FULTON COUNTY BOARD OF COMMISSIONERS
FIRST REGULAR MEETING
November 5, 2025
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, Vice-Chairman (District 2)
Dana Barrett, Commissioner (District 3)
Mo Ivory, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Commissioner (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

25-0792 **Board of Commissioners**
Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the First Regular Meeting Agenda for separate consideration.

25-0793 **Board of Commissioners**
Proclamations for Spreading on the Minutes.

Proclamation recognizing "SIAC Division II Fall Tennis Tournament Appreciation Day." **(Arrington)**
October 16, 2025

Proclamation recognizing "Laverne Bogus Remembrance Day." **(Arrington)**
October 19, 2025

Proclamation recognizing "YoungBoy Never Broke Again Appreciation Day." **(Arrington)**
October 20, 2025

Proclamation recognizing "Dr. Jonathan Masor Appreciation Day." **(Ivory)**
October 20, 2025

Proclamation recognizing "Summer Intern Heidi Jeong Appreciation Day." **(Thorne)**
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November 1, 2025

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November 2, 2025

Proclamation recognizing “Greater Fair Hill Baptist Church Appreciation Day.” **(Pitts)**
November 2, 2025

Open & Responsible Government

25-0794 **Finance**
Ratification of October 2025 Grants Activity Report.

25-0795 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 18,896.8 square feet to Fulton County, a political subdivision of the State of Georgia, from SWOF II Mustang South Wind Developer LLC, for the purpose of constructing the South Wind Subdivision - Pod X Project at 0 Red Mill Road, Union City, Georgia 30213.

25-0796 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 66 square feet to Fulton County, a political subdivision of the State of Georgia, from SWOF II Mustang South Wind Developer LLC, for the purpose of constructing the South Wind Subdivision - Pod X Project at 0 Red Mill Road, Union City, Georgia 30213.

25-0797 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 10,653 square feet to Fulton County, a political subdivision of the State of Georgia, from 5051 Stonewall Tell Development, LLC, for the purpose of constructing the C-Store Union City Project at 5051 Stonewall Tell Road, Union City, Georgia 30349.

25-0798 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 8,147 square feet to Fulton County, a political subdivision of the State of Georgia, from Aga Khan Foundation, LLC, for the purpose of constructing the Creekside Park Project at 11350 Lakefield Drive, Johns Creek, Georgia 30097.

25-0799 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 2,520 square feet to Fulton County, a political subdivision of the State of Georgia, from Alpha Fine Homes by Neal Chahwala, LLC, for the purpose of constructing the 240 Mayfield Rd Project at 240 Mayfield Road, Alpharetta, Georgia 30009.

25-0800 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 2,000 square feet to Fulton County, a political subdivision of the State of Georgia, from Alpha Fine Homes by Neal Chahwala, LLC, for the purpose of constructing the 250 Mayfield Rd Project at 250 Mayfield Road, Alpharetta, Georgia 30009.

25-0801 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication consisting of 49,336 square feet to Fulton County, a political subdivision of the State of Georgia, from TDS Capital Two, LLC, for the purpose of constructing the Rosewood Ridge Project at 0 Old Fairburn Rd, South Fulton, Georgia 30349.

25-0802 **Real Estate and Asset Management**

Request approval of a Resolution approving a First Amendment to Lease Agreement between Fulton County, Georgia (Landlord) and the Georgia Department of Human Services (Tenant) to add 2,724 square feet of office space and increase the rental cost for the premises located at 5710 Stonewall Tell Road, College Park, Georgia; 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 to make modifications thereto prior to execution; and for other purposes.

25-0803 **Real Estate and Asset Management**

Request approval of a Resolution approving a Right of Access License and Maintenance Agreement between Fulton County, Georgia (Licensor) and the City of Atlanta (Licensee) to grant the City of Atlanta access to, and confirm its maintenance responsibilities for, the pocket park located at 0 Fort Extension Street, Atlanta, Georgia, formally known as Dobbs Plaza; authorizing the Chairman to execute the License and Maintenance Agreement and related documents; authorizing the County Attorney to approve the License and Maintenance Agreement and related documents as to form and to make necessary modifications thereto prior to execution; and for other purposes.

25-0804 **Real Estate and Asset Management**

Request approval of a Resolution approving a Right of Access License Agreement between the Georgia Department of Human Services, Division of Family & Children Services (DFCS, Licensee) and Fulton County, Georgia (Licensor), for DFCS to use County-owned property located at 515 Fairburn Road, Atlanta, Georgia, for the collection and distribution of care packages for families in need during the 2025 holiday season; authorizing the Chairman to execute the License Agreement; authorizing the County Attorney to approve the License Agreement as to form and to make any modifications thereto prior to execution; and for other purposes.

25-0805 **Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 25ITB1319064C-GS, Uninterrupted Power Supply (UPS) System Maintenance Services in an amount not to exceed $112,900.00 with Levonne Industries, LLC (Atlanta, GA), to provide standby on-site preventative and full-service maintenance services for uninterrupted power supply systems for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

Arts and Libraries

25-0806 **Arts and Culture**

Request approval to accept a name change and authorize the Department of Purchasing & Contract Compliance to reflect the name change from The Computer Museum of America, Inc. to Mimms Museum of Technology and Art, Inc. Effective upon BOC approval.

Health and Human Services

25-0807 **Public Works**

Request approval to renew an existing contract - Department of Public Works, 25ITB1356207A-ST, Rental & Maintenance of Deionized Water in an amount not to exceed $12,060.00 with Hydro, Inc (Hoschton, GA) to provide Rental & Maintenance of Deionized Water. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

25-0808 **Public Works**

Request approval to renew an existing contract - Department Public Works, 23ITBC100523A-KM, Water Meters in an amount not to exceed $100,000.00 with Delta Municipal Supply Company (Braselton, GA) to provide water meters. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

25-0809 **Senior Services**

Request approval to renew an existing contract 23RFQ138337A-CJC, Cosmetology and Aesthetic Services for Seniors Services at no cost with Katylady Building Maintenance Services to provide onsite cosmetology and aesthetic services for seniors aged 55 and older in the four senior multipurpose facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

25-0810 **Behavioral Health and Developmental Disabilities**

Request for renewal of a MOU between Fulton County, Department of Behavioral Health and Developmental Disabilities, and Way Shape Form to provide the Text 4 Help text line and application technologies along with 24/7 clinical support services and resources. The MOU will be effective upon approval by the Board of Commissioners from January 1, 2026, until December 31, 2026.

Justice and Safety

25-0811 **Police**

Request approval to renew an existing contract - Police Department, 23ITB140069B-EC, Wrecker and Towing Services, a revenue generating contract with S&W Services of Atlanta, Inc. (Atlanta, GA) to provide wrecker towing services. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

25-0812 **District Attorney**

Requesting ratification of amended subaward agreement with the Georgia Coalition Against Domestic Violence and the Fulton County District Attorney's Office agreements and authorization for signatures to assist in compliance with grant regulations for 2022 Bureau of Justice Assistance (BJA) Upholding the Rule of Law and Preventing Wrongful Convictions Program. In an amount not to exceed $198,887.00.

FIRST REGULAR MEETING AGENDA

25-0813 **Board of Commissioners**
Adoption of the First Regular Meeting Agenda.

25-0814 **Clerk to the Commission**
Ratification of Minutes.

First Regular Meeting Minutes, October 1, 2025
Second Regular Meeting Post Agenda Minutes, October 15, 2025

25-0815 **Board of Commissioners**
Presentation of Proclamations and Certificates.

Proclamation recognizing "Behavioral Health Crisis Center Appreciation Day."
(Pitts/Ellis/Thorne/Ivory/Abdur-Rahman/Barrett)

Proclamation recognizing "Georgia Center for Youth Excellence Appreciation Day."
(Abdur-Rahman/Pitts/Ellis/Thorne/Ivory/Barrett)

Proclamation recognizing "New Beginnings Senior Center Appreciation Day."
(Arrington/Ivory)

PUBLIC HEARINGS

25-0816 **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 RENEWAL ITEMS

Open & Responsible Government

25-0817 **Information Technology**

Request approval to renew an existing contract - Fulton County Information Technology Department, 23RFP139160B-EC, Digital Multi-functional Devices and Support Services in an amount not to exceed $1,341,750.00 with Standard Office Systems of Atlanta, Inc. (Duluth, GA) to provide maintenance, supplies, support services, and software and associated hardware for all multi-function devices countywide. This action exercises the second of four renewal options. Two renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

25-0818 **Information Technology**

Request approval to renew an existing contract - Department of Information Technology, 24ITB1334033BPS, Network Equipment Maintenance & Support, in an amount not to exceed $5,000,000.00 with Presidio Inc. (Atlanta, GA), to provide services associated with provisioning, maintenance and support services (wired and wireless) data communications equipment on an as needed basis. This action exercises the first of three renewal options. Two renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

Health and Human Services

25-0819 **Public Works**

Request approval to renew existing contracts - Department of Public Works, 24ITB1335637A-JWT Sanitary Sewer Easement Maintenance in an amount not to exceed $382,764.50 with Mariani Enterprises, LLC dba Ed Castro Landscape, Inc., (Roswell, GA) to provide easement maintenance in both the North and South Fulton service areas. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

25-0820 **Public Works**

Request approval to renew an existing contract - Department of Public Works, 23ITB08142023A-JWT, Large Water Meter Installation, in an amount not to exceed $300,000.00, with Jewel of the South, Inc. (Conyers, GA), to provide large water meter installation services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

25-0821 **Public Works**

Request approval to renew an existing contract - Department of Public Works, 24ITB1326442A-BKJ, Water Meter Reading in an amount not to exceed $658,966.00 with Texas Meter & Device Company (Waco, TX) to provide water meter reading services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

25-0822 **Public Works**

Request approval to renew an existing contract - Department of Public Works, 24ITBC1329891A-JWT, Water Meter Vaults in the amount not to exceed $200,000.00 with Bartow Precast Inc., (Cartersville, GA), to provide water meter vaults. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

25-0823 **Public Works**

Request approval to renew an existing contract - Department of Public Works, 25ITB1376191A-KM, Concrete Manhole Parts in an amount not to exceed $106,624.76 with Ferguson Waterworks to provide concrete manhole parts. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

Justice and Safety

25-0824 **Police**

Request approval to renew existing contracts - Police Department, 23ITB139979B-RT, Automobile Repair Services in amount of $153,000.00 with Moon's Service Center (Mableton, GA) to provide automobile repair services for the Police Department's fleet. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

COUNTY MANAGER'S ITEMS

Open & Responsible Government

25-0825 **Finance**

Presentation of Strategic Plan Update, Multi-Year Financial View and FY2026 General Fund Budget Update

25-0826 **Human Resources Management**

Request for approval of a Resolution amending Resolution 25-0314, to clarify that eligible employees selected for participation in the Childcare Pilot Program may be reimbursed for childcare payments made directly by the eligible employee or by other members of the eligible employee's household, upon satisfactory proof, as determined by the Chief Human Resources Officer.

25-0827 **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: January 1, 2026, though June 30, 2026.

25-0828 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000112-0001, Fuel Card Management Services in the total amount of $145,000.00 with WEX Bank (Salt Lake City, UT), to provide fuel card management services for Fulton County fleet vehicles. Effective date: January 1, 2026 through September 30, 2026.

25-0829 **Real Estate and Asset Management**

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000203-0001, and SWC#99999-001-SPD0000203-0003, New Tires and Retread Tubes in the total amount not to exceed $105,000.00 with (A) Bridgestone Americas Tire Operations, LLC, through authorized dealer Southern Tire Mart (Atlanta, GA) in the amount not to exceed $25,000.00; and (B) The Goodyear Tire & Rubber Company, through authorized dealer NexTire Commercial, Inc. (Decatur, GA) in the amount not to exceed $80,000.00, to provide tires, tubes, accessories and repair services on an as-needed basis for Fulton County fleet vehicles. Effective dates: January 1, 2026 through June 30, 2026.

25-0830 **Real Estate and Asset Management**

Request approval to increase spending authority - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in the amount not to exceed $200,000.00 with Automotive Rental Inc. dba Holman (Mt. Laurel, NJ), to cover costs associated with an increased volume of heavy equipment repairs, as well as costs associated with increased labor rates for work on specialized heavy equipment. Effective upon BOC approval.

25-0831 **Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in an amount not to exceed $533,743.00 with A-Action Janitorial Service, Inc. (Lithonia, GA), to provide janitorial services for Group G (North and Central Senior Centers) for Fulton County. Effective dates: January 1, 2026, through December 31, 2026.

25-0832 **Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB1393169C-GS, Generator System Maintenance and Repair Services in an amount not to exceed $135,000.00 with Sage Properties dba Generator Maintenance of Georgia (Covington, GA), to provide on-site preventive generator system maintenance and repair services for Fulton County, effective January 1, 2026 through December 31, 2026, with two renewal options.

25-0833 **Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, US Communities Home Depot Contract #16154, a Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies and Related Products and Services, in the amount of $200,000.00 with Home Depot (Atlanta, GA), to purchase building materials, hardware, tools, paint, electrical and roofing materials, and related items. Effective January 1, 2026 through December 31, 2026.

25-0834 **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, LLC, formerly Office Depot, Inc. (Norcross, GA) to provide and deliver copy paper and related office supplies on an as-needed basis to Countywide agencies. Effective January 1, 2026 through June 30, 2026.

Health and Human Services

25-0835 **Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and City of Roswell for water distribution services and sewer billing within City of Roswell's water service area for a period of 15 years with a possible 5-year extension. Effective upon approval by the BOC.

25-0836 **Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1420997A-KM, Laboratory Testing Services in an amount not to exceed $165,000.00 with Eurofins Environmental Testing Services, LLC (Atlanta, GA) to provide laboratory testing services. Effective January 1, 2026, through December 31, 2026, with two renewal options.

25-0837 **Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1450138A-ST, Fire Hydrants Maintenance and Repairs in the amount not to exceed $300,000.00 with American Flow Service, LLC (Conyers GA), to provide fire hydrants maintenance and repairs. Effective January 1, 2026, through December 31, 2026, with two renewal options.

25-0838 **Public Works**

Request approval of the lowest responsible bidder - Public Works Department, 25ITB1430583A-KM, Water Meter Testing and Repairs in an amount not to exceed $218,650.00 with Taylor Made Industries Inc., dba Taylor Meter Technologies, (Atlanta, GA) to provide water meter testing and repairs. Effective January 1, 2026, through December 31, 2026, with two renewal options.

25-0839 **Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1421243A-ST Standby Utility Pavement Patching and Paving Services in an amount not to exceed $368,045.00 with the K&E Group USA LLC (Atlanta, GA) to provide standby utility pavement patching and pavement services. Effective January 1, 2026, through December 31, 2026, with two renewal options.

25-0840 **Behavioral Health and Developmental Disabilities**

Request approval of a Memorandum of Understanding (MOU) between Fulton County, the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD) and Grady Memorial Hospital Corporation d/b/a Grady Health System for the purpose of continuing integrating strategies to provide medication assisted outpatient treatment of substance abuse for Fulton County residents. Fulton County shall pay Grady Memorial Hospital in an amount not to exceed $464,000.00 annually or as otherwise provided by an amendment to this MOU. Effective January 1, 2026 through December 31, 2026.

25-0841 **Behavioral Health and Developmental Disabilities**

Request approval of a Memorandum of Understanding between Fulton County, the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD) and the Atlanta/Fulton County Policing Alternatives and Diversion Initiative, Inc. (PAD) to resume financial support for delivery of pre-arrest diversion services in the amount of $400,000.00 for the period January 1, 2026 to December 31, 2026.

COMMISSIONERS' ACTION ITEMS

25-0755 **Board of Commissioners**

Request approval of a Resolution to increase the compensation paid to each member of the Fulton County Boards of Equalization from $100.00 per day to $150.00 per day; and for other purposes. **(Arrington) (HELD ON 10/1/25) (MOTION TO APPROVE FAILED ON 10/15/25)**

25-0842 **Board of Commissioners**

Request approval of an Ordinance to amend Chapter 2, Article II, Division 2 of the Code of Laws of Fulton County relating to the Code of Ethics regarding a preliminary process for Commissioners who seek to file ethics complaints against other Commissioners; and for other purposes. **(Thorne)**

25-0843 **Board of Commissioners**
Request approval of a Resolution of the Fulton County Board of Commissioners directing the County Manager to include a report on Animal Services in Fulton County in each quarterly operational report beginning January 1, 2026; and for other purposes. **(Ivory)**

25-0844 **Board of Commissioners**
Request approval of a Resolution to create a Commercial Property Assessment Task Force to provide input to the members of the Board of Commissioners in collaboration with the Fulton County Board of Tax Assessors and its staff on the valuation of commercial properties; and for other purposes. **(Ivory)**

25-0845 **Board of Commissioners**
Request approval of a Resolution to address food insecurity across Fulton County; to increase County contributions to non-profit partners and senior nutrition programs in response to the loss of funding for SNAP; and for other purposes. **(Pitts)**

25-0846 **Board of Commissioners**
Request approval of a Resolution to declare a local State of Emergency in Fulton County, Georgia due to the suspension of SNAP benefits and the resulting food insecurity crisis; to authorize up to $4.4M of the $69M in underruns be allocated to address the crisis, and for other purposes. **(Barrett)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Open & Responsible Government

25-0790 **External Affairs**
Presentation and approval of the 2026 Legislative Agenda. **(HELD ON 10/15/25)**

EXECUTIVE SESSION

25-0847 **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.: 25-0793 **Meeting Date:** 11/5/2025

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

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November 2, 2025

Proclamation recognizing “Greater Fair Hill Baptist Church Appreciation Day.” **(Pitts)**
November 2, 2025

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0794 **Meeting Date:** 11/5/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Ratification of October 2025 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 *(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 October 2025 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period October 1, 2025 - October 31, 2025.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: _1_ ($80,585.00 + $0 Cash Match)
- Applications Awarded: __0__ ($0 + $0 Cash Match)

The following Strategic Priority Areas are Impacted by October 2025 grant applications:

- Justice and Safety

The Fulton County October 2025 Grants Activity Report (GAR)-Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through October 31, 2025. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: _38_ ($157,490,089.20 + $297,066.09 Cash Match)
- Total Applications Awarded: 19_ ($3,405,622.24 + $238,183.76 Cash Match)
- Total Grant Applications Denied: _1__ ($375.00.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the October 2025 Grants Activity Report (GAR).

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FULTON COUNTY FY2025
GRANTS ACTIVITY REPORT
October 2025

Presented to:
Fulton County Board of Commissioners
Wednesday, November 19, 2025
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division

Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

October 1, 2025 - October 31, 2025

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 FY2025 October 2025 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 October 1, 2025 Through October 31, 2025 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
Marshal Sheriff	City of Atlanta	U.S. Department of Justice (DOJ) FY2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program	Request approval to apply and accept a repeat grant from the City of Atlanta in the amount of $80,585.00, to fund Crisis Training and Ballistic Vests. Marshal: Ballistic Vests - $24,625.50 Sheriff: Crisis Training - $55,959.50 No County Cash Match	$ 80,585.00	$ -	Pending	$ 10,818.00
			Subtotal:	**$ 80,585.00**	**$ -**		
HEALTH AND HUMAN SERVICES							
ARTS AND LIBRARIES							
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	**$ 80,585.00**	**$ -**		

FULTON COUNTY

Exhibit 2: All Grants Activity

Cumulative Through October 31, 2025

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 October 31, 2025)

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: 10/1/2025-10/31/2025	Current Period Funds: 10/1/2025-10/31/2025	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	37	$ 157,409,504.20	1	$ 80,585.00	**38**	$ 157,490,089.20
Grants Awarded	**19**	$ 3,405,622.24	**0**	$ -	**19**	**$ 3,405,622.24**
Grants Denied	1	$ 375,000.00	0	$ -	1	$ 375,000.00
Cash Match Requested-2025	-	$ 528,999.85	-	$ -	-	$ 528,999.85
Total:	**57**	**$ 161,719,126.29**	**1**	**$ 80,585.00**	**58**	**$ 161,799,711.29**

ALL GRANTS AWARDED, NEW VS. RENEWAL

All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 10/1/2025-10/31/2025	Current Period Funds: 10/1/2025-10/31/2025	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	4	$ 1,015,285.00	0	$ -	4	$ 1,015,285.00
Renewal/Repeat Grant Awards	15	$ 2,390,337.24	0	$ -	15	$ 2,390,337.24
Total:	**19**	**$ 3,405,622.24**	**0**	**$ -**	**19**	**$ 3,405,622.24**

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA

All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 10/1/2025-10/31/2025	Current Period Funds: 10/1/2025-10/31/2025	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards*	3	$ 61,644.50	0	$ -	3	$ 61,644.50
Formula Grant Awards^^	16	$ 3,343,977.74	0	$ -	16	$ 3,343,977.74
Total:	**19**	**$ 3,405,622.24**	**0**	**$ -**	**19**	**$ 3,405,622.24**

^Includes 11 grants that were pending at the end of 2024 and carried over for tracking in 2025.

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

*A correction was made on the August 2025 Grants Activity Report for the District Attorney, the purpose area has been changed from "Comprehensive Approach to Unsubmitted Sexual Assault Kits" to "VOCA - Victims of Crime Act."

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0795 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 18,896.8 square feet to Fulton County, a political subdivision of the State of Georgia, from SWOF II Mustang South Wind Developer LLC, for the purpose of constructing the South Wind Subdivision - Pod X Project at 0 Red Mill Road, Union City, Georgia 30213.

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 South Wind Subdivision - Pod X 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 18,896.8 square feet and is located in Land Lots 113 and 120 of the 9th District 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 MUST ONLY BE RECORDED 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 : SOUTH WIND SUBDIVISION POD X OUTFALL LINE
Tax Parcel Identification No.: 09F270012000198
Land Disturbance Permit No.: 24000296 WR522-021
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 12TH day of AUGUST, 2025, between SWOF II MUSTANG SOUTH WIND DEVELOPER, LLC, a corporation duly organized under the laws of the State of GEORGIA, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part 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 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 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) 113 & 120, _____ Section (if applicable) of District 9TH, Fulton County, Georgia, and more particularly described as follows: To wit:

South Wind Subdivision - Pod X

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, 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 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 sewer line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said sewer 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 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 his/her hand and seal on the day and year first above written.

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

Witness

Notary Public

[NOTARIAL SEAL]

AMANDA FOWLER NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2028

GRANTOR: SWOF II Mustang South Wind Developer, LLC
CORPORATE NAME

By:

Print Name: Lee Harvey

Title: President

By:

Print Name:

Title:

[CORPORATE SEAL]

SEWER EASEMENT EXHIBIT

THIS SURVEY DESCRIBES A SEWER EASEMENT
OUTFALL LINE OF THE SOUTH WIND SUBDIVISION POD X
0.434 ACRES OR 18,896.8 SQ FT
TAX PARCEL: 09F290001200098

LINE CHART

LINE	BEARING	DISTANCE
L1	N03°49'05"W	127.07'
L2	N50°10'21"W	24.36'
L3	N76°39'22"E	7.65'
L4	N44°28'28"E	13.92'
L5	S50°10'21"E	15.44'
L6	N56°11'56"E	332.82'
L7	S68°41'30"E	471.93'
L8	S13°20'46"W	2.46'
L9	S27°34'03"E	26.70'
L10	N68°41'30"W	481.95'
L11	S56°11'56"W	324.10'
L12	S03°49'05"E	99.61'
L13	S33°58'52"W	26.27'

RECORD POC TO POB

BEARING	DISTANCE
S61°29'08"W	1016.44'

CURVE CHART

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	190.00'	6.51'	S32°59'58"W	6.51'

GA. NAD 83
REFERENCE BEARING:
GEORGIA WEST ZONE

SURVEYOR'S NOTES

1. THE EQUIPMENT USED TO COLLECT THE FIELD DATA FOR WHICH THIS SURVEY IS BASED WAS A CARLSON BRX7 MULTI-FREQUENCY GPS BASE AND ROVER SYSTEM UTILIZING A CARLSON DATA COLLECTOR AND SurvCE SOFTWARE. REDUNDANT GPS MEASUREMENTS WERE COLLECTED HAVING POSITIONAL ACCURACY BETTER THAN 0.08' HORIZONTAL.

2. HORIZONTAL AND VERTICAL DATUM FOR THE INITIAL CONTROL POINTS WERE OBTAINED BY THE USE OF GPS. A CARLSON BRX7 RTK ROVER WAS USED TO COLLECT CORRECTED MEASUREMENTS REPORTED BY A REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC.

3. THE BEARING BASIS USED TO PREPARE THIS PLAT IS BASED UPON NAD-83, GEORGIA STATE PLANE, WEST ZONE COORDINATES. ALL DIRECTIONS AND DISTANCES SHOWN HEREON ARE A GROUND LEVEL PROJECTION OF THE SYSTEM.

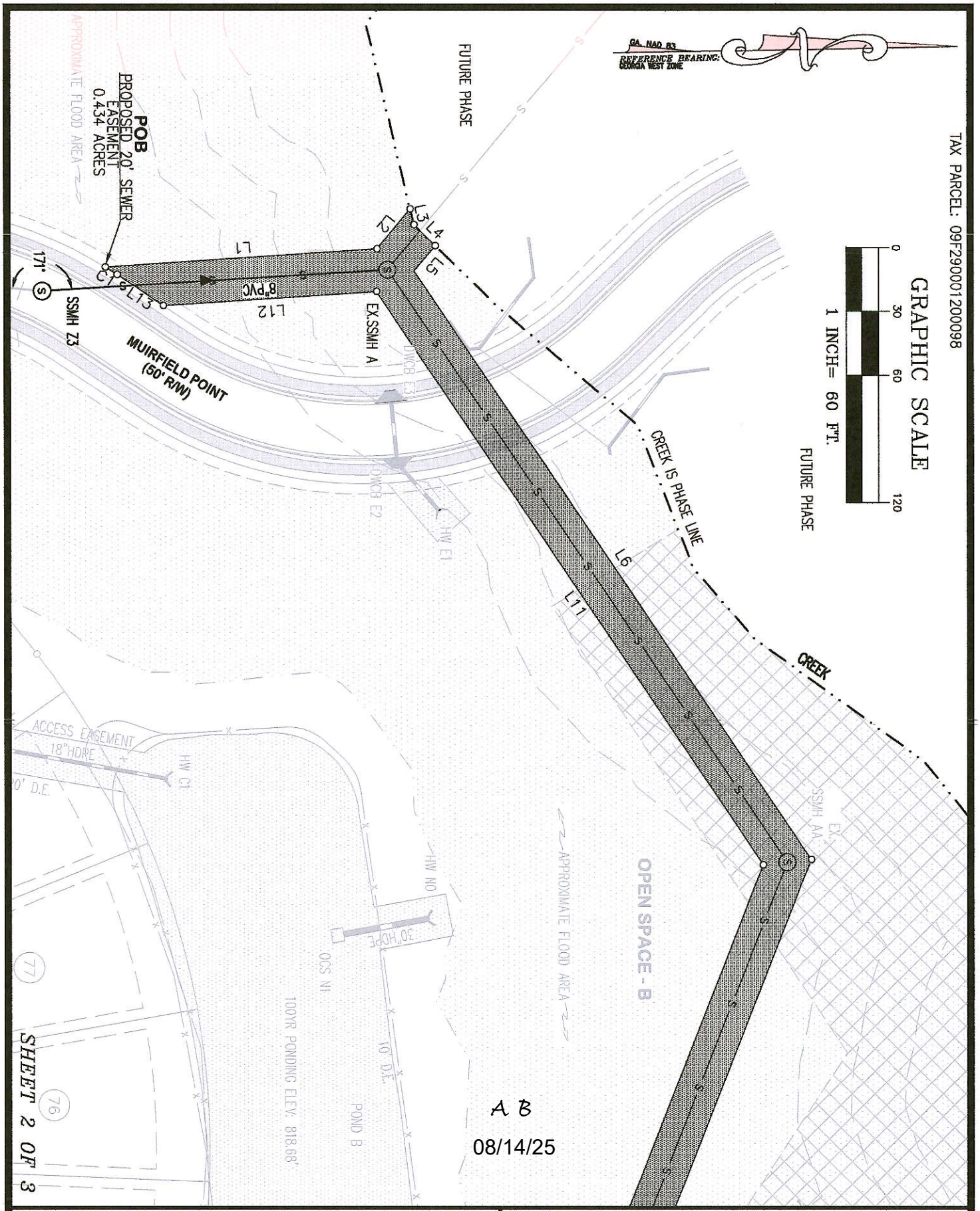
4. SURVEY REFERENCE: FINAL PLAT FOR SOUTH WIND SUBDIVISION POD X CREATED BY THE ACRE GROUP INC. DATED OCTOBER 30, 2024.

DATE: 8/11/2025
LAND LOTS: 113 & 120
DISTRICT: 9TH
COUNTY: FULTON
CITY: UNION CITY
SCALE: 1"=60'

GEORGIA
REGISTERED
No. 3209
LAND SURVEYOR
JOSEPH P. BREWER

PREPARED BY:
acre
PROFESSIONAL SURVEYORS
A GEORGIA LAND SURVEYING FIRM: LSF# 001105
ACRE GROUP, INC.
139 W. WASHINGTON ST. | MADISON | GEORGIA 30650 | 706.431.4990

SEWER EASEMENT AFFECTING:
OUTFALL LINE
SOUTH WIND SUBDIVISION
POD X
TAX PARCEL: 09F290001200098



SEWER EASEMENT AFFECTING:

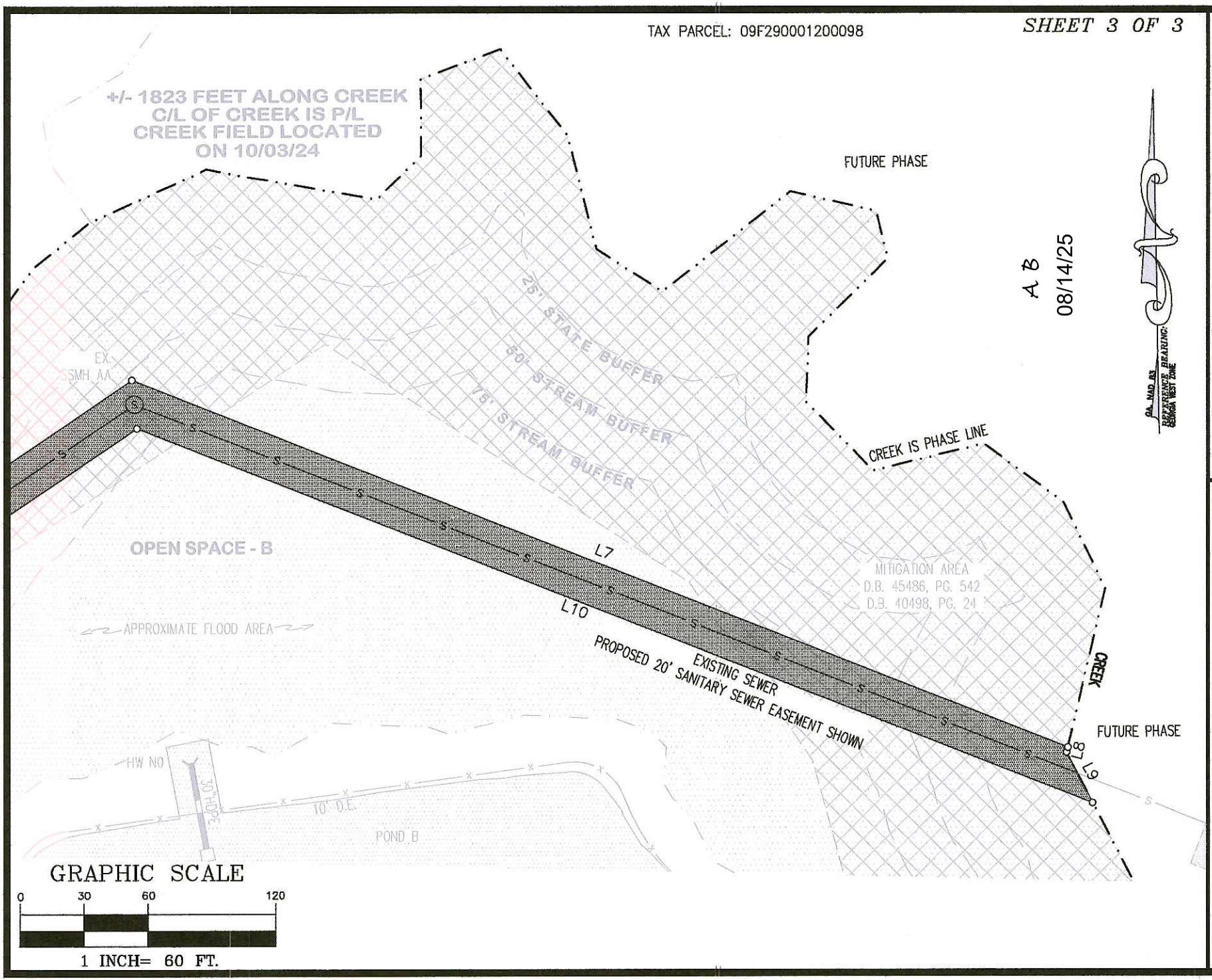
OUTFALL LINE
SOUTH WIND SUBDIVISION
POD X
TAX PARCEL: 09F290001200098

PREPARED BY:

acre
PROFESSIONAL SURVEYORS
A GEORGIA LAND SURVEYING FIRM: LSF# 001105
ACRE GROUP, INC.
139 W. WASHINGTON ST. | MADISON | GEORGIA 30650 | 706.431.4990

TAX PARCEL: 09F290001200098

SHEET 3 OF 3



GRAPHIC SCALE

0 30 60 120

1 INCH= 60 FT.

PREPARED BY:

acre
PROFESSIONAL SURVEYORS
A GEORGIA LAND SURVEYING FIRM: LSF# 001105
ACRE GROUP, INC.
139 W. WASHINGTON ST. | MADISON | GEORGIA 30650 | 706.431.4990

SEWER EASEMENT AFFECTING:

OUTFALL LINE
SOUTH WIND SUBDIVISION
POD X

TAX PARCEL: 09F290001200098

Land Description

All that tract or parcel of land lying and being in Land Lots 113 and 120 of the 9th Land District, city of Union City, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a ¾ inch open top pipe found at a rock and being the land lot corner common to land lots 120, 121, 136 and 137 THENCE South 61 degrees 29 minutes 08 seconds West for a distance of 1016.44 feet to a point on the right of way of Muirfield Point (50' right of way), said point being the POINT OF BEGINNING:

THENCE North 03 degrees 49 minutes 05 seconds West for a distance of 127.07 feet to a point; THENCE North 50 degrees 10 minutes 21 seconds West for a distance of 24.36 feet to a point; THENCE North 76 degrees 39 minutes 22 seconds East for a distance of 7.65 feet to a point; THENCE North 44 degrees 28 minutes 28 seconds East for a distance of 13.92 feet to a point; THENCE South 50 degrees 10 minutes 21 seconds East for a distance of 15.44 feet to a point; THENCE North 56 degrees 11 minutes 56 seconds East for a distance of 332.82 feet to a point; THENCE South 68 degrees 41 minutes 30 seconds East for a distance of 471.93 feet to a point; THENCE South 13 degrees 20 minutes 46 seconds West for a distance of 2.46 feet to a point; THENCE South 27 degrees 34 minutes 03 seconds East for a distance of 26.70 feet to a point; THENCE North 68 degrees 41 minutes 30 seconds West for a distance of 481.95 feet to a point; THENCE South 56 degrees 11 minutes 56 seconds West for a distance of 324.10 feet to a point; THENCE South 03 degrees 49 minutes 05 seconds East for a distance of 99.61 feet to a point on the right of way of Muirfield point; THENCE along the right of way the following two (2) courses and distances South 33 degrees 58 minutes 52 seconds West for a distance of 26.27 feet to a point; THENCE along a curve turning to the left having a radius of 190.00 feet, an arc length of 6.51 feet and being subtended by a chord having a bearing of South 32 degrees 59 minutes 58 seconds West for a distance of 6.51 feet to a point, said point being the POINT OF BEGINNING.

The above-described tract contains 18,896.8 square feet or 0.434 acres.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0796 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 66 square feet to Fulton County, a political subdivision of the State of Georgia, from SWOF II Mustang South Wind Developer LLC, for the purpose of constructing the South Wind Subdivision - Pod X Project at 0 Red Mill Road, Union City, Georgia 30213.

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 South Wind Subdivision - Pod X 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 66 square feet and is located in Land Lots 113 and 120 of the 9th District 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.

powered by Legistar™

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

THIS DOCUMENT MUST ONLY BE RECORDED 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 : SOUTH WIND SD. 3 DIVISION POD X (LOT 29)
Tax Parcel Identification No.: 09F290CC12C098
Land Disturbance Permit No.: 24CC296 WRSZZ-021
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 12TH day of AUGUST, 2025, between SWDF II MUSTANG SOUTH WIND DEVELOPER, LLC, a corporation duly organized under the laws of the State of GEORGIA, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part 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 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 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) 113 + 120, _____ Section (if applicable) of District 9TH, Fulton County, Georgia, and more particularly described as follows: To wit:

South Wind Subdivision - Pod X

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, 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 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 sewer line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said sewer 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 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 his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 12th day of August . 20 25
in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

AMANDA FOWLER NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 22, 2028

GRANTOR: SWD F (1 Mustang South Wind Developer, LLC
CORPORATE NAME

By:

Print Name: Gee Harvey

Title: President

By:

Print Name:

Title:

[CORPORATE SEAL]

SEWER EASEMENT EXHIBIT

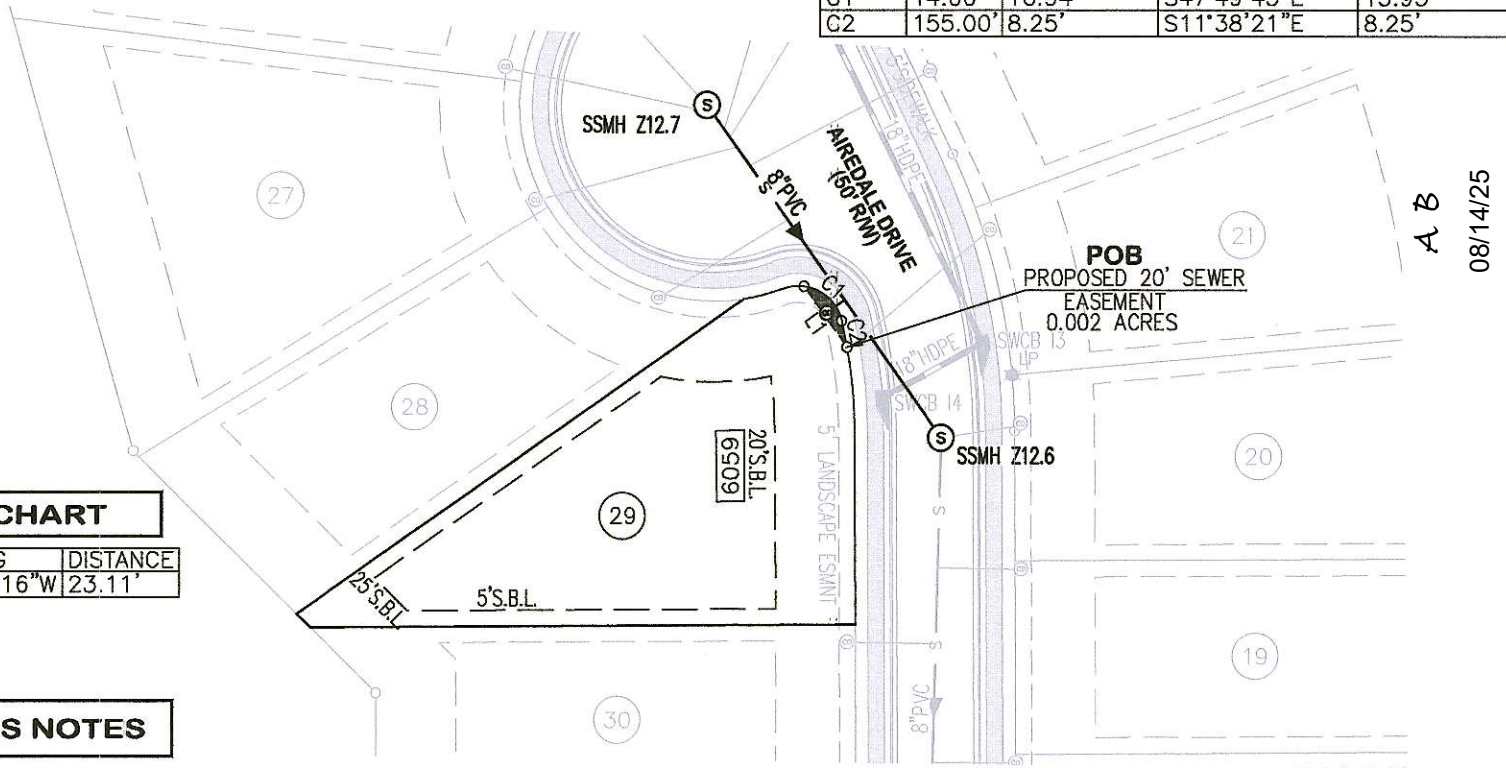
THIS SURVEY DESCRIBES A SEWER EASEMENT
ACROSS LOT 29 OF THE SOUTH WIND SUBDIVISION POD X
0.002 ACRES OR 66.0 SQ FT
TAX PARCEL: 09F290001200098

RECORD POC TO POB

BEARING	DISTANCE
S09°51'51"W	1351.70'

CURVE CHART

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	14.00'	16.94'	S47°49'45"E	15.93'
C2	155.00'	8.25'	S11°38'21"E	8.25'



LINE CHART

LINE	BEARING	DISTANCE
L1	N35°39'16"W	23.11'

SURVEYOR'S NOTES

1. THE EQUIPMENT USED TO COLLECT THE FIELD DATA FOR WHICH THIS SURVEY IS BASED WAS A CARLSON BRX7 MULTI-FREQUENCY GPS BASE AND ROVER SYSTEM UTILIZING A CARLSON DATA COLLECTOR AND SurvCE SOFTWARE. REDUNDANT GPS MEASUREMENTS WERE COLLECTED HAVING POSITIONAL ACCURACY BETTER THAN 0.08' HORIZONTAL.

2. HORIZONTAL AND VERTICAL DATUM FOR THE INITIAL CONTROL POINTS WERE OBTAINED BY THE USE OF GPS. A CARLSON BRX7 RTK ROVER WAS USED TO COLLECT CORRECTED MEASUREMENTS REPORTED BY A REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC.

3. THE BEARING BASIS USED TO PREPARE THIS PLAT IS BASED UPON NAD-83, GEORGIA STATE PLANE, WEST ZONE COORDINATES. ALL DIRECTIONS AND DISTANCES SHOWN HEREON ARE A GROUND LEVEL PROJECTION OF THE SYSTEM.

4. SURVEY REFERENCE: FINAL PLAT FOR SOUTH WIND SUBDIVISION POD X CREATED BY THE ACRE GROUP INC. DATED OCTOBER 30, 2024.

GRAPHIC SCALE
0 30 60 120
1 INCH= 60 FT.

DATE: 8/11/2025
LAND LOTS: 113 & 120
DISTRICT: 9TH
COUNTY: FULTON
CITY: UNION CITY
SCALE: 1"=60'

GEORGIA REGISTERED No. 3209 LAND SURVEYOR JOSEPH P. BREWER

A B 08/14/25

PREPARED BY:

acre
PROFESSIONAL SURVEYORS
A GEORGIA LAND SURVEYING FIRM: LSF# 001105
ACRE GROUP, INC.
139 W. WASHINGTON ST. | MADISON | GEORGIA 30650 | 706.431.4990

SEWER EASEMENT AFFECTING:

LOT 29
SOUTH WIND SUBDIVISION
POD X
TAX PARCEL: 09F290001200098

Land Description

All that tract or parcel of land lying and being in Land Lots 113 and 120 of the 9th Land District, city of Union City, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a ¾ inch open top pipe found at a rock and being the land lot corner common to land lots 120, 121, 136 and 137; THENCE South 09 degrees 51 minutes 51 seconds West for a distance of 1351.70 feet to a point on the right of way of Airedale Drive (50' right of way), said point being the POINT OF BEGINNING:

THENCE leaving the right of way North 35 degrees 39 minutes 16 seconds West for a distance of 23.11 feet to a point on the right of way of Airedale Drive; THENCE along the right of way the following two (2) courses and distances along a curve turning to the right having a radius of 14.00 feet, an arc length of 16.94 feet and being subtended by a chord having a bearing of South 47 degrees 49 minutes 45 seconds East for a distance of 15.93 feet to a point; THENCE along a curve turning to the right having a radius of 155.00 feet, an arc length of 8.25 feet and being subtended by a chord having a bearing of South 11 degrees 38 minutes 21 seconds East for a distance of 8.25 feet to a point, said point being the POINT OF BEGINNING.

The above-described tract contains 66.0 square feet or 0.0002 acres.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0797 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 10,653 square feet to Fulton County, a political subdivision of the State of Georgia, from 5051 Stonewall Tell Development, LLC, for the purpose of constructing the C-Store Union City Project at 5051 Stonewall Tell Road, Union City, Georgia 30349.

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 C-Store Union City 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 10,653 square feet and is located in

Land Lot 134 of the 9F District, 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 MUST ONLY BE RECORDED 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: C_STORE UNION CITY
Tax Parcel Identification No.: 09F340101340342
Land Disturbance Permit No.: WRS24-050
Zoning/Special Use Permit No.: WRS24-050
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 28th day of August, 2025 between 5051 STONEWALL TELL DEVELOPMENT, LLC, a limited liability company duly organized under the laws of the State of _Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part 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 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 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) _134, _____ Section (if applicable) of District 9F, Fulton County, Georgia, and more particularly described as follows: To wit:

C~ STORE UNION CITY

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, 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 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 sewer line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said sewer 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 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 his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 28th day of August, 20 25
in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

Josephine M Cole
NOTARY PUBLIC
COBB COUNTY, GEORGIA
My Commission Expires 11/19/2028

GRANTOR: 5051 STONEWALL TELL DEVELOPMENT LLC
CORPORATE NAME

By:

Print Name: NAVEED MASOOD

Title: MANAGER

20' SANITARY SEWER EASEMENT

All that tract or parcel of land lying and being in the City of Union City, in Land Lot 134 of the 9F District and being mare particularly described as follows.

BEGINNING at a Concrete Monument found at the intersection of the Westerly right-of-way line of Stonewall Tell Road (Variable right-of-way) and the southern right of way of South Fulton Parkway (300 foot right-of-way); Thence along the Westerly right-of-way line along a curve to the left, said curve having an arc length of 35.18 feet with a radius of 2343.95 feet, being subtended by a chord bearing of South 14 degrees 01 minutes 01 seconds East, a distance of 35.18 feet to a point and the Point of Beginning, Thence from said Point of Beginning and leaving said right of way line and run South 77 degrees 15 minutes 58 seconds West, a distance of 21.59 feet to a point; thence South 00 degrees 00 minutes 00 seconds East, a distance of 91.57 feet to a point; thence South 89 degrees 44 minutes 37 seconds West, a distance of 283.14 feet to a point; thence South 00 degrees 15 minutes 23 seconds East, a distance of 136.04 feet to a point; thence South 73 degrees 29 minutes 48 seconds West, a distance of 4.48 feet to a point; thence South 16 degrees 30 minutes 12 seconds East, a distance of 20.00 feet to a 5/8-inch rebar set; thence North 89 degrees 44 minutes 37 seconds East, a distance of 18.70 feet to a point; thence North 00 degrees 15 minutes 23 seconds West, a distance of 136.49 feet to a point; thence North 89 degrees 44 minutes 37 seconds East, a distance of 283.05 feet to a point; thence North 00 degrees 00 minutes 00 seconds West, a distance of 95.50 feet to a point; thence North 77 degrees 15 minutes 58 seconds East, a distance of 6.29 feet to a point on said western right of way line; thence along said western right of way line along a curve to the right, said curve having an arc length of 20.01 feet with a radius of 2343.95 feet, being subtended by a chord bearing of North 14 degrees 41 minutes 29 seconds West, a distance of 20.01 feet to a point and the Point of Beginning.

Said Tract or Parcel contains 0.247 Acres.

