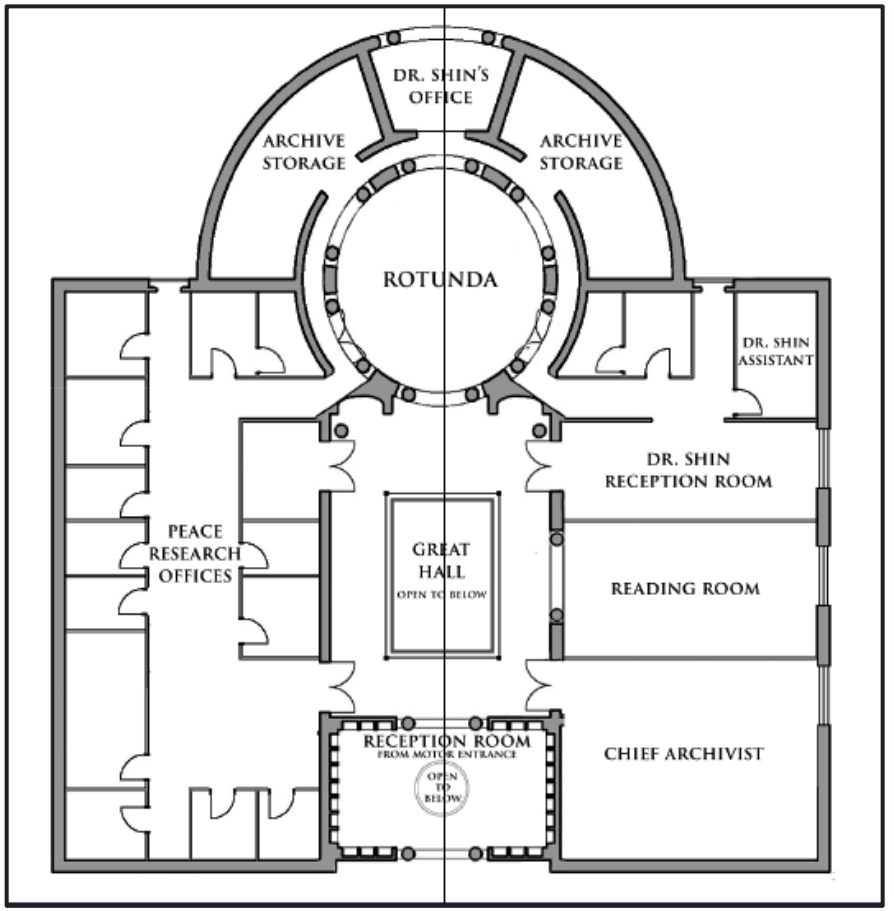
Peace Pantheon Wing – Ground Level



Peace Pantheon Wing – Upper Level



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0372 **Meeting Date:** 6/17/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation: Advanced Metering Infrastructure (AMI) Implementation Update

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Click or tap here to enter text.

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.)*

Scope of Work: This presentation will update the Board of Commissioners on the current status of the AMI project, specifically the details about the first phase to be implemented in 2026 and the long-term plan for AMI to be implemented throughout the North Fulton Water Service Area.

Community Impact: AMI technology will allow for real-time meter reading and increased understanding of water consumption/usage by specific time periods of a day.

Department Recommendation: For the BOC to hear the update

Project Implications: No approvals are currently necessary from the BOC.

Community Issues/Concerns: The community continues to request this level of meter reading.

Department Issues/Concerns: The department supports the AMI implementation plan and is committed to utilize the existing water meter infrastructure as much as possible.

Fiscal Impact / Funding Source

Funding Line 1:

Click here to enter text.

Funding Line 2:

Click here to enter text.

Funding Line 3:

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Funding Line 4:

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Funding Line 5:

Click here to enter text.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0373 **Meeting Date:** 6/17/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Discussion: Update - Implementation of five-point plan **(Pitts)**