Project Name: C-Store Union City

(CLERK OF COURT RECORDING INFORMATION)

SURVEYOR CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

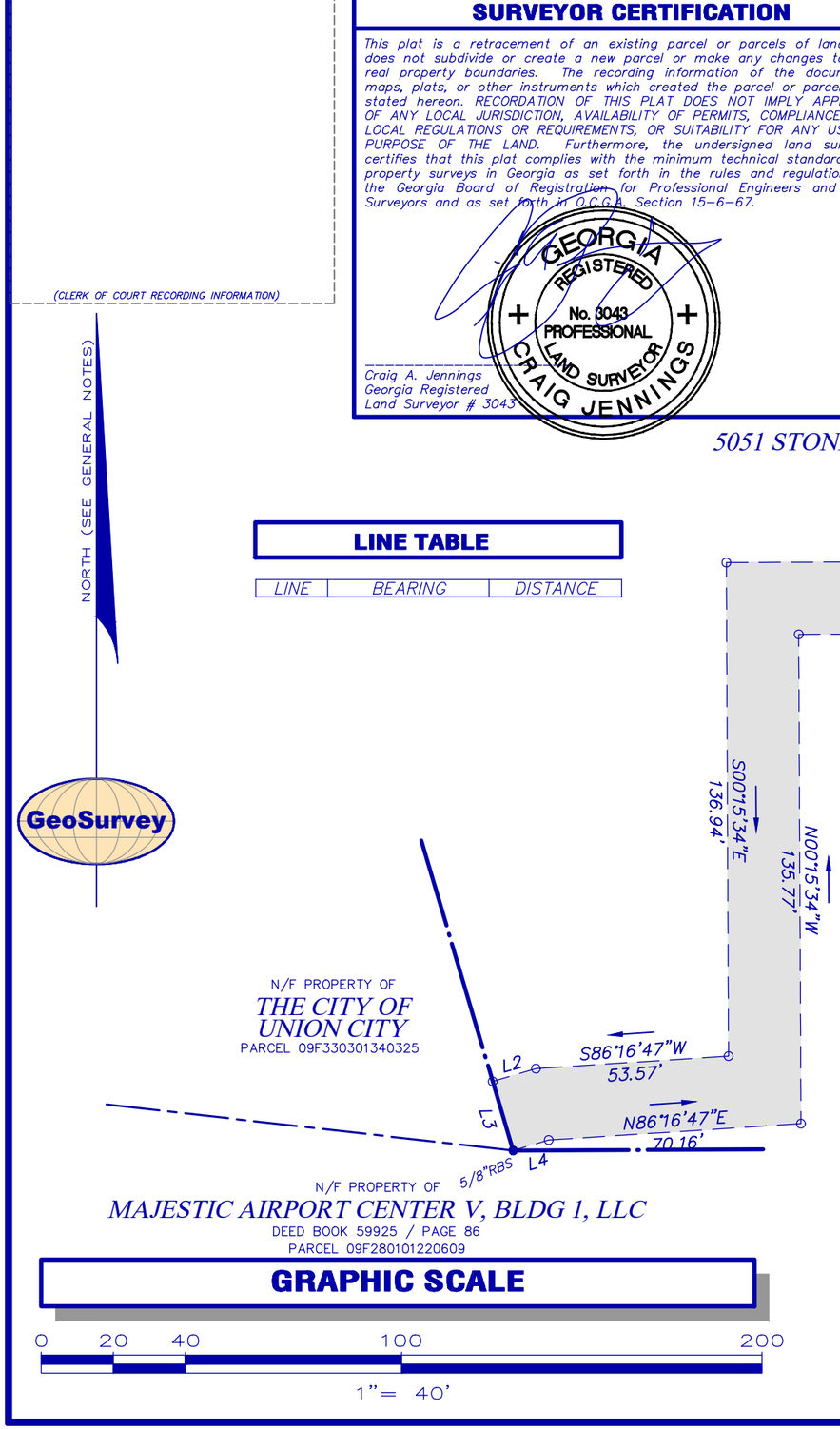
GEORGIA REGISTERED No. 3043 PROFESSIONAL LAND SURVEYOR CRAIG JENNINGS

Craig A. Jennings
Georgia Registered
Land Surveyor # 3043

Bjm

9/2/2025

NORTH (SEE GENERAL NOTES)



LINE TABLE

LINE	BEARING	DISTANCE

GRAPHIC SCALE

0 20 40 100 200

1"= 40'

SEWER EASEMENT
0.245 Acres
10,653 sf

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 65,791 , 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 173,497 FEET. caj .

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

20' SANITARY SEWER EASEMENT

5051 Stonewall Tell Road

FOR

5051 Stonewall Tell Development LLC

GS JOB NO:	20247829	DRAWING SCALE:	1"= 40'
FIELD WORK:		STATE:	GEORGIA
PROJ MGR:	CAJ	COUNTY:	FULTON
REVIEWED:		LAND LOT:	134
DWG FILE:	20247829-EXHIBIT.dwg	DISTRICT:	9F

SURVEY DATE: 02/06/2025

REVISIONS (SEE GENERAL NOTES)

No.	Date	Description

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0798 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 8,147 square feet to Fulton County, a political subdivision of the State of Georgia, from Aga Khan Foundation, LLC, for the purpose of constructing the Creekside Park Project at 11350 Lakefield Drive, Johns Creek, Georgia 30097.

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 Creekside Park Project 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 8,147 square feet and is located in Land Lot 382 of the 11th District of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a new park area**.**

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.

powered by Legistar™

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

*****THIS DOCUMENT MUST ONLY BE RECORDED 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 : Creekside Park
Tax Parcel Identification No.: 11 107003820362
Land Disturbance Permit No.: WRN24-111
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 19th day of September, 2025, between Aga Khan Foundation USA, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part 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 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 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) 382, _____ Section (if applicable) of District 11th, Fulton County, Georgia, and more particularly described as follows: To wit:

Creekside Park

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, 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 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 sewer line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said sewer 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 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 his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 19th day of September 20 25 in the presence of:

X _____
Witness

_____
Notary Public

[NOTARIAL SEAL]

CHRISTIAN NATHANIEL SANDERS
NOTARY PUBLIC
REGISTRATION # 8036201
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES July 31, 2027

GRANTOR: Aga Khan Foundation USA
CORPORATE NAME

By: _____

Print Name: Nazlin Pepermintwala

Title: Owner

By: _____

Print Name: _____

Title: _____

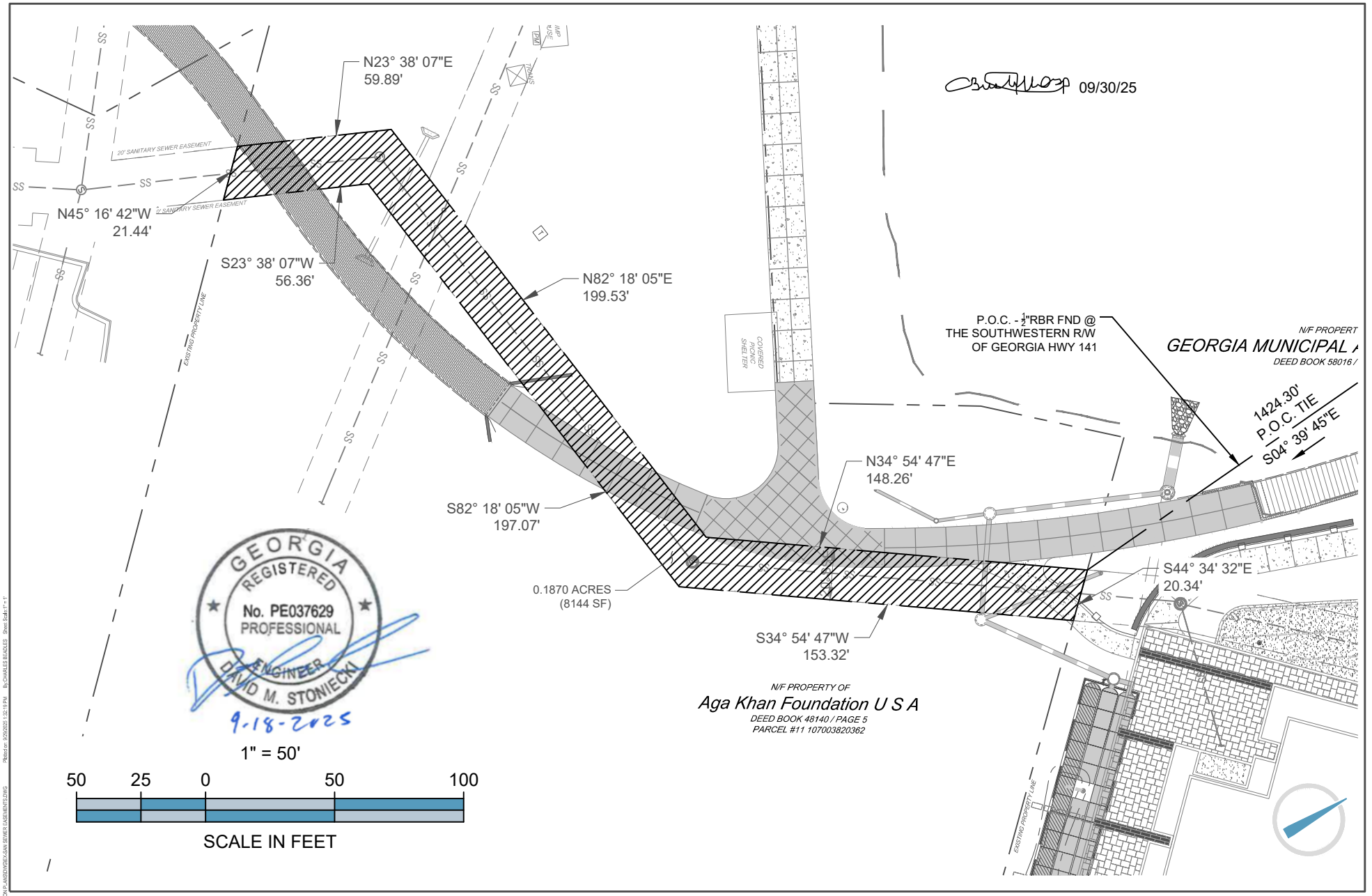
[CORPORATE SEAL]

Sewer Easement – Parcel #11 107003820362

All that tract or parcel of land lying or being in Land Lot 382, 1st District, 1st Section, Fulton County, City of Johns Creek, Georgia, and being more particularly described as follows:

COMMENCING at a 1/2-inch rebar found at the southwestern right-of-way of Georgia Hwy 141 aka Medlock Bridge Road (Variable Width R/W); thence South 04 degrees 39 minutes 45 seconds East for a distance of 1424.30 feet to a point and the POINT OF BEGINNING; thence South 44 degrees 34 minutes 32 seconds East for a distance of 20.34 feet to a point; thence South 34 degrees 54 minutes 47 seconds West for a distance of 153.32 feet to a point; thence South 82 degrees 18 minutes 05 seconds West for a distance of 197.07 feet to a point; thence South 23 degrees 38 minutes 07 seconds West for a distance of 56.36 feet to a point; thence North 45 degrees 16 minutes 42 seconds West for a distance of 21.44 feet to a point; thence North 23 degrees 38 minutes 07 seconds East for a distance of 59.89 feet to a point; thence North 82 degrees 18 minutes 05 seconds East for a distance of 199.53 feet to a point; thence North 34 degrees 54 minutes 47 seconds East for a distance of 148.26 feet to a point and the POINT OF BEGINNING.

Said easement contains 0.1870 acres (8147 sq. ft).



FORESITE group
Foresite Group, LLC
3740 Davinci Ct.
Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

REVISIONS DATE

PROJECT:

CREEKSIDE PARK
11360 LAKEFIELD DRIVE
JOHNS CREEK, GA 30097

TITLE:

EXISTING SEWER EASEMENT

SHEET NUMBER:

....

PROJECT MANAGER:	AK
DRAWING BY:	YH
JURISDICTION:	JOHNS CREEK, GA
DATE:	09/18/2025
COMMENTS:	RELEASED FOR CONSTRUCTION
JOB/FILE NUMBER:	939.011

Y:\SHARED\GS\939.011 JOHNS CREEK - CREEKSIDE CONSTRUCTION PLANS\DWG\EX-SAN SEWER EASEMENTS.DWG Plotted on: 9/29/2025 1:32:19 PM By: CHARLES.BEADLES Sheet Scale = 1" = 1'

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0799 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 2,520 square feet to Fulton County, a political subdivision of the State of Georgia, from Alpha Fine Homes by Neal Chahwala, LLC, for the purpose of constructing the 240 Mayfield Rd Project at 240 Mayfield Road, Alpharetta, Georgia 30009.

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 240 Mayfield Rd Project, a residential 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 2,520 square feet and is located in Land Lot 1198 of the 2nd 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 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 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 receipt of funds.

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

THIS DOCUMENT MUST ONLY BE RECORDED 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 : 240 Mayfield Rd
Tax Parcel Identification No.: 22 481211980772
Land Disturbance Permit No.: WRN25-034
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 11th day of September, 2025, between Alpha Fine Homes by Neal Chahwala, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part 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 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 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) 1198, 2nd Section (if applicable) of District 2nd, Fulton County, Georgia, and more particularly described as follows: To wit:

240 Mayfield Rd

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, 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.

Signed, sealed and delivered this 11 day of September 20 25 in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

TRAVIS BRETT PITTMAN NOTARY PUBLIC FORSYTH COUNTY GEORGIA MY COMMISSION EXPIRES 04/18/2028

GRANTOR: Alpha Fine Homes by Neal Chahwala, LLC
CORPORATE NAME

By:

Print Name: Neal K. Chahwala

Title: Owner/Member

By:

Print Name:

Title:

[CORPORATE SEAL]

(RESERVED FOR CLERK'S FILING STAMP)

SURVEYOR CERTIFICATION

This survey is a retracement of an existing parcel of land and does not subdivideor create a new parcel. The recording information of the document(s), map(s), plat(s), or other instrument(s) which created the parcel(s) are stated hereon. RECORDATION OF THIS SURVEY DOES NOT IMPLY APPROVAL OF THE LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Further, the undersigned land surveyor certifies that this map, plat, or plan complies with the minimum technical standards for property surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act OCGA 15-6-67.

Brian DouglasDobbins
GA RLS No. 3167

SURVEYOR'S NOTES

1. THE FIELD DATA ON WHICH THIS PLAT IS BASED WAS COMPLETED ON MAY 21, 2022.

2. THE FIELD DATA ON WHICH THIS PLAT IS BASED USED REDUNDANT LINEAR MEASUREMENTS TO VERIFY ACCURACY, THE CALCULATED POSITIONAL TOLERANCE ON OBSERVED POSITIONS WAS FOUND TO BE .01 FEET

3. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY FIELD SURVEY USING A LEICATS12 ROBOTIC TOTAL STATION AND NETWORK ROVER ON eGPS NETWORK.

4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE ON THE OVERALL PROPERTY AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,214,812 FEET.

5. LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES ARE PROVIDED BY VISIBLE ACCESSIBLE FIELD EVIDENCE, MAKINGS BY UTILITY LOCATION AND PUBLIC RECORDS. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS SURVEY. THE OWNER, THEIR CONSULTANTS, AND THEIR CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THIS SURVEYOR IS NOT RESPONSIBLE FOR THE SUFFICIENCY OF THE UNDERGROUND UTILITY INFORMATION PROVIDED HEREON.

6. PARCELS HAVE DIRECT ACCESS TO MAYFIELD ROAD.A DEDICATED PUBLIC ROAD

7. THERE ARE 0 MARKED PARKING SPACES, 0 OF WHICHARE MARKED HANDICAPPED AT THE TIME OF THIS SURVEY.

8. THERE ARE NO VISIBLE SIGNS OF ENCROACHMENTS OF A STRUCTURE TO A PROPERTY LINE. THEREARE UTILITIES THAT ENCROACH THE PUBLIC RIGHTS-OF-WAYS AND STRUCTURES AND LINE OF OCCUPATIONS THAT MAY OVERLAP INTERPARCEL BOUNDARIES. A BOUNDARY LINE AGREEMENT WOULD BE BENEFICIAL. FENCELINES ARE OF UNKNOWN OWNERSHIP ALONG THE PROPERTY LINES.

9. THERE IS NO RECENT OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS

10. THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AFFECTING PROPERTY, ACCORDING TO FULTON COUNTY

11. THERE IS NO RECENT OBSERVED EVIDENCE OF STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AFFECTING THE PROPERTY

12. THERE IS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

13. THERE IS NO OBSERVABLE EVIDENCE OF A CEMETARY OR BURIAL GROUNDS ON THE PROPERTY. HOWEVER, NO HISTORICAL OR ARCHAEOLOGICAL STUDY HAS BEEN CONDUCTED BY THIS FIRM

14. ADJOINERS NAMES ARE CURRENT PER FULTON COUNTY TAX RECORDS ON JUNE 7, 2022

15. THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH BY IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

DS
BS

08/28/2025 | 11:51 AM EDT

Fulton County Government

Project #WRN25-034

TOTAL ACREAGE
114,826 SQ. FT.
2.63 ACRES

TOTAL ACREAGE #260
43,360 SQ. FT.
0.99 ACRES

TOTAL ACREAGE #250
31,525 SQ. FT.
0.72 ACRES

TOTAL ACREAGE #240
39,941 SQ. FT.
0.92 ACRES

LEGEND

EX. WATER MAIN	POWER POLE W/GUY WIRE
OVERHEAD POWER	TELEPHONE POLE
UNDERGROUND POWER	SERVICE POLE
GAS LINE	GUY POLE
STORM PIPE	MAILBOX
EXIST. SANITARY SEWER	COMPUTED POINT
BURIED CATV LINE	IRON PINS
RIGHT-OF-WAY LINE	CABLE JUNCTION BOX
PROPERTY LINE	GAS VALVE
DIRT ROAD/PATH	UTILITY JUNCTION BOX
METAL/WOOD FENCE	SINGLE/DOUBLE SIGN POST
CHAINLINK FENCING	LAMP/OUTDOOR LIGHTING
BARBED WIRE FENCING	CONCRETE MONUMENT
STORM STRUCTURES	
SANITARY SEWER MANHOLE	
SEWER CLEANOUT	
EXISTING F.H.	
EXISTING WATER VALVE	
WATER METER/GAS METER	

PROPOSED SEWER EASEMENT
#250 MAYFIELD ROAD
2000 Sq. Feet
0.0459 Acres

LINE	BEARING	DISTANCE
L1	N 55°05'48" W	100.00'
L2	S 34°49'23" W	20.00'
L3	S 55°05'48" E	100.00'
L4	N 34°49'23" E	20.00'

SEWER EASEMENT DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 1198, 2nd District, 2nd Section, Fulton county, being in the City of Alpharetta and more particularly descibed as follows.

Begin at a 1 1/2" open top on the Southwesterly right-of-way (varies) Mayfield Road, GA SPC West (N:1485643.01, E:2255502.80); thence along said right-of-way N 55°05'48" W a distance of 100.00' to a 1/2" rebar set; thence S 34°49'23" W a distance of 20.00' to a point; thence S 55°05'48" E a distance of 100.00' to a point; thence N 34°49'23" E a distance of 20.00' to the Point of Beginning

Said tract contains 2,000 Sq. Ft. or 0.0459 acres

PROPOSED SEWER EASEMENT
#240 MAYFIELD ROAD
2520 Sq. Feet
0.0578 Acres

LINE	BEARING	DISTANCE
L1	N 54°55'10" W	125.92'
L2	S 34°49'23" W	20.00'
L3	S 54°55'10" E	126.04'
L4	N 34°29'17" E	20.00'

All that tract or parcel of land lying and being in Land Lot 1198, 2nd District, 2nd Section, Fulton county, being in the City of Alpharetta and more particularly descibed as follows.

Begin at a 1/2" rebar set on the Southwesterly right-of-way (varies) Mayfield Road, GA SPC West (N:1485570.64, E:2255605.84); thence along said right-of-way N 54°55'10" W a distance of 125.92' to a 1 1/2" open top; thence S 34°49'23" W a distance of 20.00' to a point; thence S 54°55'10" E a distance of 126.04' to a point; thence N 34°29'17" E a distance of 20.00' to the Point of Beginning

Said tract contains 2,520 Sq. Ft. or 0.0578 acres

GA SPC (WEST ZONE)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2905.58'	142.40'	142.39'	S 53°12'12" E	2°48'29"

0' 120' 240' 360'

SITE ADRESS:
240, 250 & 260 MAYFIELD ROAD, CITY OF ALPHARETTA, FULTON COUNTY, GA

BRIAN DOBBINS, GA RLS 3167
LSF 1279
770-722-7625
RLSDOBBINS@GMAIL.COM

Exhibit A **SEWER EASEMENT SURVEY FOR:**

ALPHA FINE HOMES LLC

LAND LOT 1198 - 2ND DISTRICT - 2ND SECTION
CITY OF ALPHARETTA - FULTON COUNTY, GEORGIA

GEORGIA REGISTERED No. 3167 PROFESSIONAL LAND SURVEYOR BRIAN D. DOBBINS

DRAWN BY: BDD
APPROVED BY: BDD
DATE: 10-02-23
PROJECT # 13126
DWG NAME: MAYFIELDRD.DWG

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0800 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 2,000 square feet to Fulton County, a political subdivision of the State of Georgia, from Alpha Fine Homes by Neal Chahwala, LLC, for the purpose of constructing the 250 Mayfield Rd Project at 250 Mayfield Road, Alpharetta, Georgia 30009.

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 250 Mayfield Rd Project, a residential 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 2,000 square feet and is located in Land Lot 1198 of the 2nd 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 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 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 MUST ONLY BE RECORDED 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 : 250 Mayfield Rd
Tax Parcel Identification No.: 22 481211980806
Land Disturbance Permit No.: WRN25-034
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 11th day of September, 2025, between Alpha Fine Homes by Neal Chahwala, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part 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 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 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) 1198, 2nd Section (if applicable) of District 2nd, Fulton County, Georgia, and more particularly described as follows: To wit:

250 Mayfield Rd

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, 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.

Signed, sealed and delivered this 11 day of September 20 25 in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

TRAVIS BRETT PITTMAN NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES 04/18/2028

GRANTOR: Alpha Fine Homes by Neal Chahwala, LLC
CORPORATE NAME

By:

Print Name: Neal K. Chahwala

Title: Owner/Member

By:

Print Name:

Title:

[CORPORATE SEAL]

(RESERVED FOR CLERK'S FILING STAMP)

SURVEYOR CERTIFICATION

This survey is a retracement of an existing parcel of land and does not subdivideor create a new parcel. The recording information of the document(s), map(s), plat(s), or other instrument(s) which created the parcel(s) are stated hereon. RECORDATION OF THIS SURVEY DOES NOT IMPLY APPROVAL OF THE LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Further, the undersigned land surveyor certifies that this map, plat, or plan complies with the minimum technical standards for property surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act OCGA 15-6-67.

Brian DouglasDobbins
GA RLS No. 3167

SURVEYOR'S NOTES

1. THE FIELD DATA ON WHICH THIS PLAT IS BASED WAS COMPLETED ON MAY 21, 2022.

2. THE FIELD DATA ON WHICH THIS PLAT IS BASED USED REDUNDANT LINEAR MEASUREMENTS TO VERIFY ACCURACY, THE CALCULATED POSITIONAL TOLERANCE ON OBSERVED POSITIONS WAS FOUND TO BE .01 FEET

3. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY FIELD SURVEY USING A LEICATS12 ROBOTIC TOTAL STATION AND NETWORK ROVER ON eGPS NETWORK.

4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE ON THE OVERALL PROPERTY AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,214,812 FEET.

5. LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES ARE PROVIDED BY VISIBLE ACCESSIBLE FIELD EVIDENCE, MAKINGS BY UTILITY LOCATION AND PUBLIC RECORDS. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS SURVEY. THE OWNER, THEIR CONSULTANTS, AND THEIR CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THIS SURVEYOR IS NOT RESPONSIBLE FOR THE SUFFICIENCY OF THE UNDERGROUND UTILITY INFORMATION PROVIDED HEREON.

6. PARCELS HAVE DIRECT ACCESS TO MAYFIELD ROAD.A DEDICATED PUBLIC ROAD

7. THERE ARE 0 MARKED PARKING SPACES, 0 OF WHICHARE MARKED HANDICAPPED AT THE TIME OF THIS SURVEY.

8. THERE ARE NO VISIBLE SIGNS OF ENCROACHMENTS OF A STRUCTURE TO A PROPERTY LINE. THEREARE UTILITIES THAT ENCROACH THE PUBLIC RIGHTS-OF-WAYS AND STRUCTURES AND LINE OF OCCUPATIONS THAT MAY OVERLAP INTERPARCEL BOUNDARIES. A BOUNDARY LINE AGREEMENT WOULD BE BENEFICIAL. FENCELINES ARE OF UNKNOWN OWNERSHIP ALONG THE PROPERTY LINES.

9. THERE IS NO RECENT OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS

10. THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AFFECTING PROPERTY, ACCORDING TO FULTON COUNTY

11. THERE IS NO RECENT OBSERVED EVIDENCE OF STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AFFECTING THE PROPERTY

12. THERE IS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

13. THERE IS NO OBSERVABLE EVIDENCE OF A CEMETARY OR BURIAL GROUNDS ON THE PROPERTY. HOWEVER, NO HISTORICAL OR ARCHAEOLOGICAL STUDY HAS BEEN CONDUCTED BY THIS FIRM

14. ADJOINERS NAMES ARE CURRENT PER FULTON COUNTY TAX RECORDS ON JUNE 7, 2022

15. THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH BY IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

DS
BS

08/28/2025 | 11:51 AM EDT

Fulton County Government

Project #WRN25-034

TOTAL ACREAGE
114,826 SQ. FT.
2.63 ACRES

TOTAL ACREAGE #260
43,360 SQ. FT.
0.99 ACRES

TOTAL ACREAGE #250
31,525 SQ. FT.
0.72 ACRES

TOTAL ACREAGE #240
39,941 SQ. FT.
0.92 ACRES

LEGEND

EX. WATER MAIN	POWER POLE W/GUY WIRE
OVERHEAD POWER	TELEPHONE POLE
UNDERGROUND POWER	SERVICE POLE
GAS LINE	GUY POLE
STORM PIPE	MAILBOX
EXIST. SANITARY SEWER	COMPUTED POINT
BURIED CATV LINE	IRON PINS
RIGHT-OF-WAY LINE	CABLE JUNCTION BOX
PROPERTY LINE	GAS VALVE
DIRT ROAD/PATH	UTILITY JUNCTION BOX
METAL/WOOD FENCE	SINGLE/DOUBLE SIGN POST
CHAINLINK FENCING	LAMP/OUTDOOR LIGHTING
BARBED WIRE FENCING	CONCRETE MONUMENT
STORM STRUCTURES	
SANITARY SEWER MANHOLE	
SEWER CLEANOUT	
EXISTING F.H.	
EXISTING WATER VALVE	
WATER METER/GAS METER	

PROPOSED SEWER EASEMENT
#250 MAYFIELD ROAD
2000 Sq. Feet
0.0459 Acres

LINE	BEARING	DISTANCE
L1	N 55°05'48" W	100.00'
L2	S 34°49'23" W	20.00'
L3	S 55°05'48" E	100.00'
L4	N 34°49'23" E	20.00'

SEWER EASEMENT DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 1198, 2nd District, 2nd Section, Fulton county, being in the City of Alpharetta and more particularly descibed as follows.

Begin at a 1 1/2" open top on the Southwesterly right-of-way (varies) Mayfield Road, GA SPC West (N:1485643.01, E:2255502.80); thence along said right-of-way N 55°05'48" W a distance of 100.00' to a 1/2" rebar set; thence S 34°49'23" W a distance of 20.00' to a point; thence S 55°05'48" E a distance of 100.00' to a point; thence N 34°49'23" E a distance of 20.00' to the Point of Beginning

Said tract contains 2,000 Sq. Ft. or 0.0459 acres

PROPOSED SEWER EASEMENT
#240 MAYFIELD ROAD
2520 Sq. Feet
0.0578 Acres

LINE	BEARING	DISTANCE
L1	N 54°55'10" W	125.92'
L2	S 34°49'23" W	20.00'
L3	S 54°55'10" E	126.04'
L4	N 34°29'17" E	20.00'

All that tract or parcel of land lying and being in Land Lot 1198, 2nd District, 2nd Section, Fulton county, being in the City of Alpharetta and more particularly descibed as follows.

Begin at a 1/2" rebar set on the Southwesterly right-of-way (varies) Mayfield Road, GA SPC West (N:1485570.64, E:2255605.84); thence along said right-of-way N 54°55'10" W a distance of 125.92' to a 1 1/2" open top; thence S 34°49'23" W a distance of 20.00' to a point; thence S 54°55'10" E a distance of 126.04' to a point; thence N 34°29'17" E a distance of 20.00' to the Point of Beginning

Said tract contains 2,520 Sq. Ft. or 0.0578 acres

GA SPC (WEST ZONE)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2905.58'	142.40'	142.39'	S 53°12'12" E	2°48'29"

0' 120' 240' 360'

SITE ADRESS:
240, 250 & 260 MAYFIELD ROAD, CITY OF ALPHARETTA, FULTON COUNTY, GA

BRIAN DOBBINS, GA RLS 3167
LSF 1279
770-722-7625
RLSDOBBINS@GMAIL.COM

Exhibit A **SEWER EASEMENT SURVEY FOR:**

ALPHA FINE HOMES LLC

LAND LOT 1198 - 2ND DISTRICT - 2ND SECTION
CITY OF ALPHARETTA - FULTON COUNTY, GEORGIA

GEORGIA REGISTERED No. 3167 PROFESSIONAL LAND SURVEYOR BRIAN D. DOBBINS

DRAWN BY: BDD
APPROVED BY: BDD
DATE: 10-02-23
PROJECT # 13126
DWG NAME: MAYFIELDRD.DWG

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0801 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Sewer Easement Dedication consisting of 49,336 square feet to Fulton County, a political subdivision of the State of Georgia, from TDS Capital Two, LLC, for the purpose of constructing the Rosewood Ridge Project at 0 Old Fairburn Rd, South Fulton, Georgia 30349.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
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 Rosewood Ridge Project, a residential 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 areas to be conveyed to the County consist of 49,336 square feet and are located in Land Lots 159 & 160 of the 9F District of Fulton County, Georgia**.**

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of 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 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 MUST ONLY BE RECORDED 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 : Rosewood Ridge
Tax Parcel Identification No.: 09F390001590793 and 09F390001600782
Land Disturbance Permit No.: WRS25-025
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 8th day of August, 2025, between TDS Capital Two, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part 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 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 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) 159 & 160, _____ Section (if applicable) of District 9F, Fulton County, Georgia, and more particularly described as follows: To wit:

Rosewood Ridge

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, 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 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 sewer line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said sewer 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 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 his/her hand and seal on the day and year first above written.

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

Witness

Notary Public

[NOTARIAL SEAL]

MICHAEL DAWKINS
Notary Public, Georgia
Cobb County
My Commission Expires
May 04, 2026

GRANTOR: TDS Capital Two, LLC
CORPORATE NAME

By:

Print Name: TDS Builders, LLC

Title: General Partner

By:

Print Name: Medina Jett

Title: General Member, TDS Builders, LLC

[CORPORATE SEAL]

Legal Description
20-foot Sanitary Sewer Easement "A"
Final Plat of Rosewood Ridge
City of South Fulton - Old Fairburn Road
South Fulton, Georgia

ALL That tract or parcel of land lying or being in Land Lots 159 & 160 of the 9F District, South Fulton County, City of South Fulton, Georgia, and being more particularly described as follows:

Commencing at a point on the beginning of a new 20-foot sanitary sewer easement that is coming off of an existing City of Atlanta 20-foot sanitary sewer easement, said point of beginning having the Georgia State Plane coordinates of Northing: 1,322,455.43 and Easting: 2,179,347.95, said point being the POINT OF BEGINNING;

THENCE along the southern side of the existing 20-foot sanitary sewer easement South 45°08'51" East, a distance of 14.43 feet to a point;

THENCE continuing along the said southern side of the existing 20-foot sanitary sewer easement North 80°12'41" East, a distance of 8.62 feet to a point;

THENCE leaving the said southern side of the existing 20-foot sanitary sewer easement proceed along the new 20-foot sanitary sewer easement South 39°18'41" West, a distance of 298.45 feet to a point;

THENCE continuing along the said new 20-foot sanitary sewer easement South 43°29'29" West, a distance of 356.17 feet to a point;

THENCE continuing along the said new 20-foot sanitary sewer easement North 54°14'19" West, a distance of 176.87 feet to a point;

THENCE North 54°29'23" West, a distance of 342.16 feet to a point;

THENCE North 39°48'59" West, a distance of 319.68 feet to a point;

THENCE North 85°41'07" West, a distance of 178.68 feet to a point;
THENCE South 63°52'50" West, a distance of 134.06 feet to a point on the easterly right-of-way of Freedom Hill, a 50' right-of-way;

THENCE along the said easterly right-of-way line northerly a distance of 35.23 feet along the arc of a curve to the left, having a radius of 125.00 feet and being subtended by a chord which bears North 07°22'07" East, for a distance of 35.11 feet, to a point;

DS
BS 09/12/2025 | 12:53 PM EDT

Fulton County Government

Project #WRS25-025

THENCE leaving the said easterly right-of-way of Freedom Hill proceed South 26°05'15" East, a distance of 9.28 feet to a point;

THENCE North 63°52'50" East, a distance of 120.14 feet to a point;

THENCE South 85°41'07" East, a distance of 192.58 feet to a point;

THENCE continuing along the said new 20-foot sanitary sewer easement South 39°48'59" East, a distance of 325.56 feet to a point;

THENCE along the said new 20-foot sanitary sewer easement South 54°29'23" East, a distance of 339.63 feet to a point;

THENCE along the said new 20-foot sanitary sewer easement South 54°14'19" East, a distance of 159.41 feet to a point;

THENCE along the said new 20-foot sanitary sewer easement North 43°22'50" East, a distance of 337.95 feet to a point;

THENCE along the said new 20-foot sanitary sewer easement North 39°18'41" East, a distance of 292.62 feet to the POINT OF BEGINNING.

Said tract or parcel of land containing 35,750 Square Feet or 0.821 Acres, more or less.

Legal Description
20-foot Sanitary Sewer Easement "B"
Final Plat of Rosewood Ridge
City of South Fulton - Old Fairburn Road
South Fulton, Georgia

ALL That tract or parcel of land lying or being in Land Lot 160 of the 9F District, South Fulton County, City of South Fulton, Georgia, and being more particularly described as follows:

Commencing at a point on the beginning of a new 20-foot sanitary sewer easement "B" that is coming off the northerly right-of-way line of Freedom Hill, a 50-foot right-of-way, said Point of Beginning having the Georgia State Plane coordinates of Northing: 1,321,859.26 and Easting: 2,177,557.76, said point being the POINT OF BEGINNING;

THENCE along the westerly side of a 20-foot sanitary sewer easement "B" North 00°06'35" East, a distance of 81.12 feet to a point;

THENCE North 53°49'10" East, a distance of 273.50 feet to a point;

THENCE North 54°41'58" East, a distance of 103.94 feet to a point;

THENCE North 62°25'30" East, a distance of 110.60 feet to a point on the westerly right-of-way line of Freedom Hill, a 50-foot right-of-way;

THENCE along the said westerly right-of-way South 02°40'31" East, a distance of 22.05 feet to a point;

THENCE leaving the said westerly right-of-way proceed South 62°25'30" West, a distance of 99.97 feet to a point;

THENCE South 54°41'58" West, a distance of 102.43 feet to a point;

THENCE South 53°49'10" West, a distance of 263.22 feet to a point;

THENCE South 00°06'35" West, a distance of 71.12 feet to a point;

THENCE North 89°31'45" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Said tract or parcel of land containing 11,059 Square Feet or 0.254 Acres, more or less.

Legal Description
20-foot Sanitary Sewer Easement "C"
Final Plat of Rosewood Ridge
City of South Fulton - Old Fairburn Road
South Fulton, Georgia

ALL That tract or parcel of land lying or being in Land Lot 160 of the 9F District, South Fulton County, City of South Fulton, Georgia, and being more particularly described as follows:

Commencing at a point on the beginning of a new 20-foot sanitary sewer easement "B" that is coming off the northerly right-of-way line of the cul-de-sac of Legacy Lane, a 50-foot right-of-way, said Point of Beginning having the Georgia State Plane coordinates of Northing: 1,322,469.647 and Easting: 2,177,669.665 said point being the POINT OF BEGINNING;

THENCE leaving the said northerly right-of-way line of Legacy Lane proceed North 31°25'18" West, a distance of 125.91 feet to a point;

THENCE North 59°59'02" East, a distance of 20.01 feet to a point;

THENCE South 31°25'13" East, a distance of 127.85 feet to a point on the northerly right-of-way line of the cul-de-sac of Legacy Lane;

THENCE along the said northerly right-of-way line westerly and southwesterly a distance of 20.24 feet along the arc of a curve to the left, having a radius of 62.10 feet and being subtended by a chord which bears South 65°30'08" West, for a distance of 20.15 feet, to the POINT OF BEGINNING.

Said tract or parcel of land containing 2,527 Square Feet or 0.058 Acres, more or less.

DS
BS 09/12/2025 | 12:53 PM EDT

Fulton County Government

Project #WRS25-025

THIS BOX RESERVED FOR THE CLERK OF THE SUPERIOR COURT FILING INFORMATION

DATUMS

Horizontal: Grid North, NAD83, Georgia State Plane, West Zone
(North American Datum of 1983) (2011)
US Survey Foot, Cobb County, Georgia
Vertical: NAVD88 (North American Vertical Datum of 1988)
Geoid: Geoid18 (Conus)

DS 09/12/2025 | 12:53 PM EDT

Fulton County Government

Project #WRS25-025

OLD FAIRBURN ROAD ~ 60' R/W ~ (ASPHALT 20' ±)

GREENTREE TRAIL ~ 50' R/W ~ (ASPHALT 20' ±)

FREEDOM HILL (50' R/W)

LEGACY LANE (50' R/W)

LAND LOT LINE (APPROXIMATE LOCATION)

APPROXIMATE LAND LOT LINE

EXISTING CREEK/STREAM

OVERHEAD TRANSMISSION POWER LINES

30' COLONIAL PIPELINE COMPANY EASEMENT (DB 6468, PG. 52-54)

PROPOSED 50' WIDE CORRIDOR FOR THE NEW SAN SEWER ALIGNMENT

20' WIDE SANITARY SEWER EASEMENT

EXISTING 24"DIP

EXISTING 20" SANITARY SEWER EASEMENT

20' SANITARY SEWER EASEMENT

N/F
GEORGIA POWER COMPANY
OLD FAIRBURN RD
PID: 09F-3900-0160-077-4

N/F
2019-1 IH BORROWER LP
5100 GREENTREE TRAIL
DB. 60144, PG. 650
PID: 09F-3905-0159-012-9

N/F
CRUCITA WORTHY
5060 GREENTREE TRL
DB. 67255, PG 92
PB 95, PG 118
"LOT 5, BLOCK 8"
SOUTHERN PINE ESTATES SUBDIVISION
PID: 09F-3905-0159-008-7

N/F
CARL ANDERSON STEPHENS
4386 OLD FAIRBURN ROAD
DB. 67750, PG. 340
PID: 09F-3900-0159-066-0

N/F
KENNETH CASE
DB 67071, PG 133
PID 09F-3901-0160-121-1

N/F
TDS CAPITAL TWO LLC
DB. 67836, PG. 63
P.B. 32, PG. 1389
PID 09F-3900-0160-078-2

N/F
TDS CAPITAL TWO LLC
DB. 67836, PG. 63
PID: 09F-3900-0159-079-3

N/F
BROOKWOOD COMMUNITIES, LLC
PID: 09F-3400-0150-001-1

N/F
TINY STEPHENS
OLD FAIRBURN ROAD
DB 67372, PG 396
PID: 09F-3402-0149-064-1

SANITARY MH
RIM=839.08
INV.IN=820.77
INV.OUT=820.65

SANITARY MH
TOP EL= 832.23
INV.IN=821.12
INV.OUT=821.15

SANITARY MH
TOP EL=834.92'
INV.IN=821.03'
INV.OUT=820.87'

POINT OF BEGINNING
20' SANITARY SEWER EASEMENT (C)
N= 1,322,469.647
E=2,177,669.665

POINT OF BEGINNING
20' SANITARY SEWER EASEMENT (A)
N=1322455.4311
E=2179347.9524

POINT OF BEGINNING
20' SANITARY SEWER EASEMENT (B)
N=1,321,859.26
E=2,177,557.76

P.O.B.

P.O.C. LAND LOT CORNER

FOUND 1/2" IRON ROD (FIR)

N01°36'57"W 644.96'

N89°56'34"W 951.68'

N48°23'28"E 251.59'

N32°24'06"W 189.92'

N65°56'17"E 573.21'

S24°23'03"E 365.73'

S03°06'11"E 967.28'

N88°46'44"W 292.16'

N59°32'26"E 181.86'

N53°49'10"E 273.50'

S53°49'10"W 263.22'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°31'45"W	20.00'
L2	N00°06'35"E	81.12'
L3	N54°41'58"E	103.94'
L4	N62°25'30"E	110.60'
L5	S02°40'31"E	22.05'
L6	S62°25'30"W	99.97'
L7	S54°41'58"W	102.43'
L8	S00°06'35"W	71.12'
L9	N31°25'18"W	125.91'
L10	N59°59'02"E	20.01'
L11	S31°25'13"E	127.85'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	35.23'	125.00'	16°08'51"	N07°22'07"E	35.11'
C2	20.24'	62.10'	18°40'24"	S65°30'08"W	20.15'

AREA
22.508 ACRES
980,449 SQ. FT.

20' SANITARY SEWER EASEMENT "A"
AREA
35,750 SQ. FT.
(0.821 ACRES)

LEGEND

- BENCHMARK
- COMPUTED POINT
- FOUND BOUNDARY MARKER
- IRON PIN SET
- CONCRETE R/W MONUMENT
- SUBJECT BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY LINE
- LAND LOT LINE
- EASEMENT LINE
- BUILDING LINE
- SANITARY MANHOLE
- SANITARY CLEAN OUT
- SANITARY SEWER
- DOUBLE WING CATCH BASIN
- SINGLE WING CATCH BASIN
- JUNCTION BOX
- DROP INLET
- HEADWALL
- STORM SEWER
- CONCRETE PAVEMENT
- SIGN
- UTILITY POLE
- GUY ANCHOR
- OVERHEAD UTILITY
- UNDERGROUND WATER
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- IRRIGATION CONTROL VALVE

LEGAL DESCRIPTION
20-FOOT SANITARY SEWER EASEMENT "B"
FINAL PLAT OF ROSEWOOD RIDGE
CITY OF SOUTH FULTON - OLD FAIRBURN ROAD
SOUTH FULTON, GEORGIA

ALL That tract or parcel of land lying or being in Land Lot 160 of the 9F District, South Fulton County, City of South Fulton, Georgia, and being more particularly described as follows:

Commencing at a point on the beginning of a new 20-foot sanitary sewer easement "B" that is coming off the northerly right-of-way line of Freedom Hill, a 50-foot right-of-way, said Point of Beginning having the Georgia State Plane coordinates of Northing: 1,321,859.26 and Easting: 2,177,557.76, said point being the POINT OF BEGINNING;

THENCE along the westerly side of a 20-foot sanitary sewer easement "B" North 00°06'35" East, a distance of 81.12 feet to a point;

THENCE North 53°49'10" East, a distance of 273.50 feet to a point;

THENCE North 54°41'58" East, a distance of 103.94 feet to a point;

THENCE North 62°25'30" East, a distance of 110.60 feet to a point on the westerly right-of-way line of Freedom Hill, a 50-foot right-of-way;

THENCE along the said westerly right-of-way South 02°40'31" East, a distance of 22.05 feet to a point;

THENCE leaving the said westerly right-of-way proceed South 62°25'30" West, a distance of 99.97 feet to a point;

THENCE South 54°41'58" West, a distance of 102.43 feet to a point;

THENCE South 53°49'10" West, a distance of 263.22 feet to a point;

THENCE South 00°06'35" West, a distance of 71.12 feet to a point;

THENCE North 89°31'45" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Said tract or parcel of land containing 11,059 Square Feet or 0.254 Acres, more or less.

LEGAL DESCRIPTION
20-FOOT SANITARY SEWER EASEMENT "C"
FINAL PLAT OF ROSEWOOD RIDGE
CITY OF SOUTH FULTON - OLD FAIRBURN ROAD
SOUTH FULTON, GEORGIA

ALL That tract or parcel of land lying or being in Land Lot 160 of the 9F District, South Fulton County, City of South Fulton, Georgia, and being more particularly described as follows:

Commencing at a point on the beginning of a new 20-foot sanitary sewer easement "B" that is coming off the northerly right-of-way line of the cul-de-sac of Legacy Lane, a 50-foot right-of-way, said Point of Beginning having the Georgia State Plane coordinates of Northing: 1,322,469.647 and Easting: 2,177,669.665 said point being the POINT OF BEGINNING;

THENCE leaving the said northerly right-of-way line of Legacy Lane proceed North 31°25'18" West, a distance of 125.91 feet to a point;

THENCE North 59°59'02" East, a distance of 20.01 feet to a point;

THENCE South 31°25'13" East, a distance of 127.85 feet to a point on the northerly right-of-way line of the cul-de-sac of Legacy Lane;

THENCE along the said northerly right-of-way line westerly and southwesterly a distance of 20.24 feet along the arc of a curve to the left, having a radius of 62.10 feet and being subtended by a chord which bears South 65°30'08" West, for a distance of 20.15 feet, to the POINT OF BEGINNING.

Said tract or parcel of land containing 2,527 Square Feet or 0.058 Acres, more or less.

SURVEYOR'S CERTIFICATION

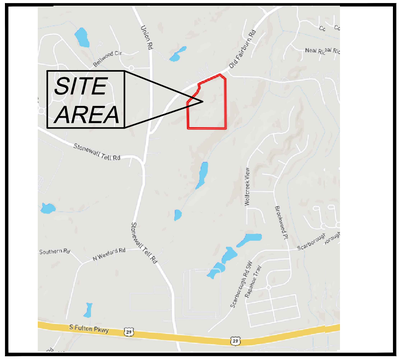
THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Clyde R Eldredge
Digitally signed by Clyde R Eldredge
Reason: I am approving this document
Date: 2025.09.09 14:59:57-04'00'

GEORGIA REGISTERED No. 2659 LAND SURVEYOR CLYDE R. ELDREDGE

SEPTEMBER 9, 2025

CLYDE R. ELDREDGE, REGISTERED LAND SURVEYOR — DATE
REGISTRATION NUMBER 2659



VICINITY MAP
SCALE: (NOT TO SCALE)

SURVEY NOTES

1. THE PURPOSE OF THIS EASEMENT SURVEY IS TO SHOW THE NEW 20-FOOT SANITARY SEWER EASEMENT AS IT CROSSES THE PROPERTY OF "TDS CAPITAL TWO LLC, DB 67836, PG. 63, PARCEL IDENTIFICATION NUMBER 09F-3900-0159-079-3".
2. NORTH ARROW AND BEARINGS SHOWN HEREON ARE BASED ON GA WEST ZONE - NAD 83 ADJUSTED 2011. USING GLOBAL POSITIONAL SYSTEM (GPS) AND OBTAINED DURING THE MONTH OF SEPTEMBER 2019. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND MEASUREMENTS EXPRESSED IN U.S. SURVEY FEET.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 418,003 FEET.
4. EQUIPMENT USED FOR MEASUREMENT:
   ANGULAR: TRIMBLE S10 ROBOTIC TOTAL STATION
   LINEAR: TRIMBLE S10 ROBOTIC TOTAL STATION
   GPS: TRIMBLE R10 GPS RECEIVER
5. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS WRITTEN CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY.
6. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON ADJACENT LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON AND WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF GEORGIA.

NEW 20' SANITARY SEWER EASEMENT

LEGAL DESCRIPTION
20-FOOT SANITARY SEWER EASEMENT "A"
FINAL PLAT OF ROSEWOOD RIDGE
CITY OF SOUTH FULTON - OLD FAIRBURN ROAD
SOUTH FULTON, GEORGIA

ALL That tract or parcel of land lying or being in Land Lots 159 & 160 of the 9F District, South Fulton County, City of South Fulton, Georgia, and being more particularly described as follows:

Commencing at a point on the beginning of a new 20-foot sanitary sewer easement that is coming off of an existing City of Atlanta 20-foot sanitary sewer easement, said point of beginning having the Georgia State Plane coordinates of Northing: 1,322,455.43 and Easting: 2,179,347.95, said point being the POINT OF BEGINNING;

THENCE along the southern side of the existing 20-foot sanitary sewer easement South 45°08'51" East, a distance of 14.43 feet to a point;

THENCE continuing along the said southern side of the existing 20-foot sanitary sewer easement North 80°12'41" East, a distance of 8.62 feet to a point;

THENCE leaving the said southern side of the existing 20-foot sanitary sewer easement proceed along the new 20-foot sanitary sewer easement South 39°18'41" West, a distance of 298.45 feet to a point;

THENCE continuing along the said new 20-foot sanitary sewer easement South 43°29'29" West, a distance of 356.17 feet to a point;

THENCE continuing along the said new 20-foot sanitary sewer easement North 54°14'19" West, a distance of 176.87 feet to a point;

THENCE North 54°29'23" West, a distance of 342.16 feet to a point;

THENCE North 39°48'59" West, a distance of 319.68 feet to a point;

THENCE North 85°41'07" West, a distance of 178.68 feet to a point;

THENCE South 63°52'50" West, a distance of 134.06 feet to a point on the easterly right-of-way of Freedom Hill, a 50' right-of-way;

THENCE along the said easterly right-of-way line northerly a distance of 35.23 feet along the arc of a curve to the left, having a radius of 125.00 feet and being subtended by a chord which bears North 07°22'07" East, for a distance of 35.11 feet, to a point;

THENCE leaving the said easterly right-of-way of Freedom Hill proceed South 26°05'15" East, a distance of 9.28 feet to a point;

THENCE North 63°52'50" East, a distance of 120.14 feet to a point;

THENCE South 85°41'07" East, a distance of 192.58 feet to a point;

THENCE continuing along the said new 20-foot sanitary sewer easement South 39°48'59" East, a distance of 325.56 feet to a point;

THENCE along the said new 20-foot sanitary sewer easement South 54°29'23" East, a distance of 339.63 feet to a point;

THENCE along the said new 20-foot sanitary sewer easement South 54°14'19" East, a distance of 159.41 feet to a point;

THENCE along the said new 20-foot sanitary sewer easement North 43°22'50" East, a distance of 337.95 feet to a point;

THENCE along the said new 20-foot sanitary sewer easement North 39°18'41" East, a distance of 292.62 feet to the POINT OF BEGINNING.

Said tract or parcel of land containing 35,750 Square Feet or 0.821 Acres, more or less.

GRID NORTH
GEORGIA WEST ZONE
(NAD 1983)

100' 0 50' 100'
BAR SCALE
1" = 100'

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ATWELL
866.850.4200 www.atwell-group.com
1850 PARKWAY PLACE, SUITE 650
MARIETTA, GEORGIA 30067
FIRM FILE #12345
SURVEY FILE #1218

LOCATED IN LAND LOTS 159 & 160 9F DISTRICT SOUTH FULTON COUNTY, GEORGIA

CLIENT
TDS BUILDERS.

SANITARY SEWER LINE EASEMENTS "A", "B" & "C" CROSSING THE ADJOINING PROPERTY AND THE SUBJECT PROPERTY
OLD FAIRBURN ROAD
ATLANTA, GEORGIA 30349

DATE
AUGUST 18, 2025

1. UPDATE THE SANITARY SEWER EASEMENT (09-09-25)

REVISIONS

DWG. CRE	CH. CRE
P.M. KMK	
CODE --	
JOB 24007960	
SHEET NO. 1 OF 2	

FILE NAME: K:\24007960\DWG\Survey\Sanitary Sewer DWG\24007960 Old Fairburn-Prop-Son-Sewer(R-3).dwg LAST SAVED BY: celdredge 9/9/2025 2:36 PM PLOTTED BY: Clyde Eldredge 9/9/2025 PAPER: ARCH D (36.00 X 24.00 INCHES) DEVICE: DWG TO PDF.PC3 PLOT STYLE: BASE-STANDARD.CTB

THIS BOX RESERVED FOR THE CLERK OF THE SUPERIOR COURT FILING INFORMATION

DATUMS

Horizontal: Grid North, NAD83, Georgia State Plane, West Zone
(North American Datum of 1983) (2011)
US Survey Foot, Cobb County, Georgia
Vertical: NAVD88 (North American Vertical Datum of 1988)
Geoid: Geoid18 (Conus)

GRID NORTH
GEORGIA WEST ZONE
(NAD 1983)

50' 0 50'
BAR SCALE
1" = 50'

GREENTREE TRAIL
~ 50' R/W ~
(ASPHALT 20' ±)

1 2 3 4 5

N/F
2019-1 IH
BORROWER LP
5100 GREENTREE TRAIL
DB. 60144, PG. 650
PID:09F-3905
-0159-012-9

N/F
TDS CAPITAL TWO LLC
DB. 67836, PG. 63
PID: 09F-3900-0159-079-3

N/F
CRUCITA WORTHY
5060 GREENTREE TRL
DB. 67255, PG 92
PB 95, PG 118
"LOT 5, BLOCK 8"
SOUTHERN PINE ESTATES
SUBDIVISION
PID: 09F-3905-0159-008-7

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	35.23'	125.00'	16°08'51"	N07°22'07"E	35.11'
C2	20.24'	62.10'	18°40'24"	S65°30'08"W	20.15'

SSMH STR.A-8 (1)
SSMH STR. B-1
SSMH STR. A-6 (4)
SSMH STR. A-5 (1)
SSMH STR. D-1 (1)
SSMH STR. D-2 (1)
SSMH STR. A-4 (3)
SSMH STR. A-3 (3)
SSMH STR. D-3 (4)
SSMH STR. D-4 (4)
SSMH STR. D-5 (4)
SSMH STR. D-6 (4)
SSMH STR. A-2 (3)
SSMH STR. A-1 (6)
EX. SS MH- # 1 (2)
EX. SSMH # 2 (2)
EX. SSMH #3 (1)
STRUCTURE -A-0 (3)

S26°05'15"E 9.28'
N63°52'50"E 120.14'
S63°52'50"W 134.06'
S85°41'07"E 192.58'
N85°41'07"W 178.68'
S03°06'11"E 967.28'
S39°48'59"E 325.66'
N39°48'59"W 319.65'
S54°29'23"E 338.63'
N54°29'23"W 342.16'
S54°14'19"E 159.41'
N54°14'19"W 176.87'
S45°08'51"E 14.43'
N80°12'41"E 8.62'
N39°18'41"E 292.62'
S39°18'41"W 298.45'
N43°22'50"E 337.95'
S43°22'50"W 356.17'

70 LF OF 8" PVC @ 2.17%
321 LF OF 8" PVC @ 3.04%
341 LF OF 8" PVC @ 8.24%
168 LF OF 8" Ductile Iron @ 1.75%
(8" PVC)
(8" Ductile Iron)

EXISTING 24"DIP
20' SANITARY SEWER EASEMENT
24"DIP
EXISTING 20' SAN SEWER EASEMENT

SANITARY MH
RIM=839.08
INV.IN=820.77
INV.OUT=820.65

SANITARY MH
TOP EL= 832.23
INV.IN=821.12
INV.OUT=821.15

N/F
TDS CAPITAL TWO LLC
DB. 67836, PG. 63
PID: 09F-3900-0159-079-3

POINT OF BEGINNING
20' SANITARY
SEWER EASEMENT (A)
N=1322455.4311
E=2179347.9524

20' SANITARY SEWER EASEMENT "A"
AREA
35,750 SQ. FT.
(0.821 ACRES)

PROPOSED 50' WIDE CORRIDOR FOR THE NEW SAN SEWER ALIGNMENT
20' WIDE SANITARY SEWER EASEMENT

LAND LOT LINE
(APPROXIMATE LOCATION)

N/F
GEORGIA POWER COMPANY
OLD FAIRBURN RD
PID: 09F-3900-0160-077-4

LL 160
LL 159

L4 L5 L6

8 9 10 11 24 25 26 27 28 29 30

09/12/2025 | 12:53 PM EDT
Fulton County Government
Project #WRS25-025

ABBREVIATIONS

BM	=	BENCHMARK
CMP	=	CORRUGATED METAL PIPE
CONC	=	CONCRETE
DB	=	DEED BOOK
DIP	=	DUCTILE IRON PIPE
GDOT	=	GEORGIA DEPARTMENT OF TRANSPORTATION
HDPE	=	HIGH DENSITY POLYETHYLENE
HYD	=	HYDRANT
INV	=	INVERT
IRF	=	IRON ROD FOUND
LB	=	LICENSED BUSINESS
(M)	=	MEASURED
MH	=	MANHOLE
NAD	=	NORTH AMERICAN DATUM
NAVD	=	NORTH AMERICAN VERTICAL DATUM
PB	=	PLAT BOOK
PID	=	PARCEL IDENTIFICATION NUMBER
PK	=	PARKER - KALON
PVC	=	POLYVINYL CHLORIDE
(R)	=	RECORD
RCP	=	REINFORCED CONCRETE PIPE
RLS	=	REGISTERED LAND SURVEYOR
RTK	=	REAL-TIME KINEMATIC
R/W	=	RIGHT-OF-WAY
SSMH	=	SANITARY SEWER MANHOLE
SQ FT	=	SQUARE FEET
VRS	=	VIRTUAL REFERENCE STATION

811 Know what's below. Call before you dig.

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NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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MARIETTA, GEORGIA 30067
FIRM #10010140
SURVEY FILE #1218

LOCATED IN LAND LOTS 159 & 160 9F DISTRICT SOUTH FULTON COUNTY, GEORGIA

CLIENT
TDS BUILDERS.

SANITARY SEWER
LINE EASEMENTS "A", "B" & "C"
CROSSING THE ADJOINING PROPERTY
AND THE SUBJECT PROPERTY
OLD FAIRBURN ROAD
ATLANTA, GEORGIA 30349

DATE
AUGUST 18, 2025

1. UPDATE THE SANITARY SEWER EASEMENT (09-09-25)

REVISIONS

DWG. CRE | CH. CRE
P.M. KMK
CODE --
JOB 24007960
SHEET NO.
2 OF 2

FILE NAME: K:\24007960\DWG\Survey\Sanitary Sewer DWG\24007960 Old Fairburn-Prop-San-Sewer(R-3).dwg LAST SAVED BY: cedredge 9/9/2025 2:56 PM PLOTTED BY: Cyan Eldredge 9/9/2025 PAPER: ARCH D (36.00 X 24.00 INCHES) DEVICE: DWG TO PDF.PC3 PLOT STYLE: BASE-STANDARD.CTB

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0802 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Resolution approving a First Amendment to Lease Agreement between Fulton County, Georgia (Landlord) and the Georgia Department of Human Services (Tenant) to add 2,724 square feet of office space and increase the rental cost for the premises located at 5710 Stonewall Tell Road, College Park, Georgia; 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 to make modifications thereto prior to execution; and for other purposes.

Requirement for Board Action
Fulton County Code § 1-117 gives the Fulton County Board of Commissioners 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

Scope of Work: The Georgia Department of Human Services (DHS) currently rents office space at County-owned 5710 Stonewall Tell Road, College Park, Georgia. The DHS Division of Family and Children Services provides family and children support services from this centralized location

O.C.G.A. § 50-16-41 authorizes the Georgia State Properties Commission (SPC) to manage the utilization of administrative space by Georgia state entities.

The Fulton County Department of Real Estate and Asset Management (DREAM) received a request from the State Properties Commission (SPC) to amend the terms of the current lease agreement between the parties to include an additional 2,724 square feet of office space not included under the current lease agreement. The amendment adds the requested square footage and incorporates a proportional increase in monthly rental payments to be made by DHS to the County.

Approval of the Board of Commissioners is requested to formalize the amended rental terms of the Lease Agreement.

Community Impact: Approval by the Board of Commissioners to execute a First Amendment to Lease Agreement with the State Properties Commission will not adversely impact the community and will allow the Division of Family and Children Services to continue to provide their services from the current location.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the First Amendment to Lease Agreement between Fulton County and the State Properties Commission for the purpose of formalizing rental terms and extending occupancy.

Project Implications: The First Amendment to Lease Agreement between Fulton County and State Properties Commission is a revenue-producing lease agreement for the County. The monthly rental rate shall increase by the amount of $2,437.98 for a total fixed equal monthly rental of $87,968.56, beginning on the effective date and payable thereafter on the first (1st) day of every calendar month during which the additional square footage is leased.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

All rental revenue received during the rental term will be deposited into the General Fund

A RESOLUTION APPROVING A FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (LANDLORD) AND THE GEORGIA DEPARTMENT OF HUMAN SERVICES (TENANT) TO ADD 2,724 SQUARE FEET OF OFFICE SPACE AND INCREASE THE RENTAL COST FOR PREMISES AT 5710 STONEWALL TELL ROAD, COLLEGE PARK, GEORGIA; 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 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 Board of Commissioners approved (via Agenda Item 17-0925 on November 15, 2018) the execution of a Lease Agreement ("Lease") between Fulton County and the Georgia Department of Human Services ("DHS") for DHS's rental of 95,476 square feet of office space located at 5710 Stonewall Tell Road, College Park, Georgia ("Premises"), that DHS uses to provide social and protective health services in Fulton County; and

WHEREAS, the Premises does not include approximately 2,724 square feet of office space that the Fulton County Department of Health Services used during the COVID-19 pandemic for distribution of vaccines and public health information; and

WHEREAS, DHS submitted a request to the Fulton County Department of Real Estate and Asset Management ("DREAM") to amend the Lease to include the 2,724 square feet previously reserved for the Fulton County Department of Health Services within the Premises; and

WHEREAS, O.C.G.A. § 50-16-41 authorizes the Georgia State Properties Commission ("SPC") to manage the utilization of administrative space by Georgia state entities, such as DHS; and

WHEREAS, DREAM and the SPC have determined that amending the Lease to include the additional 2,724 square feet of office space through December 31, 2025, with two one (1) year renewal options, and to increase the monthly rental payments due under the Lease by $2,437.98 for a total fixed equal monthly rental of $87,968.56, is necessary for DHS's Department of Family and Children Services to continue to provide services at the Premises; and

WHEREAS, 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 First Amendment to Lease Agreement with the Georgia Department of Human Services ("DHS"), in substantially the form attached hereto as Exhibit A, for the purpose of DHS's Department of Family and Children Services continuing to provide social and protective health services at 5710 Stonewall Tell Road, College Park, Georgia.

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is hereby authorized to execute the First Amendment to Lease Agreement and any related documents.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the First Amendment to Lease Agreement and any related documents as to form,

and to make modifications thereto as are necessary to protect the interests of Fulton County, 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 _____, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Robert L. Pitts, Chairman (At Large)
Fulton County Board of Commissioners

ATTEST:

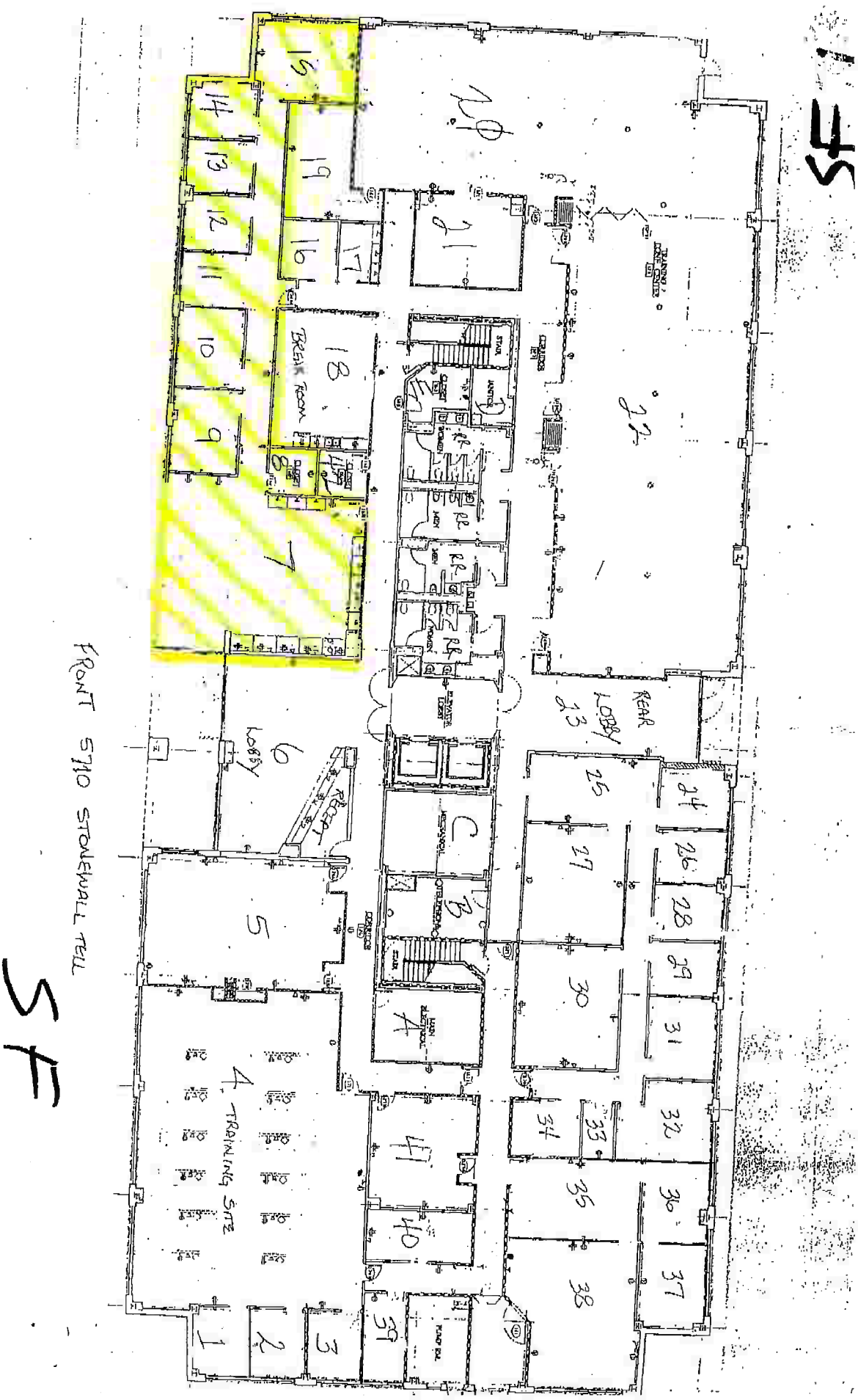
_____
Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

EXHIBIT A

FORM OF FIRST AMENDMENT TO LEASE AGREEMENT


FRONT 5710 STONEWALL TELL
SF
4
Break Room
Lobby
REAR LOBBY
TRAINING SITE
RR
A
B
C

STATE OF GEORGIA **Lease Agreement # 5834**
COUNTY OF FULTON **___ of _____Originals**

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT**, hereinafter referred to as "**Amendment**", is effective this _____day of _____, 2025 ("**Effective Date**") by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**Landlord**", and the **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, hereinafter referred to as "**Tenant**".

WITNESSETH THAT;

WHEREAS, Landlord and Tenant entered into that certain LEASE AGREEMENT dated **January 1, 2018** (hereinafter referred to as the "**Agreement**"), for the rental of the **Premises** more particularly described as follows:

Approximately **95,476 rentable square feet** of office space located at

5710 Stonewall Tell Road, Atlanta, Georgia 30303 (the "**Building**"); and

WHEREAS, an additional 2,724 square feet of office space ("**Additional Premises**") is available in the Building; and

WHEREAS, Tenant has requested use of the Additional Premises for temporary office space through December 31, 2025, with two one (1) year renewal options; and

WHEREAS, Tenant has agreed to pay additional rent as consideration for the lease of the Additional Premises; and

WHEREAS, Landlord and Tenant are mutually agreeable to the amendment of the Agreement to incorporate the Additional Premises through December 31, 2025, with two one (1) year renewal options, and to increase the monthly rent accordingly, as provided hereinafter.

NOW, THEREFORE, in consideration of the Premises, and of the covenants, agreements, provisions, terms, conditions, and stipulations herein agreed to be mutually kept and performed by Landlord and Tenant, the parties hereto agree to the following:

1. **Additional Premises.** To memorialize the inclusion of the Additional Premises, the language of Article I of the Agreement is hereby amended as follows, with new language added in **bold**:

ARTICLE I
PREMISES LEASED AND TENANT'S PERMITTED USE THEREOF

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the Parties hereto, does hereby this day, grant a lease for a period of ten (10) years to Tenant for those certain premises situated in Fulton County, Georgia, and being more particularly described as follows, to wit:

Approximately 95,476 rentable square feet of office space located at

5710 Stonewall Tell Road
Atlanta, Georgia 30303

The above-described Premises being shown and delineated on a drawing marked EXHIBIT A is attached hereto, incorporated in, and by this reference made a part of this Agreement.

Notwithstanding the above, during the one (1) year period ("Additional Premises Period") beginning on _____, 2025 ("Additional Premises Commencement Date") and continuing through December 31, 2025, the Premises shall also include:

An additional 2,724 square feet of office space located at
5710 Stonewall Tell Road
Atlanta, Georgia 30303

With such additional office space hereinafter referred to as the "Additional Premises," being shown and delineated on a drawing marked EXHIBIT A-1 attached hereto, incorporated in, and by this reference made a part of this Agreement. The Additional Premises will be subject to all the provisions of this Agreement during the Additional Premises Period (including any Additional Premises Renewal Periods exercised). At the expiration of the Additional Premises Period, or its earlier termination, Tenant will have no further interest in the Additional Premises, and the Premises under this Agreement shall revert and be limited to 95,476 rentable square feet shown and delineated on EXHIBIT A hereto.

Tenant may use the Common Area subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for any lawful business in the above-described Premises; however, any change in the nature of the business conducted in the Premises after the Commencement Date of the Agreement shall require the approved written consent of the Landlord, which shall not be unreasonably withheld.

2. **Additional Premises Termination**. To memorialize Tenant's option to terminate its lease of the Additional Premises, the language of Article II of the Agreement is hereby amended as follows, with new language added in **bold**:

ARTICLE II
TERM

This Agreement shall commence on January 1, 2018 (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on December 31, 2027 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the "Term." Notwithstanding anything in this Agreement to the contrary, pursuant to O.C.G.A. § 50-16-41, as amended, Tenant shall have the right to terminate this Agreement, without further obligation, if Tenant determines that adequate funds will not be available to satisfy Tenant's payment obligations under this Agreement. Subject to Landlord's rights under this AGREEMENT, Tenant's determination regarding the availability of funds to satisfy Tenant's payment obligations under this Agreement shall be conclusive and binding on all Parties. Tenant will use its best efforts to provide Landlord no less than one-hundred twenty (120) days written notice of its intent terminate this Agreement

pursuant this Article II. **Tenant shall also have the right to terminate ONLY the Additional Premises Period under this Agreement with thirty (30) days' prior written notice to Landlord, without having any effect or modification of the remainder of this Agreement, its Term, or the Premises.**

3. **Additional Premises Renewal Option.** To memorialize Tenant's option to renew its lease of the Additional Premises, the language of Article III of the Agreement is hereby amended as follows, with new language added in **bold**:

ARTICLE III
OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND THE TERM OF THIS AGREEMENT

Landlord will grant the Tenant a Renewal Option for the period of ten (10) years for the Premises provided that the Tenant provides said notice of its intent to do so later that one (1) year prior to the expiration of the original term and no later than January 4, 2027. Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the mentality rental rate for said Renewal Option.

Notwithstanding the above, Landlord will grant the Tenant two Additional Premises Renewal Options for a period of one (1) year each, from January 1 through December 31 of the applicable calendar year (each an "Additional Premises Renewal Period") for the Additional Premises so long as the Tenant provides notice of its intent to exercise a renewal option so later than thirty (30) days prior to the expiration of the Additional Premises Period. Said Additional Premises Renewal Options, if exercised, shall be upon the same Provisions as set forth herein and included in the definition of the Additional Premises Period.

4. **Additional Rent.** To memorialize the increased rent due to the inclusion of the Additional Premises, the language of Article IV of the Agreement is hereby amended as follows, with new language added in **bold**:

ARTICLE IV
FIXED RENTAL

For the use and rent of the Premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, the total fixed equal monthly rental of Eighty-Five Thousand Five Hundred Thirty and 58/100 Dollars ($85,530.58) (hereinafter "Fixed Rental"), beginning on the Commencement Date, and payable thereafter on the first (1st) day of each and every calendar month during the said Term, being at the rate of One Million Twenty-Six Thousand Three Hundred Seventy-Six and No/100 Dollars ($1,026,376.00) per annum.

Notwithstanding the above, for the duration of the Additional Premises Period, the Fixed Rent shall increase by the amount of Two Thousand Four Hundred Thirty-Seven and 98/100 Dollars ($2,437.98) for a total fixed equal monthly rental of $87,968.56, beginning on the Additional Premises Commencement Date, and payable thereafter on the first (1st) day of each and every calendar month during the Additional Premises Period. At the expiration of the Additional Premises Period, the Fixed Rent shall revert to the prior Fixed Rent amount of Eighty-Five Thousand Five Hundred

Thirty and 58/100 Dollars ($85,530.58).

5. **Exhibit A-1.** The Agreement is hereby amended to attach Exhibit A-1 (as attached hereto), with such Exhibit A-1 incorporated fully by reference into the Agreement.

6. Parties also agree that all provisions related to the expiration or termination of the Agreement shall apply to the Additional Premises upon expiration of the Additional Premises Period, including but not limited to: ARTICLE V, Subsection 17. *Holding Over*; ARTICLE V, Subsection 27. *Removal of Improvements, Erections, Additions and Alterations Made by the Tenant*; Subsection 28. *Removal of Fixtures, etc. by the Tenant*; and ARTICLE V, Subsection 34. *Surrender of the Premises*.

5. **Entire Agreement.** Except as expressly modified by this Amendment, 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 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.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto signed, sealed, and delivered this Amendment in duplicate original on the day, month, and year first above written, each of the Parties keeping one of the duplicate originals.

LANDLORD:

FULTON COUNTY, GEORGIA

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

Attest: _____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

[Signatures continue on following page.]

TENANT:

Signed, sealed, and delivered
as to Tenant in the presence of:

STATE PROPERTIES COMMISSION

_____
Unofficial Witness

By: _____

Name: _____

_____
Notary Public
My Commission Expires:

Title: _____

(Affix and Impress
Notary Public Seal Here)

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0803 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Resolution approving a Right of Access License and Maintenance Agreement between Fulton County, Georgia (Licensor) and the City of Atlanta (Licensee) to grant the City of Atlanta access to, and confirm its maintenance responsibilities for, the pocket park located at 0 Fort Extension Street, Atlanta, Georgia, formally known as Dobbs Plaza; authorizing the Chairman to execute the License and Maintenance Agreement and related documents; authorizing the County Attorney to approve the License and Maintenance Agreement and related documents as to form and to make necessary modifications thereto prior to execution; and for other purposes.

Requirement for Board Action
Fulton County Code § 1-117 gives the Fulton County Board of Commissioners 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

Scope of Work: The Fulton County Department of Real Estate and Asset Management (DREAM) received a request from the City of Atlanta Parks and Recreation Department for legal access to

County-owned property at 0 Fort Extension Street Atlanta, Georgia, formally known as Dobbs Plaza. The subject property is presently in use as a pocket park for residents and visitors to the city of Atlanta, and the City requested access to complete ongoing maintenance of the park.

DREAM and the City of Atlanta have negotiated mutually acceptable terms for a Right of Access License and Maintenance Agreement that will formalize the City of Atlanta's permitted access and maintenance responsibilities.

Approval of the Fulton County Board of Commissioners is being requested to grant access for an initial term of ten (10) years from the effective date of the Agreement with one ten (10) year renewal option

Community Impact: Approval by the Board of Commissioners to execute this Right of Access License and Maintenance Agreement with the City of Atlanta for Dobbs Plaza will not adversely impact the community and will allow the City of Atlanta Parks and Recreation Department to continue to provide landscaping and maintenance services for the pocket park onsite.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the Right of Access License and Maintenance Agreement between Fulton County and the City of Atlanta for the purpose of formalizing terms of access for the City of Atlanta to complete all required maintenance and requested use of Dobbs Plaza.

Project Implications: Dobbs Plaza is a pocket park within the historic Auburn Ave community, pending approval of the Right of Access License and Maintenance Agreement the City of Atlanta will provide ongoing maintenance of the pocket park at no cost to Fulton County.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Approval of the Right of Access License and Maintenance Agreement does not involve the payment or the receipt of funds.

A RESOLUTION APPROVING A RIGHT OF ACCESS LICENSE AND MAINTENANCE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (LICENSOR) AND THE CITY OF ATLANTA (LICENSEE) TO GRANT THE CITY OF ATLANTA ACCESS TO, AND CONFIRM ITS MAINTENANCE RESPONSIBILITIES FOR, THE POCKET PARK LOCATED AT 0 FORT EXTENSION STREET, ATLANTA, GEORGIA, FORMALLY KNOWN AS DOBBS PLAZA; AUTHORIZING THE CHAIRMAN TO EXECUTE THE LICENSE AND MAINTENANCE AGREEMENT AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE LICENSE AND MAINTENANCE AGREEMENT AND RELATED DOCUMENTS AS TO FORM AND TO MAKE NECESSARY MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County, Georgia ("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 City of Atlanta ("City") contacted the Department of Real Estate and Asset Management ("DREAM") requesting access to maintain County-owned property presently used as a pocket park honoring John Wesley Dobbs, formally known as Dobbs Plaza ("Dobbs Plaza"), located 0 Fort Extension Street, Atlanta, Georgia, Tax Parcel ID 14 004600102506, and as depicted in Exhibit A, attached hereto; and

WHEREAS, DREAM and the City determined that a formal agreement is required to grant long-term access for the City's use and maintenance of Dobbs Plaza and the onsite improvements; and

WHEREAS, DREAM and the City have negotiated mutually acceptable terms for a Right of Access License and Maintenance Agreement to grant the City access to, and confirm the City's maintenance responsibilities for, Dobbs Plaza for a period of ten (10) years, with one ten (10) year renewal option; and

WHEREAS, DREAM recommends approval of the Right of Access License and Maintenance Agreement with the City for Dobbs Plaza; and

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

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Fulton County, Georgia, hereby approves Fulton County granting the City of Atlanta formal access rights for the use of and to maintain the landscaping and onsite improvements on County-owned property located 0 Fort Extension Street, Atlanta, Georgia, Tax Parcel ID 14 004600102506, formally known as Dobbs Plaza, via the Right of Access License and Maintenance Agreement in substantially the form attached hereto as Exhibit B.

BE IT FURTHER RESOLVED, that the Chairman of Fulton County Board of Commissioners is authorized and directed to execute and deliver the Right of Access License and Maintenance Agreement and related documents to the City of Atlanta.

BE IT FURTHER RESOLVED, that prior to execution of the Right of Access License and Maintenance Agreement and any related documents, the County Attorney shall approve the documents as to form and make any necessary changes thereto to protect the County's interests.

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 such conflict.

SO PASSED AND ADOPTED, this ____ day of _____2025.

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

ATTEST:

_____
Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

EXHIBIT A

Auburn Ave NE
14 004600101383
14 004600101391
14 004600102506

EXHIBIT B

FORM OF
RIGHT OF ACCESS LICENSE AND MAINTENANCE AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

RIGHT OF ACCESS LICENSE AND MAINTENANCE AGREEMENT

This Right of Access License and Maintenance Agreement ("License and Maintenance Agreement") is made and entered into as of the last date of execution by a signatory to this License and Maintenance Agreement (the "Effective Date"), by and between **FULTON COUNTY, GEORGIA** ("Licensor") and the **CITY OF ATLANTA** ("Licensee"), individually a "Party" and jointly the "Parties".

WHEREAS, Licensor owns certain real property located at 0 Fort Extension Street, with Tax Parcel ID 14 004600102506, and as depicted in Exhibit A, attached hereto (the "Property"); and

WHEREAS, the Property sits at the corner of Auburn Avenue, NE and Fort Street, NE, Atlanta, Georgia and includes paved and landscaped areas accessible to the public, as well as a sculpture in honor of John Wesley Dobbs (collectively, the "Plaza"); and

WHEREAS, Licensee has requested access to the Property from Licensor in order to allow Licensee to maintain the Plaza and use it as an event programming space (the "Purpose"); and

WHEREAS, Licensee has requested such access be permitted for the shorter of 10 years, or until either Party desires to terminate it; and

WHEREAS, Licensor and Licensee have determined that a right of access license and maintenance agreement is needed to allow Licensee, its agents, employees, and contractors to access the Property for the Purpose stated herein for the period requested; and

WHEREAS, Licensor is agreeable to granting Licensee access to the Property for the Purpose identified herein; and

WHEREAS, the Georgia Constitution provides, in Article IX, Sec. III, Ph. I, subparagraph I, subparagraph (a), that any county or municipality of the State may contract for any period less than 50 years, with each other for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Licensor desires to grant Licensee a non-exclusive temporary license and maintenance rights (hereinafter, the "License") as is detailed below in this License and Maintenance Agreement for such Purpose.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this License and Maintenance Agreement, the Parties do hereby

agree as follows:

1.

GRANT OF LICENSE

Licensor hereby grants to Licensee and its employees, agents, and contractors, and Licensee hereby accepts from Licensor, a License to access the Property solely for the Purpose hereinafter outlined 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 and Maintenance Agreement. This Paragraph shall survive the expiration or earlier termination of this License and Maintenance Agreement.

2.

USE OF LICENSE

At its sole cost, expense, risk, and responsibility, Licensee shall be permitted access onto the Property for purposes of maintenance activities and as an event programming space for Licensee's programs, which use shall be limited to the scope set forth in the definition of "Purpose" as described herein and which use shall be non-exclusive. Purpose is defined herein as the granting of this License to the Licensee to access to the Property for (1) maintenance of the Property, including the cutting of grass, maintenance of landscaping, clearing debris and garbage, maintaining and restoring the sculpture and improvements located therein, and (2) use as an event programming space for Licensee events. Unless properly permitted by all applicable authorities, Licensee agrees that no alcohol shall be served, distributed, or consumed during any Licensee events or use of the Property.

Licensor retains the right to temporarily use or occupy all or a portion of the Property, and shall give 15 days' prior written notice to Licensee of any use or occupation. If Licensor's planned use of the Property or any adjacent property conflicts with a planned Licensee event or program, Parties agree to work together in good faith to reschedule or relocate either planned event or use to avoid such conflict. If the Parties are unable to reschedule or relocate an event, the first scheduled event shall be the event permitted to use or occupy the Property.

Licensee shall not make any change to the Property, and this License shall not be construed to permit Licensee to engage in any projects or work on the Property, except as allowed for the Purpose. The Purpose, as set forth in this License and Maintenance Agreement can only be modified by mutual written consent of the Parties.

3.

DURATION

This License shall remain in effect until the earlier of: (i) either Party providing the other Party with 30 days' written notice of its election to terminate this License and Maintenance Agreement, or (ii) ten (10) years from the Effective Date of this License and Maintenance Agreement, with one ten (10) year renewal option exercisable upon at least 60 days' notice from Licensee and approval by the governing body of Licensor.

4.

INTEREST

Licensee hereby acknowledges that by making, executing, and delivering this License and Maintenance 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

Licensor may, by written notice to Licensee, suspend some or all of the access provided by this License and Maintenance Agreement as required for necessary emergency access to the Property. Upon receipt of a suspension notice, Licensee must immediately vacate 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 and Maintenance Agreement. During the period of any suspension, Licensor shall be solely responsible for all maintenance of the Property.

6.

MAINTENANCE AND RESTORATION OF DAMAGE TO THE PROPERTY

During the permitted usage period, Licensee shall be responsible for cleaning, maintaining, repairing, and removing any hazards from the Property. Licensee will promptly repair or remove any hazard upon the Property, or erect tape and cones to prevent the public's access of the hazard, within 24 hours of its knowledge of such damage or hazard, unless a written extension is granted by Licensor. In the event that the Licensee's use results in any physical damage to the Property, Licensee hereby agrees that within a reasonable time (not to exceed 30 days, unless such task is not capable of being completed within such period of said damage and said damage is not a hazard, or unless Licensor provides an extension in writing, which shall not be unreasonably withheld), 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**.** Licensee shall require that any contractor retained by Licensee to perform any repair or restoration work shall have adequate insurance and also name Fulton County as insured. Licensee shall promptly satisfy or bond off any liens placed upon the Property as a result of any work performed as part of the Purpose.

7.

ASSIGNMENT OR TRANSFER

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

8.

LIABILITY

It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this License and Maintenance Agreement or that stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to its officials, officers and employees**.** The Licensee shall ensure that any contractor or vendor retained or selected to provide services related to the Purpose contemplated in this License and Maintenance 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 and/or damage, irrespective of the Licensor's negligence (except that no Party shall be indemnified for their own sole or gross negligence). Further, the Licensee shall ensure that any contractor or vendor retained by Licensee whose work is alleged to have caused injury to an indemnified party, if requested, shall 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. Licensee shall ensure that the provisions of this Paragraph 8 are included in all contracts and subcontracts.

9.

INSURANCE

Licensee shall provide and maintain liability insurance, or self-insure or self-fund where applicable, in accordance with the amounts set forth in Exhibit **"**B**"**, attached hereto and incorporated by reference, covering its employees, agents or contractors for the duration of the License. In the alternative, Licensee as a municipality may self-fund for its workers' compensation, automobile liability and general and excess liability coverages for its activities on the Property or any property surrounding the Property in conducting the

activities authorized by this License and Maintenance Agreement. Licensee shall provide and maintain a certificate of liability insurance or certification of self-insurance covering its employees, agents or contractors for the duration of the License. In addition, Licensee shall ensure that any contractor obtains and maintains sufficient insurance to cover the Project in accordance with Exhibit "B", includes Licensor as an additional insured, and presents a certificate of insurance demonstrating the required coverage to Licensor upon request.

10.

NOTICES

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

To the Licensee:

City of Atlanta
Department of Parks & Recreation
160 Trinity Avenue
Atlanta, Georgia 30303
Attn: Commissioner

With a copies to:

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

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

To the Licensor:

Fulton County, Georgia
Department of Real Estate and Asset Management
141 Pryor Street, Suite G1119
Atlanta, Georgia 30303
Attention: Director

With a copy to:

Fulton County, Georgia
Office of the County Attorney
141 Pryor Road SW, Suite 4038

Atlanta, Georgia 30303
Attention: County Attorney

Fulton County, Georgia
Department of Real Estate and Asset Management
141 Pryor Street Suite 8021
Atlanta, Georgia 30303
Attention: Land Administrator

11.

NO THIRD-PARTY BENEFICIARIES

This License and Maintenance 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 and Maintenance Agreement or otherwise entitled to enforce the terms of this License and Maintenance Agreement for any reason whatsoever.

12.

GENERAL PROVISIONS

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

12.2 No failure of either Party hereto to exercise any right or power granted under this License and Maintenance Agreement, or to insist upon strict compliance by the other Party with this License and Maintenance Agreement and terms and conditions of this License and Maintenance 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 and Maintenance Agreement.

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

12.4 Should any provision of this License and Maintenance 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.

12.5 This License and Maintenance Agreement may be executed in two (2) 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.

12.6 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.

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

12.8 This License and Maintenance 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 and Maintenance Agreement. No modification of or amendment to this License and Maintenance 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.

[Continued 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

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

Date: _____

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

[Signatures Continued on Following Page]

LICENSEE:

CITY OF ATLANTA, GEORGIA

_____
Date: _____

APPROVED AS TO FORM:

_____
Patrick O'Connor
Division Chief, Land Use & Real Estate
Department of Law

EXHIBIT A

THE PROPERTY

EXHIBIT B

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

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0804 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a Resolution approving a Right of Access License Agreement between the Georgia Department of Human Services, Division of Family & Children Services (DFCS, Licensee) and Fulton County, Georgia (Licensor), for DFCS to use County-owned property located at 515 Fairburn Road, Atlanta, Georgia, for the collection and distribution of care packages for families in need during the 2025 holiday season; authorizing the Chairman to execute the License Agreement; authorizing the County Attorney to approve the License Agreement as to form and to make any modifications thereto prior to execution; and for other purposes.

Requirement for Board Action
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

Scope of Work: The Georgia Department of Human Services, Division of Family & Children Services, has requested the Fulton County Board of Commissioners' permission to use County-

owned real property located at 515 Fairburn Road, Atlanta, Georgia, as the location for its 2025 toy distribution for economically disadvantaged children and families. The facility was previously leased to the State Properties Commission and is currently vacant, pending repurpose by the Department of Real Estate and Asset Management.

Approval of the Board of Commissioners is requested to formalize the rental terms of the License Agreement.

Community Impact: The approval of this agenda item will not have any impact on the residents of this community and will provide easy access for County residents requiring economic assistance and assistance purchasing toys for their children during the holiday season.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the resolution to enter into a License Agreement with the Georgia Department of Human Services, Division of Family & Children Services, for the purpose of granting access to County-owned real property located at 515 Fairburn Road, Atlanta, Georgia through December 31, 2025.

Project Implications: The Fulton County Board of Commissioners' approval of the resolution to execute a License Agreement with the Georgia Department of Human Services, Division of Family & Children Services will allow a state social service agency to temporarily provide community services from a County-owned facility during the holiday season.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Agenda Item approval request does not involve the payment or receiving of funds.

RIGHT OF ACCESS LICENSE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

THIS RIGHT OF ACCESS LICENSE AGREEMENT ("Agreement") is made and entered into by and between Fulton County, a political subdivision of the State of Georgia (referred to herein as "Licensor") and the Georgia Department of Human Services, for and on behalf of its Division of Family and Children Services in Fulton County (referred to herein as "Licensee") (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Licensee is located at 2 Peachtree Street NW, Suite 18-486, Atlanta, GA 30303, and is an agency of the State of Georgia; and

WHEREAS, Licensee's mission is to promote healthy family relationships and provide assistance to Georgia families, children, and residents that have expressed a need for assistance; and

WHEREAS, in furtherance of this mission, Licensee collects care packages and toys each year during the holiday season to distribute to economically disadvantaged families within the community; and

WHEREAS, Licensor owns certain real property located at 515 Fairburn Road, Atlanta, Georgia, consisting of 98,200 square feet of office space (hereinafter, "Premises", and as further depicted in Exhibit A, attached hereto and incorporated herein by reference); and

WHEREAS, Licensee desires to utilize the Premises to store, assemble, and distribute care packages and toys to families in need during the holiday season; and

WHEREAS, 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; and

WHEREAS, the Parties deem it to be in the best interest of both Parties to enter into this Right of Access License Agreement to allow Licensee to store, assemble and distribute toys and care packages to serve families in need during the holiday season.

NOW THEREFORE, in consideration of the mutual benefits to inure to both Parties, it is hereby agreed as follows:

1.

GRANT AND TERM OF LICENSE

Licensor hereby grants the Fulton County branch of Licensee this right of access license for the Premises for a period beginning the date of last signature hereto and ending on December 31, 2025 ("Term"). The Term shall not extend beyond midnight on December 31, 2025, unless otherwise extended by the Parties' mutual written consent .

2.

RIGHT OF ACCESS AND USE OF THE LICENSE

Licensee, along with any of its agents, has the right to use the Premises in accordance with the terms and conditions of this Agreement for the purpose of receiving, assembling, and distributing care packages and toys for economically disadvantaged families. Licensee shall comply with all applicable state, local, and federal laws, regulations, policies, and procedures in its use of the Premises. Under no circumstances shall Licensee knowingly permit illegal activities to occur in conjunction with the use of the Premises subject to this Agreement.

3.

MAINTENANCE

Licensor shall perform routine maintenance to the Premises as the need arises, which shall include but not limited to janitorial services or any other maintenance services as may be required for the intended operational use.

4.

DEFAULT; CURE; TERMINATION OF AGREEMENT

If either party violates any of its obligations under this Agreement, the non-violating party will provide a written request for correction to the violating party, which shall correct the violation within ten (10) days of its receipt of the request. If the violating party has not substantially corrected the noted breach, the non-violating party, at its option, may terminate this Agreement

immediately, and Licensee shall remove all property located inside the Premises within ten (10) days of receiving or providing such written notice of termination of the Agreement.

Either Party may terminate the Agreement for convenience or any other reason with fifteen (15) days' written notice to the other Party. Licensee shall remove all of its property located within the subject property within ten (10) days of receiving or providing such written notice of termination of this Agreement. Upon termination of this Agreement for any reason, Licensee and its agents shall have the right to remove any and all movable property and equipment which they have furnished or installed on the Premises, provided that Licensee shall repair any and all damages to the Premises caused by such installation or removal.

5.

LIABILITY

Licensee shall be responsible and liable for any claim or cause of action of any nature arising from the actions of omissions of its officers, agents, employees, vendors, contractors, or invitees in connection with this Agreement, including but not limited to injury to person or property on or about the Premises. Lessor shall bear no responsibility or liability for any claim or cause of action in connection with Licensee's use of the Premises.

6.

INSURANCE

Licensee shall furnish Licensor with certificates of insurance coverages or other acceptable evidence that such insurance is in effect throughout the Term as stipulated in Exhibit B attached hereto and incorporated herein by reference. Licensee shall also be permitted to self-fund required coverage.

7.

NOTICES

All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or certified U.S. mail, return receipt requested, or by UPS Next Day Air Note or overnight courier, or by hand delivery with signature of recipient required by reputable courier, to each party at the addresses set forth below. The day upon which such notice is hand delivered or mailed shall be deemed the date of service of such notice.

To Fulton County:

Fulton County Manager
141 Pryor Street
Atlanta, Georgia 30303
Attention: Richard "Dick" Anderson

With a copy to:

Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
Attention: Attorney for DREAM

Department of Real Estate and Asset Management
141 Pryor Street, SW
Atlanta Georgia 30303
Attention: Michael Graham, Land Administrator

John W. Adams
Administrator, DREAM Building & Grounds
Department of Real Estate & Asset Management
141 Pryor Street, Suite G119
Atlanta, GA 30303
Email: johnw.adams@fultoncountyga.gov
Office: 404-612-3771
Cell: 678-362-1783

To: Georgia Department of Human Services:

270 Washington Street, Suite 2-129
Atlanta, Georgia 30334
C/O State Properties Commission

8.

MISCELLANEOUS

A. 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 Agreement.

B. No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and terms and conditions of this 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 Agreement.

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

D. Should any provision of this 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 than an instrument is to be construed more strictly against the party who prepared the same.

E. This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original or of equal dignity with the other and which is deemed one and the same instrument as the other.

F. 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 Premises or the condition or suitability thereof for Licensee's purpose.

G. 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 within, on or around the Premises.

H. This Agreement supersedes all prior negotiations, discussions, statements and constitutes the full, complete and entire agreement between the Parties with respect to Licensor's Premises for Licensee's use thereof. No member, officer, employee, representative or agent of Licensor or Licensee has the 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 Agreement. No modification of or amendment to this 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.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2025.

LICENSOR:

Fulton County, Georgia

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

ATTEST:

_____
Tonya R. Grier
Interim Clerk to the Commission

Approved as to Form:

_____
Y. Soo Jo, County Attorney

LICENSEE:

The Department of Human Services,
Division of Family and Children Services
c/o STATE PROPERTIES COMMISSION

By: _____

Exhibit A

Description of Property

[*See attached*]

Exhibit B

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

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

A RESOLUTION APPROVING A RIGHT OF ACCESS LICENSE AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES (DFCS, LICENSEE), AND FULTON COUNTY, GEORGIA (LICENSOR), FOR DFCS TO USE COUNTY-OWNED PROPERTY FOR THE COLLECTION AND DISTRIBUTION OF CARE PACKAGES FOR FAMILIES IN NEED DURING THE 2025 HOLIDAY SEASON; AUTHORIZING THE CHAIRMAN TO EXECUTE THE LICENSE AGREEMENT; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE LICENSE AGREEMENT 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 Georgia Department of Human Services, Division of Family and Children Services ("DFCS"), located at 2 Peachtree Street NW, Suite 18-486, Atlanta, Georgia 30303, is an agency of the State of Georgia; and

WHEREAS, O.C.G.A. § 50-16-41 authorizes the Georgia State Properties Commission ("SPC") to manage the utilization of administrative space by state entities, such as DHS; and

WHEREAS, DFCS's mission is to promote healthy family relationships and provide assistance to those families, children and residents that have expressed a need for assistance; and

WHEREAS, in furtherance of this mission, DFCS collects and distributes care packages and toys each year during the holiday season for economically disadvantaged families within the community; and

WHEREAS, Fulton County owns certain real property located at 515 Fairburn Road, Atlanta, Georgia consisting of 98,200 square feet; and

WHEREAS, DFCS desires to utilize the Premises to store, assemble, and distribute toys and care packages to families in need during the holiday season; and

WHEREAS, the Fulton County Department of Real Estate and Asset Management and the SPC determined that executing a Right of Access License Agreement to formalize the terms for DFCS to occupy the Premises through December 31, 2025, is consistent with County policy and goals; and

WHEREAS, 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; and

WHEREAS, the Fulton County Board of Commissioners deems it to be in the best interest of its citizens to enter into a Right of Access License Agreement to allow DFCS to store, assemble, and distribute care packages and toys to serve families in need during the upcoming holiday season.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby authorizes Fulton County to enter into a Right of Access License Agreement with DFCS and/or the SPC for use of County-owned real property located at 515 Fairburn Road Atlanta, Georgia, for the purposes of storing, assembling, and distributing care packages and toys to serve families in need during the holiday season.

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute a Right of Access License Agreement, in substantially the form as attached hereto as Exhibit A with DFCS and/or the SPC.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the Right of Access License 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_____, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Moraima Ivory
Commissioner (District 4)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

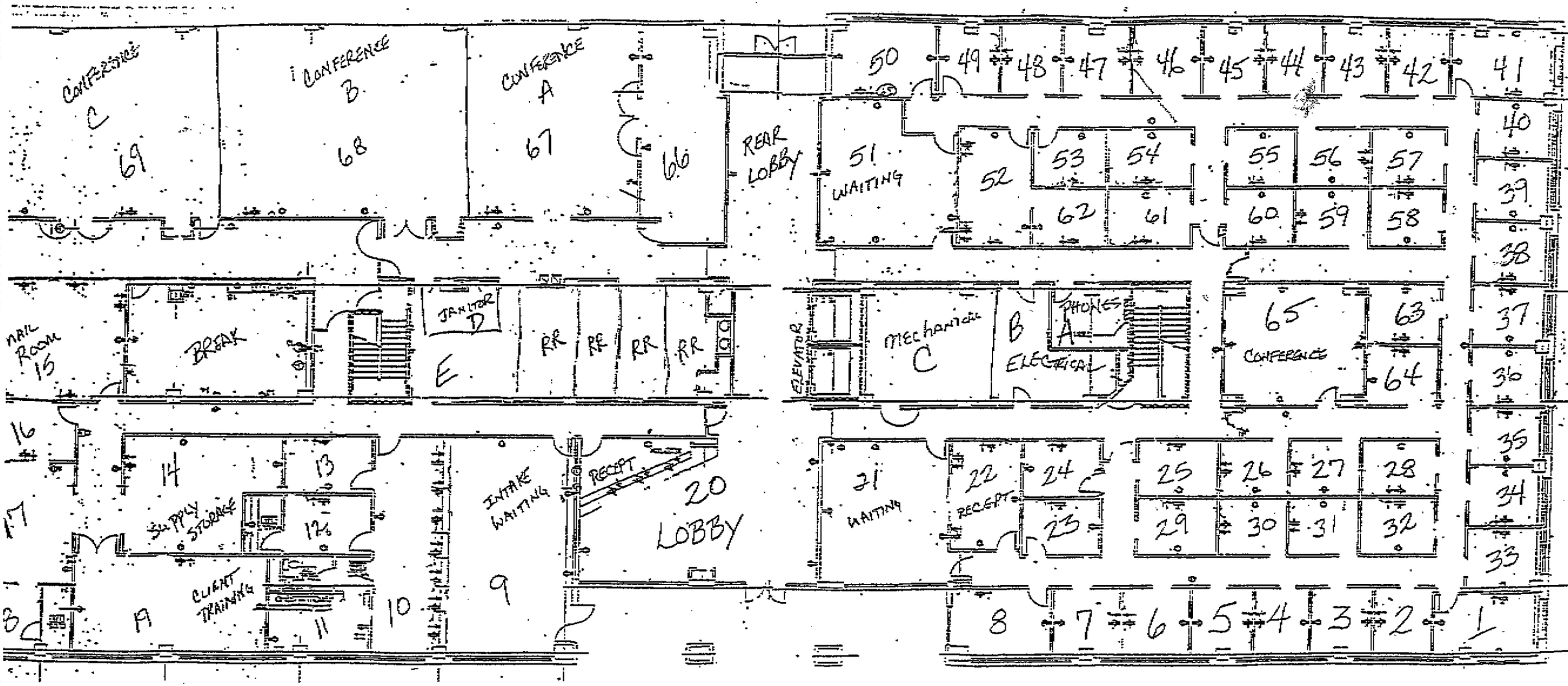
_____
Y. Soo Jo, County Attorney

EXHIBIT A

Form of Right of Access License Agreement

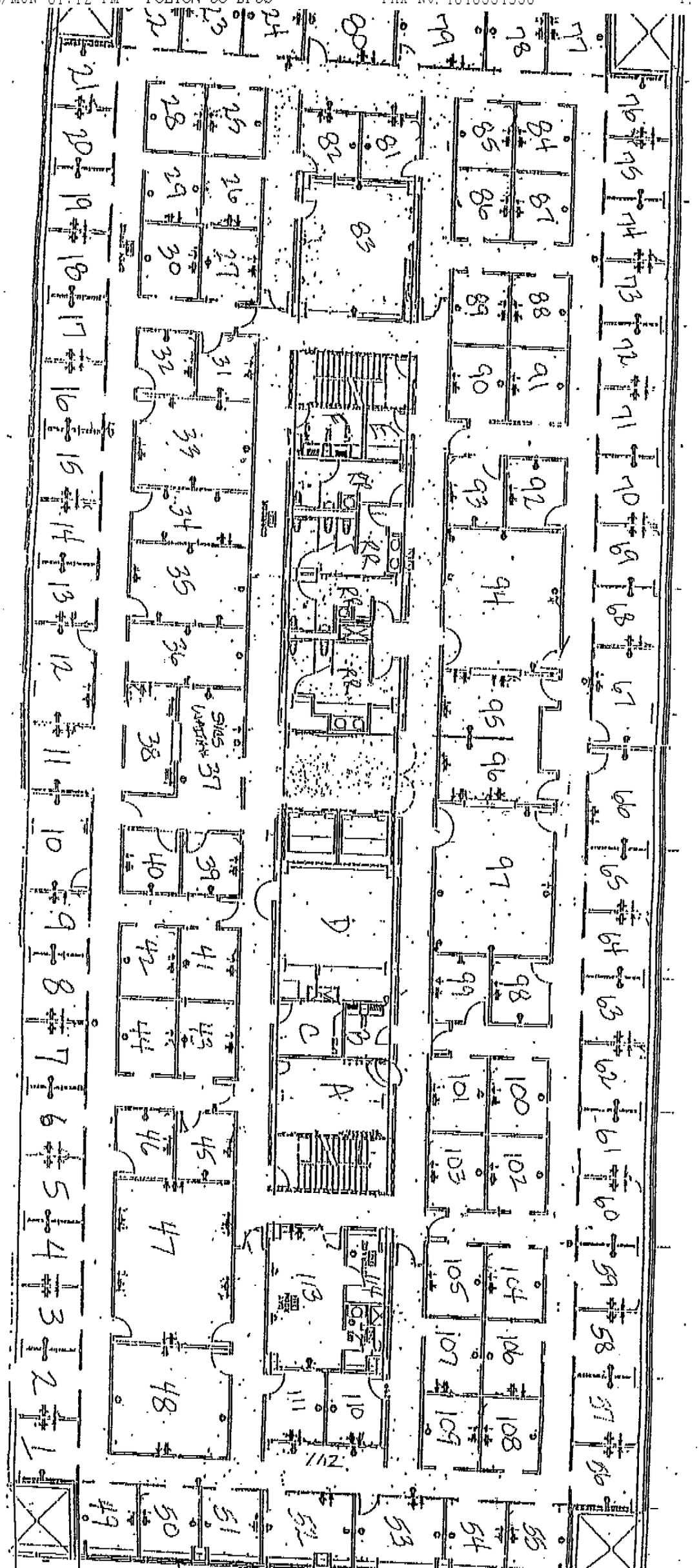
[See attached]

JAN/11/2016/MON 01:11 PM FULTON CO DFCS FAX No. 4046994398 P. 001/004



515 FAIRBURN RD SW

FRONT 1


515 7
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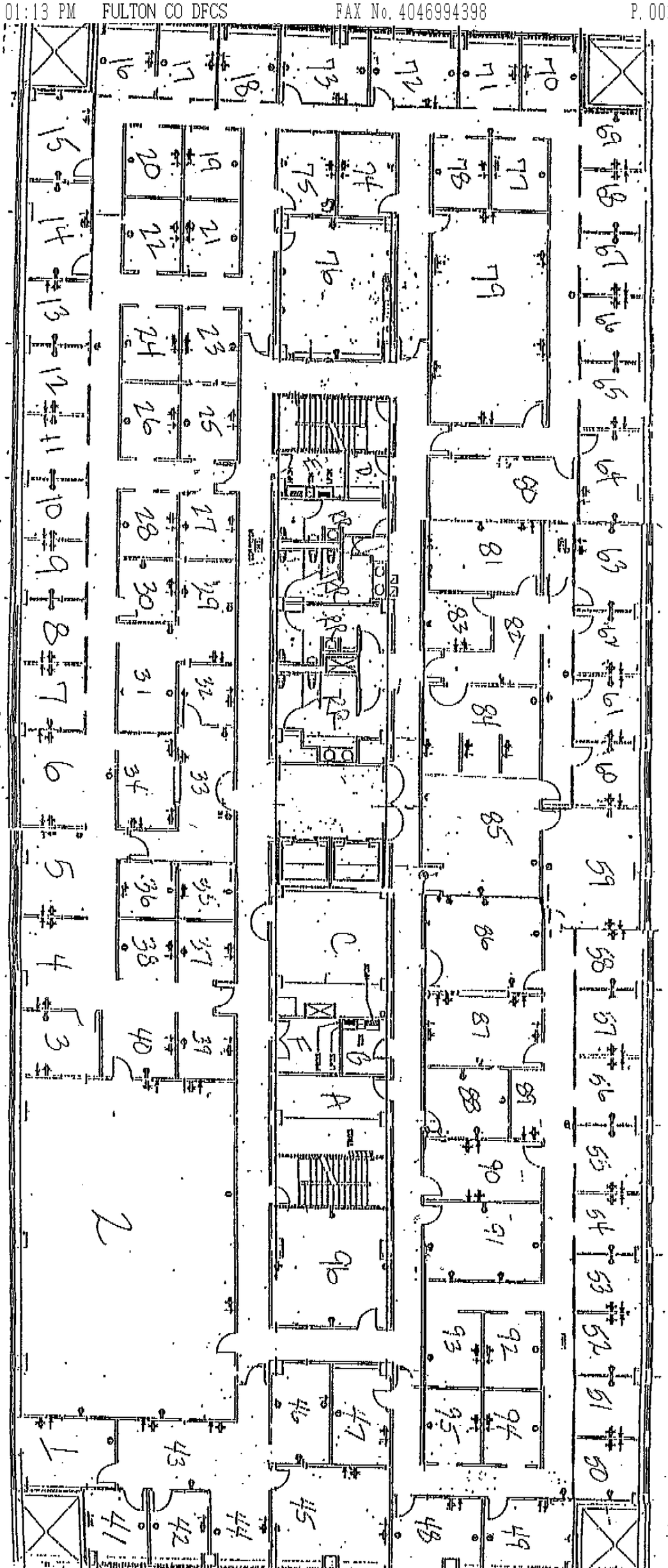

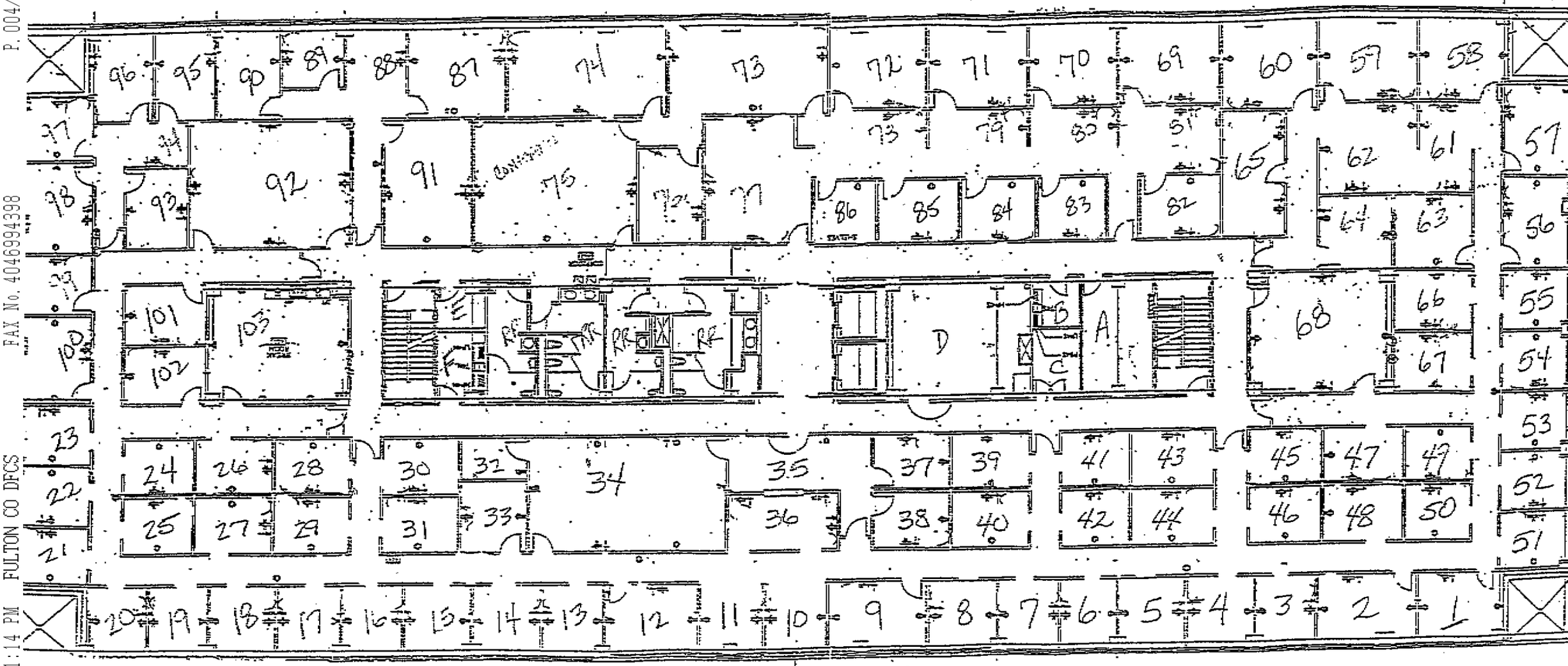
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0805 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval to renew an existing contract - Department of Real Estate and Asset Management, 25ITB1319064C-GS, Uninterrupted Power Supply (UPS) System Maintenance Services in an amount not to exceed $112,900.00 with Levonne Industries, LLC (Atlanta, GA), to provide standby on -site preventative and full-service maintenance services for uninterrupted power supply systems for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action
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
Open and Responsible Government

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

Is this a purchasing item?
Yes

Summary & Background This contract furnishes all parts, labor, materials, equipment, transportation, and appurtenances necessary to provide standby on-site preventive and full-service maintenance for uninterrupted power supply systems for Fulton County for FY2026.

Scope of Work: The Scope of Work include, but is not limited to the following:

A. Required Services:

1. Repair and Emergency Services
2. Preventive Maintenance Services
3. Check Batteries
4. Converter Panel
5. Battery Replacement
6. Generator and UPS Annual Testing Services

B. Repair and Emergency Services:

1. The price quoted for the services must include cost of replacement parts and labor charges for the repair services. Repairs resulting from vandalism or theft will be considered outside the price quoted. Such repairs must be completed by the bidder, but such repairs will be compensated based on parts and labor cost.

2. The scope of work also includes replacement of components as required in normal industry practices for maintaining the reliability of installation, even if such components do not fail during the maintenance period. Components including, but not limited to, electronic filters, fans etc. fall under this category.

3. The Scope of Work also includes the replacement, when required, of the batteries with the two UPS systems in the Data Center on the 9th floor at 141 Pryor Street, Atlanta, GA 30303, Justice Tower at 185 Central Avenue, Atlanta GA 30303, and UPS systems in the 911 Center.

Community Impact: None that the Department is aware of.

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

This is a time and material contract in which $33,000 of the requested spending authority will be used by Fulton County IT for the replacement of existing UPS batteries that have reached the end of their useful life.

Project Implications: This UPS maintenance contract will allow the County to ensure continuity of operations in the event of a main power failure.

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

Department Issues/Concerns: If not approved, DREAM will not have the ability to address UPS maintenance needs.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount

Original Award Amount	25-0522	7/9/2025	$112,900.00
1st Renewal			**$112,900.00**
Total Revised Amount			$225,800.00

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

Contract Value: **$112,900.00**

Prime Vendor: **Levonne Industries, LLC**
Prime Status: **African American Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$22,580.00 or 20.00%**

Subcontractor: **D & S Electric**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Decatur, GA**
County: **DeKalb County**
Subcontractor Value: **$90,320.00 or 80.00%**

Total Contract Value: **$112,900.00 or 100.00%**
Total Certified Value: **$112,900.00 or 100.00%**

Exhibits Attached

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

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: $112,900.00
Previous Adjustments: $0.00
This Request: $112,900.00

TOTAL: $225,800.00

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- $79,900.00 “Subject to availability of funding adopted for FY2026 by BOC”

Funding Line 2:

100-220-2203-1113: General, Information Technology, Software License- $33,000.00 “Subject to availability of funding adopted for FY2026 by BOC”

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O renewal option remains

Overall Contractor Performance Rating:
CPR Memo- Levonne Industries, LLC

Would you select/recommend this vendor again?
Yes

Report Period Start: **N/A**

Report Period End: **N/A**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 25ITB1319064C-GS

BID/RFP# TITLE: Uninterrupted Power Supply (UPS) System Maintenance Services

APPROVAL DATE: July 9, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $112,900.00

COMPANY'S NAME: Levonne Industries, LLC

ADDRESS: 1910 Cedar Glenn Way, Unit 4205

CITY: Atlanta

STATE: GA

ZIP: 30339

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**LEVONNE INDUSTRIES, LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Sarina L. Bell** **Project Director**
ATTEST:	
Tonya R. Grier **Clerk to the Commission**	
(Affix County Seal)	
AUTHORIZATION OF RENEWAL:	
Joseph N. Davis, Director **Department of Real Estate and Asset Management**	

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____2nd RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM JD

DATE: September 18, 2025

SUBJECT: Contractor's Performance Report – Uninterrupted Power Supply (UPS) System Maintenance Services #25ITB1319064C-GS

The Contractor listed below has not been established as a contractor/vendor in BidNet due to the new Contract Agreement is in the process of being establish and therefore cause for no evaluation of their performance at this time. Once the Contract Documents is established, then we be able to establish the Contractor into BidNet for performance evaluation on a schedule quarterly rating period by the Department representative (Project Manager):

PROJECT: Uninterrupted Power, Supply (UPS) System Maintenance Services

PROJECT NO.: 25ITB1319064C-GS

CONTRACTOR: Levonne Industries, LLC
1910 Cedar Glenn Way, Unit 4205
Atlanta, GA 30339

POC: Ms. Sarina L. Bell

PHONE: (404) 791-0005

EMAIL: Levonneindustriesllc@gmail.com

If you have any questions, please contact Harry Jordan at (404) 612-5933.

JD/JA/BW/hj

C: Tim Dimond, Deputy Director, DREAM
John Adams, Administrator, DREAM
Ben Wright, Trades Manager, DREAM
Harry Jordan, Contract Administrator, DREAM
Kay Flowers, Contract Administrator, Purchasing & Contract Compliance

Contract Renewal Evaluation Form

Date:	**September 18, 2025**
Department:	**Real Estate and Asset Management**
Contract Number:	**25ITB1319064C-GS**
Contract Title:	**Uninterrupted Power Supply System Maintenance Service**

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 contract involves two preventive maintenance services and any repair that becomes necessary during the contract period, including replacement of parts. This is a full service contract and works more like an extended warranty. It is not possible to reduce the scope of work without impairing the reliability of operations. This service provides all parts, labor, equipment, transportation and material necessary to provide on-site preventive maintenance and repair of uninterrupted power supply (UPS) systems for Fulton County. UPS is employed for uninterrupted power in mission critical locations like 911 Call Center and IT Data Center.

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:

UPS Maintenance is customized for each type of installation and information on this is not available on the internet or similar public domain. This procurement was made in accordance with all applicable provisions of the Fulton County Purchasing Code Section 102-373, all Competitive Sealed Bids.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	☐ **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?	**Comparable**

Explanation / Notes:

Click here to enter text.

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

Each UPS is designed for a unique or specific application and no two UP Systems can have similar design or size. The scope of work and magnitude of work including cost of parts varies from one UPS to another. These depend on the size, design, capabilities and age of the installation. Therefore, comparison of this work with work on any other UPS will not yield useful data.

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?**
FY2025 The County expenditure as of 9/18/2025, $0.00
FY2024 The County spent $84,730.80
FY2023 The County spent $16,000.00
FY2022 The County spent $184,117.14
FY2021 The County spent $167,199.39
FY2020 The County spent $17,697.96

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

Was it part of the initial contract? ☐ **Yes** ☐ **No**

Date of last purchase:	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.**

UPS Maintenance and Repair involves knowledge in advanced electronics and technology. None of the staff employed by Fulton County in any Department has the knowledge, experience or capability in carrying out maintenance or repair. This work cannot be undertaken in-house

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

UPS installations provide 100% redundancy for backup power systems that keep the data center and 911 communication systems on-line. Any failure of this installation could cause failure of these mission critical functions of Fulton County, in the event of a power failure. Therefore to maintain reliability of the data center operations and 911 communication systems, it is necessary to renew this contract.

Benjamin Wright
Ben Wright, Trades Manager, Central Fulton — September 18, 2025

Prepared by — **Date**

JD
Joseph N. Davis, Director — September 18, 2025

Department Head — **Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0806 **Meeting Date:** 11/5/2025

Department
Arts and Culture

Requested Action
Request approval to accept a name change and authorize the Department of Purchasing & Contract Compliance to reflect the name change from The Computer Museum of America, Inc. to Mimms Museum of Technology and Art, Inc. 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 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
Arts and Libraries

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 Computer Museum of America, Inc. was approved as a part of the Department of Arts and Culture's 2025 Contracts for Services (CFS) recommendations on June 18, 2025 (Agenda Item # 25-0476) as a named recipient of the funding. However, it was discovered that The Computer Museum of America, Inc. changed its legal name to Mimms Museum of Technology and Art, Inc., effective March 6, 2025, but the correct legal name was not included in the CFS application.

Agenda Item No.: 25-0806 **Meeting Date:** 11/5/2025

In order to be in compliance with Fulton County policies and contract agreement terms and conditions, the name change has to be approved by the Fulton County Board of Commissioners. There are no changes in terms and conditions of the contract agreement.

Control Number : 15090845

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT

NAME CHANGE

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

The Computer Museum of America, Inc.
a Domestic Nonprofit Corporation

has filed articles/certificate of amendment in the Office of the Secretary of State on 03/06/2025 changing its name to

Mimms Museum of Technology and Art, Inc.
a Domestic Nonprofit Corporation

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/ certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on 03/10/2025.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF AMENDMENT

Electronically Filed
Secretary of State
Filing Date: 3/6/2025 8:08:53 AM

Article 1

Business Name : The Computer Museum of America, Inc.

Control Number : 15090845

Article 2

The entity hereby adopts an amendment to change its name to the following new business name:

New Business Name : Mimms Museum of Technology and Art, Inc.

Effective Date : 03/06/2025

Article 3

The date of the adoption of the amendment was: 01/31/2025

Article 3

The amendment was adopted by the board of directors :
With member approval.

Article 4

The date of the adoption of the amendment was: 01/31/2025

Article 5

The undersigned does herby certify that a request for publication of a notice of the filing of articles of amendment to change the corporation’s name along with the publication fee of $40.00 has been forwarded to the legal organ of the county of the registered office as requested by O.C.G.A 14-3-1005.1.

Authorizer Information

Authorizer Signature : Michael Burns **Authorizer Title :** Attorney In Fact

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0807 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Public Works, 25ITB1356207A-ST, Rental & Maintenance of Deionized Water in an amount not to exceed $12,060.00 with Hydro, Inc (Hoschton, GA) to provide Rental & Maintenance of Deionized Water. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

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

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

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

Is this a purchasing item?
Yes

Summary & Background: The Department of Public Works recommends approval to renew an existing contract with Hydro, Inc. (Hoschton, GA) to provide rental & maintenance of deionized water.

Scope of Work: This contract defines the responsibilities, deliverables, and service requirements for the leasing, installation, and ongoing maintenance of deionized (DI) water systems to support two laboratory locations. The systems must produce Type II laboratory-grade water in accordance with applicable standards. The scope also includes the regular replacement of all associated filters and

tanks necessary for proper system operation.

Community Impact: The County is required to collect and analyze water samples monthly for total coliforms and E. coli. Additionally, the County conducts analyses of treatment plant effluents for these organisms as well as organic and inorganic analytes. Failure to comply with these requirements may result in fines and penalties imposed by Georgia's Environmental Protection Division or the U.S. Environmental Protection Agency. Without deionized water, the county's laboratory cannot perform these mandatory analyses.

Department Recommendation: The Department recommends approval to renew the existing contract.

Project Implications: Reliable and consistent access to high-quality Type II deionized water is critical to maintaining laboratory processes, ensuring the accuracy of experimental results, and meeting regulatory and quality standards.

Community Issues/Concerns: No issues/concerns were raised by clients concerning the laboratory testing services.

Department Issues/Concerns: The Department of Public Works has no issues or concerns.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	FCC §102-369	May 29, 2025	$12,060.00
1st Renewal			**$12,060.00**
Total Revised Amount			**$24,120.00**

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

Contract Value: **$12,060.00**

Prime Vendor: **Hydro Inc.**
Prime Status: **Non-Minority**
Location: **Hoschton, GA**
County: **Jackson County**
Prime Value: **$12,060.00 or 100.00%**

Total Contract Value: **$12,060.00 or 100.00%**
Total Certified Value: **-0-**

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

Agenda Item No.: 25-0807 **Meeting Date:** 11/5/2025

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

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$12,060.00
Previous Adjustments:	$0.00
This Request:	$12,060.00
TOTAL:	$24,120.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5488-1160: Water & Sewer Revenue, Public Works, Professional Services - $12,060.00.

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O renewal option remains

Agenda Item No.: 25-0807 **Meeting Date:** 11/5/2025

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Choose an item.

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

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 25ITB1356207A-ST

BID/RFP TITLE: Rental and Maintenance of Deionized Water

ORIGINAL APPROVAL DATE: May 29, 2025

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

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $12,060.00

COMPANY'S NAME:Hydro, Inc.

ADDRESS: 117 Merchants Park Drive

CITY: Hoschton

STATE: GA

ZIP: 30548

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor 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	**Hydro, Inc.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Monty Little** **President**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Public Works

ITEM#:_____ RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**August 5, 2025**
Department:	Public Works
Contract Number:	25ITB1356207A-ST
Contract Title:	Rental and Maintenance of Deionized Water

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 laboratory's management solicited for the lowest responsible bidder to provide this service. The lowest bidder that could fulfill all services was issued the contract.

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

☒ **Internet search of pricing for same product or service:**

Date of search:	August 15, 2025
Price found:	**6384**
Different features / Conditions:	**N/A**
Percent difference between internet price and renewal price:	**52%**

Explanation / Notes:

$6384 for Water Solutions Inc. to change tanks every 3 months, 4 times a year. We currently pay $4200 for this.

☐ **Market Survey of other jurisdictions:**

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

Percent difference between past purchase price and renewal price:		
Are they aware of any new vendors?	☐ **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?		

Explanation / Notes:

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

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

   $12060.00

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

Was it part of the initial contract?	☐ **Yes**	☒ **No**
Date of last purchase:		
Price paid:		
Inflation rate:		
Adjusted price:		
Percent difference between past purchase price and renewal price:		

Explanation / Notes:

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

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

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

The County is required to collect and analyze water samples monthly for total coliforms and E. coli. Additionally, the County conducts analyses of treatment plant effluents for these organisms as well as organic and inorganic analytes. Failure to comply with these requirements may result in fines and penalties imposed by Georgia's Environmental Protection Division or the U.S. Environmental Protection Agency. Without deionized water, the county's laboratory cannot perform these mandatory analyses.

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director

DATE: August 21, 2025

SUBJECT: Contractor Performance Memo
25ITB1356207A-ST Rental & Maintenance of Deionized Water

This memorandum serves to confirm that 25ITB1356207A-ST Rental & Maintenance of Deionized Water contract with Hydro, Inc., June 5, 2025.

While some work has begun under the contract, we're currently unable to complete the Contractor Performance Review due to how the evaluation period was set up in BidNet.

The evaluation window in BidNet is set for **July 8, 2025, through October 7, 2025**, and the system won't allow us to submit a review before that timeframe. Because of this limitation, we're not able to provide an evaluation at this time.

A performance evaluation will be completed in accordance with the established dates once the system allows.

cc: Roy Barnes, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0808 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department Public Works, 23ITBC100523A-KM, Water Meters in an amount not to exceed $100,000.00 with Delta Municipal Supply Company (Braselton, GA) to provide water meters. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

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

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
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: Department of Public Works recommends approval to renew the existing contract with Delta Municipal Supply Company to provide water meters.

Scope of Work: This contract provides water meters to be installed at new water service connections and for repairs and replacement of meters at current service locations.

Community Impact: Failure to procure/maintain these items in stock can negatively impact the operational support the Water Services Division has to install water meters in a timely manner. If the

meters are not procured efficiently, negative constituent or client health and billing issues can ensue.

Department Recommendation: The Department of Public Works recommends renewing the existing contract.

Project Implications: The efficient procurement of water meters is necessary to ensure accurate billing of water consumption for all water system customers.
Community Issues/Concerns: No issues/concerns have been raised by constituents or clients regarding this agenda item.

Department Issues/Concerns: The Department has no issues/concerns regarding this agenda item.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0956	12/20/2023	$1,500.000.00
1st Renewal	24-0732	11/6/2024	$300,000.00
Amendment # 1	25-0356	5/7/2025	$79,567.34
Amendment # 2	25-0480	6/18/2025	$111,333.50
2nd Renewal			**$100,000.00**
Total Revised Amount			$2,090,900.84

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

Contract Value: **$100,000.00**

Prime Vendor: **Delta Municipal Supply Co.**
Prime Status: **Non-Minority**
Location: **Braselton, GA**
County: **Braselton County**
Prime Value: **$100,000.00 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$100,000.00 or 100%**
Total Certified Value: **$0.00**

Exhibits Attached

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

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

Adriana Bustillos, Deputy Director, Public Works, 404-612-7407

Agenda Item No.: 25-0808 **Meeting Date:** 11/5/2025

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$1,800,000.00
Previous Adjustments:	$190,900.84
This Request:	$100,000.00
TOTAL:	$2,090,900.84

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:

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - $100,000.00.

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: N options remain

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?
Yes

Report Period Start: **2/1/2025**
Report Period End: **5/6/2025**

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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 23ITBC100523A-KM

BID/RFP TITLE: Water Meters

ORIGINAL APPROVAL DATE: December 20, 2023

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

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: No renewal remains

RENEWAL AMOUNT: $100,000.00

COMPANY'S NAME: Delta Municipal Supply Company, Inc.

ADDRESS: 408 Jesse Cronic Road

CITY: Braselton

STATE: GA

ZIP: 30517

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Public Works

Delta Municipal Supply Company, Inc.

Michael Truelove
General Manager

ITEM#:_____ RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**June 20, 2025**
Department:	Public Works
Contract Number:	23ITBC100523A-KM
Contract Title:	Water Meters

Instructions:

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

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

   The department is looking to procure a Metering as a Service (MaaS). MaaS is a turnkey solution where a vendor installs, operates, maintains, and manages a utility's metering system—usually smart meters—and provides continuous data access and system performance as part of an ongoing service agreement. Instead of purchasing the metering equipment outright, the utility pays a recurring fee (monthly or annually) for the service. There is a huge cost savings with implementing this solution.

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

   ☒ **Internet search of pricing for same product or service:**

Date of search:	July 9, 2025
Price found:	**$280.00**
Different features / Conditions:	**None**
Percent difference between internet price and renewal price:	**20.47%**

   Explanation / Notes:

   ☐ **Market Survey of other jurisdictions:**

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

Percent difference between past purchase price and renewal price:		
Are they aware of any new vendors?	☐ **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?		

Explanation / Notes:

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

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

   $550,000

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:	March 3, 2025
Price paid:	**$228.57**
Inflation rate:	**3%**
Adjusted price:	**$235.86**
Percent difference between past purchase price and renewal price:	**3%**

Explanation / Notes:

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

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

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

   If a water meter contract is not secured, the Water Distribution Department will face serious operational and strategic setbacks. Aging meters will result in inaccurate billing, more customer complaints, and loss of public trust.

Performance Evaluation Details

ID	E4
Project	Water Meters
Project Number	23ITBC100523A-KM
Supplier	Delta Municipal Supply Compant
Supplier Project Contact	Micheal Truelove (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	02/01/2025 to 04/30/2025
Effective Date	05/06/2025
Evaluation Type	Formal
Interview Date	05/06/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/06/2025 11:27 AM EDT
Completion Date	05/06/2025 11:27 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE **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 **20/20**

Rating

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

Comments *Not Specified*

BUSINESS RELATIONS **17/20**

Rating

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

Comments *Not Specified*

CUSTOMER SATISFACTION **17/20**

Rating

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

Comments *Not Specified*

COST CONTROL **17/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0809 **Meeting Date:** 11/5/2025

Department
Senior Services

Requested Action
Request approval to renew an existing contract 23RFQ138337A-CJC, Cosmetology and Aesthetic Services for Seniors Services at no cost with Katylady Building Maintenance Services to provide onsite cosmetology and aesthetic services for seniors aged 55 and older in the four senior multipurpose facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action
In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewals 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
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 agreement was created to assist Fulton County seniors in maintaining their grooming by offering on-site cosmetology and aesthetic services at the four senior multipurpose facilities.

Scope of Work: The services will provide for both male and female senior participants professional salon and barber services, including haircuts, hair styling, coloring, conditioning, skincare, manicures, pedicures, and geriatric massages.

Community Impact: No negative community impact. By providing this service, the department is providing access to personal grooming and aesthetic services, which are essential for enhancing self -esteem and well-being

Department Recommendation: The department recommends approval.

Project Implications: The service enhances seniors' well-being through accessible grooming services thus boosting both physical appearance and social interaction. Professional stylists ensure high-quality salon services, and the inclusion of free or subsidized services makes it affordable. The initiative supports emotional health and addresses specific personal care needs of the aging senior population

Community Issues/Concerns: If the contract is not approved, Fulton County seniors will lack the easy access points to utilize these services.

Department Issues/Concerns: No department issues or concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			No cost contract
1st Renewal			No cost contract
2nd Renewal			No cost contract
Total Revised Amount			$.00

Contract & Compliance Information

Contract Value: **$No Cost**

Prime Vendor: **Katylady Building Maintenance Services**
Prime Status: **African American Female Business**
Location: **Decatur, GA**
County: **DeKalb County**
Prime Value: **$No Cost**

Total Contract Value: **$No Cost**
Total Certified Value: **$No Cost**

Exhibits Attached

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

Contact Information

Agenda Item No.: 25-0809 **Meeting Date:** 11/5/2025

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	No Cost
Previous Adjustments:	No Cost
This Request:	No Cost
TOTAL:	No Cost

Grant Information Summary

Amount Requested:	N/A
Match Required:	N/A
Start Date:	N/A
End Date:	N/A
Match Account $:	N/A

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

Fiscal Impact / Funding Source

N/A - No Cost

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

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?
Yes

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

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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP NUMBER: 23RFQ138337A-CJC

BID/RFP TITLE: Cosmetology and Aesthetic Services for Seniors

ORIGINAL APPROVAL DATE: January 1, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: Zero Renewal Options Remain

RENEWAL AMOUNT: This is a Revenue Neutral Contract. There is no cost to the County and the County provides no revenue to the Stylist. The Stylist is paid directly by the Seniors receiving services.

COMPANY'S NAME:Katylady Building Maintenance Services

ADDRESS: P.O. Box 361047

CITY: Decatur

STATE: GA

ZIP: 30036

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

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

cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor 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	**Katylady Building Maintenance Services**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Glenda Anderson** **Contractor**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	
(Affix County Seal)	
AUTHORIZATION OF RENEWAL:	
[Insert Department Head Name & Title] **Senior Services**	

ITEM#:_____ RM:_____	**ITEM#:_____2nd RM:_____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**September 23, 2025**
Department:	Department of Senior Services
Contract Number:	23RFQ138337A-CJC
Contract Title:	Cosmetology and Aesthetic Services for Seniors Services

Instructions:

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

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

   This is a no-cost contract.

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

☐ **Internet search of pricing for same product or service:**

Date of search:	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:

N/A

☐ **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?	NA	

Explanation / Notes:

This is a no-cost contract.

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

Click here to enter text.

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

   $0.00

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

Was it part of the initial contract?	☐ **Yes**	☒ **No**
Date of last purchase:	Click here to enter a date.	
Price paid:	Click here to enter text.	
Inflation rate:	Click here to enter text.	
Adjusted price:	Click here to enter text.	
Percent difference between past purchase price and renewal price:	Click here to enter text.	

Explanation / Notes:

N/A

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?**

   Seniors would not be able to easily access cosmetology and barber services at the Senior Multipurpose Facilities.

Performance Evaluation Details

ID	E2
Project	COSMETOLOGY AND AESTHETIC SERVICES FOR SENIORS
Project Number	23RFQ138337A-CJC
Supplier	Katylady Building Maintenance Services
Supplier Project Contact	Glenda Anderson (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	09/22/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/22/2025 01:49 PM EDT
Completion Date	09/22/2025 01:49 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE — 20/20

Rating

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

Comments

Katylady Building Maintenance Services has consistently delivered good cosmetology and aesthetic services for seniors under this contract. Their adherence to all performance and specification requirements has ensured good outcomes for our facility participants. Minor issues, when identified, were addressed promptly and effectively. Their professional service delivery across multiple locations reflects a strong commitment to excellence and positively impacts participant satisfaction and overall program success.

TIMELINESS OF PERFORMANCE — 20/20

Rating

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

Comments

There have been no reports that Katylady Building Maintenance Services has been unable to meet all scheduled service requirements under the Cosmetology Contract. Their ability to deliver services on time, with no delays or disruptions, significantly contributed to the smooth operation of the program. Their commitment to timeliness reflects a strong sense of reliability and professionalism, benefiting both the agency and program participants.

BUSINESS RELATIONS — 20/20

Rating

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

Comments

Katylady Building Maintenance Services has demonstrated very good business relations throughout the contract period. Their communication, responsiveness to requests, and professionalism in handling administrative and operational matters meet the user-department's expectations. Their collaborative approach continues to foster an effective working relationship, supporting the program’s objectives and enhancing its overall success.

CUSTOMER SATISFACTION — 20/20

Rating

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

Comments

Katylady Building Maintenance Services consistently demonstrated a strong commitment to customer satisfaction. Their team proactively communicated with both the Senior Services staff and participants, ensuring that any concerns were addressed promptly and respectfully. Their courteous, professional service delivery greatly contributed to a positive experience for all program participants. The department has not received any customer complaints to date.

COST CONTROL — 20/20

Rating

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

Comments

Katylady Building Maintenance Services maintained full compliance with the contract terms under this no-cost agreement. They adhered to invoicing procedures and pricing requirements.

GENERAL COMMENTS

Comments	Katylady Building Maintenance Services has been a dependable and valuable contractor under the Cosmetology Contract. Their dedication to quality service, timeliness, and professional conduct has made a positive impact on the program and its participants.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0810 **Meeting Date:** 11/5/2025

Department
Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request for renewal of a MOU between Fulton County, Department of Behavioral Health and Developmental Disabilities, and Way Shape Form to provide the Text 4 Help text line and application technologies along with 24/7 clinical support services and resources. The MOU will be effective upon approval by the Board of Commissioners from January 1, 2026, until December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date 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)*
Health and Human Services

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

Is this a purchasing item?
No

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

To address the opioid crisis in Fulton County, the Board of Commissioners implemented a strategy to develop, implement, evaluate, and sustain a multi-faceted, county-wide effort to prevent opioid abuse, addiction, overdose, and death. In its on-going efforts to combat the opioid crisis, the Fulton County Board of Commissioners on December 21, 2022, entered into an agreement with Linking Efforts Against Drugs (“LEAD”), an Illinois not-for-profit corporation, to implement its TextForHelp.app program, which is now called “Text 4 Help.”

Agenda Item No.: 25-0810 **Meeting Date:** 11/5/2025

The Text 4 Help program is aimed at middle and high school students in Fulton County and allows individuals to send confidential text messages to a dedicated number and receive an immediate response from a licensed mental health professional, which then enables the person sending the text messages to conduct a conversation with the professional while remaining confidential during the process. Way Shape Form, Inc. has served as the subcontractor managing both the technical and clinical components of the Text 4 Help line for LEAD during FY2023 and FY2024. As of May 1, 2025, all aspects of the program are conducted by Way Shape Form and LEAD has transitioned out.

Scope of Work: Text 4 Help Program: Way Shape Form, in coordination with its technical and mental health partners, shall provide its Text 4 Help program in Fulton County, Georgia through a confidential texting hotline using a dedicated toll-free number that will only be in used in Fulton County, Georgia. Along with the confidential texting line, a Fulton County specific app will also be available for persons wanting to use the app instead of the text line. The app will allow wider resources and services for Behavioral Health & Developmental Disabilities. Way Shape Form shall ensure that a system back-up or redundancy is in place to minimize system failure or loss of data. Clinical Services: Way Shape Form shall contract with and oversee qualified clinicians to provide mental health crisis intervention services through the Text 4 Help platform in accordance with applicable federal and state laws, regulations, and professional standards, including but not limited to: Ensuring all clinicians providing services maintain current and appropriate licenses in Georgia, verifying credentials of all clinicians prior to their engagement, implementing and maintaining clinical protocols and standards of care for crisis intervention, conducting regular quality assurance reviews of clinical services, managing clinical documentation in compliance with applicable laws and professional standards, providing 24/7 clinical coverage to respond to incoming messages within defined response time parameters.

Community Impact: To address mental health and substance use issues for middle and high school students within the Fulton County School District.

Department Recommendation: Recommend the approval of the Board of Commissioners to approve the Contractor Way Shape Form

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

100-755-8226-1113

MEMORANDUM OF UNDERSTANDING WITH WAY SHAPE FORM, INC. FOR A COUNTYWIDE TEXT FOR HELP PROGRAM

This Memorandum of Understanding ("MOU") is made between **Fulton County, Georgia**, a political subdivision of the State of Georgia (hereinafter, "Fulton County"), by and through its Department of Behavioral Health & Developmental Disabilities ("DBHDD"), and **Way Shape Form, Inc.**, a Florida for-profit corporation (hereinafter, "Way Shape Form") with its principal place of business at 3206 W. River Cove Drive, Tampa, Florida 33614. This MOU shall be effective under the provision below specifying its effective date.

Recitals

WHEREAS, to address the opioid crisis in Fulton County, the Board of Commissioners implemented a strategy to develop, implement, evaluate, and sustain a multi-faceted, county-wide effort to prevent opioid abuse, addiction, overdose, and death; and

WHEREAS, in its on-going efforts to combat the opioid crisis, the Fulton County Board of Commissioners on December 21, 2022 (Agenda Item #22-0992) entered into an agreement (hereinafter, "Agreement") with Linking Efforts Against Drugs ("LEAD"), an Illinois not-for-profit corporation, to implement its TextForHelp.app program, which is now called "TextForHelp" for FY2023; and

WHEREAS, the TextForHelp program allows individuals to send a confidential text message to a dedicated number and receive an immediate response from a licensed mental health professional, which then enables the person sending the text message to conduct a conversation with the professional while maintaining confidentiality during the process;

WHEREAS, a purpose of the TextForHelp program is to offer people wishing to share a concern about themselves or someone else the opportunity to do so, and receive assistance while maintaining confidentiality; and

WHEREAS, the Fulton County agreement with LEAD for TextForHelp was automatically renewed for FY2024 per the terms of the Agreement; and

WHEREAS, Way Shape Form is a for-profit organization that is dedicated to the promotion of healthy family relationships, emotional wellness, and the prevention of alcohol, drug use, and other risky behavior by youth through its efforts in providing parental education, dynamic youth programs, and engagement with key community stakeholders; and

WHEREAS, Way Shape Form has served as the subcontractor managing both the technical and clinical components of the TextforHelp.app for LEAD during FY2023 and FY2024; and

WHEREAS, LEAD is no longer entering into new contracts for TextForHelp, and LEAD's existing contracts for TextForHelp are being fulfilled by Way Shape Form, with the goal to transition each client directly to Way Shape Form by the end of 2025; and

WHEREAS, one of the components of the Agreement with LEAD was for LEAD to provide Fulton County certain data and reports that are generated by the TextForHelp program so that Fulton County can assess the use of the program by its constituents and its success in assisting in efforts to address the opioid crisis; and

WHEREAS, with the expiration of the Agreement with LEAD, the Board of Commissioners finds it necessary to continue the TextForHelp program in Fulton County and for Way Shape Form to deliver and provide the necessary data and reports generated by the program as well as provide clinical management responsibilities for TextForHelp as set forth herein; and

WHEREAS, the Board of Commissioners may engage the services of a for-profit entity through entering into a contract for services for health and social welfare purposes pursuant to O.C.G.A. § 36-1-19.1 in the form of this MOU; and

WHEREAS, the Board of Commissioners finds that it is in the interest of its citizens' health, safety and welfare to enter into this MOU with Way Shape Form to continue to provide the TextForHelp program and other related services, including clinical management responsibilities for TextForHelp as well as the delivery of necessary data and reports by Way Shape Form to the County generated by the program.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **TextForHelp Program.** Way Shape Form, in coordination with its technical and mental health partners, shall provide its TextForHelp program in Fulton County, Georgia through a confidential text hotline using a dedicated toll-free number that will only be in used in Fulton County, Georgia. Way Shape Form shall ensure that a system back-up or redundancy is in place to minimize system failure or loss of data.

2. **Clinical Services.** Way Shape Form shall contract with and oversee qualified clinicians to provide mental health crisis intervention services through the TextForHelp platform in accordance with applicable federal and state laws, regulations, and professional standards, including but not limited to:

    - Ensuring all clinicians providing services maintain current and appropriate licenses in Georgia
    - Verifying credentials of all clinicians prior to their engagement
    - Implementing and maintaining clinical protocols and standards of care for crisis intervention
    - Conducting regular quality assurance reviews of clinical services
    - Managing clinical documentation in compliance with applicable laws and professional standards
    - Providing 24/7 clinical coverage to respond to incoming messages within defined response time parameters

3. **Program Coordination.** Way Shape Form shall ensure that a designated team member responds to inquiries from Fulton County or its agents within no longer than one (1) hour

of any general inquiry, including, but not limited to any inquiry regarding the delivery of the data or reports required by this MOU. The Way Shape Form team member(s) shall respond to inquiries from Fulton County or its agents within thirty (30) minutes regarding matters pertaining to system operational issues or outages. For purposes of this MOU, the designated Way Shape Form team member that shall serve as the contact person for the inquiries from Fulton County or its agents is Loretta C. Waters, Chief Executive Officer of Way Shape Form, and in her absence or unavailability, Way Shape Form shall identify in writing (and update as necessary) an alternate contact person. Way Shape Form shall provide and update the phone number and email address of the designated member as necessary.

4. **Promotional Efforts; Program Expansion.** At the request of Fulton County, Way Shape Form will assist the Fulton County Department of Behavioral Health & Developmental Disabilities in promoting the TextForHelp program by advertising the number and a series of taglines or keywords, such as "ATL" in communities throughout Fulton County, where possible. To continue the program in an orderly fashion, Way Shape Form will work with Fulton County's Department of Behavioral Health & Developmental Disabilities to expand the program County-wide, subject to resource availability at the time of the program's expansion.

5. **Payment.** In consideration for the satisfactory performance of the services relating to the program described above, Fulton County shall pay Way Shape Form in an amount not to exceed $23,500.00 annually or as otherwise provided by an amendment to this MOU. The payment in the amount not to exceed $23,500.00, or as subsequently amended, shall be payable on a quarterly basis during each year. All payments from the County to Way Shape Form are conditioned upon annual appropriation and approval of the agreed upon amount by the Fulton County Board of Commissioners.

6. **Development of Promotional Materials.** To promote the availability of the TextForHelp program, Way Shape Form will work with the Fulton County Department of Behavioral Health & Developmental Disabilities and the Fulton County Schools administration to create promotional materials and a plan to publicize those materials through print and online media.

7. **Periodic Reporting.** On no less than a quarterly basis, and more frequently if technically feasible, Way Shape Form shall produce a written report and deliver the report to the Fulton County Department of Behavioral Health & Developmental Disabilities detailing the following: a. the number of text conversations conducted under each tagline created; b. an overview of the daily frequency of the messages, averaged over time; c. an overview of the hourly frequency of the messages, averaged over time; d. to the extent determinable, demographic statistics on the number of Fulton County students and residents seeking assistance; and e. a breakdown of the general subject matter of the text conversations (e.g.: opioid abuse; depression; suicide; friend substance abuse; abusive relationship; anxious about class; counselor not helping; difficulty with parent; etc.).

8. **Financial Progress Reporting**. Way Shape Form shall produce a written financial report to Fulton County of the money spent under this MOU at the 3-month, 6-month, 9-month and 12-month anniversaries of the MOU's Effective Date, as further defined below. The financial report will provide a breakdown of technology, counseling, marketing, and overhead costs associated with this MOU.

9. **Delivery of Data and Reports; Breach.** Way Shape Form shall promptly deliver to Fulton County all data and reports required by this MOU as set forth in paragraphs 7 and 8 above. The failure of Way Shape Form to deliver the data or reports will constitute a material breach of the MOU from the date that the data or reports were due. If Way Shape Form fails to provide the data or reports within fifteen (15) days from the date in which the breach occurs (the cure period), Fulton County may withhold any future payment due to Way Shape Form until the breach is remedied; however, prior to such withholding the County will make an effort to contact Way Shape Form to discuss the breach and request that same be cured and notify Way Shape Form of the County's intent to withhold payment.

10. **Effective Date; Duration; Termination.** This MOU shall become effective May 1, 2025 (the "Effective Date") and shall continue until December 31, 2025. This MOU shall automatically renew for the next one (1) year term, subject to appropriation funding by Fulton County from any source. If the MOU is not funded for this successive year, the MOU shall terminate immediately. At any time prior to this MOU's anniversary date, either party may terminate this MOU with or without cause by providing the other party 30-days' prior written notice. On termination of this MOU for any reason or by any party, if the service related to the tagline used for this MOU is discontinued, Way Shape Form shall ensure that an automated electronic response shall be generated by Way Shape Form instructing the caller to contact 9-1-1 or some other number that can provide assistive services or provide immediate response to the caller.

11. **Indemnification.** Way Shape Form agrees to indemnify and hold harmless Fulton County, its elected officials, officers, employees, agents and representatives, from and against all claims, including copy right infringement claims, losses, liabilities, judgments, interest and settlements, including reasonable attorneys' fees and expenses, arising out of or relating to the performance of the Program under this MOU by Way Shape Form and its employees, agents and representatives.

12. **Insurance.**

    a. Way Shape Form shall cause "Fulton County" to be added as additional insured entity to its current Business Owners Policy and its current General Liability Policy, and to update any policies that replace those policies during the term of this MOU.

    b. Way Shape Form shall provide notice (to the contacts listed below under the Notices provision of this MOU) if either policy is cancelled or changed during the term of this MOU. Such notice shall be given promptly upon Way Shape Form learning of any cancellations or changes.

c. Way Shape Form shall provide certificates of insurance of its policies, and of the policies of all subcontractors providing counseling services under Way Shape Form's TextForHelp program, to Fulton County prior to the effective date of this MOU.

13. **Notice of Disrupted Service.** Way Shape Form shall notify the Fulton County Department of Behavioral Health & Developmental Disabilities within 24 hours of any disruption in the TextForHelp program, either because of technology issues or issues involving the availability of the response team.

14. **Independent Contractor.** The Parties agree that Way Shape Form is an independent contractor and not an employee or agent of Fulton County. All persons employed by Way Shape Form shall be employees of and paid by Way Shape Form, and neither Way Shape Form nor any persons employed by Way Shape Form will be eligible for health insurance, sick leave, annual leave, pensions, or any other fringe benefit associated with employment with Fulton County. The Parties further agree that neither party shall be liable for any obligations incurred by the other party.

15. **No Third-Party Beneficiaries.** Nothing in this MOU shall be construed to create any third-party beneficiary rights.

16. **Data Privacy and Security.** Way Shape Form acknowledges the highly sensitive nature of text messages sent through the TextForHelp program and agrees to implement the following data privacy and security measures:

a) **PII-Free Records**: Way Shape Form shall maintain Personally Identifiable Information-free (PII-free) reports of all TextForHelp conversations. All personally identifiable information shall be removed or made confidential in any records maintained after crisis intervention is complete.

b) **Data Minimization**: Way Shape Form shall not store any personal data beyond what is minimally required for technical service fulfillment, such as:

i. Telephone numbers for text messaging (stored only for the duration of active conversations)

ii. Technical metadata necessary for service delivery

iii. No geolocation data, full names, or demographic identifiers will be stored unless required for immediate crisis intervention

c) **Data Retention**: Way Shape Form shall maintain PII-free records for no longer than necessary for reporting and quality assurance purposes. Anonymized statistical data may be retained for longer periods.

d) **Data Security**: All text messages shall be encrypted in transit and any stored data shall be encrypted at rest using industry-standard encryption methods. Access to any data shall be limited only to authorized personnel with a legitimate need to access such information.

e) **HIPAA Compliance**: To the extent applicable, Way Shape Form shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable

federal and state privacy laws.

f) **Breach Notification**: Way Shape From shall notify Fulton County within 24 hours of discovering any breach or suspected breach of data security, unauthorized access, or other privacy incident involving TextForHelp data.

g) **Privacy Policy**: Way Shape Form shall maintain a clear privacy policy that can be shared with users of the TextForHelp service upon request, explaining data collection, use, and protection practices.

17. **Representations and Warranties.** Way Shape Form warrants and represents that any Way Shape Form materials will not infringe any copyright or invade or violate any right of privacy or any other right of any person, firm, or corporation and will not contain any libelous or other unlawful matter. Way Shape Form further represents and warrants that it is authorized to grant end-user licenses and make all necessary modifications to the technology that will be used to carry out this MOU.

18. **Severability.** If any provision of this MOU is unenforceable to any extent, the remainder of this MOU (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

19. **Force Majeure.** If the performance of any part of this MOU by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

20. **Headings.** The captions and headings in this MOU are included for ease of reference only and shall be disregarded in interpreting this MOU.

21. **Waiver.** A waiver of any term or condition of this MOU shall not be deemed a continuing waiver of any such term or condition, or a waiver of any other term or condition. No waiver shall be effective unless agreed to in writing and signed by the Parties to this MOU.

22. **Drafting.** Each party agrees that no presumption or inference shall be made or drawn against the drafters of this MOU.

23. **Successors and Assigns.** This MOU shall be binding upon and shall inure to the benefit of the Parties and each of their respective successors and assigns, provided that Way Shape Form may not assign any right or obligation under this MOU without Fulton County's prior written consent.

24. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties and supersedes all proposals, oral or written, and all other communications between the Parties relating to the subject matter of this MOU. This MOU may not be amended or modified except in writing signed by both Parties.

25. **Governing Law; Venue.** This MOU shall be governed by Georgia law and venue for all disputes shall be in Fulton County, Georgia.

26. **Notices.**

Notices under this MOU shall be sent to:

WAY SHAPE FORM, INC.:
Attn: Loretta C. Waters, Way Shape Form, Inc.
3206 W. River Cove Drive
Tampa, Florida 33614

FULTON COUNTY:
Richard "Dick" Anderson County Manager
141 Pryor Street, S.W. Suite 1000
Atlanta, Georgia 30303

Copy to:
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Georgia 30303

27. **Counterparts**. The Parties may sign this MOU in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. Receipt of a signed agreement by facsimile or electronic mail shall be the same as receipt of a signed original.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date indicated to signify their acceptance of this MOU between Fulton County, Georgia and Way Shape Form, Inc.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

WAY SHAPE FORM, INC.

By:_____
Loretta C. Waters, Chief Executive Officer

FULTON COUNTY BOARD OF COMMISSIONERS

By:_____
Robert L. Pitts, Chairman

SEAL

ATTEST:_____
Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:_____
Office of the Fulton County Attorney

ITEM # 250534 RM 1/9/25
FIRST REGULAR MEETING

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0811 **Meeting Date:** 11/5/2025

Department
Police

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Police Department, 23ITB140069B-EC, Wrecker and Towing Services, a revenue generating contract with S&W Services of Atlanta, Inc. (Atlanta, GA) to provide wrecker towing services. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date 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: This is a revenue generating contract to provide wrecker and towing services for the Fulton County Police Department.

Budget Funding Year	Revenue Collected
2023	$19,466
2024	$10,728
2025 (as of 09/18/2025)	$13,082

2026 (projected)	$18,000

Scope of Work: Services under this contract will be rendered from locations within the unincorporated areas of Fulton County. However, in very rare instances and if requested by the Fulton County Police Department, the contractor will be required to also render service from locations within other government jurisdictions.

Community Impact: Failure to timely remove impaired vehicles could lead to traffic concerns.

Department Recommendation: The Police Department recommends approval of this item.

Project Implications: This service is needed to ensure that law enforcement has a towing and wrecker service intact twenty-four hours a day.

Community Issues/Concerns: To eliminate traffic congestion related to impaired vehicles.

Department Issues/Concerns: There are no departmental issues/concerns.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	23-0872	12/06/2023	$10,046.00
1st Renewal	24-0719	11/26/2024	$15,000.00
2nd Renewal			**$18,000.00**
Total Revised Amount			$43,046.00

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

Contract Value: **$Revenue Generating**

Prime Vendor: **S & W Services of Atlanta, Inc.**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$Revenue Generating**

Total Contract Value: **$Revenue Generating**
Total Certified Value: **$-0-**

Exhibits Attached

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

Agenda Item No.: 25-0811 **Meeting Date:** 11/5/2025

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

W. Wade Yates, Chief of Police

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	Revenue Generating
Previous Adjustments:	$0.00
This Request:	Revenue Generating
TOTAL:	Revenue Generating

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:

301-320-3201-3036: Fulton Industrial District, Police, Wrecker Service, Revenue Generating, $18,000.00 (projected). Pending BOC approval of the FY2026 Adopted Budget.

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: N renewal option remaining.

Agenda Item No.: 25-0811 **Meeting Date:** 11/5/2025

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
4/1/2025	**6/30/2025**

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Contract Renewal Evaluation Form

Date:	**September 18, 2025**
Department:	POLICE
Contract Number:	23ITB140069B-EC
Contract Title:	Wrecker Towing Services

Instructions:

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

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

   This is a revenue generating contract. The amount collected varies from month to month based on the number of tows and class of vehicles towed.

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

   ☐ **Internet search of pricing for same product or service:**

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

Explanation / Notes:

N/A

☐ **Market Survey of other jurisdictions:**

Date contacted:	N/A	
Jurisdiction Name / Contact name:	**N/A**	
Date of last purchase:	N/A	
Price paid:	**N/A**	
Inflation rate:	**N/A**	
Adjusted price:	**N/A**	
Percent difference between past purchase price and renewal price:	**N/A**	
Are they aware of any new vendors?	☐ **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?	**N/A**	

Explanation / Notes:

N/A

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

N/A

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

The actual revenue collected for this contract for 2024 was $10,728.

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

Was it part of the initial contract?	☐ **Yes**	☒ **No**
Date of last purchase:	N/A	
Price paid:	**N/A**	
Inflation rate:	**N/A**	
Adjusted price:	**N/A**	
Percent difference between past purchase price and renewal price:	**N/A**	

Explanation / Notes:

N/A

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?**

Wrecker and towing service companies will be required to pay the County for providing wrecker and towing services for the Fulton Industrial Boulevard jurisdiction. The County may incur tow and storage rates in the event a wrecker is needed by the Police Department.

Nasira Kanche	September 18, 2025
Prepared by	**Date**
Chief W. Wade Yates By:	September 18, 2025
Department Head	**Date**

Performance Evaluation Details

ID	E5
Project	Wrecker Towing Services
Project Number	23ITB140069B- EC
Supplier	S & W SERVICES OF ATLANTA INC
Supplier Project Contact	CRYSTAL KNIGHT (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/04/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/04/2025 11:40 AM EDT
Completion Date	07/04/2025 11:40 AM EDT
Evaluation Score	97

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 They complete quality work and arrive when needed for tows.

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 Arrive when called and communicate any forseen issues.

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 Quality work and arrive quickly.

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 Crystal responds quickly to any issues.

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 Great communication and contract oversight.

GENERAL COMMENTS

Comments *Not Specified*

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Police

BID/RFP# NUMBER: 23ITB140069B-EC

BID/RFP# TITLE: Wrecker Towing Services

ORIGINAL APPROVAL DATE: December 6, 2023

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

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: Revenue Generating - Anticipated Revenue $18,000.00

COMPANY'S NAME: NAME: S & W Services of Atlanta, Inc.

ADDRESS: 2559 Jonesboro Road

CITY: Atlanta

STATE: GA

ZIP: 30315

This Renewal Agreement No. [Insert was approved by the Fulton County Board of Commissioners on **BOC DATE:** _____ **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	**S & W SERVICES OF ATLANTA INC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Pamela Sieg** **President**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

W. Wade Yates, Chief of Police
Police Department

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

CERTIFICATE OF INSURANCE

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0812 **Meeting Date:** 11/5/2025

Department
District Attorney

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Requesting ratification of amended subaward agreement with the Georgia Coalition Against Domestic Violence and the Fulton County District Attorney's Office agreements and authorization for signatures to assist in compliance with grant regulations for 2022 Bureau of Justice Assistance (BJA) Upholding the Rule of Law and Preventing Wrongful Convictions Program. In an amount not to exceed $198,887.00.

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

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

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

Is this a purchasing item?
No

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

Scope of Work:

Community Impact:

Department Recommendation: Approve

Agenda Item No.: 25-0812 **Meeting Date:** 11/5/2025

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a

Subaward Agreement Amendment

A. This first (1) Subaward Agreement Amendment between Georgia Coalition Against Domestic Violence and and Fulton County District Attorney's Office, Conviction Integrity Unit, dated October 1, 2024.

B. The parties mutually agree to amend the Agreement as follows:

B.1. The subaward agreement is extended to **September 30, 2025**.

a. The final programmatic report must be provided to GCADV no later than **October 31, 2025.** Failure to provide GCDAV with the final programmatic report will delay final payment to subrecipient.

B.2. GCADV will pay Fulton County District Attorney's Office up to a total of **$198,887** (*one hundred and ninety-one thousand, eight hundred and eighty-seven dollars*) for the successful completion of services provided.

a. The final invoice must be provided to GCADV no later than **October 31, 2025.** Final invoice must be provided to GCADV by due date to ensure subrecipient will receive payment.

C. This Amendment shall take effect on **October 1, 2024**.

D. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment shall prevail.

This Amendment and each party's obligations shall be binding on the respective party and its representatives, assigns, and successors.

This Amendment shall be signed by the following:

By:

Jan Christiansen, Executive Director
GCADV

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Form:

Brad Bowman
Office of the County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0815 **Meeting Date:** 11/5/2025

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

Proclamation recognizing “Behavioral Health Crisis Center Appreciation Day.”
(Pitts/Ellis/Thorne/Ivory/Abdur-Rahman/Barrett)

Proclamation recognizing “Georgia Center for Youth Excellence Appreciation Day.”
(Abdur-Rahman/Pitts/Ellis/Thorne/Ivory/Barrett)

Proclamation recognizing “New Beginnings Senior Center Appreciation Day.” **(Arrington/Ivory)**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0817 **Meeting Date:** 11/5/2025

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Fulton County Information Technology Department, 23RFP139160B-EC, Digital Multi-functional Devices and Support Services in an amount not to exceed $1,341,750.00 with Standard Office Systems of Atlanta, Inc. (Duluth, GA) to provide maintenance, supplies, support services, and software and associated hardware for all multi-function devices countywide. This action exercises the second of four renewal options. Two renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewals requests to the Board of Commissioners at least 90 days prior to the contract renewal date or 60 days if the contract term is six (6) months or less.

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

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

Is this a purchasing item?
Yes

Summary & Background: This contract provides scanning, printing, and faxing capabilities and services are pertinent and necessary for the efficient operation of all County departments.

Scope of Work: This contract provides multi-function devices (MDF) that facilitate scanning, printing, and faxing capabilities for the County. These systems have software for handling printing requests. Cost efficiencies will be achieved from technological improvements by lower power consumption and more efficient software tools. The vendor will provide support resources in addition to providing

training and technical assistance. The vendor replaces and recycles all toner cartridges; provides maintenance support to the Government Center, Justice Center and all remote County locations; on-site billing; on-site training support and software to track departmental usage for cost allocation.

Community Impact: The citizens will continue to have printing, copying, fax and scanning capabilities at all Library locations.

Department Recommendation: The Information Technology Department recommends approval.

Project Implications: Provides a critical office operational support function in the operation of County Government.

Community Issues/Concerns: There are no community issues/concerns.

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

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0089	2/7/2024	$724,581.72
Amendment No. 1	24-0647	10/2/2024	$404,097.64
1st Renewal	24-0829	12/04/2024	$1,241,564.50
2nd Renewal			**$1,341.750.00**
Total Revised Amount			$3,711,993.86

Contract & Compliance Information

Contract Value: **$1,341,750.00**

Prime Vendor: **Standard Office Systems of Atlanta, Inc.**

Prime Status: **Non-Minority**
Location: **Duluth, GA**
County: **Gwinnett County**
Prime Value: **$805,184.18 or 60.01%**

Subcontractor: **Metro Records Management**
Subcontractor Status: **African American Female Business Enterprise**
Location: **Atlanta, GA**
County: **DeKalb County**
Subcontractor Value: **$536,565.82 or 39.99%**

Total Contract Value: **$1,341.750.00 or 100.00%**
Total Certified Value: **$536,565.82 or 39.99%**

Agenda Item No.: 25-0817 **Meeting Date:** 11/5/2025

Exhibits Attached

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

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

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$724,581.72
Previous Adjustments:	$1,645,662.14
This Request:	$1,341.750.00
TOTAL:	$3,711,993.86

Fiscal Impact / Funding Source

Funding Line 1: 700-220-2205-1705; Information Technology Internal Service Fund, Information Technology, IT Management, Copying Charges, $1,341,750.00

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: 2 renewal options remain

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2025**
Report Period End: **6/30/2025**

Performance Evaluation Details

ID	E2
Project	Fulton County Multi-Functional Devices
Project Number	23RFP139160B-EC
Supplier	Standard Office Systems
Supplier Project Contact	Ben Bramlett (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	09/29/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/29/2025 12:45 PM EDT
Completion Date	09/29/2025 12:45 PM EDT
Evaluation Score	97

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 **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*

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP NUMBER: 23RFP139160B-EC

BID/RFP TITLE: Fulton County Multi-Functional Devices and Services

ORIGINAL APPROVAL DATE: February 7, 2024

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

RENEWAL OPTION #: 2 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: $1,341,750.00

COMPANY'S NAME: Standard Office Systems of Atlanta, Inc.

ADDRESS: 2475 Meadowbrook Parkway

CITY: Duluth

STATE: Georgia

ZIP: 30096

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on _____, 2025 BOC# 25-_____.

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**STANDARD OFFICE SYSTEMS OF ATLANTA, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Bernie Schom** **Vice President Sales**
ATTEST:	
Tonya R. Grier **Clerk to the Commission**	
(Affix County Seal)	
Kevin Kerrigan, CIO **Department of Information Technology**	

ITEM#:_____ RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**September 17, 2025**
Department:	INFORMATION TECHNOLOGY
Contract Number:	23RFP139160B-EC
Contract Title:	Digital Multi-Functional Devices and Support Services

Instructions:

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

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

   Fulton County Information Technology (FCIT) conduct reviews of monthly bills to include meetings and discuss various needs of Fulton County. Scope, service rendered, and cost are reviewed for business needs. As a result, Standard Office Systems of Atlanta (SOS) has provided cost-saving services and equipment in response to departmental needs. FCIT, also, works with SOS to suspend services and remove unused equipment from County facilities without penalty or additional cost to the County.

2. **Describe the analysis you made to determine whether 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:

☐ **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):**

Click here to enter text.

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

   2025 $696,988.93

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.**

FCIT is unable to provide the product or service internally.

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

The County would forfeit the ability to have copy, scan and fax capabilities.

Annette M. Wilson	September 17, 2025
Prepared by	**Date**
Kevin Kerrigan	Click here to enter a date.
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0818 **Meeting Date:** 11/5/2025

Department
Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Information Technology, 24ITB1334033BPS, Network Equipment Maintenance & Support, in an amount not to exceed $5,000,000.00 with Presidio Inc. (Atlanta, GA), to provide services associated with provisioning, maintenance and support services (wired and wireless) data communications equipment on an as needed basis. This action exercises the first of three renewal options. Two renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

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

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

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

Is this a purchasing item?
Yes

Summary & Background: The approved authorization will ensure continuity of IT operations for enhanced resiliency of the Fulton County network.

Scope of Work: Information Technology requests approval for renewal of this contract in support of our Cisco telecommunications, physical security equipment maintenance, and support services County-wide. This contract will provide specialized support and maintenance services as well as the

ability to acquire new Cisco voice IP solutions, data, physical security equipment, switches, routers, badge/card readers and virtual machines.

Community Impact: This contract ensures continuity of critical services, operations and support for our existing network infrastructure and devices.

Department Recommendation: Department recommends approval of this item.

Project Implications: This contract is essential to the effective maintenance and support of the County's network, voice, data and physical security equipment. Disapproval of this agreement will cause disruption to critical network services, support and continuity of operations for Fulton County Government and its citizens of Fulton County.

Community Issues/Concerns: There are no community concerns with this item.

Department Issues/Concerns: If not approved, IT will be unable to provide support services that are critical to County operations.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0201	3/19/2025	$6,924,519.06
1st Renewal			**$5,000,000.00**
Total Revised Amount			$11,924,519.06

Contract & Compliance Information

Contract Value: **$5,000,000.00**

Prime Vendor: **Presidio Inc.**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$5,000,000.00 or 100.00%**

Total Contract Value: **$5,000,000.00 or 100.00%**
Total Certified Value: **$0.00 or 0.00%**

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Performance Evaluation
Exhibit 4: Project List (2026)

Contact Information

Kevin Kerrigan, CIO, Department of Information Technology, 404-612-0057

Agenda Item No.: 25-0818 **Meeting Date:** 11/5/2025

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$6,924,519.06
Previous Adjustments:	$0.00
This Request:	$5,000,000.00
TOTAL:	$11,924,519.06

Fiscal Impact / Funding Source

Funding Line 1:

Funding provided by agencies requesting products and services - $3,130,103

Funding Line 2:

100-220-2203-1113- General Funds, Information Technology, Data Proc-Systems Dev, Software License, $1,869,897.00 (Smartnet, Flex, Webex, Meraki, etc.)

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

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start: **6/30/2025**
Report Period End: **9/18/2025**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP# NUMBER:24ITB1334033B-PS

BID/RFP# TITLE: Network Equipment Maintenance and Support

ORIGINAL APPROVAL DATE: March 19, 2025

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

RENEWAL OPTION #: 1 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: $5,000,000.00

COMPANY'S NAME: Presidio Networked Solutions LLC

NAME: Erik Hayko

ADDRESS: One Penn Plaza, Suite 2501

CITY: Atlanta

STATE: Georgia

ZIP: 30326

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	**PRESIDIO NETWORKED SOLUTIONS LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Erik Hayko** **Senior Contracts Manager**
ATTEST:	
Tonya R. Grier **Clerk to the Commission**	
(Affix County Seal)	
AUTHORIZATION OF RENEWAL:	
Kevin Kerrigan, CIO **Information Technology**	

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**October 13, 2025**
Department:	INFORMATION TECHNOLOGY
Contract Number:	24ITB1334033BPS
Contract Title:	Network Equipment Maintenance & Support

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.**

   IT Networking team has expanded its knowledge base in order accommodate supporting new technology. This will reduce reliance on some professional services provided through this contract. Being mindful of upcoming projects, technology required to support those projects and cost associated have been measures taken to keep within bounds of this contract.

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

   ☐ **Internet search of pricing for same product or service:**

Date of search:	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):**

Click here to enter text.

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

   $1,392,849.27

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**
	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 not approved this would cause an inability to purchase networking equipment and IT services to support the County. This is a critical contract for business operations. Loss of this would inhibit the ability to repair or replace out-of-date equipment, as well as stop projects that require any assistance in configuration and implementation.

Annette Wilson	October 13, 2025
Prepared by	**Date**
Kevin Kerrigan	October 13, 2025
Department Head	**Date**

Performance Evaluation Details

ID	E1
Project	Network Equipment Maintenance and Support
Project Number	24ITB1334033B-PS
Supplier	Presidio
Supplier Project Contact	Catherine Bowen (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	06/19/2025 to 09/18/2025
Evaluation Type	Formal
Interview Date	07/30/2025
Expectations Meeting Date	08/19/2025
Status	Draft
Evaluation Score	97

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 **20/20**

Rating

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

Comments *Not Specified*

BUSINESS RELATIONS **20/20**

Rating

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

Comments *Not Specified*

CUSTOMER SATISFACTION **20/20**

Rating

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

Comments *Not Specified*

COST CONTROL **20/20**

Rating

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Proposed Projects -Presidio FY2026		Estimates
Wireless Refresh Project		$1,396,000
SmartNet Support		$464,719
Flex WebEx Contact Center		$66,876
Flex WebEx Calling		$219,530
Meraki Licensing and Support		$461,538
Calabrio Call Recording License		$120,000
Jail Wireless Project		$902,694
Total		$3,631,357
Contingency	$544,703.55	**15% - Contingency**
Total Budgetary Estimate	**$4,176,060.55**	**Contingency included**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0819 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action
Request approval to renew existing contracts - Department of Public Works, 24ITB1335637A-JWT Sanitary Sewer Easement Maintenance in an amount not to exceed $382,764.50 with Mariani Enterprises, LLC dba Ed Castro Landscape, Inc., (Roswell, GA) to provide easement maintenance in both the North and South Fulton service areas. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

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

Strategic Priority Area related to this item
Health and Human Services

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

Is this a purchasing item?
Yes

Summary & Background:

Scope of Work: This contract includes both sewer and water easement clearing activities in the North Fulton water and wastewater systems and sewer easement clearing activities along the South Fulton wastewater system on property owned or within easements maintained by Fulton County.

Community Impact: Easement clearing activities may impact surrounding neighborhoods because

the easement clearing usually results in the removal of trees and shrubs blocking access to infrastructure in the County's easement.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Easement-clearing activities are needed to provide the County with access to conduct maintenance and repairs to the water and wastewater systems. In the event that access is impeded due to overgrown easements, spills and main breaks could result which might negatively impact the environment and create potential health concerns.

Community Issues/Concerns: Some residents near the easement areas have previously expressed concerns regarding the removal of trees and the existing environment being disturbed.

Department Issues/Concerns: No issues/concerns are known with this contract.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0077	1/29/2025	$382,764.50
1st Renewal			**$382,764.50**
Total Revised Amount			$765,529.00

Contract & Compliance Information

Contract Value: **$382,764.50**

Prime Vendor: **Mariani Enterprises, LLC dba Ed Castro Landscape, Inc.**
Prime Status: **Non-Minority**
Location: **Roswell, GA**
County: **Fulton County**
Prime Value: **$382,764.50 or 100.00%**

Total Contract Value: **$382,764.50 or 100.00%**
Total Certified Value: **$00.00**

Exhibits Attached

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

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$382,764.50
Previous Adjustments:	$0.00
This Request:	$382,764.50
TOTAL:	$765,529.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services - $191,382.25.

Funding Line 2:

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services - $191,382.25.

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O option remains

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/25/2025**
Report Period End: **7/25/2025**

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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 24ITB1335637A-JWT

BID/RFP TITLE: Sanitary Sewer Easement Maintenance

ORIGINAL APPROVAL DATE: January 29, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $382,764.50

COMPANY'S NAME: Ed Castro Landscape, Inc.

ADDRESS: 1125 Old Ellis Road

CITY: Roswell

STATE: GA

ZIP: 30076

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**Ed Castro Landscape, Inc.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	
(Affix County Seal)	
AUTHORIZATION OF RENEWAL:	
David Clark, Director **Public Works**	

ITEM#:_____ RM:_____	**ITEM#:_____2nd RM:_____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**June 16, 2025**
Department:	Public Works
Contract Number:	24ITB1335637A-JWT
Contract Title:	Sanitary Sewer Easement Maintenance

Instructions:

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

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

   This contract pertains to the maintenance of sanitary sewer easements. Fulton County employs a contractor to perform this service in both the North and South Fulton service areas to ensure continued access to public sewer infrastructure. Maintenance is essential to prevent disruptions that may occur if personnel are unable to access sewer lines and manholes.

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:	June 25, 2025
Price found:	**Unknow**
Different features / Conditions:	**Unknown**
Percent difference between internet price and renewal price:	**Unknown**

   Explanation / Notes:

   ☐ **Market Survey of other jurisdictions:**

Date contacted:	June 25, 2025
Jurisdiction Name / Contact name:	**Clayton County / Angela Glover**
Date of last purchase:	Unknown
Price paid:	**Did not answer**
Inflation rate:	**Unknown**
Adjusted price:	**Unknown**

Percent difference between past purchase price and renewal price:	**3%**
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?	Pricing depends on the scope of work needed at the location

Explanation / Notes:

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

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

   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:	**3%**
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	**3%**

Explanation / Notes:

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

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

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

Failure to approve this contract would result in the unavailability of services necessary to clear sewer easements, thereby hindering access to Fulton County's sewer lines and manholes. Furthermore, the department lacks the specialized equipment required to perform large-scale easement clearings. The ability to respond swiftly to emergency situations involving obstructed easements is essential to maintaining the expected level of customer service and mitigating potential legal liabilities.

Performance Evaluation Details

ID	E1
Project	Sanitary Sewer Easement Maintenance
Project Number	24ITB1335637A-JWT
Supplier	Mariani Enterprises, LLC. dba Ed Castro Landscape
Supplier Project Contact	Jonathan Merrey (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/25/2025 to 07/24/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	03/12/2025
Status	Draft
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **20/20**

Rating

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

Comments They do excellent work on their assignments.

TIMELINESS OF PERFORMANCE **20/20**

Rating

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

Comments Very detailed invoices with before and after photos.

BUSINESS RELATIONS **17/20**

Rating

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

Comments *Not Specified*

CUSTOMER SATISFACTION **20/20**

Rating

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

Comments Excellent two-way communication.

COST CONTROL **20/20**

Rating

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

Comments They send quotes with the before photos before starting jobs.

GENERAL COMMENTS

Comments Excellent contractor.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0820 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Public Works, 23ITB08142023A-JWT, Large Water Meter Installation, in an amount not to exceed $300,000.00, with Jewel of the South, Inc. (Conyers, GA), to provide large water meter installation services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

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

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

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

Is this a purchasing item?
Yes

Summary & Background: This contract provides for the installation of large water meters on unmetered fire services, a meter replacement program, and new installations for large water users.

Scope of Work: The large meter installation contract allows for the installation of large water meters (meters greater than 2”) on fire service lines and larger water lines serving new developments. Additionally, this contract allows for the replacement of existing large water meters when doing so is identified as necessary by Public Works staff.

The overall amount of work undertaken by this contract by the vendor will likely decrease over time as the Metering as a Service (MaaS) project is implemented in 2026. However, until such time when the MaaS vendor is fully engaged to install new water meters, this vendor (Jewel of the South) will continue to provide that service for Public Works.

Community Impact: The metering of large water services properly accounts for water consumption by large users of the water system.

Department Recommendation: The Department of Public Works recommends the renewal of the contract.

Project Implications: The service provides for timely installation of new large meter service while working with developers so as not to impact the development timetable.

Community Issues/Concerns: No community issues/concerns have been raised regarding this contract.

Department Issues/Concerns: The Department of Public Works has no concerns with the recommendation of the award.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0955	12/20/2023	$500,000.00
1st Renewal	24-0571	9/4/2023	$500,000.00
2nd Renewal			**$300,000.00**
Total Revised Amount			$1,300,000.00

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

Contract Value: **$ 300,000.00**

Prime Vendor: **Jewel of the South**
Prime Status: **African American Female Busines Enterprise**
Location: **Conyers, GA**
County: **Rockdale County**
Prime Value: **$300,000.00 or 100.00%**

Total Contract Value: **$300,000.00 or 100.00%**
Total Certified Value: **$300,000.00 or 100.00%**

Exhibits Attached

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

Agenda Item No.: 25-0820 **Meeting Date:** 11/5/2025

Exhibit 3: Contract Performance Report

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

Adriana Bustillos, Deputy Director, Public Works, 404-612-7407

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$500,000.00
Previous Adjustments:	$500,000.00
This Request:	$300,000.00
TOTAL:	$1,300,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - $300,000.00.

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

Agenda Item No.: 25-0820 **Meeting Date:** 11/5/2025

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
4/1/2025	**6/30/2025**

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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 23ITB08142023A-JWT

BID/RFP TITLE: Large Water Meter Installation Service

ORIGINAL APPROVAL DATE: December 20, 2023

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

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $300,000.00

COMPANY'S NAME: Jewel of the South, Inc.

ADDRESS: 1540 Hwy 138 SE, Ste. 4B

CITY: Conyers

STATE: GA

ZIP: 30013

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**JEWEL OF THE SOUTH, INC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Valisa Shannon** **CEO**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Department of Public Works

ITEM#:_____ RM:_____ **REGULAR MEETING**	**ITEM#:_____2nd RM:_____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**June 20, 2025**
Department:	Public Works
Contract Number:	23ITB08142023A-JWT
Contract Title:	Large Water Meter Installation

Instructions:

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

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

To reduce the scope and cost of this contract, the department has discussed: standardization of meter types and prioritization of installations. Standardizing the types of meters used across the service area allows the department to purchase meters in bulk, often at a lower cost. This can reduce the overall cost of the contract since the materials cost less. Implementing meter installations in phases allows the department to spread out costs over time. Also, the department is looking to procure a Meters As A Service (Maas) contract, which would allow the mechanisms stated above.

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:	June 27, 2025
Price found:	**$10,100**
Different features / Conditions:	**Meter size**
Percent difference between internet price and renewal price:	**3%**

Explanation / Notes:

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	

Price paid:		
Inflation rate:		
Adjusted price:		
Percent difference between past purchase price and renewal price:		
Are they aware of any new vendors?	☐ 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?		

Explanation / Notes:

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

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

   $101,000

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:	June 24, 2025	
Price paid:	**$10,100**	
Inflation rate:	**3%**	
Adjusted price:	**$10, 403**	
Percent difference between past purchase price and renewal price:		

Explanation / Notes:

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

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

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

Without a dedicated contract, the department might face delays in installing new meters or replacing old ones, leading to a backlog of work. This

can slow down new connections and upgrades, affecting customer satisfaction and operational efficiency. Financially, relying on ad-hoc or emergency stand-by contractors for meter installations could result in higher costs compared to a negotiated, long-term contract. The department might have to pay premium rates for short-term services or emergency repairs.

Performance Evaluation Details

ID	E3
Project	Small Water Meter Installation
Project Number	23ITB458876A-KM
Supplier	Jewel of the South, Inc.
Supplier Project Contact	Valisa Shannon (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/02/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/02/2025 02:02 PM EDT
Completion Date	07/02/2025 02:02 PM 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*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0821 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Public Works, 24ITB1326442A-BKJ, Water Meter Reading in an amount not to exceed $658,966.00 with Texas Meter & Device Company (Waco, TX) to provide water meter reading services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

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

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
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: Fulton County provides water distribution services to four cities North of the Chattahoochee River, consisting of Alpharetta, Johns Creek, Milton, and Roswell. Residential, and commercial water meters are read by an on-site contractor who records the readings and provides the data to the Finance Department to send out bills to the customers.

Scope of Work: The contractor provides daily water meter readings and completion of field service orders for the water distribution system in the North Fulton County Service Area. In order to accurately bill and collect funds for the water used and sewage treated, the quantity of water used by

customers of the North Fulton County Water System is continuously metered. Water meters are read on a monthly or bi-monthly basis to determine the quantity of water used and associated charges to be billed. The contractor will be required to complete approximately 2,000 meter reads per workday, as assigned by the Departments of Public Works and Finance.

With the upcoming deployment of the AMI water meter system and network, manual water metering will become less necessary. However, until that point, Fulton County will need to continue utilizing the services of the meter reading contractor.

Community Impact: Without accurate meter reading, the Public Works and Finance Departments will not able to ensure timely and accurate collection of fees for delivery of water service.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Billing and collections will be severely impacted if these services are not provided.

Community Issues/Concerns: Public Works is not aware of any Community Issues or concerns.

Department Issues/Concerns: The Departments of Public Works has no issues or concerns.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0902	12/18/2024	$658,966.00
1st Renewal			**$658,966.00**
Total Revised Amount			**$1,317,932.00**

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

Contract Value: **$658,966.00**

Prime Vendor: **Texas Meter & Device Company**
Prime Status: **Non-Minority**
Location: **Waco, GA**
County: **McLennan County**
Prime Value: **$658,966.00 or 100.00%**

Total Contract Value: **$658,966.00 or 100.00%**
Total Certified Value: **$0.00**

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

Exhibit 1: Contract Renewal Agreement

Agenda Item No.: 25-0821 **Meeting Date:** 11/5/2025

Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance Report

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

Adriana Bustillos, Deputy Director, Public Works 404-612-7407

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$658,966.00
Previous Adjustments:	$0.00
This Request:	$658,966.00
TOTAL:	$1,317,932.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

201-540-2112-1160: Water & Sewer Revenue, Public Works, Professional Services - $658,966.00.

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O renewal option remains

Agenda Item No.: 25-0821 **Meeting Date:** 11/5/2025

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
4/1/2025	**6/30/2025**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 24ITB1326442A-BKJ

BID/RFP# TITLE: Water Meter Reading

ORIGINAL APPROVAL DATE: December 18, 2024

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

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $658,966.00

COMPANY'S NAME: Texas Meter & Device Company

ADDRESS: 5866 N State Hwy 6

CITY: Waco

STATE: TX

ZIP: 76712

This Renewal Agreement No. _____ 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	**TEXAS METER & DEVICE COMPANY**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Layton Lively** **Chief Operating Officer**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Clark, Director
Department of Public Works

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**June 20, 2025**
Department:	Public Works
Contract Number:	24ITB1326442A-BKJ
Contract Title:	Water Meter Reading

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 County is looking to procure Metering as a Service (Maas**). T**). MaaS is a solution where a vendor installs, operates, maintains, and manages a utility's metering system—usually smart meters—and provides continuous data access and system performance as part of an ongoing service agreement. Instead of purchasing the metering equipment outright, the utility pays a recurring fee (monthly or annually) for the service **his service** would eliminate the need for meter readers**.**

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

   ☒ **Internet search of pricing for same product or service:**

Date of search:	July 1, 2025
Price found:	**$1.69**
Different features / Conditions:	**Per meter cost**
Percent difference between internet price and renewal price:	**3.49%**

   Explanation / Notes:

   ☐ **Market Survey of other jurisdictions:**

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

Adjusted price:		
Percent difference between past purchase price and renewal price:		
Are they aware of any new vendors?	☐ **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?		

Explanation / Notes:

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

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

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:	June 30, 2025	
Price paid:	**$1.75**	
Inflation rate:	**3%**	
Adjusted price:	**$1.80**	
Percent difference between past purchase price and renewal price:	**3%**	

Explanation / Notes:

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

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

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

If a water meter reading contract is not secured, our department will face increased labor demands, delayed billing, and higher risk of errors. Field crews will be pulled from critical tasks to perform manual reads, leading to inefficiencies, customer complaints, and potential revenue loss. It will compromise both service quality and revenue collection.

Performance Evaluation Details

ID	E2
Project	Water Meter Reading
Project Number	24ITB1326442A-BKJ
Supplier	Texas Meter & Device Company
Supplier Project Contact	Joycelyn Kissinger (preferred language: English)
Supplier Project Contact	Danielle Ybarra (preferred language: English)
Supplier Project Contact	Mandie Storer (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/02/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	07/01/2025
Status	Completed
Publication Date	07/02/2025 02:02 PM EDT
Completion Date	07/02/2025 02:02 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 **14/20**

Rating

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

Comments Vendor and County are working diligently to consistently meet 2000 reads per day and 60 days billing cycle goals. Some issues have been observed.

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 **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.: 25-0822 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Public Works, 24ITBC1329891A-JWT, Water Meter Vaults in the amount not to exceed $200,000.00 with Bartow Precast Inc., (Cartersville, GA), to provide water meter vaults. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

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

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
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: Department of Public Works requests approval to renew the existing contract with Bartow Precast, Inc. to provide water meter vaults.

Scope of Work: The contract will cover the supply of water meter vaults for the Water Distribution System throughout North Fulton County. These vaults will be utilized for installing new water services and replacing small to medium-sized water meters.

Community Impact: Without an accessible supply of water vaults, the installation of new water

services cannot proceed, and maintenance of the water system will be affected.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The award will allow Public Works to maintain the Water Distribution System and provide service to new customers.

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

Department Issues/Concerns: If the contract is not funded, Public Works' ability to maintain the Water Distribution System and implement new installations will be affected.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0801	11/20/24	$200,000.00
1st Renewal			**$200,000.00**
Total Revised Amount			$400,000.00

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

Contract Value: **$200,000.00**

Prime Vendor: **Bartow Precast Inc.**
Prime Status: **Non-Minority**
Location: **Cartersville, GA**
County: **Bartow County**
Prime Value: **$200,000.00 or 100.00%**

Total Contract Value: **$200,000.00 or 100.00%**
Total Certified Value: **$0.00**

Exhibits Attached

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

Contact Information

Adriana Bustillos, Deputy Director, Public Works, 404-612-7407

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$200,000.00
Previous Adjustments:	$0.00
This Request:	$200,000.00
TOTAL:	$400,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - $200,000.00

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O renewal option remains

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2025**
Report Period End: **6/30/2025**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 24ITBC1329891A-JWT

BID/RFP TITLE: Water Meter Vaults

ORIGINAL APPROVAL DATE: November 20, 2024

RENEWAL EFFECTIVE DATES: January 1, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $200,000.00

COMPANY'S NAME: Bartow Precast, Inc

ADDRESS: 1504 Sugar Valley Road SW

CITY: Cartersville

STATE: GA

ZIP: 30120

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	**Bartow Precast, Inc**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**[Insert name]** **[Insert title]**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	
(Affix County Seal)	
AUTHORIZATION OF RENEWAL:	
David Clark, Director **Public Works**	

ITEM#:_____ RM:_____	**ITEM#:_____2nd RM:_____**
REGULAR MEETING	**SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**June 16, 2025**
Department:	Public Works
Contract Number:	24ITBC1329891A-JWT
Contract Title:	Water Meter Vaults

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 contract scope was streamlined to include only essential vault sizes and components, avoiding custom configurations that would drive up cost. Specifications were centered on standard industry products, but bidders were allowed to propose approved equivalents to reduce dependence on premium brands and foster competitive pricing.

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

   ☒ **Internet search of pricing for same product or service:**

Date of search:	June 24, 2025
Price found:	**$7,500**
Different features / Conditions:	**Vault Size**
Percent difference between internet price and renewal price:	**5.48%**

   Explanation / Notes:

   ☐ **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:	

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?		

Explanation / Notes:

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

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

   $35,000

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:	June 30, 2025
Price paid:	**$7,115**
Inflation rate:	**3%**
Adjusted price:	**$7,328**
Percent difference between past purchase price and renewal price:	**3%**

Explanation / Notes:

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

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

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

Failure to approve this contract would significantly disrupt the Department of Public Works' ability to maintain and expand essential water infrastructure. Water meter vaults are critical components for housing and protecting metering equipment in new developments, system upgrades, and emergency repairs. Without a contract in place, the department would face procurement delays, cost inefficiencies, and potential non-compliance with project schedules. This could hinder timely service connections for new customers, delay infrastructure projects, and increase the risk of system outages due to the inability to replace damaged or deteriorating vaults promptly. Additionally, sourcing vaults on an ad-hoc basis without the benefit of a competitively bid contract would likely result in higher costs and administrative burdens.

Performance Evaluation Details

ID	E1
Project	Water Meter Vaults
Project Number	24ITBC1329891A-JWT
Supplier	Bartow Precast, Inc
Supplier Project Contact	Michael Tidwell (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/02/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	07/01/2025
Status	Completed
Publication Date	07/02/2025 01:58 PM EDT
Completion Date	07/02/2025 01:58 PM 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*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0823 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Department of Public Works, 25ITB1376191A-KM, Concrete Manhole Parts in an amount not to exceed $106,624.76 with Ferguson Waterworks to provide concrete manhole parts. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

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

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

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

Is this a purchasing item?
Yes

Summary & Background: The Department of Public Works requests approval to renew an existing contract with Ferguson Waterworks to provide concrete manhole parts.

Scope of Work: This contract furnishes the Department with precast concrete manhole components, including bases, risers, and both eccentric and concentric sections. All manhole parts provided under this solicitation shall be modularly constructed of precast concrete and designed to accommodate pipe junctions and to provide access to underground piping systems. Components must be rated for traffic-bearing applications and must include rebar hooks for safe transport and handling or an

approved equivalent, as determined by the Department.

Community Impact: Using durable, traffic-rated components minimizes road closures and improves the efficiency of service to residents.

Department Recommendation: The Department of Public Works requests approval of the renewal.

Project Implications: The project ensures improved durability and efficiency of underground utility systems through the use of precast concrete manhole components.

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

Department Issues/Concerns: Public Works staff have not raised any issues/concerns.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0611	08/20/2025	$106,624.76
1st Renewal			**$106,624.76**
Total Revised Amount			$213,249.52

Contract & Compliance Information

Contract Value: **$106,624.76**

Prime Vendor: **Ferguson Waterworks**
Prime Status: **Non-Minority**
Location: **Norcross, GA**
County: **Gwinnett County**
Prime Value: **$106,624.76 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$106,624.76 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 *(Type Name, Title, Agency and Phone)*

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$106,624.76
Previous Adjustments:	$0.00
This Request:	$106,624.76
TOTAL:	$213,249.52

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:

201-540-5459-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - $53,312.38.

Funding Line 2:

201-540-5469-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - $53,312.38.

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O renewal option remains

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

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

7/1/2025	**9/30/2025**

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 25ITB1376191A-KM

BID/RFP# TITLE: Concrete Manhole Parts

ORIGINAL APPROVAL DATE: August 20, 2025

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

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $106,624.76

COMPANY'S NAME: Ferguson Waterworks

ADDRESS:4655 Buford Hwy

CITY: Norcross

STATE: GA

ZIP: 30071

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	**Ferguson Waterworks**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Bob McWhorter** **Sales Representative**
ATTEST:	
Tonya R. Grier **Clerk to the Commission**	
(Affix County Seal)	
AUTHORIZATION OF RENEWAL:	
David Clark, Director **Public Works**	

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**October 13, 2025**
Department:	Public Works
Contract Number:	25ITB1376191A-KM
Contract Title:	Concrete Manhole Parts

Instructions:

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

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

   The scope and cost reduction efforts of this contract are limited since this contract is for pre-cast concrete manhole risers, covers, base sections, iron frames, grates, and steel manhole riser extension rings. These items must be purchased, and is used for sewer extensions, repairs and maintenance in Fulton County. If this contract was reduced, or not approved, the Department of Public Works response time to any sanitary sewer extensions, repairs, on, or around the sanitary sewer system, could be delayed.

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:	October 16, 2025
Price found:	Pricing varies due to the different types and sizes of Manhole Bases, Manhole Cones and Manhole Risers.
Different features / Conditions:	48" Precast Concrete Cone 3 Foot, 48" Precast Concrete Doghouse Riser, 48" Precast Concrete Riser 4 Foot, 48" Precast Concrete Riser 2 Foot
Percent difference between internet price and renewal price:	14% Difference

Explanation / Notes:

In accordance with Fulton County Purchasing Code, Section 102-373, contracts such as this shall have a competitive bid. Since this contract is over $100,000.00 dollars it shall go before the Board of Commissioners.

Sample Materials: Items 2,3,4 & 5 of the contract pricing sheet.

Samples of the internet pricing of materials out of the group of materials covered in this contract. Internet's pricing of sampled items are listed below. Private commercial pricing is significantly higher than contracted municipal pricing. The internet price which is 14% higher because it is quoting gross

prices, however, the County purchases several different types of Manhole Bases, Manhole Cones and Manhole Risers, therefore the prices are lower.

For Example	Our Price	Compared Price
Line# 2 – 48" Precast Concrete Cone 3 Foot	$733.90	$836.64
Line# 3 – 48" Precast Concrete Doghouse Riser	$827.31	$943.13
Line# 4 – 48" Precast Concrete Riser 4 Foot	$978.53	$1,115.52
Line# 5 – 48" Precast Concrete Riser 2 Foot	$489.27	$557.76

☐ **Market Survey of other jurisdictions:**

Date contacted:	October 16, 2025
Jurisdiction Name / Contact name:	Clayton County / Angela Glover (No Response)
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	☐ **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?	Prices vary per item, and per size.

Explanation / Notes:

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

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

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:	PO has not been utilized at this time.
Price paid:	PO has not been utilized at this time.
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:

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.**

An annual contract is needed by the Public Works Department on a year-round basis for Manhole Bases, Manhole Cones and Manhole Risers which are used to complete sewer rehab extensions, repair and maintenance.

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

If this contract renewal is not approved, the Department of Public Works will not be able to complete sewer rehab extensions, repair and maintenance.

Performance Evaluation Details

ID	E9
Project	Manholes, Frames, Grates and Accessories
Project Number	22ITBC089A - JWT
Supplier	Ferguson Waterworks
Supplier Project Contact	Bob Mcwhorter (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2025 to 09/30/2025
Effective Date	10/06/2025
Evaluation Type	Formal
Interview Date	10/06/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/06/2025 03:34 PM EDT
Completion Date	10/06/2025 03:34 PM 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*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0824 **Meeting Date:** 11/5/2025

Department
Police

Requested Action
Request approval to renew existing contracts - Police Department, 23ITB139979B-RT, Automobile Repair Services in amount of $153,000.00 with Moon's Service Center (Mableton, GA) to provide automobile repair services for the Police Department's fleet. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

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

Scope of Work: Automobile repair services includes replacements parts, maintenance service (scheduled), repairs and labor for marked and unmarked police vehicles on an as needed basis. This contract includes the entire fleet of approximately 50 vehicles and vehicles used for driver training at the Academy.

Agenda Item No.: 25-0824 **Meeting Date:** 11/5/2025

Community Impact: Automobile repair services is needed to reduce break downs and keep the Police Department's fleet operating smoothly and safely while rendering police services.

Department Recommendation: The Police Department recommends approval of this item.

Project Implications: Maintaining service vehicles will be performed by this contractor.

Community Issues/Concerns: There are no community issues/concerns.

Department Issues/Concerns: The Police Department must have vehicles that are serviced properly and ready for use twenty-four hours per day.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-396	10/14/2023	$66,160.00
Amendment No. 1	102-420	01/01/2024	$26,840.00
Amendment No. 2	24-0609	09/16/2024	$60,000.00
Renewal No. 1	24-0744	11/06/2024	$153,000.00
Renewal No. 2			**$153,000.00**
Total Revised Amount			$459,000.00

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

Contract Value: **$153,000.00**

Prime Vendor: **Moon's Service Center**
Prime Status: **Non-Minority**
Location: **Mableton, GA**
County: **Cobb County**
Prime Value: **$153,000.00 or 100.00%**

Total Contract Value: **$153,000.00 or 100.00%**
Total Certified Value: **$-0-**

Exhibits Attached

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

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$66,160.00
Previous Adjustments:	$239,840.00
This Request:	$153,000.00
TOTAL:	$459,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source:

Funding Line 1:

301-320-3201-1110: South Fulton Sub-District, Police Department, Uniform Patrol, Vehicle Maintenance & Repairs, $100,000 - Pending Approval of the FY2026 Budget

Funding Line 2:

100-320-5207-1110: General Fund, Police Department, Facility Security, Vehicle Maintenance & Repairs, $53,000 - Pending Approval of the FY2026 Budget

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: N renewal option remains

Overall Contractor Performance Rating: 100

Agenda Item No.: 25-0824 **Meeting Date:** 11/5/2025

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2025**

Report Period End: **6/30/2025**

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Performance Evaluation Details

ID	E6
Project	Automobile Repair Services
Project Number	23ITB139979B-RT
Supplier	Moon's Service Center
Supplier Project Contact	Lori Scott (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/07/2025
Evaluation Type	Formal
Interview Date	06/30/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/07/2025 08:27 AM EDT
Completion Date	07/07/2025 08:27 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **20/20**

Rating

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

Comments Moon's provides a quality service and uses excellent parts / accessories on our vehicles.

TIMELINESS OF PERFORMANCE **20/20**

Rating

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

Comments Moon's has completed all service work in a very timely manner with no interruption of vehicle service to Fulton County Police.

BUSINESS RELATIONS **20/20**

Rating

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

Comments The service manager, Will Cardis, provides the upmost customer service when it comes to interacting with Fulton County Police personnel. He keeps me updated on a daily basis on any matter that comes up and is very responsive to any inquiries I have.

CUSTOMER SATISFACTION **20/20**

Rating

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

Comments Moon's has provided excellent service in a timely manner. They are prompt on addressing any issues / questions that have arose concerning invoices and corrected errors in a timely manner as not to delay payment.

COST CONTROL **20/20**

Rating

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

Comments All of the personnel at Moon's exhibit knowledge of the vehicle maintenance process and provide an outstanding service to the Fulton County Police Department. Any issues with billing are addressed immediately

GENERAL COMMENTS

Comments *Not Specified*

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Police

BID/RFP# NUMBER: 23ITB139979B-RT

BID/RFP# TITLE: Automobile Repair Services

ORIGINAL APPROVAL DATE: September 30, 2023

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

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $153,000.00

COMPANY'S NAME: NAME: Moon's Service Center

ADDRESS: 6981 Mableton Parkway, Suite 103

CITY: Mableton

STATE: GA

ZIP: 30126

This Renewal Agreement No. 2 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	**Moon's Service Center**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Lori Scott** **Executive Assistant**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

William Yates, Chief of Police
Fulton County Police Department

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

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	**October 1, 2025**
Department:	POLICE
Contract Number:	23ITB139979B-RT
Contract Title:	Automobile Repair Services

Instructions:

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

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

   All invoices for Moon's Service Center are reviewed to ensure that the correct rates are being applied because the contract contains multiple items.

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:	October 1, 2025
Price found:	**110.00**
Different features / Conditions:	**N/A**
Percent difference between internet price and renewal price:	**Internet price is 10.55% more**

Explanation / Notes:

Vendor: Pep Boys

Manufacturer: Labor Rate

Price: 110.00

Current Vendor: Moon's Service Center

Manufacturer: Labor Rate

Price: 99.50

☐ **Market Survey of other jurisdictions:**

Date contacted:	October 1, 2025
Jurisdiction Name / Contact name:	**Fulton County Marshal Office**
Date of last purchase:	N/A
Price paid:	**150.00**
Inflation rate:	**N/A**
Adjusted price:	**N/A**
Percent difference between past purchase price and renewal price:	**N/A**
Are they aware of any new vendors?	☐ **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?	**Fulton County PD pays 33.67% less**

Explanation / Notes:

Fulton County Marshals Office **Price paid: 150.00**

Manufacturer: **Labor Rate**

Fulton County PD **Price Paid: 99.50**

Manufacturer: **Labor Rate**

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

N/A

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

   The actual expenditure for FY2024 was $145,930.68

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

Was it part of the initial contract?	☒ Yes	☐ No
Date of last purchase:	N/A	
Price paid:	**N/A**	
Inflation rate:	**N/A**	
Adjusted price:	**N/A**	
Percent difference between past purchase price and renewal price:	**N/A**	

Explanation / Notes:

N/A

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?**

   Pay higher cost for automobile service and repairs with other competitive car services companies.

Nasira Kanche	October 1, 2025
Prepared by	**Date**
Chief W. Wade Yates	October 1, 2025
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0825 **Meeting Date:** 11/5/2025

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Strategic Plan Update, Multi-Year Financial View and FY2026 General Fund Budget Update

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Presentation of Strategic Plan Update, Multi-Year Financial View and FY2026 General Fund Budget Update

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
Presentation of Strategic Plan Update, Multi-Year Financial View and FY2026 General Fund Budget Update

Strategic Plan Update and Multi-Year Financial Plan

November 5, 2025

Board of Commissioners Meeting

Strategic Plan Update

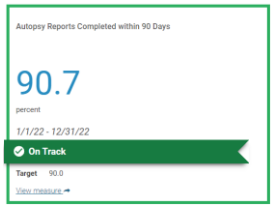
Strategy/Operating Model

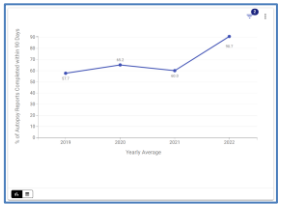
Strategic Plan

Plan on a Page (Yearly)

Operational Reports

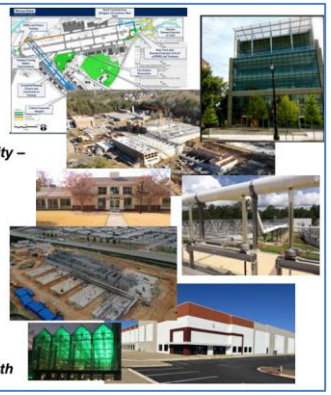
Key Performance Indicators/Process Improvements





Results

- Big Creek
- Elections Central/South Fulton Operations
  - Phase I: Elections Central
  - Phase II: Other Agencies
- Animal Shelter
- Behavioral Health Crisis Center
- Health and Human Services Facility – North Fulton
- Renew the District
  - Properties Redevelopment
  - ARFF
  - Airport Master Plan
- Public Safety Training Center
- Libraries
  - Peachtree
  - East Point
  - MLK
- 141 Pryor S.W./Government Center/Central Library
- Developmental Disabilities – South Fulton & Central



Results of our Plan for 2021-2025

Health and Human Services

- ✓ Completion of Project Care Study
- ✓ Construction started on a Free-Standing Emergency Room
- ✓ Opening of 3 Health Care Clinics
- ✓ Behavioral Health Crisis Center
- ✓ Health and Human Services North Facility
- ✓ Successful management of the HIV Elimination Grant Program
- ✓ Developmental Disabilities South and Central Fulton

Justice and Safety

- ✓ Successful implementation of Project ORCA for the justice system
- ✓ Opening of a Diversion Center
- ✓ Completed Phase 1 of COOP Planning
- ✓ Virtual Courtrooms Implemented
- ✓ Public Safety Training Center
- ✓ Transparency dashboards for court operations
- ✓ Investments in the Jail Rehabilitation and Maintenance

Open and Responsible Government

- ✓ Elections HUB and Operations Central Facility
- ✓ AAA Bond Rating
- ✓ Successful COVID Response
- ✓ Maintained an 8.87 Millage Rate for 4 years
- ✓ Successful Completion of 2024 Elections with fair, transparent, and accurate reporting
- ✓ National Customer Service Association (NCSA) All-Star Award

Arts and Libraries

- ✓ Library Rehabilitations
- ✓ Metropolitan Branch Library selected Resiliency Hub
- ✓ Fulton County Library System circulated over 4 million physical and digital checkouts
- ✓ Fulton County Library System reached 55,000 students in the Atlanta Public and 94,000 students in Fulton County schools.
- ✓ Increased funding for CFS

Infrastructure and Economic Development

- ✓ Cyber Attack Response
- ✓ Big Creek Treatment Plant
- ✓ Airport Aircraft Rescue and Fire Fight Facility
- ✓ Started Camp Creek Water Treatment project
- ✓ Construction of an Animal Shetler
- ✓ Government Center Reimagined Project
- ✓ Public Safety Training Center
- ✓ Renew the District

New Strategic Plan Updates

- **Five Focus Areas:**
  - Health and Human Services
  - Justice and Safety
  - Open and Responsible Government
  - Arts and Libraries
  - Infrastructure and Economic Development
- **Plan Type:** Evergreen — built for flexibility and alignment with long-term investments
- **Theme:** *Experience Fulton* — aligned with our countywide marketing campaign
- **Reporting Update**: Operational Report will reflect all focus areas and departments, featuring "Fulton by the Numbers" service statistics for transparency and impact tracking.

Health and Human Services

Objectives:

- Promote healthier lifestyles to prevent illness across all communities.
- Expand healthcare access in underserved “healthcare desert” areas.
- Improve health outcomes through education and resource connection.
- Empower residents via community services that foster personal growth.
- Increase awareness of self-sufficiency programs and support services.

Initiatives:

- Launch construction of the Behavioral Health Crisis Center at 4700 North Point Parkway in partnership with GA DBHDD.
- Complete the North Health and Human Services (HHS) Center.
- Finalize feasibility and begin construction of the South Health and Human Services (HHS) facility.
- Enhance healthcare access in underserved areas with support from Grady, Morehouse clinics, and Grady ER in South Fulton.
- Provide behavioral health services to residents in Permanent Supportive Housing (PSH) units.
- Advance the Integrated Prevention and Care Plan to support HIV elimination.

Results:

- Behavioral Health Crisis Center North
- HHS North at 4700 North Point Parkway
- HHS South Feasibility Study, HHS South
- Project Care, South Fulton Emergency Room, Hospital, and health clinics
- Homeless Services - Continuation of wrap-around BH services for PSH
- HIV Elimination Plan
- New Developmental Disability Center in South Fulton

Justice and Safety

Objectives:

- Implement and monitor nationally recognized standards to ensure a safer, more humane justice system.
- Support vulnerable populations with alternatives to incarceration.
- Strengthen resilience against terrorism, cyber threats, pandemics, and natural disasters.
- Continuously improve service levels across all justice and safety functions.

Initiatives:

- Achieve compliance with the Department of Justice Consent Decree.
- Track justice system performance using technology and automated reporting.
- Design and program the Special Purpose Facility at Fulton County Jail.
- Finalize Continuity of Operations Plans (COOP) and conduct emergency tabletop exercises.
- Plan for additional State Court Judges and coordinate staffing and system enhancements.

Results:

- Consent Decree Compliance Plans and confirming compliance steps in coordination with BOC and FCSO
- Court Insights Implementation, KPIs aligned with core functions of Justices agencies, Case Management Strategies
- COOP Plans for all departments/ agencies and tabletop exercise
- Two additional State Court Judges
- Diversion Center

Open and Responsible Government

Objectives:

- Build a diverse, inclusive, and resilient workforce.
- Enhance public trust and satisfaction with county services.
- Deliver efficient services using performance metrics, technology, and resource optimization.
- Ensure open, accessible, and transparent government operations.
- Increase process efficiencies in the tabulation process for elections
- Maintain fiscal responsibility and budget discipline.

Initiatives:

- Upgrade IT infrastructure for secure and efficient remote and onsite work.
- Attract and retain top talent to maintain high service standards.
- Consolidation and Modernization of workspaces to improve safety, flexibility, and collaboration.
- Enhance ERP systems for better internal service delivery.
- Strengthen department KPIs to align with strategic goals and drive accountability.
- Review of processes within the Registration and Elections

Results:

- Network upgrades, Cyber Security, Technology upgrades – AV, Audio, Laptops, etc.
- Compensation Plans, Marketing, Succession Planning, Benefits upgrades, Daycare Options etc.
- Modern Workplace at the Government Center, Justice Center and other County owned buildings
- ERP System and other system upgrades
- Strategic Plan, KPI's, and Compensation
- Improvement of Reporting times for Elections Results

Arts and Libraries

Objectives:

- Strengthen Community Engagement and Cultural Participation
- Deliver Equitable Access to High-Quality Arts, Culture, and Library Services
- Foster Innovation and Digital Inclusion through Arts and Library Services
- Measure Impact and Improve Residents Experience

Initiatives:

- Continue implementation of the Strategic Plan for the Vision of the Library of the Future with a focus on early literacy and digital inclusion.
- Increase the ability of citizens to receive services virtually for the libraries that improve opportunities for circulation
- Explore and plan for the expansion of the Futures Lab at Underground Atlanta to increase economic opportunities in the digital arts fields

Results:

- Residents continue to show positive customer service response for the libraries and arts programs
- Increase in the number of residents that have completed digital literacy, coding, and creative media programs
- Balance the distribution of funds across all Commission Districts for Contract for Services County-wide
- Increase investments resulting in digital utilization and services

Infrastructure and Economic Development

Objectives:

- Strengthen workforce skills to support local businesses.
- Position Fulton County as a premier business destination through strategic partnerships and incentives.
- Build customer-centric physical and digital infrastructure.
- Lead in sustainable and resilient government operations.
- Invest in infrastructure that drives economic growth (e.g., water, transit, airport).

Initiatives:

- Continue “Renew the District” investments to revitalize the FIB corridor and attract development partners.
- Expand Fulton County Airport with over $100M in strategic investments.
- Invest in wastewater treatment improvements in South Fulton (approximately $500M).
- Administer and renew TSPLOST to fund critical transportation infrastructure projects.
- Jointly create a Commercial Driver License (CDL) and Logistic training center/school with Atlanta Technical College

Results:

- Investments in Renew the District Plan
- Lengthen the Runway, ARFF, Customs Building
- South Fulton water plans, Water & Wastewater Rates, Camp Creek Plant ($500M+)
- Renewal of TSPLOST ($500M+)
- Big Creek wastewater treatment completed ($350M)
- Camp Creek wastewater treatment planning
- CDL and Logistics training center/school

Next Steps for Strategic Plan

STEPS	DATES
Draft of Objectives and Initiatives for BOC meeting - Completed	October 31, 2025
Presentation of the Strategic Objectives and Initiatives in alignment with Financials to the BOC	November 5, 2025
Draft of Plan Completed for Review	January 7, 2026
Adoption by the BOC	January 21, 2026
Completed the Negotiations with Departments on KPI's	January 31, 2026
Monitoring and Continuous Improvement	January 31, 2027
Operational Reports	Monthly 2026

Financial Perspective

Multi-Year Financial Plan - Update

- **Align high level financial and strategic plans**
- **Expand multi-year financial view from 5 to 10 years**
- **Provide general view of expected revenue and expenditures**
- **Identifies underlying assumptions with millage rate impacts**

FULTON COUNTY

What's Ahead of Us for the Next 10 Years

- **Impacts on General Fund Revenue the next 10 Years**
  - Tax Allocation Districts (TADS) Roll-Off
  - Local Option Sales Tax (LOST)
- **Capital Investments and Debt Service**
  - Jail Construction
  - Grady South Fulton Hospital
  - Office Consolidation and Modernization
  - Health and Human Services South and North
- **Conservative Expense Growth for Services and Functions**
  - Millage Rate set to meet those needs
  - Maintaining or expanding services through enhanced efficiency
- **Consent Order Expenses and associated Millage Rate Impacts**
- **Expected decline in defined benefits pension contributions will help to offset increase in costs**

FULTON COUNTY

How can we fund the Strategic Capital Investments?

	Growth @	through 2057
Value of Tax Increment Returned as TADS expire	4.00%	$2.4 Billion
	4.25%	$2.55 Billion
	4.50%	$2.7 Billion
Estimated Debt Service for Facilities:		
Jail Construction	2057	$2 Billion
Grady South Fulton Hospital	2067	$463 million
Office Consolidation and Modernization	2055	$165 million
	Total	$2.6 Billion

FULTON COUNTY

Can the 8.87 millage rate support incremental operating expenditures?

Between 2026 – 2033

- The estimated incremental costs related to consent order and other operating costs will present a challenge within the existing millage rate and may require an increase or other actions to suppress and align expense growth to revenue growth.

Between 2033 – 2037

- Millage rate relief begins to materialize when the pension contribution is reduced and with the potential renegotiated proceeds from LOST.

FULTON COUNTY

2026 General Fund Operating Enhancement Requests

Focus Areas	Total Requested	%
Arts and Libraries	4,708,833	2%
Health and Human Services	19,092,752	7%
Infrastructure and Econcomic Development	14,225,723	5%
Justice and Safety	188,506,606	72%
Open and Responsible	36,079,707	14%
Grand Total	**262,613,621**	**100%**

Focus Areas	Consent Order *	Multi-Year View	Maintain/Expand/New
Arts and Libraries	-	1,700,000	3,008,833
Health and Human Services	-	100,000	18,992,752
Infrastructure and Econcomic Development	4,942,209	-	9,283,514
Justice and Safety	65,007,484	4,881,380	118,617,742
Open and Responsible	-	27,547,936	8,531,771
Grand Total	**69,949,693**	**34,229,316**	**158,434,612**

Currently Proposed to Fund	**14,850,000**

Note: * Subject to review and has been identified on the Consent Order Log by the County Attorney, County Manager, reviewed with the Monitor, and presented to the BOC for direction.

Initial FY 2026 General Fund Budget Overview

Initial FY 2026 General Fund Budget		
Beginning 2026 fund balance (estimated)	$	232.7
Amount reserved (16.66% of 2026 Expenditure Budget)		(183.5)
Amount of fund balance available for 2026 spending		49.2
Estimated 2026 Anticipated Revenues at 8.87 mils	$	955.1
Total 2026 available resources to fund the budget		1,004.3
2026 Recurring and Non-Recurring Budget		1,041.0
Difference -funding gap @8.87 millage rate	$	(36.7)
New Consent Order budgetary range requirements		$30M to $60M
Funding Gap with New Consent Order Range		$66.7M to $96.7M
2026 Total Expenditure Budget Ranges		$1,071M to $1,101M

FULTON COUNTY

2026 Directional Discussion

- **Seek BOC direction on funding plan for consent order compliance**

- **Seek BOC direction on funding plan for other operational incremental costs**

Expenditure Considerations:

- Increase attrition factor or eliminate vacant positions
- Elimination of Programs
- Limit or eliminate enhancements
- Hold to 2025 expenditure levels
- Do not provide employees with cost-of-living adjustments
- Other Options

Revenue Considerations:

- Assume a higher digest growth factor
- Assume a higher collection factor
- Increase the millage rate
- Other Options

FULTON COUNTY

Next Steps

2026 Budget Preparation and Adoption

April 17 – 18	2026 Capital Portal Training (virtual)
April 21 – July 14	2026 Capital Portal Open (Requests Submitted)
August 12 & 14	2026 Budget Training (virtual)
August 15– August 22	Review of Base Budget Detail (Personnel and Operating) with Departments
August 22 – September 5	Departments Submit Budget Requests within Performance Budgeting System and Submission of Operating Enhancements
September 8 to October 17	Review of Budget Requests Budget Discussion w/ Depts and Elected Officials (Oct 6-10)
November 5	2026 Budget Update to the BOC
November 6-14	Individual Strategic and Multi-Year Financial Plan Meetings
On or before November 15	Submission of Proposed Budget
November 19	Presentation of Proposed Budget at BOC Meeting
December 3	Official Public Hearings
First or Second BOC Meeting in January 2026	Adoption of 2026 budget

We Are Here

FULTON COUNTY

QUESTIONS

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0826 **Meeting Date:** 11/5/2025

Department
Human Resources Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request for approval of a Resolution amending Resolution 25-0314, to clarify that eligible employees selected for participation in the Childcare Pilot Program may be reimbursed for childcare payments made directly by the eligible employee or by other members of the eligible employee's household, upon satisfactory proof, as determined by the Chief Human Resources Officer.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Fulton County Board of Commissioners' Resolution #25-0314

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

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

Is this a purchasing item?
No

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

Scope of Work: The Chief Human Resources Officer has identified a need to clarify whether employees approved to participate in the Childcare Pilot Program authorized by Resolution #25-0314 who incurred childcare expenses but used a payment instrument - such as a credit card, bank account or electronic payment method - belonging to another member of their household to pay for those expenses may be reimbursed for such payments through the Childcare Pilot Program.

If this resolution is approved, the Board of Commissioners would amend Resolution #25-0314 to clarify that

eligible employees participating in the Childcare Pilot Program may be reimbursed for childcare payments made either directly by the employee or by another individual residing in the same household, provided the employee submits satisfactory proof of the expense and it is verified by the Chief Human Resources Officer or his designee. This amendment ensures the program functions as intended to provide the maximum reimbursement to eligible employees while reducing ambiguity.

Implementation of this amendment will provide clarity, reduce delays, avoid unnecessary denials, and support efficiency in reimbursement processing.

Community Impact: There is no community impact.

Department Recommendation: The department recommends approval.

Project Implications: There are no project implications.

Community Issues/Concerns: There are no community issues or concerns.

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

Fiscal Impact / Funding Source

Funding Line 1:

n/a

powered by Legistar™

A RESOLUTION AMENDING RESOLUTION 25-0314 TO CLARIFY THAT ELIGIBLE EMPLOYEES MAY BE REIMBURSED FOR CHILD CARE PAYMENTS MADE BY THE ELIGIBLE EMPLOYEE OR MEMBERS OF THE ELIGIBLE EMPLOYEE'S HOUSEHOLD.

WHEREAS, on April 16, 2025, the Fulton County Board of Commissioners ("BOC") approved Resolution 25-0314 which created and established a pilot program for the reimbursement of child care expenses to certain eligible employees ("Pilot Program"); and

WHEREAS, on August 6, 2025, the BOC amended Resolution 25-0314, by approving Resolution 25-0565, which waived the 10-mile radius requirement for eligible employees who have eligible dependents attending child care facilities providing special needs care if approved by the Chief Human Resources Officer; and

WHEREAS, following approval of Resolutions 25-0314 and 25-0565, the Pilot Program was launched and the Chief Human Resources Officer and Department of Human Resources Management randomly selected 100 eligible employees ("Selected Employees") to participate in the Pilot Program; and

WHEREAS, Resolution 25-0314 provides that reimbursement will be permitted "upon satisfactory proof of the expense as determined by the Finance Department"; and

WHEREAS, the Chief Human Resources Officer has received feedback from Selected Employees indicating confusion regarding whether they may be reimbursed for child care expenses incurred for the care of their child if the payment method (e.g., a credit card) only identifies another member of the Selected Employee's household; and

WHEREAS, the Chief Human Resources Officer recommends that Resolution 25-0314 be further amended to address this confusion; and

WHEREAS, the BOC wishes to address Selected Employees confusion while ensuring that the maximum number of Selected Employees benefit from the Pilot Program and receive reimbursement for the child care expenses that are expended for the care of their child or children.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Fulton County hereby amends Resolution 25-0314, to specify that eligible employees selected for participation in the pilot program for the reimbursement of child care expenses may be reimbursed for payments for child care expenses made directly by the eligible employee or other individuals living in the same household as the eligible employee upon satisfactory proof as determined by the Chief Human Resources Officer.

BE IT FURTHER RESOLVED, that the remaining conditions for reimbursement as outlined in Resolutions 25-05314 and 25-0565 are not changed.

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.

SO PASSED AND ADOPTED, this _____ day of_____, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored By:

_____
Robert L. Pitts, Chairman (At-Large)

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0827 **Meeting Date:** 11/5/2025

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: January 1, 2026, though June 30, 2026.

Requirement for Board Action
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

Not Applicable

Exhibits Attached

Exhibit 1: Performance Evaluation
Exhibit 2: GTA Contract
Exhibit 3: Estimated Cost

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

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$500,000.00
TOTAL:	$500,000.00

Fiscal Impact / Funding Source

Agenda Item No.: 25-0827 **Meeting Date:** 11/5/2025

100-999-S666-1493: General, Non-Agency, Network Telecom-Subject to availability and approval of the BOC.

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 6/30/2026
Cost Adjustment:	**Renewal/Extension Terms**: N applicable

Overall Contractor Performance Rating:97

Would you select/recommend this vendor again?
Yes

Report Period Start: **7/30/2025**

Report Period End: **8/25/2025**

Performance Evaluation Details

ID	E2
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	07/30/2025 to 08/19/2025
Effective Date	08/25/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/25/2025 09:52 AM EDT
Completion Date	08/25/2025 09:52 AM EDT
Evaluation Score	97

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 **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*

Docusign Envelope ID: D1667787-CFA4-404E-913F-C7FDBAF757B4

AMENDMENT No. 05 TO
MASTER SERVICES AGREEMENT FORGTA DIRECT SERVICES
98000-GTA Direct-CONTRACT-4666-COM

This Amendment No. 05 (the "Amendment No. 05") is made this 12th day of May , 2025, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **COMCAST BUSINESS COMMUNICATIONS, LLC** ("Contractor"), a Pennsylvania based limited liability corporation.

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. 1, entered into on September 24, 2020;
Amendment No. 2, entered into on May 24, 2021;
Amendment No. 3, entered into on June 7, 2023; and
Amendment No. 4, entered into on April 29, 2024.

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, 2025 until June 30, 2026.

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. 05 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. 05, 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. 05 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: D1667787-CFA4-404E-913F-C7FDBAF757B4

IN WITNESS WHEREOF, the parties have caused this Amendment No. 05 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 84065026CE1648A...

Name: Michael J. Mazza

Title: Vice President

Date: 5/13/2025

GEORGIA TECHNOLOGY AUTHORITY

By: Signed by: Mark Albright C33497EBE4CB48B...

Name: Mark Albright

Title: Business Management Officer

Date: 5/20/2025

Docusign Envelope ID: D1667787-CFA4-404E-913F-C7FDBAF757B4

EXHIBIT A

Contractor Affirmations
Scrutinized Companies – O.C.G.A. § 50-5-84

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized company."

A **scrutinized company** is a company conducting business operations in Sudan, that is involved in power production activities, mineral extraction activities, oil- related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. § 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

Additionally, a **scrutinized company** is defined as any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit owned or operated by the Government of China, Russia or Belarus.

If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

_X_ I certify that my company is **NOT** a "scrutinized company."

____ I certify that my company **IS** a "scrutinized company."

____ I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-84.

Docusign Envelope ID: D1667787-CFA4-404E-913F-C7FDBAF757B4

Vendor Name: Comcast Business Communications, LLC

Contract Number: 98000-GTA Direct-CONTRACT-4666-COM

Signed by: Signed by: Michael J Mazza 84065026CE1648A...

Email: michael_mazza@cable.comcast.com

EXHIBIT B

Contractor Affirmations
Boycott of Israel - O.C.G.A. § 50-5-85

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it has not nor will engage in a "Boycott of Israel." The State of Georgia passed a law that requires our current and future supplier certify that they will not boycott Israel in accordance with O.C.G.A. § 50-5-85.

> "Supplier certifies that the Supplier is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85."

False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.
If the Supplier is engaged in or has previously participated in a boycott of Israel, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit that company to submit a bid or proposal. Any company that has engaged in a boycott of Israel desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

_X_ I certify that my company is **NOT** engaged in a boycott of Israel.

____ I certify that my company **IS** engaged in a boycott of Israel.

____ I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-85.

Docusign Envelope ID: D1667787-CFA4-404E-913F-C7FDBAF757B4

Vendor Name: Comcast Business Communications, LLC

Contract Number: 98000-GTA Direct-CONTRACT-4666-COM

Signed by: Signed by: Michael J Mazza 84065026CE1648A...

Email: michael_mazza@cable.comcast.com

Account #	Service Description (Voice & Data)	Quantity	Unit Cost	Monthly /Recurring Cost
XXXXX7410 (1)	EDI 2000Mb	15	$1,654.39	$4,963.17
	EDI 2000Mb	2	$3,001.83	$6,003.66
	EDI 2000Mb	1	$3,016.83	$3,016.83
	EDI 200Mb	12	$360.00	$0.00
	EDI 2000Mb	3	$1,654.39	$0.00
	ENS 2000Mb	6	$3,016.83	$18,100.98
	ENS 2000Mb	2	$3,925.00	$7,850.00
	ENS 2000Mb	1	$1,290.00	$1,290.00
	ENS 1000Mb	1	$1,350.00	$1,350.00
	ENS 300Mb	1	$850.50	$850.50
	ENS 50Mb	1	$679.00	$679.00
	EPL 4000Mb	1	$5,656.00	$5,656.00
	EPL 2000Mb	1	$4,610.00	$4,610.00
	EPL 1000Mb	2	$4,053.88	$8,107.76
	WAVE 10Gb	2	$5,000.00	$0.00
	EDI 10Gb	1	$4,326.15	$0.00
	EDI 1Gb	1	$743.00	$0.00
	SW-WAN Routers	15	$499.00	$7,485.00
	Managed Router	1	$205.00	$205.00
	EDI 2Gb	1	$1,654.39	
	EDI 2GB (Future)			
	Surcharges			$17,741.97
Total				$87,909.87

Account #	Service Description (Voice & Data)	Quantity	Unit Cost	Monthly /Recurring Cost
XXXXXXXXXXX3444 (2)	Analog Voice	136	24.95	$3,393
	Equipment Fee	34	24.95	$848
	Analog Voice	30	24.95	$749
	Equipment Fee	15	24.95	$374
	Analog Voice	200	24.95	$4,990
	Equipment Fee	9	24.95	$225
	Analog Voice	3	24.95	$75
	Equipment Fee	1	24.95	$25
	Analog Voice future estimate	2000	24.95	$50,000

Total				

Total for both accounts

Future Monthly/Recurring	Comments
$24,816.00	ENS Replacement for County Priority Sites- Dedicated Internet
$3,309.66	Existing EDI Data Center 2- Dedicated Internet
$1,654.39	Existing EDI Data Center 1- Dedicated Internet
$4,320.00	EDI for Senior Centers- In process- Dedicated Internet
$4,963.00	EDI for Tax/Tag Offices- Extention of ENS Replacment for Priority Sites
$0.00	Existing ENS- Site to Site Network- Going Away Soon
$0.00	Existing ENS- Site to Site Network- Going Away Soon
$0.00	Existing ENS- Site to Site Network- Going Away Soon
$0.00	Existing ENS- Site to Site Network- Going Away Soon
$0.00	Existing ENS- Site to Site Network- Going Away Soon
$0.00	Existing ENS- Site to Site Network- Going Away Soon
$0.00	Existing EPL- Point to Point Network- Going Away Soon
$0.00	Existing EPL- Point to Point Network- Going Away Soon
$0.00	Existing EPL- Point to Point Network- Going Away Soon
$10,000.00	Wavelength Point to Point- Replacing the Existing EPLs- In Process Not Billing Yet
$4,326.00	EDI for Library Systems Backup- Dedicated Internet- In process Not Billing Yet
$743.00	EDI for West Fulton Health Center- Dedicated Internet- In process Not Billing Yet
$0.00	SW-WAN Routers Part of ENS Replacement- Not Billing Yet and will be removed once Palo Alto SD-WAN is installed
$0.00	
$1,654.39	County Sheriffs
$10,000.00	
$17,741.97	
$83,528.41	

Future Monthly /Recurring Cost	Comments
$3,393	(4) lines for Library Systems (34 sites)
$848	Equipment Fee for Voice services for Library Systems
$749	(2) lines for Senior Centers (15 sites)
$374	Equipment Fee for Voice services for Senior Centers
$4,990	(200) lines for Juvenile Court- Not billing yet
$225	Equipment Fee for Juvenile Court- Not billing yet
$75	(3) lines for UGA Extension Office
$25	Equipment Fee for UGA Exension Office
$50,000	Future Project Estimates

$60,678.60	

$144,207.01

Account #	Service Description (Voice & Data)	Quantity	Unit Cost	Monthly /Recurring Cost
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	EDI 2000Mb	3	$1,654.39	$0.00
	ENS 2000Mb	6	$3,016.83	$18,100.98
	ENS 2000Mb	2	$3,925.00	$7,850.00
	ENS 2000Mb	1	$1,290.00	$1,290.00
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	SW-WAN Routers	15	$499.00	$7,485.00
	Managed Router	1	$205.00	$205.00
	EDI 2Gb	1	$1,654.39	
	EDI 2GB (Future)			
	Surcharges			$17,741.97
Total				$87,909.87

Future Monthly/Recurring	Comments
$24,816.00	ENS Replacement for County Priority Sites- Dedicated Internet
$3,309.66	Existing EDI Data Center 2- Dedicated Internet
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$0.00	Existing ENS- Site to Site Network- Going Away Soon
$0.00	Existing ENS- Site to Site Network- Going Away Soon
$0.00	Existing EPL- Point to Point Network- Going Away Soon
$0.00	Existing EPL- Point to Point Network- Going Away Soon
$0.00	Existing EPL- Point to Point Network- Going Away Soon
$10,000.00	Wavelength Point to Point- Replacing the Existing EPLs- In Process Not Billing Yet
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$743.00	EDI for West Fulton Health Center- Dedicated Internet- In process Not Billing Yet
$0.00	SW-WAN Routers Part of ENS Replacement- Not Billing Yet and will be removed once Palo Alto SD-WAN is installed
$0.00	
$1,654.39	County Sheriffs
$10,000.00	
$17,741.97	
$83,528.41	

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	Analog Voice	200	24.95	$4,990
	Equipment Fee	9	24.95	$225
	Analog Voice	3	24.95	$75
	Equipment Fee	1	24.95	$25
	Analog Voice future estimate	2000	24.95	$50,000
Total				$60,679

Comments
(4) lines for Library Systems (34 sites)
Equipment Fee for Voice services for Library Systems
(2) lines for Senior Centers (15 sites)
Equipment Fee for Voice services for Senior Centers
(200) lines for Juvenile Court- Not billing yet
Equipment Fee for Juvenile Court- Not billing yet
(3) lines for UGA Extension Office
Equipment Fee for UGA Exension Office
Future Project Est

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0828 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000112-0001, Fuel Card Management Services in the total amount of $145,000.00 with WEX Bank (Salt Lake City, UT), to provide fuel card management services for Fulton County fleet vehicles. Effective date: January 1, 2026 through September 30, 2026.

Requirement for Board Action
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
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 Statewide contract provides fuel dispensing via WEX cards for County vehicles that are required to operate outside of Metro Atlanta, or for County vehicle users that are routinely outside a 10-mile radius of County-owned fuel sites. Departmental fleet/fuel coordinators are required to review all WEX expenditures each month and costs are covered by each user agency's operating budget. The current term of SWC#99999-001-SPD0000112-0001, Fuel Card Management Services ends September 30, 2026, so DREAM is requesting a term that coincides with the underlying contract and also ends September 30, 2026.

Scope of Work: WEX fuel cards are Visa-badged fuel cards that allow users to purchase fuel at any

retail location through the Metro Atlanta area. Ninety-five (95) percent of WEX card users are Law Enforcement Officers and senior County officials.

Benefits of using this SWC are:

- No account set-up fee
- No monthly card fees
- Approximately 1-2% discount on average retail fuel costs.
- No fee for replacement cards
- Access to Strategic Card Support for special customer service
- Early payment rebate ranges from 0.10% to 0.13%

Community Impact: None that the Department is aware.

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

This contract is managed by the Department of Real Estate and Asset Management's Fleet Division.

Project Implications: This contract is critical component of providing continuity of operations for County law enforcement agencies as well as ensuring County staff have access to fuel when traveling outside of a 10-mile radius of County-owned fuel sites.

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

Department Issues/Concerns: If this Statewide Contract is not approved, the Department will not be able to provide fuel dispensing services to the County fleet vehicles operating outside of a 10-mile radius of County owned fueling sites for FY2026.

Contract Modification: This is a new request

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: SWC Contract Extension No. 5
Exhibit 2: SWC #99999-001-SPD0000112-0001
Exhibit 3: Performance Evaluation
Exhibit 4: Cooperative Purchasing Justification and Approval Form

Contact Information

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

Agenda Item No.: 25-0828 **Meeting Date:** 11/5/2025

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$.00
This Request:	$145,000.00
TOTAL:	$145,000.00

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5223-1712: Internal Service, Real Estate and Asset Management, Gasoline- $145,000.00
“Subject to availability of funding adopted for FY2026 by the BOC”

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 9/30/2026
Cost Adjustment:	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2025**

Report Period End: **6/30/2025**

Docusign Envelope ID: 88B85449-53C3-4139-851A-98F79466C1B0

CONTRACT AMENDMENT # 10
EXTENSION # 5

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	WEX BANK
Contract Number:	99999-001-SPD 0000112-0001
Contract Description:	Fuel Card Management Services
Contract Start Date:	September 22, 2014
Current Contract Term:	October 1, 2024 - September 30, 2025

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

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

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

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	October 1, 2025
End Date of New Contract Term:	September 30, 2026

Docusign Envelope ID: 88B85449-53C3-4139-851A-98F79466C1B0

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

2. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	WEX Bank
Authorized Signature:	Signed by: Jason Price EE6EEC720DFF478...
Printed Name and Title of Person Signing:	Jason Price President
Date:	8/15/2025
Company Address:	111 East Sego Lily Drive, Suite 250, Sandy, UT 84070

APPROVED

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	8/28/2025
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

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Department of Administrative Services
Customer Focused, Performance Driven

Statewide Contract Information Sheet

Statewide Contract Number	**99999-001-SPD0000112-0001**		
Name of Contract	**Fuel Card Management Services**		
Effective Date	**October 1, 2014**	**Expiration Date:**	**September 30, 2025**
Contract Table of Contents			
Suppliers Awarded	**1**	**Contract Information:**	**Mandatory**
Contract Information for Supplier			**Page Number**
Wex Bank			**2**
Additional Contract Information			
General Contract Information			**3**
Ordering Instructions			**4**
Frequently Asked Questions			**5**
Contract Renewals/ Extensions/ Changes			**8**
DOAS Contact Information			**9**

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Supplier Information Sheet

Contract Information	
Statewide Contract Number	**99999-001-SPD0000112-0001**
PeopleSoft Supplier Number	**0000094858**
Supplier Name & Address	
WEX Bank 111 East Sego Lily Drive Suite 250 Sandy, Utah, 84070	
Contract Administrator	
Janet Parker janet.parker@wexinc.com 207-749-6176	
Contact Details	
Ordering Information	Chris Buchanan christopher.buchanan@doas.ga.gov 404-463-6410
Remitting Information	Fleet Services P.O. Box 6293 Carol Stream, IL 60197-6293
Delivery Days	N/A
Discounts	.0010% net 10 .0012% net 7 .0013% net 5 (see details below)
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

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General Contract Information

(1) No set up or card fees apply

(2) Early Payment Rebates Available

- Payment received within 10 days of the billing date appearing on the monthly invoice: .10% (0.0010) off retail transactions
- Payment received within 7 days of the billing date appearing on your weekly invoice: .12% (0.0012) off retail transactions
- Payment received within 5 days of the billing date appearing on the weekly invoice: .13% (0.0013) off retail transactions

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Ordering Instructions

Initial Fuel Cards

State Agencies

- Contact Chris Buchanan, Office of Fleet Management 404 463 6410 christopher.buchanan@doas.ga.gov

Local Government

- Contact Government Inside Sales Team 866-527-8870 or governmentmailbox@wexinc.com

Replacement Fuel Cards

State Agencies

- Visit: www.wexonline.com

Local Government

- Follow local Fleet/Purchasing directives

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Frequently Asked Questions For New Fleet Accounts

1. **How long will the process take for me to have my new fuel card?**
   Once you apply for an account you should receive your new fuel cards within 2 weeks.

2. **When will the implementation take place?**
   A Representative from WEX will be reaching out to your Fleet Coordinator once your account is approved to implement your new account. (within 5-7 days of applying) During implementation they will need your vehicle and driver information as well as address and contact information. They will also go over any reporting needs.

3. **Who will contact me for implementation? What will be the communication method?** Your Fleet Coordinator (contact on the application) will be contacted by a representative of our implementation team via email or phone.

4. **Who should I call for assistance once I have my cards?**
   You can call into customer service, 24/7, for account assistance - 800-492-0669

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Changes/Renewals/Extensions

1. **Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2017.**
2. **Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2018.**
3. **Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2019**
4. **Contract is currently on Renewal #4. The effective date of the renewal is Oct. 1, 2020.**
5. **Extension #1 is effective from Oct. 1, 2021 - September 30, 2022.**
6. **Extension #2 is effective from Oct. 1, 2022 - September 30, 2023.**
7. **Extension #3 is effective from Oct. 1, 2023 - September 30, 2024.**
8. **Extension #4 is effective from Oct. 1, 2024 - September 30, 2025.**

DOAS Contact Information

*See Team Georgia Marketplace (Click Open Summary) for current Contract Management Specialist contact information.

Performance Evaluation Details

ID	E8
Project	Fuel Card Management Services
Project Number	SWC#99999-001-SPD0000 112-0001
Supplier	WEX Bank
Supplier Project Contact	Denise Baumgart (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	08/04/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/04/2025 10:25 AM EDT
Completion Date	08/04/2025 10:25 AM EDT
Evaluation Score	97

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 The vendor is capable of providing fuel in many of fueling sites.

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 The vendor is responsive to the county request for services

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 Fueling service is available when needed from State to State.

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

Rating

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

Comments The vendor personnel are capable and effective.

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 Outstanding oversight of the statewide contract for the county.

GENERAL COMMENTS

Comments *Not Specified*

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

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

Requesting Department/Agency: Real Estate and Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3772

Cooperative Contract Number and Title: SWC#99999-001-SPD0000112-0001, Fuel Card Mg

Estimated Contract Spend: $145,000.00

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

☐ **Public Cooperative Entity** (Ex: NASPO)
List cooperative entity:_____

☐ **Federal Government** (Ex: GSA contract)

☑ **State of Georgia Statewide Contracts**
(Department of Administrative Services)

☐ **Other Governmental Entity**
(Ex: City of Atlanta)
List Government Entity: _____

Verification Requirements

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

1. Provide justification for the use of the cooperative purchase.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
    a. Leveraging benefits of volume purchasing
    b. Volume discounts
    c. Service delivery requirement advantages
    d. Document market research that was completed to determine use of cooperative purchase request.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

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

Purchasing Representative Recommendation:

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

☐ meets the requirements ☐ does not meet the requirements

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

(CAPA/APA) Purchasing Agent _____ Date_____

Chief Purchasing Agent _____ Date_____

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0829 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000203-0001, and SWC#99999-001- SPD0000203-0003, New Tires and Retread Tubes in the total amount not to exceed $105,000.00 with (A) Bridgestone Americas Tire Operations, LLC, through authorized dealer Southern Tire Mart (Atlanta, GA) in the amount not to exceed $25,000.00; and (B) The Goodyear Tire & Rubber Company, through authorized dealer NexTire Commercial, Inc. (Decatur, GA) in the amount not to exceed $80,000.00, to provide tires, tubes, accessories and repair services on an as-needed basis for Fulton County fleet vehicles. Effective dates: January 1, 2026 through June 30, 2026.

Requirement for Board Action
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

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

Is this a purchasing item?
Yes

Summary & Background: This request is for approval of two statewide contracts to cover the costs to provide tires, tubes, accessories, and repair services for Fulton County fleet vehicles in the total amount not to exceed $105,000.00, with effective dates from January 1, 2026 through June 30, 2026.

The current Statewide Contracts #99999-001-SPD0000203-0001 & #99999-001-SPD0000203-

0003 for New Tires and Retread Tires will expire on June 30, 2026. Thus, DREAM is requesting a contract term of January 1, 2026, through June 30, 2026, in the amount of $105,000.00, to coincide with the current Statewide Contracts' terms.

Scope of Work: These statewide contracts provide tires, tubes, accessories, and repair services for County fleet vehicles. The scope of work requires that the provider is able to outsource and receive 95% of all tires and accessories within 24 hours of notice, and provide a warranty on all tires, tubes, and accessories against defects in material and workmanship. This service operates on an as-needed basis and provides the County with maximum flexibility to have multiple sources for services.

Community Impact: None that the Department is aware of.

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

These statewide contracts are time and materials contracts, and the requested spending authority in the total amount of $105,000.00 is sufficient to cover the costs for new tires, accessories, and repair services for Fulton County fleet vehicles through the expiration date of June 30, 2026.

Project Implications: This service is a critical component in providing maintenance technicians, special tires, tubes, accessories, and inventory resources for approximately 1,047 County fleet vehicles.

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

Department Issues/Concerns: If these statewide contracts are not approved, the Department will not be able to provide tires, tubes and accessories and repair services to County fleet vehicles.

Contract Modification No, this is a new procurement.

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: SWC Contracts
Exhibit 2: Authorized Dealers Lists- Goodyear Tires & Bridgestone Tires
Exhibit 3: Cooperative Purchasing Justification and Approval Form- New Tires

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:	$105,000.00
TOTAL:	$105,000.00

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5223-1710: Internal Services, Real Estate and Asset Management, Garage Parts- $105,000.00 “Subject to availability of funding adopted for FY2026 by BOC”

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 6/30/2026
Cost Adjustment:	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Report Period Start: **N/A**

Report Period End: **N/A**

Supplier Information Sheet

Statewide Contract Number	99999-001-SPD0000203-0001		
Peoplesoft Vendor Number	0000229570		
Supplier Name	Bridgestone Americas Tire Operations LLC		
Contract Description	New Tires and Retread Tires		
Effective Date	7/1/2022	**Expiration Date**	6/30/2026
Suppliers Awarded	4	**Contract Type:**	**Mandatory**

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DOAS Contact Information	**8**

Supplier Contract Information

Supplier Name & Address
Bridgestone Americas Tire Operations LLC 200 4th Avenue South Nashville, TN 37201

Contract Administrator	
TJ Lolonde lalondethomas@bfusa.com 503-349-7605	Justin Maharaj maharajjustin@bfusa.com 678-429-5427

Contract Details	
Remittance Information	Bridgestone Americas Tire Operations LLC 200 4th Avenue South Nashville, TN 37201
Pricing Structure	Discount off MSRP by Category
Delivery Days	15 days if backordered
Payment Terms	N30
Authorized Users	State and Local Government
Acceptable Payment Method	Purchase Orders, Purchasing Card, ACH, Check

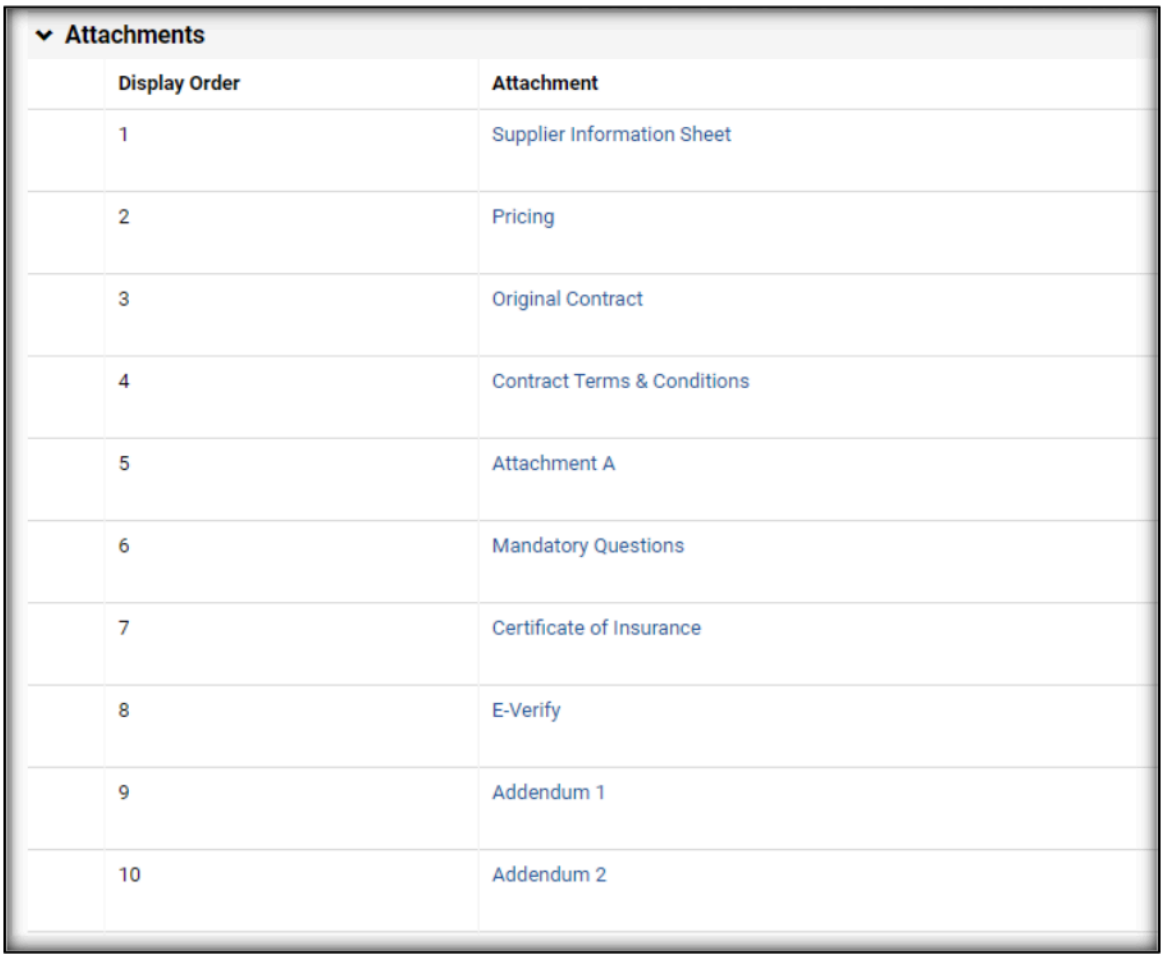
Ordering Instructions

1. Determine the tire(s) needed to purchase.
2. Locate the supplier(s) that provides the tire's associated category.
3. Select the supplier.
4. Determine the price by utilizing the manufacturer's catalog and provide the appropriate discount.
5. Contact the supplier and reference the contract number for State pricing.
6. Place the order.

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
- Original Contract/Terms and Conditions
- Attachment A (original solicitation document)
- Mandatory Questions
- Certificate of Insurance
- E-Verify Affidavit
- Addendums
- Renewals/Extensions/Amendments
- Notice of Intent to Award
- Notice of Award



Attachments

Display Order	Attachment
1	Supplier Information Sheet
2	Pricing
3	Original Contract
4	Contract Terms & Conditions
5	Attachment A
6	Mandatory Questions
7	Certificate of Insurance
8	E-Verify
9	Addendum 1
10	Addendum 2

General Contract Information

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **New Tires and Retread Tires (99999-001-SPD0000203)** with Bridgestone Americas Tire Operations LLC, Michelin North America, Inc., The Goodyear Tire & Rubber Company, and Continental Tire the Americas LLC. The purpose of this contract is **to provide an extensive range of tires to authorized users throughout the State.**

This is a **MANDATORY CONTRACT** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to all other Governmental Entities in the State of Georgia such as state authorities, local government, municipalities, cities, townships, and counties. **In accordance with O.C.G.A. 50-5-60.3, for authorized users under any State Entities, Retread Tires are required for truck tires of over 16-inch rim size used on non-steering axles.**

The suppliers were awarded the respective categories as follows:

Category Number	Category Name	Suppliers Awarded
Category 1	Medium Truck Tires	Bridgestone, Michelin, and Continental
Category 2	Pursuit Tires	Bridgestone and Goodyear
Category 3	Passenger Tires	Bridgestone and Goodyear
Category 4	Light Truck Tires	Goodyear, Michelin, Bridgestone, and Continental
Category 5	Farm, Tractor, Heavy Equipment, and *Off* the Road Tires	Michelin and Bridgestone
Category 6	Heavy Truck Tires	Michelin and Continental
Category 7	Medium Truck Tires: Retreads	Goodyear and Michelin
Category 8	Light Truck Tires: Retreads	Goodyear and Bridgestone
Category 9	Farm, Tractor, Heavy Equipment, and *Off* the Road Tires: Retreads	Bridgestone and Michelin
Category 10	Heavy Truck Tires: Retreads	Goodyear and Michelin

Key benefits of the contract include:

- Competitive discounts *off* list price for all products.
- Authorized user may choose among the multiple awarded suppliers in each category.
- Dedicated contract management team who will manage the daily operations of this statewide Contract.

Amendments / Renewals / Extensions

Base Term: 7/1/2022 – 6/30/2024

Renewal 1: 7/1/2024 – 6/30/2025

Renewal 2: 7/1/2025 – 6/30/2026

Renewal 3:

NIGP Codes

86307	Tires and Tubes
07581	Tire Changing Equipment
07582	Tire Changing Tools and Accessories: Lug Wrenches, Tire Gauges, Tire Mounting Lubricant Tire Pumps, etc.
07584	Tire Storage Racks
07585	Tire Treatments, Anti-skid
54585	Tire Shredders
56084	Wheels, Industrial: Steel, Pneumatic, Rubber Tired Molded-on

DOAS CONTACT INFORMATION

DOAS Contract Manager

View **Contract Summary** Page in **Team Georgia Marketplace ("TGM")** to see the current contract manager and contact information.

Procurement Help Desk

Telephone: 404-657-6000

Email: doas.prochelpmain@doas.ga.gov

Supplier Information Sheet

Statewide Contract Number	99999-001-SPD0000203-0003		
Peoplesoft Vendor Number	0000008117		
Supplier Name	The Goodyear Tire and Rubber Company		
Contract Description	New Tires and Retread Tires		
Effective Date	7/1/2022	**Expiration Date**	6/30/2026
Suppliers Awarded	4	**Contract Type:**	**Mandatory**

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Supplier Contract Information

Supplier Name & Address
The Goodyear Tire & Rubber Company 200 Innovation Way Akron, OH 44316

Contract Administrator
Kenny Miller 330-796-4352 kenneth_miller@goodyear.com

Contract Details	
Remittance Information	The Goodyear Tire & Rubber Company 200 Innovation Way Akron, OH 44316
Pricing Structure	Discount off MSRP by Category
Delivery Days	15 days if backordered
Payment Terms	N30
Authorized Users	State and Local Government
Acceptable Payment Method	Purchase Orders, Purchasing Card, ACH, Check

Ordering Instructions

1. Determine the tire(s) needed to purchase.
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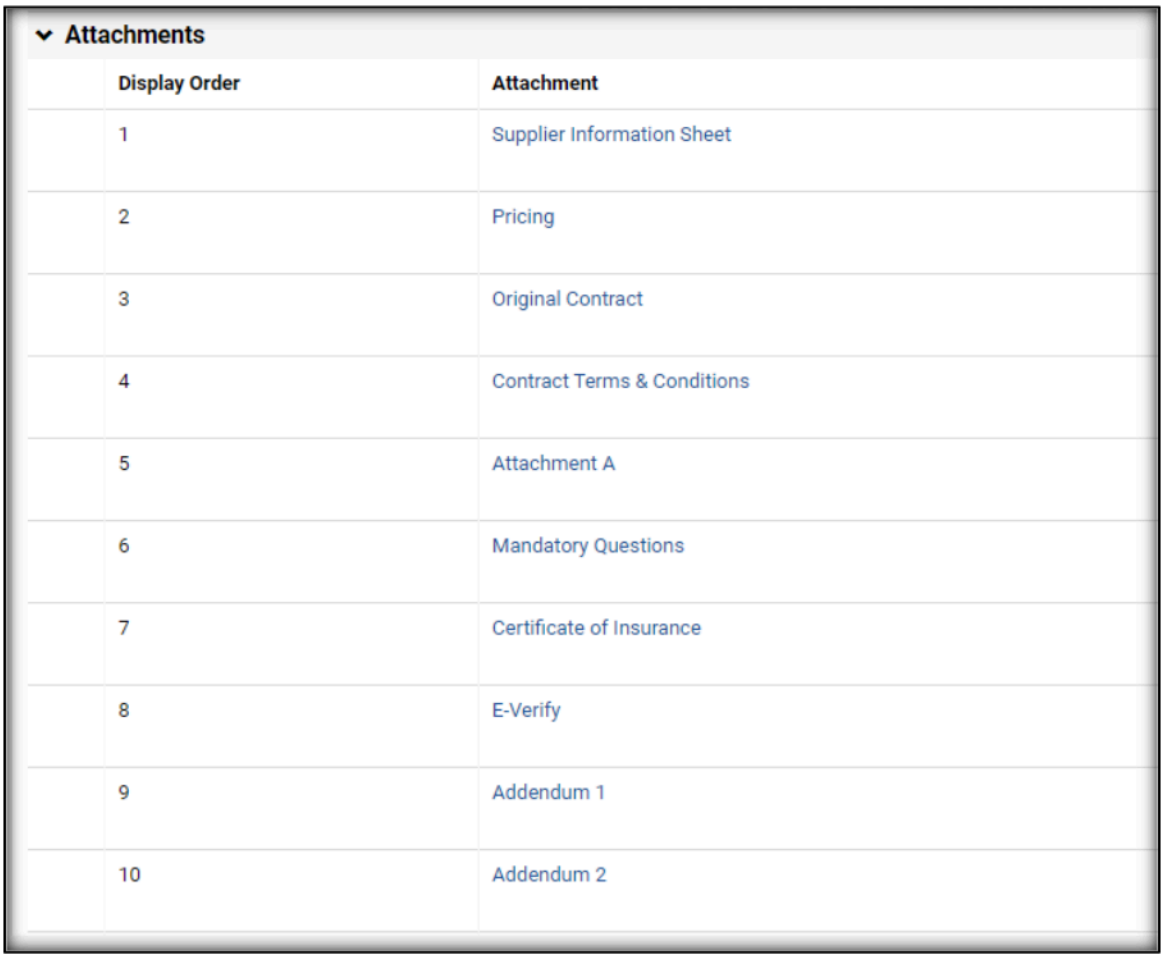

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Category 6	Heavy Truck Tires	Michelin and Continental
Category 7	Medium Truck Tires: Retreads	Goodyear and Michelin
Category 8	Liqht Truck Tires: Retreads	Goodyear and Bridqestone
Category 9	Farm, Tractor, Heavy Equipment, and *Off* the Road Tires: Retreads	Bridgestone and Michelin
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Key benefits of the contract include:

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Email: doas.prochelpmain@doas.ga.gov

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

ACWORTH	FIRESTONE COMPLETE AUTO CARE	3305 COBB PKWY NW	GA	30101-8325	(770)529-1750
ALBANY	FIRESTONE COMPLETE AUTO CARE	2530 DAWSON RD	GA	31707-1325	(229)439-7707
ALBANY	SOUTHEASTERN COMMERCIAL TIRE	318 CORDELE RD	GA	31705-2409	(229) 430-8001
ALBANY	SOUTHEASTERN COMMERCIAL TIRE	1116 SEMINOLE LN	GA	31707-5163	(229) 888-3300
ALPHARETTA	FIRESTONE COMPLETE AUTO CARE	788 N MAIN ST	GA	30009-2376	(770)667-1255
ALPHARETTA	MALCOLM CUNNINGHAM CHEVROLET NORTH POINT	2175 MANSELL RD	GA	30009-4767	(678) 352-2000
ALPHARETTA	TIRES PLUS TOTAL CAR CARE	3895 OLD MILTON PKWY	GA	30005-4492	(770)521-8644
ALTO	HAYES CDJR	3660 STATE HIGHWAY 365	GA	30510-2811	(706) 894-3900
ALTO	HAYES CHEVROLET BU GMC CAD	3565 HWY 365	GA	30510-2811	(706) 776-1144
ATHENS	TIRES PLUS TOTAL CAR CARE	1425 COLLEGE STATION RD	GA	30605-3669	(706)208-9918
ATHENS	TIRES PLUS TOTAL CAR CARE	2155 OCONEE CONNECTOR	GA	30606-5783	(706)549-5583
ATHENS	TIRES PLUS TOTAL CAR CARE	275 COLLINS INDUSTRIAL BLVD	GA	30601-1517	(706)549-6816
ATHENS	UNIVERSITY TIRE	3128 LEXINGTON RD	GA	30605-2445	(706) 548-2224
ATLANTA	FIRESTONE COMPLETE AUTO CARE	201A PERIMETER CENTER PKWY NE	GA	30346-1313	(770)399-5552
ATLANTA	FIRESTONE COMPLETE AUTO CARE	2460 N DRUID HILLS RD NE	GA	30329-3211	(404)325-8802
ATLANTA	FIRESTONE COMPLETE AUTO CARE	3000 HEADLAND DR SW	GA	30311-5422	(404)349-7360
ATLANTA	FIRESTONE COMPLETE AUTO CARE	1776 HOWELL MILL RD NW	GA	30318-3165	(404)351-0029
ATLANTA	FIRESTONE COMPLETE AUTO CARE	5885 BUFORD HWY NE	GA	30340-2421	(770)458-4073
ATLANTA	GORDY TIRE HOWELL MILL	1590 HOWELL MILL RD NW	GA	30318-7695	(404) 355-0118
ATLANTA	SOUTHERN TIRE MART	4600 FULTON INDUSTRIAL BLVD SW	GA	30336-2208	(404) 835-1374
ATLANTA	TIREHUB LLC	1 RAVINA DR STE 1300	GA	30346-2128	(479) 462-6099
ATLANTA	TIRES PLUS TOTAL CAR CARE	3735 CASCADE RD SW	GA	30331-2107	(404)696-6614
ATLANTA	TIRES PLUS TOTAL CAR CARE	3041 PIEDMONT RD NE	GA	30305-2625	(404)814-1747
AUGUSTA	AMERICAN TIRE DISTRIBUTORS INC	2122 NOLAND CONNECTOR RD	GA	30909-4480	(800)476-3634
AUGUSTA	AUGUSTA AUTOMOTIVE	1896 GORDON HWY	GA	30904-5660	(706) 733-5533
AUGUSTA	FIRESTONE COMPLETE AUTO CARE	1213 BROAD ST	GA	30901-1115	(706)722-6465
AUGUSTA	FIRESTONE COMPLETE AUTO CARE	3220 WRIGHTSBORO RD	GA	30909-2937	(706)738-8171
AUGUSTA	JIM WHITEHEAD TIRE SERVICE	2514 DEANS BRIDGE RD	GA	30906-2202	(706)738-5126
AUGUSTA	TIRES PLUS TOTAL CAR CARE	2705 PEACH ORCHARD RD	GA	30906-2407	(706)798-8882
AUGUSTA	TIRES PLUS TOTAL CAR CARE	271 ROBERT C DANIEL JR PKWY	GA	30909-0808	(706)667-8008
AUGUSTA	WASHINGTON ROAD TIRE & AUTO	252 BOY SCOUT RD	GA	30909-2097	(706)738-8976
AUSTELL	TIRES PLUS TOTAL CAR CARE	4195 AUSTELL RD	GA	30106-1836	(678)945-4295
BOGART	ATLANTA COMMERCIAL TIRE	386 COMMERCE BLVD	GA	30622-2224	(888) 530-9494
BOGART	TIRES PLUS TOTAL CAR CARE	3965 ATLANTA HWY	GA	30622-2234	(706)546-5030
BREMEN	KP AUTOMOTIVE	640 ALABAMA AVE S	GA	30110-2302	(770) 666-1458
BRUNSWICK	FIRESTONE COMPLETE AUTO CARE	3485 CYPRESS MILL RD	GA	31520-2857	(912)265-5870
BUFORD	FIRESTONE COMPLETE AUTO CARE	2414 HANCOCK DR	GA	30519-2005	(770) 965-8942
BUFORD	FIRESTONE COMPLETE AUTO CARE	3774 BUFORD DR NE	GA	30519-4920	(770)932-1926
BUFORD	FIRESTONE COMPLETE AUTO CARE	2389 MALL OF GEORGIA BLVD	GA	30519-4999	(678)546-7279

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

BUFORD	TIRES PLUS TOTAL CAR CARE	3225 SARDIS CHURCH RD	GA	30519-6018	
BYRON	ALAN'S ALIGNMENT AND AUTOMOTIVE CENTER	243 GA HIGHWAY 49 N	GA	31008-4008	(478) 956-6000
BYRON	AMERICAN TIRE DISTRIBUTORS INC	110 REYNOLDS DR	GA	31008-6270	(478)956-3713
BYRON	BYRON TIRE	299 NEW DUNBAR RD	GA	31008-4008	(478) 956-3551
CALHOUN	EXECUTIVE PARK TIRE	120 EXECUTIVE PARK DR SE	GA	30701-3067	(706) 629-4529
CANTON	NICHELSON TIRE & AUTO	1470 BEAVERS RD 20 E	GA	30115-6152	(770) 479-7798
CANTON	SHOTTENKIRK	200 LIBERTY BLVD	GA	30114-2845	(678) 493-1015
CANTON	TIRES PLUS TOTAL CAR CARE	100 JUNIPER ST	GA	30114-5211	(770)720-0367
CARNESVILLE	MILFORD TIRE & AUTO SERVICE	10558 HIGHWAY 106	GA	30521-3349	(706) 384-4412
CARROLLTON	PARRISH TIRE COMPANY	215 AVENUE C	GA	30117-2809	(800) 877-2431
CARTERSVILLE	FIRESTONE COMPLETE AUTO CARE	307 MARKET PLACE BLVD	GA	30121-2227	(770)607-0103
CARTERSVILLE	MISSION AUTOMOTIVE	121 S GILMER ST	GA	30120-3645	(770) 382-4697
CARTERSVILLE	MISSION TIRE STORE	121 GILMER ST	GA	30120-0966	(770) 382-4697
CARTERSVILLE	NORTH GEORGIA TIRE	161 CRISS BLACK RD NW	GA	30120-4900	(770) 387-1400
CHAMBLEE	FIRESTONE COMPLETE AUTO CARE	5578 PEACHTREE INDUSTRIAL BLVD	GA	30341-2233	(770)451-3881
CLARKESVILLE	SUTTON TIRE INC	293 MONROE ST	GA	30523-5125	(706)754-6241
COLUMBUS	COLUMBUS TIRE CO.	1133 4TH ST	GA	31901-3351	(706)-321-8133
COLUMBUS	FIRESTONE COMPLETE AUTO CARE	1221 VETERANS PKWY	GA	31901-2509	(706)323-3606
COLUMBUS	FIRESTONE COMPLETE AUTO CARE	5437 VETERANS PKWY	GA	31904-4425	(706)323-6423
COLUMBUS	SONS CHEVROLET	3615 MANCHESTER EXPY	GA	31909-5360	(706) 322-8888
COLUMBUS	TIRE'S FIRST	5454 MILLER RD	GA	31909-5568	(706)563-5555
CONYERS	CONYERS TIRE CO	588 SIGMAN RD NE	GA	30013-1310	(770) 483-6633
CONYERS	FIRESTONE COMPLETE AUTO CARE	1645 HIGHWAY 138 SE	GA	30013-1280	(770)922-2015
CONYERS	JOHN MILES CHEVROLET	950 DOGWOOD DR SE	GA	30012-5452	(770) 483-8766
CONYERS	TIRES PLUS TOTAL CAR CARE	1270 DOGWOOD DR SE	GA	30013-5046	(770)922-2847
COVINGTON	GINN MOTOR CO.	8153 ACCESS RD NW	GA	30014-2099	(770) 786-3421
COVINGTON	SOUTHERN TIRE MART	75 PINYON RD	GA	30016-1171	(770) 787-5133
CUMMING	DON JACKSON CDJR NORTH	5855 GA HIGHWAY 400	GA	30028-4194	(470) 533-5400
CUMMING	LANIER TIRE & WHEEL INC	1470 VENTURA DR	GA	30040-4500	(770)889-9906
CUMMING	TIRES PLUS TOTAL CAR CARE	612 VETERANS MEMORIAL BLVD	GA	30040-2712	(678)513-2909
DAHLONEGA	JOHN MEGEL CHEVROLET	1392 HIGHWAY 400 S	GA	30534-6863	(706) 265-5400
DAHLONEGA	TRAMMELL TIRE	1656 MORRISON MOORE PKWY W	GA	30533-1410	(706)864-3346
DALLAS	DALLAS TIRE INC	216 LEGION RD	GA	30132-4325	(770)443-0434
DALLAS	VIC WILLIAMS TIRE & AUTO	441 BUTLER INDUSTRIAL DR	GA	30132-5015	(770) 445-4645
DALTON	ALANS AUTOMOTIVE	110 E HAWTHORNE ST	GA	30721-3150	(706) 529-9161
DALTON	DALTON COMMERCIAL TIRE	3364 DUG GAP RD	GA	30720-4925	(706) 272-0986
DALTON	DOYLE HAYES TIRE SERVICE INC	3010 E WALNUT AVE	GA	30721-8769	(706)278-2070
DALTON	TIRE DISCOUNTERS INC.	401 S HAMILTON ST	GA	30720-8218	(513) 527-3104
DALTON	TIRE DISCOUNTERS INC.	813 S THORNTON AVE	GA	30720-7868	(513) 527-3104

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

DARIEN	DORSEY TIRE COMPANY	13109 GA HIGHWAY 251	GA	31305-3646	(912) 437-2390
DECATUR	AVONDALE TIRE & SERVICE INC	3589 MEMORIAL DR	GA	30032-2712	(404) 284-8835
DECATUR	DECATUR TIRE & SERVICE	307 CLAIREMONT AVE	GA	30030-2507	(770)-513-1221
DECATUR	FIRESTONE COMPLETE AUTO CARE	2847 CANDLER RD	GA	30034-1412	(404)241-5600
DECATUR	TIRES PLUS TOTAL CAR CARE	577 DEKALB INDUSTRIAL WAY	GA	30030-1704	(404)296-8901
DORAVILLE	ATLANTA COMMERCIAL TIRE	6590-A BUTTON GWINNETT	GA	30340-1596	(770) 825-8050
DOUGLAS	JMC TIRE	2680 HIGHWAY 32 W	GA	31533-9028	(912) 384-4940
DOUGLASVILLE	FIRESTONE COMPLETE AUTO CARE	6341 ARBOR PLACE BLVD	GA	30135-7116	(678)715-9622
DOUGLASVILLE	TIRES PLUS TOTAL CAR CARE	6081 FAIRBURN RD	GA	30134-2371	(770)920-8296
DUBLIN	DORSEY TIRE CO INC	1315 TELFAIR ST	GA	31021-3903	(478) 272-2151
DUBLIN	DUNCAN TIRE COMPANY	301 TELFAIR ST	GA	31021-5140	(478) 272-5404
DULUTH	FIRESTONE COMPLETE AUTO CARE	3525 PEACHTREE INDUSTRIAL BLVD	GA	30096-4819	(770)623-8028
DULUTH	FIRESTONE COMPLETE AUTO CARE	2140 PLEASANT HILL RD	GA	30096-4630	(770)476-9066
DULUTH	RICK HENDRICK BUICK GMC	3244 COMMERCE AVENUE	GA	30096-4711	(770) 497-5933
DULUTH	RICK HENDRICK CHEVROLET	3277 SATELLITE BLVD	GA	30096-9094	(404) 403-3563
DULUTH	TIRES PLUS TOTAL CAR CARE	2709 BUFORD HWY	GA	30096-2833	(678)474-0558
DULUTH	TIRES PLUS TOTAL CAR CARE	3755 SATELLITE BLVD	GA	30096-5057	(678)475-9987
EAST DUBLIN	TANNER'S SERVICE CENTER	746 CENTRAL DR	GA	31027-7580	(478) 272-6352
ELBERTON	GRANITE CITY TIRE & WHEEL	918 ELBERT ST	GA	30635-2635	(706) 522-2180
ELLENWOOD	AMERICAN TIRE DISTRIBUTORS INC	3075 SOUTHPARK BLVD	GA	30294-6101	(404)366-2120
ELLENWOOD	TREADMAXX TIRE	2832 ANVIL BLOCK RD	GA	30294-2301	(404) 762-4944
EVANS	TIRES PLUS TOTAL CAR CARE	4359 WASHINGTON RD	GA	30809-3939	(706)210-8010
FITZGERALD	FITZGERALD CHRYSLER DODGE JEEP RAM	187 BENJAMIN H HILL DR W	GA	31750-8606	(229) 423-5720
FLOWERY BRANCH	FIRESTONE COMPLETE AUTO CARE	3466 WINDER HWY	GA	30542-3007	(423) 214-3388
FOREST PARK	ATLANTA COMMERCIAL TIRE	5067 KENNEDY RD	GA	30297-2017	(404)351-8016
FOREST PARK	FIRESTONE COMPLETE AUTO CARE	4916 JONESBORO RD	GA	30297-3550	(404)366-7397
FORT BENNING	FIRESTONE COMPLETE AUTO CARE	BLDG 9233 MARNE RD	GA	31995-3899	(706)687-6520
FORT GORDON	FIRESTONE COMPLETE AUTO CARE	31300 3RD AVE	GA	30905-0000	(706) 798-3105
FORT OGLETHORPE	TIRE DISCOUNTERS, INC	2925 BATTLEFIELD PKWY	GA	30742-4043	(706) 956-2854
GAINESVILLE	ATLANTA COMMERCIAL TIRE	1511 ATLANTA HWY	GA	30504-5910	(770) 536-4420
GAINESVILLE	HARRISON TIRE SERVICE	124 W ACADEMY ST SW	GA	30501-3559	(770) 536-2361
GAINESVILLE	KESLER TIRE & ALIGNMENT	1520 ATLANTA HWY	GA	30504-5925	(770) 536-4493
GAINESVILLE	NORTH HALL TIRE & WHEEL	2816 CLEVELAND HWY	GA	30506-1914	(770) 297-5308
GAINESVILLE	SOUTHERN TIRE MART	1400 CANDLER RD	GA	30507-8421	(678) 989-0924
GARDEN CITY	BOULEVARD TIRE CENTER	2841 W HIGHWAY 80	GA	31408-2928	(912) 965-9207
GRIFFIN	CRONIC CHEVROLET BUICK GMC	2676 N EXPRESSWAY	GA	30223-7201	(770) 228-1326
HEPHZIBAH	TIRES PLUS TOTAL CAR CARE	2601 TOBACCO RD	GA	30815-7001	(706)790-0977
HIRAM	FIRESTONE COMPLETE AUTO CARE	5657 WENDY BAGWELL PWKY	GA	30141-7806	(678)384-1393
JASPER	ROLAND TIRE INC	820 S MAIN ST	GA	30143-2104	(706)692-5900

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

JONESBORO	TIRES PLUS TOTAL CAR CARE	7861 TARA BLVD	GA	30236-2203	(770)471-1670
KENNESAW	AMERICAN TIRE DISTRIBUTORS INC	2155 BARRETT PARK DR STE 215	GA	30144-3631	(706)235-9090
KENNESAW	FIRESTONE COMPLETE AUTO CARE	2720 TOWN CENTER DR NW	GA	30144-4938	(770)424-1086
KENNESAW	TIRE HUB 209	1325 CHASTAIN RD NW	GA	30144-7433	(770) 236-0002
KENNESAW	TIRES PLUS TOTAL CAR CARE	1550 HICKORY GROVE RD	GA	30144-1231	(678)290-8709
LAGRANGE	FIRESTONE COMPLETE AUTO CARE	165 COMMERCE AVE	GA	30241-2337	(706)882-0002
LAGRANGE	SOUTHERN TIRE MART	2583 UPPER BIG SPRINGS RD	GA	30241-9713	(706) 812-1618
LAWRENCEVILLE	FIRESTONE COMPLETE AUTO CARE	929 BUFORD DR	GA	30043-6756	(770)822-5577
LAWRENCEVILLE	NASH CHEVROLET	630 SCENIC HWY	GA	30046-6363	(770) 963-9266
LAWRENCEVILLE	TIRES PLUS TOTAL CAR CARE	1355 RIVERSIDE PKWY	GA	30043-5935	(770)277-1440
LILBURN	FIRESTONE COMPLETE AUTO CARE	4309 LAWRENCEVILLE HWY NW	GA	30047-3429	(770)925-7777
LILBURN	TIRES PLUS TOTAL CAR CARE	4964 STONE MOUNTAIN HWY	GA	30047-5730	(678)344-2579
LITHIA SPRINGS	TIRES PLUS TOTAL CAR CARE	662 THORNTON RD	GA	30122-1518	(770)819-8061
LITHONIA	TIRES PLUS TOTAL CAR CARE	5289 MINOLA DR	GA	30038-2310	(678)418-0198
LITHONIA	TIRES PLUS TOTAL CAR CARE	8055 MALL PKWY	GA	30038-2543	(678)526-0338
LOGANVILLE	TIRES PLUS TOTAL CAR CARE	4329 ATLANTA HWY	GA	30052-3288	(770)554-9112
MACON	FIRESTONE COMPLETE AUTO CARE	3659 EISENHOWER PKWY	GA	31206-3605	(478)474-3106
MACON	FIRESTONE COMPLETE AUTO CARE	2754 RIVERSIDE DR	GA	31204-1458	(478)745-2239
MACON	MACON COMMERCIAL TIRE	2790 BROADWAY	GA	31206-1210	(478)743-0002
MACON	TIRES PLUS TOTAL CAR CARE	5560 THOMASTON RD	GA	31220-8118	(478)405-0052
MACON	TIRES PLUS TOTAL CAR CARE	4517 FORSYTH RD	GA	31210-4527	(478)477-2628
MADISON	COUNTRYSIDE CHRYSLER DODGE JEEP RA	1860 EATONTON RD	GA	30650-4667	(706) 991-1900
MARIETTA	ATLANTA COMMERCIAL TIRE	991 INDUSTRIAL PARK DR	GA	30062-2434	(678) 766-8473
MARIETTA	BP CARCARE-TIRE PROS	557 JOHNSON FERRY RD	GA	30068-4626	(770) 973-1643
MARIETTA	FIRESTONE COMPLETE AUTO CARE	2034 S COBB DR	GA	30060-4952	(770)436-5177
MARIETTA	FIRESTONE COMPLETE AUTO CARE	1100 POWDER SPRINGS ST SW	GA	30064-3938	(770)423-9101
MARIETTA	FIRESTONE COMPLETE AUTO CARE	2922 CANTON RD	GA	30066-3877	(770)427-9488
MARIETTA	FIRESTONE COMPLETE AUTO CARE	2075 ROSWELL RD	GA	30062-3812	(770)565-8920
MARIETTA	FIRESTONE COMPLETE AUTO CARE	4219 ROSWELL RD	GA	30062-6428	(770)971-5782
MARIETTA	JACK'S TIRE AUTO SERVICE	1601 CANTON RD	GA	30066-6301	(770) 428-6375
MARIETTA	TIRES PLUS TOTAL CAR CARE	3525 SANDY PLAINS RD	GA	30066-3017	(770)509-5758
MARIETTA	TIRES PLUS TOTAL CAR CARE	665 JOHNSON FERRY RD	GA	30068-4628	(770)977-7736
MARTINEZ	TIRES PLUS TOTAL CAR CARE	3849 WASHINGTON RD	GA	30907-2371	(706)860-6303
MARTINEZ	TRUCK'S & MOORE	245 BOBBY JONES EXPY	GA	30907-3404	(706) 868-0008
MC RAE	JASONS FAST LUBE	2 HUNTER AVE	GA	31055-3827	(229) 868-5344
MCDONOUGH	BELLAMY STRICKLAND	145 INDUSTRIAL BLVD	GA	30253-6602	(770) 954-3000
MCDONOUGH	GTS MOBILE TIRE SHOP	277 GRAYSON TRL	GA	30253-7795	(470) 332-7244
MILLEDGEVILLE	PITTMAN AUTOMOTIVE	103 LAKE DR	GA	31061-3140	(478) 452-1812
MOODY AFB	FIRESTONE COMPLETE AUTO CARE	7277 ROBBINS RD BLDG 554	GA	31699-1720	(229) 244-8620

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

MORROW	FIRESTONE COMPLETE AUTO CARE	1031 MOUNT ZION RD	GA	30260-2227	(770)968-1020
MOULTRIE	MOULTRIE TIRE & RECAPPING	900 N MAIN ST	GA	31768-3358	(229) 985-5619
NEWNAN	SOUTHTOWNE CHEVROLET	695 BULLSBORO DR	GA	30265-1008	(770) 253-3131
NEWNAN	TIRES PLUS TOTAL CAR CARE	510 BULLSBORO DR	GA	30265-1043	(770)304-2031
NEWNAN	WESTSIDE TIRE & ALIGNMENT	115 FRANKLIN RD	GA	30263-1373	(770) 253-2897
NORCROSS	FIRESTONE COMPLETE AUTO CARE	7780 SPALDING DR	GA	30092-4207	(770)449-5373
NORCROSS	TIREHUB LLC	5075 BUFORD HIGHWAY STE 150	GA	30071-2778	(770) 446-7601
NORCROSS	TIRES PLUS TOTAL CAR CARE	6040 SINGLETON RD	GA	30093-1911	(678)421-0618
OAKWOOD	JIM WHITEHEAD TIRE SERVICE	4402 MCBRAYER RD	GA	30566-3510	(706) 693-4202
PEACHTREE CITY	TIRES PLUS TOTAL CAR CARE	2765 HIGHWAY 54	GA	30269-1063	(770)486-8484
PEACHTREE CORNERS	SOUTHERN TIRE MART	6655 CORNERS INDUSTRIAL CT	GA	30092-3604	(770) 962-4882
PERRY	DON OLSON TIRE	619 COURTNEY HODGES BLVD	GA	31069-3271	(478)987-6323
POOLER	DORSEY TIRE CO INC	1476 HIGHWAY 80 E	GA	31322-8904	(912)964-6798
POOLER	FIRESTONE COMPLETE AUTO CARE	POOLER PKWY NEAR PIPEMAKERS CIRCLE	GA	31322-0000	
POWDER SPRINGS	TIRES PLUS TOTAL CAR CARE	1066 RICHARD D SAILORS PKWY	GA	30127-5221	(678)567-0894
RIVERDALE	FIRESTONE COMPLETE AUTO CARE	608 VALLEY HILL RD SW	GA	30274-2446	(770)997-6325
RIVERDALE	RIVERDALE TIRE & ALIGNMENT	6461 HIGHWAY 85	GA	30274-2038	(770)997-7893
ROBINS AIR FORCE BASE	FIRESTONE COMPLETE AUTO CARE	977 MACON ST	GA	31098-2441	(478) 352-0983
ROSSVILLE	MCGRIFF TIRE COMPANY	105 MAPLE ST STE J	GA	30741-1287	(706) 841-4259
ROSWELL	CARL BLACK BUICK GMC	11225 ALPHARETTA HWY	GA	30076-1439	(770) 475-9500
ROSWELL	FIRESTONE COMPLETE AUTO CARE	4676 SANDY PLAINS RD	GA	30075-1943	(770)552-1350
ROSWELL	TIRES PLUS TOTAL CAR CARE	765 HOLCOMB BRIDGE RD	GA	30076-1617	(770)998-1234
ROYSTON	TRI COUNTY CHEVROLET	795 FRANKLIN SPRINGS ST	GA	30662-3930	(706) 245-7288
SAVANNAH	AMERICAN TIRE DISTRIBUTORS INC	1402 MILLS B LANE BLVD	GA	31405-2952	(912)234-9858
SAVANNAH	FIRESTONE COMPLETE AUTO CARE	11508 ABERCORN ST	GA	31419-1902	(912) 354-1346
SAVANNAH	FIRESTONE COMPLETE AUTO CARE	2901 SKIDAWAY RD	GA	31404-4413	(912)356-1363
SAVANNAH	SOS RADIAL TIRE	115 KICKLIGHTER WAY	GA	31408-3237	(912) 964-5511
SAVANNAH	VADEN CHEVROLET SAVANNAH	1010 LYNES AVENUE	GA	31415-1637	(912) 925-9393
SMYRNA	TIRES PLUS TOTAL CAR CARE	3520 ATLANTA RD SE	GA	30080-5930	(770)432-3384
SNELLVILLE	FIRESTONE COMPLETE AUTO CARE	2780 W MAIN ST	GA	30078-5708	(770)979-2595
ST MARYS	TIRES PLUS TOTAL CAR CARE	4681 GA HIGHWAY 40 E	GA	31558-4092	(912)882-9334
STATESBORO	NEVIL TIRE SERVICE	2900 NORTHSIDE DR W	GA	30458-2162	(912) 764-3322
STATESBORO	STATESBORO TIRE & BRAKE	102 N ZETTEROWER AVE	GA	30458-7116	(912) 489-2222
STATESBORO	TOTAL TIRE & AUTO CARE STATESBORO, GA	2703 NORTHSIDE DR W	GA	30458-2158	(912) 259-9300
STOCKBRIDGE	TIRES PLUS TOTAL CAR CARE	3501 MOUNT ZION RD	GA	30281-6838	(678)565-0969
STONE MOUNTAIN	FIRESTONE COMPLETE AUTO CARE	5034 MEMORIAL DR	GA	30083-3109	(404)292-4418
STONE MOUNTAIN	TIRES PLUS TOTAL CAR CARE	5900 MEMORIAL DR	GA	30083-3430	(404)508-2408
STONECREST	COURTESY CHRYSLER DODGE JEEP RAM	8455 MALL PKWY	GA	30038-6914	(678) 374-2625
SUWANEE	MORGAN TIRE & AUTO # 7092	4070 JOHNS CREEK PKWY	GA	30024-1254	(770)622-1444

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

SUWANEE	NEXTIRE SUWANEE	2115 LAWRENCEVILLE SUWANEE RD	GA	30024-2620	(770) 513-1221
SWAINSBORO	TERWILLIGER'S AUTO SERVICE	419 S MAIN ST	GA	30401-3616	(919)237-5158
TEMPLE	IVEY CAR CARE/CHARLES A IVEY	300 CENTER POINT RD	GA	30179-4653	(770) 562-4450
THOMSON	JIM WHITEHEADS BEST ONE TIRE & SER	407 E HILL ST	GA	30824-2921	(706) 595-4291
TIFTON	GRIMES AUTO SERVICE	305 SOUTH RIDGE AVE	GA	31793-4735	(229) 382-1501
TUCKER	AMERICAN TIRE DISTRIBUTORS INC	5025 N ROYAL ATLANTA DR	GA	30084-3001	(770)414-9924
TUCKER	FIRESTONE COMPLETE AUTO CARE	2066 NORTHLAKE PKWY	GA	30084-7059	(770)491-9033
UNION CITY	FIRESTONE COMPLETE AUTO CARE	4599 JONESBORO RD	GA	30291-2005	(770)969-9168
UNION CITY	NALLEY CHEVY	4200 JONESBORO RD	GA	30291-2266	(770) 969-1001
VALDOSTA	FIRESTONE COMPLETE AUTO CARE	3244 INNER PERIMETER RD	GA	31602-1017	(229)247-1471
VALDOSTA	FUSSELL TIRE & SERVICE	1775 WESTSIDE WAY	GA	31601-3699	(229) 259-0034
VALDOSTA	NE-RO TIRE & BRAKE SERVICE	2311 S PATTERSON ST	GA	31601-6713	(229) 244-8353
VALDOSTA	SMITH TIRE CO INC	800 N PATTERSON ST	GA	31601-4529	(912)242-4830
VIDALIA	GEORGIA TIRE COMPANY	209 SMITH ST	GA	30474-4226	(912) 537-2256
VIDALIA	MOSLEY TIRE	606 W 1ST ST	GA	30474-3312	(912) 537-3057
VIDALIA	WOODY FOLSOM CDJR OF VIDALIA	2101 EAST 1ST STREET	GA	30474-8828	(912) 537-8278
WARNER ROBINS	FIRESTONE COMPLETE AUTO CARE	1535 WATSON BLVD	GA	31093-3449	(478)923-2601
WARNER ROBINS	TIRES PLUS TOTAL CAR CARE	1207 RUSSELL PKWY	GA	31088-5538	(478)328-6072
WASHINGTON	ANDREWS QUICK LUBE & TIRE	2205 LINCOLNTON RD	GA	30673-2944	(706) 678-3994
WATKINSVILLE	TIRES PLUS TOTAL CAR CARE	1980 EXPERIMENT STATION RD	GA	30677-5306	(706)769-9393
WAYCROSS	ALL SEASON AUTOMOTIVE REPAIR	3050 BRUNSWICK HWY	GA	31503-6542	(912) 284-0006
WAYCROSS	BOULEVARD TIRE CENTER	3710 MEMORIAL DR	GA	31503-0933	(912) 285-9610
WAYNESBORO	CATES SALES & SERVICE	508 W 6TH ST	GA	30830-1468	(706) 554-2503
WOODSTOCK	FIRESTONE COMPLETE AUTO CARE	9421 HIGHWAY 92	GA	30188-6407	(770)926-0816
WOODSTOCK	MORGAN TIRE & AUTO	9695 MAIN ST	GA	30188-3915	(770)516-9661

Authorized Dealers - State of Georgia

Goodyear Tire & Rubber Company

Updated 6/5/2024

NONSIG	DEALER NAME	DBA	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	CONTACT NAME	EMAIL
153318	MIDTOWN TIRE INC		4905 REGIONS DRIVE	ACWORTH	GA	30101	(770) 975-5757	(770) 975-0755	THOMAS HONG	thomashong@midtowntire.com
119128	DEATON FLEET SOLUTIONS CORP		10 E MITCHELL RD	ADAIRSVILLE	GA	30103	(770) 773-7679		NICHOLAS MCLEMORE	n.mclemore@deatontruckservice.com
902131	GOODYEAR AUTO SERVICE CENTER #2131		2537 STUART AVENUE	ALBANY	GA	31707-1601	(229) 883-8800		CHUCK DUGGAN	gsr2131@goodyear.com
902175	GOODYEAR AUTO SERVICE CENTER #2175		502 WEST BROAD STREET	ALBANY	GA	31701-2468	(229) 439-2285		BRENT DYER	gsr2175@goodyear.com
134201	MONRO INC	MR TIRE & AUTO SVC CTRS #1280	11910 GA HIGHWAY 9 S	ALPHARETTA	GA	30009	(770) 751-0222		KYLE PETERSON	kyle.peterson@monro.com
134187	MONRO INC	MR TIRE & AUTO SVC CTRS #1285	5855 GATEWAY DRIVE	ALPHARETTA	GA	30004	(770) 754-0905		KYLE PETERSON	kyle.peterson@monro.com
117833	HEMAT EAST INC	UNIVERSITY TIRE	3128 LEXINGTON RD	ATHENS	GA	30605	(706) 548-2224	(706) 548-2227	MATT KIRKLAND	mkirkland@utireautomotive.com
144024	MAVIS TIRE EXPRESS SVCS CORP	MAVIS DISCOUNT TIRE #661	1881 EPPS BRIDGE PARKWAY	ATHENS	GA	30606	(706) 621-4575	(706) 621-4584	TIM MORAN	tmoran@mavistire.com
117832	UTH INC	UNIVERSITY TIRE	1180 MITCHELL BRIDGE RD	ATHENS	GA	30606	(706) 543-6725		MATT KIRKLAND	mkirkland@utireautomotive.com
118095	TIRE DISCOUNTERS #145		1190 MITCHELL BRIDGE RD	ATHENS	GA	30606	(706) 549-6698		JUSTIN TILLSON	justin.tillson@tirediscounters.com
118107	TIRE DISCOUNTERS #400		105 COILE DR	ATHENS	GA	30606	(706) 549-6698		JUSTIN TILLSON	justin.tillson@tirediscounters.com
186128	DW CAMPBELL OF DUNWOODY		8445 ROSWELL ROAD	ATLANTA	GA	30350	(770) 518-1611	(770) 578-4611	BRIAN CAMPBELL	roswellroad@dwcampbelltire.com
902123	GOODYEAR AUTO SERVICE CENTER #2123		998 HAMMOND DRIVE NE	ATLANTA	GA	30328-5514	(678) 843-8666	(678) 828-5989	MICHAEL RATTANSINGH	gsr2123@goodyear.com
902125	GOODYEAR AUTO SERVICE CENTER #2125		3605 CHAMBLEE TUCKER ROAD	ATLANTA	GA	30341-4411	(770) 452-1036	(404) 745-8389	DARREN BROWN	gsr2125@goodyear.com
903544	GOODYEAR AUTO SERVICE CENTER #3544		2841 GREENBRIAR PARKWAY SW	ATLANTA	GA	30331-2620	(404) 346-2660	(404) 601-9207	DEMETRIUS HEARD	gsr3544@goodyear.com
119693	MAVIS TIRE EXPRESS SVCS CORP	MAVIS TIRES & BRAKES #2015	2475 CUMBERLAND PKWY	ATLANTA	GA	30339	(470) 845-2666	(770) 437-8149	TIM MORAN	tmoran@mavistire.com
185989	MIDTOWN TIRE INC		411 PONCE DE LEON AVE	ATLANTA	GA	30308	(404) 874-1112	(404) 872-7112	THOMAS HONG	thomashong@midtowntire.com
178667	MIDTOWN TIRE TOCO HILLS INC		2916 NORTH DRUID HILLS ROAD	ATLANTA	GA	30329	(404) 325-6772		THOMAS HONG	thomashong@midtowntire.com
902178	GOODYEAR AUTO SERVICE CENTER #2178		3807 WASHINGTON ROAD	AUGUSTA	GA	30907-2371	(706) 860-6200	(706) 449-0089	TERRY SENESAC	gsr2178@goodyear.com
902180	GOODYEAR AUTO SERVICE CENTER #2180		4393 WEST MAYSFIELD DRIVE	AUGUSTA	GA	30909-9648	(706) 228-5452	(706) 403-4389	AL SWETMAN	gsr2180@goodyear.com
184845	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#058	2518 DEANS BRIDGE RD	AUGUSTA	GA	30906	(706) 738-4517	(706) 738-6982		ct_location_058@goodyear.com
155452	PRITCHETT TIRE & ALIGNMENT INC		1630 WILLINGHAM AVE	BALDWIN	GA	30511	(706) 778-7656		JENNIFER SILVA	jennifer@123tire.biz
122790	123 WHOLESALE TIRE		1630-B WILLINGHAM AVE	BALDWIN	GA	30511	(706) 778-7656		JENNIFER SILVA	jennifer@123tire.biz
123234	NR AUTO STORE 27 LLC	SHOOK TIRE PROS	2307 MURPHY HWY	BLAIRSVILLE	GA	30512	(706) 745-9596		MARK CARVER	mark.carver@nrockusa.com
122600	ARNES TIRE DISCOUNTERS #197		1680 HIGHWAY 515 E	BLAIRSVILLE	GA	30512	(706) 745-4633		JUSTIN TILLSON	justin.tillson@tirediscounters.com
152965	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#287	301 WINGFOOT COURT	BREMEN	GA	30110	(770) 537-2141	(770) 537-2143		ct_location_287@goodyear.com
162334	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#407	271 PILOT LN	BRUNSWICK	GA	31520	(912) 261-1064		MICHELLE ASHBY	ct_location_407@goodyear.com
184615	NORTHWEST GA AUTOMOTIVE INC	TIREQUEST AUTOMOTIVE	220 HWY 53 EAST	CALHOUN	GA	30701	(706) 625-2348	(706) 625-5150	RANDY CONLEY	tireq4@comcast.net
902128	GOODYEAR AUTO SERVICE CENTER #2128		155 REINHARDT COLLEGE PARKWAY	CANTON	GA	30114-5613	(770) 721-7030	(404) 601-9875	DAVID SOKOLOVE	gsr2128@goodyear.com
134185	MONRO INC	MR TIRE & AUTO SVC CTRS #1286	2080 CUMMING HIGHWAY	CANTON	GA	30115	(770) 704-1717		KYLE PETERSON	kyle.peterson@monro.com
902146	GOODYEAR AUTO SERVICE CENTER #2146		132 MAPLE STREET	CARROLLTON	GA	30117-3231	(770) 832-6364	(404) 601-9820	SAMUEL CARROLL	gsr2146@goodyear.com
119129	DEATON FLEET SOLUTIONS CORP		17 RIVER DR	CARTERSVILLE	GA	30120	(770) 386-1273		NICHOLAS MCLEMORE	n.mclemore@deatontruckservice.com
19195	ADAMS-ZUKER TIRE COMPANY INC		113 PRIOR ST	CEDARTOWN	GA	30125	(770) 748-4280	(770) 748-4280	JO ANN BROCK	aztish@aol.com
119609	TIRE DISCOUNTERS #147		5585 PEACHTREE BLVD	CHAMBLEE	GA	30341	(470) 569-5768		JUSTIN TILLSON	justin.tillson@tirediscounters.com
155453	PRITCHETT TIRE & ALIGNMENT INC		81 SEED TICK RD	CLAYTON	GA	30525	(706) 782-8481		JENNIFER SILVA	jennifer@123tire.biz
155450	PRITCHETT TIRE & ALIGNMENT INC		2653 HIGHWAY 129 SOUTH	CLEVELAND	GA	30528	(706) 348-8484		JENNIFER SILVA	jennifer@123tire.biz
184822	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#035	1301 CUSSETA RD	COLUMBUS	GA	31901-3322	(706) 320-2025	(706) 660-9122		ct_location_035@goodyear.com
122602	FREDS TIRE DISCOUNTERS #186		1900 2ND AVE	COLUMBUS	GA	31901	(706) 323-7353		JUSTIN TILLSON	justin.tillson@tirediscounters.com
155458	PRITCHETT TIRE & ALIGNMENT INC		30401 HIGHWAY 441 NORTH	COMMERCE	GA	30529	(706) 335-7727		JENNIFER SILVA	jennifer@123tire.biz
188848	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#085	3455 MORELAND AVE	CONLEY	GA	30288	(404) 366-0612	(404) 366-0619	JOSELUIS CHAVARRIA	ct_location_085@goodyear.com
902154	GOODYEAR AUTO SERVICE CENTER #2154	HUNTING CREEK PLAZA	1840 HIGHWAY 20 SE	CONYERS	GA	30013-2046	(770) 929-3682	(404) 601-9809	TERRY RAMEY	gsr2154@goodyear.com
144020	MAVIS TIRE EXPRESS SVCS CORP	MAVIS TIRES & BRAKES #656	2171 GA HWY 20	CONYERS	GA	30013	(770) 278-9858	(770) 278-9871	TIM MORAN	tmoran@mavistire.com
122928	TIRE DISCOUNTERS GA-262		1860 GA-262	CONYERS	GA	30013	(678) 374-6031		JUSTIN TILLSON	justin.tillson@tirediscounters.com
155073	PRITCHETT TIRE & ALIGNMENT CO		1630 WILLINGHAM AVE	CORNELIA	GA	30531	(706) 778-1717		JENNIFER SILVA	jennifer@123tire.biz
902127	GOODYEAR AUTO SERVICE CENTER #2127		12882 BROWN BRIDGE ROAD	COVINGTON	GA	30016-2962	(770) 788-1556	(404) 601-9883	BLAKE MCNEILL	gsr2127@goodyear.com
119442	TIRE DISCOUNTERS #151		4108 ELM ST	COVINGTON	GA	30014	(770) 787-6030		JUSTIN TILLSON	justin.tillson@tirediscounters.com
902130	GOODYEAR AUTO SERVICE CENTER #2130		5949 BETHELVIEW ROAD	CUMMING	GA	30040-6625	(678) 947-2974	(678) 828-5948	RICHARD KAISER JR	gsr2130@goodyear.com
902136	GOODYEAR AUTO SERVICE CENTER #2136		3055 OLD ATLANTA ROAD	CUMMING	GA	30041-2737	(770) 889-1193	(404) 601-9825	SAL BARBAGALLO	gsr2136@goodyear.com
151786	LANIER TIRE & WHEEL INC		1470 VENTURA DRIVE	CUMMING	GA	30040	(770) 889-9906	(770) 889-4353	MICHAEL HYDE	laniertireinc@gmail.com
903529	GOODYEAR AUTO SERVICE CENTER #3529		306 WEST WALNUT AVENUE	DALTON	GA	30720-8237	(706) 278-4045	(706) 243-6486	DWAYNE BOWERS	gsr3529@goodyear.com
162333	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#404	144 CARBONDALE RD SW	DALTON	GA	30721	(706) 272-0673		JASON PELLOM	ct_location_404@goodyear.com
143365	TIRE DISCOUNTERS #114		401 S HAMILTON ST	DALTON	GA	30720	(706) 278-1820		JUSTIN TILLSON	justin.tillson@tirediscounters.com
143366	TIRE DISCOUNTERS #115		813 S THORNTON AVE	DALTON	GA	30720	(706) 278-7846		JUSTIN TILLSON	justin.tillson@tirediscounters.com
117885	DMAT INC	UNIVERSITY TIRE	1300 HWY 98 W	DANIELSVILLE	GA	30633	(706) 405-7131		MATT KIRKLAND	mkirkland@utireautomotive.com
156947	DORSEY TIRE COMPANY INC	DORSEY TIRE COMPANY	13109 GA HWY 251	DARIEN	GA	31305	(912) 988-7580		BRUCE CHAMBLEE	BChamblee@dorseytire.com
172073	AVONDALE TIRE & SERVICE INC	NEIGHBORHOOD TIRE PROS & AUTO	3589 MEMORIAL DRIVE	DECATUR	GA	30032	(404) 284-8835	(770) 251-6398	JAMES BAXTER	jbaxter@yourtirepros.com
184760	DECATUR TIRE AND SERVICE INC	NEIGHBORHOOD TIRE PROS & AUTO	307 CLAIREMONT AVE	DECATUR	GA	30030	(404) 377-5069	(404) 377-9644	JAMES BAXTER	jbaxter@yourtirepros.com
903546	GOODYEAR AUTO SERVICE CENTER #3546	N DEKALB SHOPPING CENTER	2144 LAWRENCEVILLE HIGHWAY	DECATUR	GA	30033-0000	(404) 329-2660	(404) 601-9203	DARREN BROWN	gsr3546@goodyear.com
903549	GOODYEAR AUTO SERVICE CENTER #3549	SOUTH DEKALB MALL	2731 CANDLER ROAD	DECATUR	GA	30034-1409	(404) 243-2660	(404) 601-9189	CHRIS NEWBERRY	gsr3549@goodyear.com
152570	NEXTIRE COMMERCIAL INC	NEIGHBORHOOD TIRE PROS & AUTO	3589 MEMORIAL DRIVE	DECATUR	GA	30032	(404) 496-8005	(770) 251-6398	JAMES BAXTER	jbaxter@yourtirepros.com
182819	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#215	2280 COOK DR	DORAVILLE	GA	30340	(770) 729-1221	(404)379-4949	HAROLD CHAVARRIA	ct_location_215@goodyear.com
147087	WTBD LLC	WILKS A-ONE TIRE & SERVICE	4847 E US HWY 84	DOTHAN	AL	36301	(334) 792-2225	(334) 673-7137	SHAWN BUCKNER	shawn.buckner@wilkstire.com
180181	BUBBA'S TIRE COMPANY		1318 BELLEVUE AVE	DUBLIN	GA	31021	(478) 275-2964	(478) 272-5493	ROBERT L EAST JR	roberteast@bellsouth.net
181860	BUBBA'S TIRE COMPANY		1707 TELFAIR ST	DUBLIN	GA	31021	(478) 275-2964		ROBERT L EAST JR	roberteast@bellsouth.net
134188	MONRO INC	MR TIRE & AUTO SVC CTRS #1279	1333 DUNWOODY VILLAGE PKWY	DUNWOODY	GA	30338	(770) 396-1551		KYLE PETERSON	kyle.peterson@monro.com
20664	US AUTOFORCE		2832 ANVIL BLOCK ROAD	ELLENWOOD	GA	30294	(404) 762-4944		BRIAN DECKER	bdecker@usautoforce.com
163697	PERFORMANCE TIRE & AUTO OF FAYETTEVILLE INC		110 BANKS CROSSING	FAYETTEVILLE	GA	30214	(770) 716-7746	(770) 716-7034	MACK CHRISTY	mackc03@gmail.com
156974	ACTION GROUP INC	ACTION TIRE COMPANY INC	410 LEES MILL RD	FOREST PARK	GA	30297	(404) 767-3235	(770) 732-1442	RICK W STEWART	rws@actiontireco.com

NONSIG	DEALER NAME	DBA	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	CONTACT NAME	EMAIL
135941	TIRE DISCOUNTERS #100		2925 BATTLEFIELD PKWY	FORT OGLETHORPE	GA	30742	(706) 956-2854		JUSTIN TILLSON	justin.tillson@tirediscounters.com
83716	HARRISON OIL & TIRE CO		124 W ACADEMY ST	GAINESVILLE	GA	30503-1215	(770) 536-2361		M HARRISON	htshoc@aol.com
123154	TIRE DISCOUNTERS #193	TIRE BARN TIRE DISCOUNTERS	1522 MARTIN LUTHER KING JR BLVD	GAINESVILLE	GA	30501	(770) 536-6021		JUSTIN TILLSON	justin.tillson@tirediscounters.com
183230	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#087	500 HWY 80	GARDEN CITY	GA	31408	(912) 964-9300	(912) 966-5810		ct_location_087@goodyear.com
902141	GOODYEAR AUTO SERVICE CENTER #2141		1953 ROSEBUD ROAD	GRAYSON	GA	30017-1228	(678) 376-2777	(678) 609-5563	BRIAN HOLCOMBE	gsr2141@goodyear.com
133786	PIERCE TIRE & AUTO LLC	HILLS TIRE & AUTO	415 WEST TAYLOR ST	GRIFFIN	GA	30223	(770) 228-1347	(770) 229-4615	JAMES DWIGHT PIERCE	currie@hillstirestore.com
19220	JESUP TIRE SHOP		795 W CHERRY ST	JESUP	GA	31545	(912) 427-2243	(912) 530-8733	JAMES RIGGINS	jesuptireshop@gmail.com
134204	MONRO INC	MR TIRE & AUTO SVC CTRS #1283	10945 STATE BRIDGE ROAD, SUITE 403	JOHNS CREEK	GA	30022	(770) 740-8800		KYLE PETERSON	kyle.peterson@monro.com
161858	DW CAMPBELL OF KENNESAW		2970 GEORGE BUSBEE PARKWAY	KENNESAW	GA	30144	(770) 792-2982	(678) 581-4611	BRIAN CAMPBELL	busbeeparkway@dwcampbelltire.com
134276	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#280	3029 MOON STATION RD	KENNESAW	GA	30144	(770) 795-0126	(770) 795-0129	ROBERT RAYNER	ct_location_280@goodyear.com
134482	MONRO INC	MR TIRE & AUTO SVC CTRS #1297	3197 COBB PARKWAY	KENNESAW	GA	30152	(770) 529-0007		KYLE PETERSON	kyle.peterson@monro.com
135913	MIDTOWN TIRE INC		5240 STILESBORO RD	KENNESAW	GA	30152	(770) 429-0490		THOMAS HONG	thomashong@midtowntire.com
119079	TIREHUB LLC #209		1325 CHASTAIN RD	KENNESAW	GA	30144	(678) 294-5455		CHRIS CAMERON	chris.cameron@tirehub.com
122601	TIRE DISCOUNTERS #187		4210 WADE GREEN RD NW	KENNESAW	GA	30144	(678) 214-3083		JUSTIN TILLSON	justin.tillson@tirediscounters.com
145646	E E BRIGGS INC	AUTO PROS	1940 HWY 40 E	KINGSLAND	GA	31548	(912) 576-6777	(912) 576-3656	EDWARD BRIGGS	autopros@tds.net
122273	NR AUTOMOTIVE INC	FRYER'S TIRE CENTER	808 NEW FRANKLIN RD.	LA GRANGE	GA	30240	(706) 882-0033	(706) 882-5143	ANDREW SHEARER	andy@nrockusa.com
120506	TECH TIRES INC	TECH TIRES	1313 HOGANSVILLE RD	LAGRANGE	GA	30241	(706) 837-9601		RICHARD BRUNAIR	techtires1313@yahoo.com
902126	GOODYEAR AUTO SERVICE CENTER #2126		633 RUSSELL ROAD NE	LAWRENCEVILLE	GA	30043-3637	(678) 377-1350	(678) 828-5975	ELDIN NUKIC	gsr2126@goodyear.com
902156	GOODYEAR AUTO SERVICE CENTER #2156		273 GRAYSON HIGHWAY	LAWRENCEVILLE	GA	30045-5726	(770) 963-2402	(404) 601-9798	TOM CHASE	gsr2156@goodyear.com
198848	METROTIRE & AUTO CENTER		4141 SUGARLOAF PARKWAY	LAWRENCEVILLE	GA	30044	(770) 339-3190	(770) 339-3192	THOMAS HONG	thomashong@midtowntire.com
119608	TIRE DISCOUNTERS #150		4830 SUGARLOAF PKWY	LAWRENCEVILLE	GA	30044	(678) 292-5200		JUSTIN TILLSON	justin.tillson@tirediscounters.com
122553	TIRE DISCOUNTERS #184		1093 SCENIC HWY S	LAWRENCEVILLE	GA	30045	(470) 226-1009		JUSTIN TILLSON	justin.tillson@tirediscounters.com
117835	JMAT INC	UNIVERSITY TIRE	3945 US HWY 78	LOGANVILLE	GA	30052	(770) 554-1616	(706) 208-0099	MATT KIRKLAND	mkirkland@utireautomotive.com
122900	TIRE DISCOUNTERS #191		3945 ATLANTA HWY	LOGANVILLE	GA	30052	(470) 226-1790		JUSTIN TILLSON	justin.tillson@tirediscounters.com
183231	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#088	4601 INTERSTATE DR	MACON	GA	31210	(478) 474-7680	(478) 474-1473	BROOKE BROWER/CHRIS MOORMAN	ct_location_088@goodyear.com
197186	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER TTC	1382 GUY PAINE ROAD	MACON	GA	31206	(478) 788-7862		BILL RAFFIELD	chrisbattle@raffieldtire.com
197187	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER	600 GUY PAINE RD-BLDG 105A	MACON	GA	31206	(478) 338-0017		BILL RAFFIELD	chrisbattle@raffieldtire.com
185388	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER #7	7020 PEAKE RD	MACON	GA	31210	(478) 405-5588		BILL RAFFIELD	chrisbattle@raffieldtire.com
197183	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER #2	793 SHURLING DRIVE	MACON	GA	31211	(478) 743-7488		BILL RAFFIELD	chrisbattle@raffieldtire.com
189606	US AUTOFORCE		4114 RIGGINS MILL RD	MACON	GA	31297	(478) 750-7605	(478) 755-1666	BRIAN DECKER	bdecker@usautoforce.com
190830	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER #5	486 MARTIN LUTHER KING JR DR	MACON	GA	31201	(478) 743-1525		BILL RAFFIELD	chrisbattle@raffieldtire.com
197184	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER #3	120 RIVERSIDE PARKWAY	MACON	GA	31210	(478) 474-4119		BILL RAFFIELD	chrisbattle@raffieldtire.com
905666	DW CAMPBELL INC TERR #5666		1930 COBB PKWY SE	MARIETTA	GA	30060	(770) 980-1811	(770) 952-0458	BRIAN CAMPBELL	cobbparkway@dwcampbelltire.com
905768	DW CAMPBELL INC TERR #5768		1291 POWERS FERRY RD	MARIETTA	GA	30067	(770) 984-9711	(770) 612-1042	BRIAN CAMPBELL	powersferry@dwcampbelltire.com
905561	DW CAMPBELL OF MARIETTA INC TERR #5561		3330 CANTON RD	MARIETTA	GA	30066	(770) 427-0234	(770) 427-8832	BRIAN CAMPBELL	cantonroad@dwcampbelltire.com
136186	MONRO INC	MR TIRE & AUTO SVC CTRS #1362	1205 POWDER SPRINGS ROAD	MARIETTA	GA	30064	(585) 647-6400		KYLE PETERSON	kyle.peterson@monro.com
146197	QUICK LUBE CAR CARE CENTER INC	BP CAR CARE - TIRE PROS	557 JOHNSON FERRY RD	MARIETTA	GA	30068	(678) 379-5278		JAMES BAXTER	jbaxter@yourtirepros.com
143424	MIDTOWN TIRE INC		2950 JOHNSON FERRY RD	MARIETTA	GA	30062	(770) 573-1200		THOMAS HONG	thomashong@midtowntire.com
143425	MIDTOWN TIRE INC		3621 SANDY PLAINS RD	MARIETTA	GA	30066	(678) 504-5900		THOMAS HONG	thomashong@midtowntire.com
122989	BUTLER TIRE	BUTLER - MARIETTA #504	106 POWERS FERRY RD SE	MARIETTA	GA	30067	(678) 383-4145		JUSTIN TILLSON	justin.tillson@tirediscounters.com
902135	GOODYEAR AUTO SERVICE CENTER #2135		1020 SHOPPES LANE	MCDONOUGH	GA	30253-9400	(770) 898-3238	(404) 601-9870	DAVID MCDONALD	gsr2135@goodyear.com
134480	MONRO INC	MR TIRE & AUTO SVC CTRS #1299	12940 STATE HIGHWAY 9	MILTON	GA	30004	(770) 751-8485		KYLE PETERSON	kyle.peterson@monro.com
119443	TIRE DISCOUNTERS #152		611 EAST SPRING ST	MONROE	GA	30655	(770) 267-6569		JUSTIN TILLSON	justin.tillson@tirediscounters.com
120905	TIRE DISCOUNTERS #177	HOMETOWN TIRE	805 W SPRING ST	MONROE	GA	30655	(770) 267-0935		JUSTIN TILLSON	justin.tillson@tirediscounters.com
166653	THOMAS TIRE & RECAPPING INC		2700 FIRST AVENUE SE	MOULTRIE	GA	31788-6229	(229) 985-1839	(229) 985-0519	BLAKE THOMAS	thomastireblake@yahoo.com
902169	GOODYEAR AUTO SERVICE CENTER #2169		29 LAGRANGE STREET	NEWNAN	GA	30263-2636	(770) 253-7853	(404) 601-9263	DON HARRISON	gsr2169@goodyear.com
175360	WESTSIDE TIRE & ALIGNMENT INC		115 FRANKLIN ROAD	NEWNAN	GA	30263-1353	(770) 253-2897	(770) 254-9103	TERRY FULLER	terryfuller63@gmail.com
120922	TIRE DISCOUNTERS #180	NEWNAN STATION TIRE & SERVICE	1273 BULLSBORO DR	NEWNAN	GA	30265	(678) 552-4792		JUSTIN TILLSON	justin.tillson@tirediscounters.com
134203	MONRO INC	MR TIRE & AUTO SVC CTRS #1282	4041 HOLCOMB BRIDGE ROAD	NORCROSS	GA	30092	(770) 246-0012		KYLE PETERSON	kyle.peterson@monro.com
172406	TIREHUB LLC #150	FDC N925 ATLANTA	5075 BUFORD HIGHWAY SUITE 150	NORCROSS	GA	30071-2778	(770) 446-7601		CHRIS CAMERON	chris.cameron@tirehub.com
120807	TIRE DISCOUNTERS #163	KEDRON TIRE	2001 GEORGIAN PARK	PEACHTREE CITY	GA	30269	(770) 487-7767		JUSTIN TILLSON	justin.tillson@tirediscounters.com
902476	GOODYEAR AUTO SERVICE CENTER #2476		20 TRADERS WAY	POOLER	GA	31322-4158	(912) 748-4663	(912) 226-3466	MATT STOWE	gsr2476@goodyear.com
156903	DORSEY TIRE COMPANY INC	DORSEY TIRE COMPANY	1476 EAST US HIGHWAY 80	POOLER	GA	31322	(912) 964-6798	(912) 964-1150	BRUCE CHAMBLEE	BChamblee@dorseytire.com
161690	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#413	7051 HWY 21	PORT WENTWORTH	GA	31407	(912) 966-2271	(912) 966-2211	WESLEY RUNIONS	ct_location_413@goodyear.com
172387	TIREHUB LLC #138	FDC N902 CHATTANOOGA	31 SOUTH COMMERCE DRIVE	RINGGOLD	GA	30736-8469	(706) 866-3210		CHRIS CAMERON	chris.cameron@tirehub.com
120066	TIRE DISCOUNTERS #159	NORTH GEORGIA TIRE & ALIGNMENT	5422 BATTLEFIELD PKWY	RINGGOLD	GA	30736	(706) 937-5600		JUSTIN TILLSON	justin.tillson@tirediscounters.com
122702	TIRE DISCOUNTERS #401		5382 BATTLEFIELD PKWY	RINGGOLD	GA	30736	(706) 937-5382		JUSTIN TILLSON	justin.tillson@tirediscounters.com
119127	DEATON FLEET SOLUTIONS CORP		520 INDUSTRIAL DRIVE	ROCKMART	GA	30153	(678) 883-9259		NICHOLAS MCLEMORE	n.mclemore@deatontruckservice.com
119126	DEATON FLEET SOLUTIONS CORP		2515 CEDARTOWN HWY SE	ROME	GA	30162	(706) 295-4555	(706) 295-7388	NICHOLAS MCLEMORE	n.mclemore@deatontruckservice.com
902124	GOODYEAR AUTO SERVICE CENTER #2124		1613 SHORTER AVENUE SW	ROME	GA	30165-3966	(706) 291-8094	(706) 955-0430	DANIEL BARNES	gsr2124@goodyear.com
134200	MONRO INC	MR TIRE & AUTO SVC CTRS #1281	1574 HOLCOMB BRIDGE ROAD	ROSWELL	GA	30076	(770) 640-7337		KYLE PETERSON	kyle.peterson@monro.com
138140	MONRO INC	MR TIRE & AUTO SVC CTRS #1400	6258 ROSWELL ROAD	SANDY SPRINGS	GA	30328	(585) 647-6400		KYLE PETERSON	kyle.peterson@monro.com
902441	GOODYEAR AUTO SERVICE CENTER #2441		105 JAZIE DRIVE	SAVANNAH	GA	31410-1907	(912) 898-3561	(912) 226-3465	TROY WHITE	gsr2441@goodyear.com
902478	GOODYEAR AUTO SERVICE CENTER #2478		5704 OGEECHEE ROAD	SAVANNAH	GA	31405-9503	(912) 443-1955	(912) 226-3471	JONATHAN DEDGE	gsr2478@goodyear.com
119444	TIRE DISCOUNTERS #153		3030 WEST MAIN ST	SNELLVILLE	GA	30078	(770) 979-9266		JUSTIN TILLSON	justin.tillson@tirediscounters.com
134481	MONRO INC	MR TIRE & AUTO SVC CTRS #1298	5217 STONE MOUNTAIN HIGHWAY	STONE MOUNTAIN	GA	30087	(770) 498-1121		KYLE PETERSON	kyle.peterson@monro.com
902121	GOODYEAR AUTO SERVICE CENTER #2121		100 PEACHTREE INDUSTRIAL BLVD	SUGAR HILL	GA	30518-6288	(770) 271-5520	(404) 759-2681	JIM EASTON	gsr2121@goodyear.com
165732	NEXTIRE SUWANEE INC	NEIGHBORHOOD TIRE PROS & AUTO	2115 LAWRENCEVILLE SUWANEE RD	SUWANEE	GA	30024	(770) 513-1221	(770) 513-1739	JAMES BAXTER	jbaxter@yourtirepros.com
163275	TERWILLIGER'S AUTO SERVICE INC	TERWILLIGER'S AUTO SERVICE	419 S MAIN ST	SWAINSBORO	GA	30401	(478) 237-5158	(478) 237-3437	HENRY C TERWILLIGER	ttire@zoneland.net
193572	NEECE TIRE & AUTO SERVICE INC		4792 BLOUNTSTOWN HWY	TALLAHASSEE	FL	32304	(850) 574-4100	(850) 575-7488	JACK NEECE	neecetire@msn.com
154158	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#419	635 CARROLLTON ST	TEMPLE	GA	30179	(770) 562-8283		CHASE FREEMAN	ct_location_419@goodyear.com
902164	GOODYEAR AUTO SERVICE CENTER #2164		3928 LAVISTA ROAD	TUCKER	GA	30084-5107	(770) 938-9775	(404) 601-9287	TOM CHASE	gsr2164@goodyear.com
162331	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#403	3491 MADISON HWY	VALDOSTA	GA	31601	(229) 244-3179		STEVE WILLIAMS	ct_location_403@goodyear.com

NONSIG	DEALER NAME	DBA	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	CONTACT NAME	EMAIL
152242	NE-RO TIRE & BRAKE SVC INC		2311 S PATTERSON ST	VALDOSTA	GA	31601	(229) 244-8353	(229) 241-0714	JACK NEECE	neecetire@msn.com
197185	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER #4	107 RUSSELL PKWY	WARNER ROBINS	GA	31088	(478) 328-1200		BILL RAFFIELD	chrisbattle@raffieldtire.com
156574	RAFFIELD TIRE MASTERS INC		4001 WATSON BLVD	WARNER ROBINS	GA	31093	(478) 788-7897		BILL RAFFIELD	chrisbattle@raffieldtire.com
118094	TIRE DISCOUNTERS #146		2001 HOG MOUNTAIN RD	WATKINSVILLE	GA	30677	(706) 769-4455		JUSTIN TILLSON	justin.tillson@tirediscounters.com
156504	BRENAFER INC	MILLER TIRE COMPANY	US 1 1915 S MEMORIAL DR	WAYCROSS	GA	31501	(912) 285-5318	(912) 285-0283	BRETT MILLER	millertirecompany@gmail.com
150646	DW CAMPBELL OF WOODSTOCK INC		1906 PROFESSIONAL PARKWAY	WOODSTOCK	GA	30188	(770) 928-7363	(770) 928-7339	BRIAN CAMPBELL	professionalway@thecampbelltire.com
134186	MONRO INC	MR TIRE & AUTO SVC CTRS #1284	2465 TOWN LAKE PARKWAY	WOODSTOCK	GA	30189	(770) 928-5959		KYLE PETERSON	kyle.peterson@monro.com
122489	TIRE DISCOUNTERS #185		8020 ALABAMA RD NE	WOODSTOCK	GA	30188	(404) 381-1151		JUSTIN TILLSON	justin.tillson@tirediscounters.com

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

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

Requesting Department/Agency: Real Estate and Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3772

Cooperative Contract Number and Title: SWC#99999-001-SPD0000112-0001, Fuel Card Mg

Estimated Contract Spend: $145,000.00

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

☐ **Public Cooperative Entity** (Ex: NASPO)
List cooperative entity:_____

☐ **Federal Government** (Ex: GSA contract)

☑ **State of Georgia Statewide Contracts**
(Department of Administrative Services)

☐ **Other Governmental Entity**
(Ex: City of Atlanta)
List Government Entity: _____

Verification Requirements

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

1. Provide justification for the use of the cooperative purchase.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
    a. Leveraging benefits of volume purchasing
    b. Volume discounts
    c. Service delivery requirement advantages
    d. Document market research that was completed to determine use of cooperative purchase request.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

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

Purchasing Representative Recommendation:

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

☐ meets the requirements ☐ does not meet the requirements

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

(CAPA/APA) Purchasing Agent _____ Date_____

Chief Purchasing Agent _____ Date_____

VERIFICATION REQUIREMENTS

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

Department Name: **Department of Real Estate and Asset Management**

Contract # and Title: SWC#99999-001-SPD0000203-0001 and SWC#99999-001-SPD0000203-0003, **New Tires and Retread Tires**

Date: September 30, 2025

To utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. This contract provides the top of the line manufactures of tires and tubes at an affordable cost due to volume pricing. The list includes:

   Goodyear Tire and Rubber Company, Inc. is the third largest tire company in the world; and **Bridgestone Americas Tire Operations, LLC** is the tire division develops and manufactures innovative products for trucks, buses, industrial vehicles, cars, light trucks, and vans, as well as motorcycles and bicycles. With its products and services, Continental contributes to safe, economical, and ecologically efficient mobility.

   To competitively bid this contract independently, the County would not be able to receive the cost savings that it realizes in using the statewide contract.

   The benefits of using the statewide contract are:

   - Competitively priced Core Products
   - Competitive discounts off list price for Non-Core Products
   - Available ordering methods include Phone, Fax, Dealer location
   - Manufacturer and Dealer accepts P-Card
   - Brand variety offered/awarded in each new tire category

   Being able to offer this variety of tire selections for the number vehicles in the County's fleet at such an affordable rate beats anything that the County could do independently.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0830 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval to increase spending authority - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in the amount not to exceed $200,000.00 with Automotive Rental Inc. dba Holman (Mt. Laurel, NJ), to cover costs associated with an increased volume of heavy equipment repairs, as well as costs associated with increased labor rates for work on specialized heavy equipment. 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 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
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 increased spending authority is requested to cover the approximately 26% increase in the number of non-pursuit vehicle repairs and preventive maintenance cost for heavy equipment for the remainder of FY2025. DREAM is also experiencing increased costs associated with corrective repairs completed on specialized heavy equipment. One recent repair of a sewage vacuum truck for Public Works cost the County $19,000.

The Department does not have adequate staffing, equipment, or resources to complete all needed fleet and heavy equipment repairs. A vehicle in the heavy and specialized equipment category requires specialized mechanics and/or equipment or requires that repairs only be performed by factory-authorized vendors.

Scope of Work: This contract provides active supervision of the vendors in the network including quality of service, billing, invoicing, and the hourly fee structure for each repair type. The scope of service includes all labor, parts, equipment, materials, and transportation for the repair of the County-owned equipment or vehicles placed in the network. The annual network fees are $5.82 per month/per vehicle.

Community Impact: None that the Department is aware of.

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

Contract management is coordinated by the Department of Real Estate and Asset Management, Central Maintenance Fleet Division.

Project Implications: The approval of this increase in spending authority will allow DREAM to complete fleet repairs in a timely fashion, ensuring service delivery to the citizens of Fulton County.

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

Department Issues/Concerns: If this increase in spending authority is not approved, there will be delays in repairs performed by factory-authorized vendors for heavy/specialty vehicles and road equipment for Fulton County's fleet for the remainder of FY2025.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0752	11/6/24	$755,000.00
Increase Spending Authority No. 1			**$200,000.00**
Total Revised Amount			$955,000.00

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

Click or tap here to enter text.

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

Exhibit 1: SWC90816
Exhibit 2: Cooperative Purchasing Justification and Approval Form

Agenda Item No.: 25-0830 **Meeting Date:** 11/5/2025

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$755,000.00
Previous Adjustments:	$0.00
This Request:	$200,000.00
TOTAL:	$955,000.00

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5223-1710: General, Real Estate and Asset Management, Garage Parts- $63,782.42

Funding Line 2:

100-520-5220-1110: General, Real Estate and Asset Management, Vehicle Maintenance & Repair- $22,060.01

Funding Line 3:

100-520-5223-1110: General, Real Estate and Asset Management, Vehicle Maintenance & Repair - $14,157.57

Funding Line 4:

201-540-5459-1110: Water & Sewer Revenue, Public Works, Vehicle Maintenance & Repair- $28,879.42

Funding Line 5:

201-540-5469-1110: Water & Sewer Revenue, Public Works, Vehicle Maintenance & Repair- $56,000.00

Funding Line 6:

203-540-5453-1110: Water & Sewer Revenue, Public Works, Vehicle Maintenance & Repair- $15,120.58

Agenda Item No.: 25-0830 **Meeting Date:** 11/5/2025

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 12/31/2025
Cost Adjustment:	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Report Period Start:
N/A

Report Period End:
N/A

Supplier Information Sheet

Statewide Contract Number	SWC90816	**NIGP Code**	92800, 92827
Name of Contract	Motor Vehicle Maintenance & Inventory Management Services		
Effective Date	October 5, 2009	**Expiration Date**	December 31, 2025

Contract Table of Contents			
Suppliers Awarded	1	**Contract Information:**	**Convenience Contract**
Contract Information for Vendor			**Page Number**
Automotive Rentals Inc. dba Holman			**2**
Additional Contract Information			
General Contract Information			**3-7**
Contract Renewals/ Extensions/ Changes			**8**
Item Listing and Pricing			**9**
Ordering Instructions			**10**
DOAS Contact Information			**10**

Contract Information	
Statewide Contract Number	SWC90816
PeopleSoft Vendor Number	0000037024
Vendor Name & Address	
Automotive Rentals, Inc. 4001 Leadenhall Rd Mt Laurel, NJ 08054	
Contract Administrator	
Chad Armstrong District Sales Manager 609-760-2847 chad.armstrong@hol man.com	
Contact Details	
Program Information	Michael Marsh DOAS Office of Fleet Management 404-656-6295 Michael.marsh@doas.ga.gov
Remitting Information	**4001 Leadenhall Rd** **Mount Laurel, NJ 08054**
Discounts	N/A
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Vendor will accept Purchase Orders, agency billing and the Purchasing Card

General Contract Information

Description of Services

The Motor Vehicle Contract Maintenance Program provides a total fleet management solution to state and local governments. The program, offered through Automotive Resources International (ARI) dba Holman, provides a cost-effective method of handling and tracking motor vehicle operational expenses. By utilizing the vehicle maintenance program, state and local governments have access to over 4,750 Georgia vendors that offer quality services at discounted prices. When repairs are needed, drivers can call a **toll-free number (1-800-Care-Care)** for referral to the nearest vendor. ARI's service offerings include a call center, emergency roadside assistance and other vehicle maintenance services.

Other Service Information

In partnership with customers, ARI combines business insight and optimal lifecycle analysis, diverse services and high-powered technology to drive fleet efficiency up and costs down by:

- Providing access to their nationwide network of ASE certified repair vendors and offering repair discounts up to 10%
- Offering services returns more in per vehicle savings than the State pays for ARI services
- Providing online "real time" data via its web enabled Holman Insights program with customized reporting available to each agency
- Offering online access to their fleet management portal called "Holman Insights" that offers agencies repair and historical accident data with analysis, reporting, and industry benchmarking capabilities
- Reducing vehicle maintenance costs through ARI's expert field adjustments, warranty and post warranty recovery efforts and its preapproval of repair maintenance services
- Providing agencies accurate statistical information with benchmark comparisons to other state agency fleet operations nationwide
- Reducing program costs in administrative activities like invoice processing activities, repair scheduling, and reducing procurement cycle times
- Servicing customers 24 hours a day, 7 days per week, 365 days a year with agency access to a repair network call center staffed with ASE certified technicians
- Offering additional cost savings on maintenance services through negotiated discounts provided by national account vendors
- Assuring agencies use established statewide contracts, i.e. tires
- Assisting agencies in avoiding the payment of state sales taxes on repair service transactions.

DATABASE MANAGEMENT

Holman provides a database management program, which allows assets that are not enrolled in programs to be accessible within Holman Insights.

POOL VEHICLE RESERVATION MANAGEMENT SYSTEM

Holman offers a Vehicle Reservation System Program that allows the State of Georgia to create, reserve, and manage pools of vehicles. Using this tool, your drivers can easily see what pool vehicles are available to them and reserve vehicles, while fleet managers can build pools, move vehicles, charge back reservations to the driver's cost center, and view reports showing allocated assets, utilization, and open reservations.

Once the pool is created, fleet managers can set their own reservation parameters, including:

- The times the vehicles can be reserved
- Minimum and maximum number of hours the vehicle can be used
- Hourly rate for usage
- The lead time required for a reservation
- Once the pool is created, fleet managers can easily add or remove vehicles through Holman Insights

State of Georgia has full control over who can reserve pool vehicles, including which pools your drivers can access. Fleet managers can go into Holman Insights to see a list of all potential drivers, their employee ID numbers, billing codes, email addresses, passwords, and other information, and which pools they can use.

Drivers reserve an asset by logging into the system and then searching through assets in their assigned pool(s). Once they have found a vehicle, they can check its availability and then reserve it. Drivers can also see all of their reservations through a calendar function.

GMS – GARAGE MANAGEMENT SYSTEM

Fleet managers working with onsite garages and outside repair vendors face the challenge of integrating data from internal and external maintenance sources.

Complex and time-consuming, the process typically results in process inefficiencies and inaccurate reporting that drive maintenance costs higher. Adding other types of fleet information, such as licensing, acquisition, and

inspection data, complicates the process even further and makes it difficult to reduce expenses.

Holman is the only fleet management company to offer an all-inclusive solution for fleets that use outside vendors and operate their own internal garages. Our Garage Management System (GMS) allows you to do the following:

- Track vehicle inventory
- View vehicle maintenance history for equipment, chassis and body
- Manage mechanic and shop time
- Manage parts inventory, including consumption and re-ordering summaries
- Log equipment hours and chassis odometer readings
- Maintain compliance with ANSI requirements
- Track adherence to DOT and client specific PM schedules
- Measure mechanic productivity

It also simultaneously consolidates all of the work done by your internal garages with repairs and maintenance performed by third-party vendors.

Work Orders Made Easy
Holman's Garage Management System automatically populates each work order with inventory-related, job-specific information based on client specific PM schedules. When the technician scans the barcode on parts packaging for an open work order, the parts inventory database updates instantly, for real-time tracking of all parts.

When inventory reaches a preset reorder point, GMS allows the user to create part replenishment orders to push to the preferred vendor.

Holman's Garage Management System also helps your shop supervisors better manage resources by assigning work orders to available in-house technicians, Holman's Technical Resource Center can also process vendor-out repairs.

Warranty and Recall Tracking
GMS displays manufacture recalls as Trouble Tickets if the VIN is populated in Holman's system. It's a flag to advise the client that a potential open recall exist for the asset.

Hassle-Free Reporting

GMS uses American Trucking Association (ATA) codes, making it easy to identify trends and cost-saving opportunities. It also provides custom reports you need to manage your fleet.

Simple, Budget-Friendly Pricing

GMS is significantly more economical than standalone products, and is simple to maintain. Holman hosts the application on your behalf, per forming all upgrades and modifications from our global headquarters at no cost. Our Commercial Service Desk (aka the CSD, formerly called the CIS Help Desk) also provides no-cost customer training and technical help for all Holman systems.

How GMS Can Improve Your Productivity

The below captures how GMS can improve productivity and lower operating costs:

- Consolidated, comprehensive vehicle maintenance history eliminates unnecessary repairs and assists in identifying repairs under warranty.
- Customized reporting allows for proactive identification of cost reduction opportunities and repair trends.
- Barcode scanning allows technicians to enter parts and labor data into the system quickly and effortlessly.
- Customized PM notification lowers repair costs and increases compliance.
- Productivity measures offer better time management and control.
- Benchmarking capabilities allow you to analyze performance and results both internally and externally.
- Vendor-out repairs undergo controlled authorization through Holman's technicians at our toll-free 24/7/365 Technical Resource Center.

ACCIDENT MANAGEMENT

Holman's Accident Management program manages all aspects of recording and reporting of accident data—reporting bodily injury or fatalities, taking third-party information for claims reporting, and notifying State of Georgia's liability carrier, arranging for towing if necessary, notifying the State if substance abuse is suspected of any party, and making recommendations on vehicles determined as a total loss. This program is managed in-house, with ASE-certified claims coordinators handling the process.

Holman will forward loss reports to all specified parties within 60 minutes of taking the report and record all data for online tracking and reporting in the Holman Insights system.

Holman begins the subrogation process when the driver calls to report the incident. If your driver did not cause the accident, Holman's system alerts a subrogation technician to the claim to begin the investigation process immediately.

All accident-related data and reports are available through Holman Insights, including accident, claim, driver details, POs, third-party information, subrogation status, images, and police reports. All information entered into Holman Insights by Holman's Accident Management Team is updated online in real time. You'll be able to see all accident reports and any related KPIs or reporting within Holman Insights.

Amendments/Renewals/Extensions

Base Term	10/5/2009 – 10/4/2011
Amendment 1	Added non-program vehicle management services
Renewal 1	10/5/2011 – 10/4/2012, Pricing Amended
Renewal 2	10/5/2012 – 10/4/2013, Pricing Amended
Renewal 3	10/5/2013 – 10/4/2014, Pricing Amended
Amendment 5	Adds ARI's Telematics Data Capture program.
Extension 1	10/5/2014 – 4/4/2015, Pricing Amended
Extension 2	4/5/2015 – 10/4/2015, Pricing Amended
Extension 3	10/5/2015 – 10/4/2016, Pricing Amended
Extension 4	10/5/2016 – 10/4/2017, Pricing Amended
Extension 5	10/5/2017 – 12/4/2017
Extension 6	12/5/2017 – 12/4/2018
Extension 7	12/5/2018 – 12/31/2019
Extension 8	1/1/2020 – 12/31/2020
Extension 9	1/1/2021 – 12/31/2021
Extension 10	1/1/2022 – 12/31/2022
Extension 11	1/1/2023 – 12/31/2023
Extension 12	1/1/2024 – 12/31/2024
Extension 13	1/1/2025 – 12/31/2025

Statewide Contract Pricing
Motor Vehicle Maintenance and Inventory Management Services
SWC90816

Item Description	Price
Monthly Vehicle Program Cost	**$4.50 /Vehicle**
Non-Program Vehicles (Inventory Services)	**$0.25 / Vehicle**
Accidents Processing	**$51.50 / Occurrence**
Roadside Assistance	**$26.75 / Vehicle**
Oil Changes	**Pass Through Cost**
Garage Management System (GMS)	**$.50 per vehicle, per month** **<u>Tiered Pricing:</u>** **1 – 5 Garages: $575 / month** **6 – 10 Garages: $375 / month** **11 – 15 Garages: $264 / month** **16 – 20 Garages: $220 / month** **21+ Garages: $200 / month**

Ordering Instructions

State Agencies

Name: Michael Marsh
DOAS Office of Fleet Management
Phone: 404-656-6295
Email: Michael.Marsh@doas.ga.gov

Municipalities

Name: Janet Muse
Office: 856-444-5972 x 55972
Cell:
Email: Janet.Muse@holman.com

DOAS CONTACT INFORMATION

DOAS Contract Manager

Name: Emily Harris
Phone: 470-668-2663
Email: emily.harris@doas.ga.gov

Procurement Help Desk

Telephone: 404-657-6000
Email: procurementhelp@doas.ga.gov

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0831 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB138801C-GS, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in an amount not to exceed $533,743.00 with A-Action Janitorial Service, Inc. (Lithonia, GA), to provide janitorial services for Group G (North and Central Senior Centers) for Fulton County. Effective dates: January 1, 2026, through December 31, 2026.

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

Strategic Priority Area related to this item
Open and Responsible Government

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

Is this a purchasing item?
Yes

Summary & Background Good Success Company, Inc. (Atlanta, GA) was initially awarded this contract to provide janitorial services for Group G (North and Central Senior Centers) in an amount not to exceed $301,441.00 on April 17, 2024, via Item 24-0272, effective from May 1, 2024, through December 31, 2024, with two renewal options. The County exercised the first renewal option in an amount not to exceed $496,935.00 on November 6, 2024, via Item 24-0730, effective from January 1, 2025, through December 31, 2025, with one renewal option remaining.

In January 2025, DREAM's Building Services staff met with Good Success Company, Inc. to address

the County's concerns about inconsistent janitorial cleaning during the latter part of the 4th quarter evaluation period (69% rating) in 2024 (see Exhibit 5), which resulted in receiving the vendor's first initial 30-day PIP (Performance Improvement Plan) on January 29, 2025 (see Exhibit 4). The PIP emphasized the following: day and night cleaning, inconsistency in floor care, and lack of proper supervision.

On March 27, 2025, DREAM's Building Services staff met with Good Success again to discuss ongoing issues, particularly inconsistent floor care, and issued a 2nd 30-day PIP (see Exhibit 4). Their performance was unacceptable which resulted in unsatisfactory performance (65% rating) during the first quarter evaluation period of January-March in 2025 (see Exhibit 5).

Good Success has continued to perform unsatisfactorily resulting in another poor performance (65% rating) during the second quarter evaluation period of April-June in 2025 (see Exhibit 5), and their PIP was extended again. DREAM's Director was notified on August 28, 2025, by the Director of Senior Services about the poor contractor performance at the Benson Senior Multipurpose Center (see Exhibit 6).

Therefore, because of these numerous issues with Good Success Company, Inc., the County will not choose to exercise the second renewal option with Good Success Company, Inc. As provided by Article 9. Contract Term, b. Renewal Terms, then the term of this Agreement in effect shall also be deemed the "Ending Term", with no further contractual obligation after first renewal term expiration on December 31, 2025.

Now, DREAM is requesting that A-Action Janitorial Service, Inc., the next lowest and responsible bidder for Group G (see Exhibit 1, Bid Tabulation Sheet) be awarded the contract and assume full janitorial service responsibilities for Group G (North and Central Senior Centers) beginning January 1, 2026. A-Action has previously provided exceptional janitorial services (under 21ITB128258C-CG & 17ITB109620C-BKJ) with a performance rating of 91% (see Exhibit 2).

Scope of Work: The janitorial contractor shall furnish all materials, labor, tools, janitorial equipment, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services at these facilities which consists of:

Group G: North Senior Centers (5 facilities - HG Darnell, North Fulton, DC Benson, Dogwood and New Horizons) with a total of 74,002 cleanable sq. ft.; and Central Senior Centers (2 facilities - Edgewood and Helene S. Mills) with a total of 30,093 cleanable sq. ft.

Community Impact: The overall community impact is to provide clean and sanitary facilities for the selected facilities.

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

This is a time and materials contract and the requested spending authority in the total amount of $533,743.00 is sufficient to cover the costs for materials, equipment, cleaning supplies and day

porter labor hours to maintain the required cleaning services for Group G for FY2026.

Project Implications: This contract is designed to provide and maintain sustainable clean and sanitary County facilities. The effective cleaning program is critical component to keeping a healthy and productive environment

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

Department Issues/Concerns: If this contract is not approved, the Department will not be able to provide janitorial services for these selected County facilities in Group G (North and Central Senior Centers) for FY2026.

Contract Modification No, this is a new procurement

Contract & Compliance Information

Contract Value: **$533,743.00**

Prime Vendor: **A-Action Janitorial Service Inc.**
Prime Status: **African American Female Business Enterprise**
Location: **Lithonia, GA**
County: **DeKalb County**
Prime Value: **$533,743.00 or 100.00%**

Total Contract Value: **$533,743.00 or 100.00%**
Total Certified Value: **$533,743.00 or 100.00%**

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Contractor's Performance Report
Exhibit 3: A-Action Bid Form
Exhibit 4: PIP (Performance Improvement Plan)- Good Success Company, Inc.
Exhibit 5: Contractor's Performance Reports- Good Success Company, Inc.
Exhibit 6: Senior Services Concern of Poor Janitorial Services

Contact Information

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

Contract Attached

No

Agenda Item No.: 25-0831 **Meeting Date:** 11/5/2025

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$533,743.00
TOTAL:	$533,743.00

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services- $533,743.00
“Subject to availability of funding adopted for FY2026 by BOC”

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?
Yes

Report Period Start: **4/1/2023**

Report Period End: **6/60/2023**

| | | |

MC TEAM ENTRIES

MC NAME/CLUB/CLUBS: 1 ANDREW 2 RUN ANDREW

MC NAME/TOWN - Address Where to Send Entry Forms/Tee Shirts (Email is OK):

MC Phone Number/Email: 1 2

| | | |

Official Results

Sunday, 17 August 2025 — Event 1 — Session 1

Distance: 1500m — Round: Heats — Format: Time Final

Conditions: Air: 18°C, Humidity: 65%, Wind: 2.1 m/s, Water: 17°C

Rank	Lane	Athlete	Nation	Age	Seed Time	Reaction Time	100m	200m	300m	400m	500m	600m	700m	800m	900m	1000m	1100m	1200m	1300m	1400m	1500m	Finish Time	Points
1	4	Ethan Caldwell	AUS	24	14:52.30	0.68	1:13.42	2:27.10	3:41.55	4:56.20	6:10.88	7:25.31	8:39.74	9:54.12	11:08.47	12:22.83	13:37.19	14:51.55	16:05.91	17:20.27	18:34.63	14:34.63	1000
2	5	Liam Harrington	GBR	26	14:58.10	0.71	1:13.98	2:28.04	3:42.61	4:57.33	6:12.05	7:26.77	8:41.49	9:56.21	11:10.93	12:25.65	13:40.37	14:55.09	16:09.81	17:24.53	18:39.25	14:39.25	980
3	3	Noah Fitzgerald	IRL	23	15:01.45	0.74	1:14.21	2:28.55	3:43.12	4:57.84	6:12.56	7:27.28	8:42.00	9:56.72	11:11.44	12:26.16	13:40.88	14:55.60	16:10.32	17:25.04	18:39.76	14:39.76	960
4	6	Oliver Bennett	CAN	25	15:04.20	0.69	1:14.55	2:29.10	3:43.68	4:58.40	6:13.12	7:27.84	8:42.56	9:57.28	11:12.00	12:26.72	13:41.44	14:56.16	16:10.88	17:25.60	18:40.32	14:40.32	940
5	2	Jack Whitmore	NZL	27	15:07.85	0.77	1:14.88	2:29.66	3:44.25	4:58.97	6:13.69	7:28.41	8:43.13	9:57.85	11:12.57	12:27.29	13:42.01	14:56.73	16:11.45	17:26.17	18:40.89	14:40.89	920
6	7	Daniel Okafor	NGA	22	15:10.30	0.72	1:15.02	2:29.94	3:44.53	4:59.25	6:13.97	7:28.69	8:43.41	9:58.13	11:12.85	12:27.57	13:42.29	14:57.01	16:11.73	17:26.45	18:41.17	14:41.17	900
7	1	Samuel Ortega	ESP	28	15:13.60	0.80	1:15.31	2:30.22	3:45.13	4:59.85	6:14.57	7:29.29	8:44.01	9:58.73	11:13.45	12:28.17	13:42.89	14:57.61	16:12.33	17:27.05	18:41.77	14:41.77	880
8	8	Matthew Reilly	USA	21	15:16.05	0.75	1:15.44	2:30.50	3:45.41	5:00.13	6:14.85	7:29.57	8:44.29	9:59.01	11:13.73	12:28.45	13:43.17	14:57.89	16:12.61	17:27.33	18:42.05	14:42.05	860
9	9	Joshua Kimani	KEN	24	15:19.40	0.83	1:15.67	2:30.98	3:45.89	5:00.61	6:15.33	7:30.05	8:44.77	9:59.49	11:14.21	12:28.93	13:43.65	14:58.37	16:13.09	17:27.81	18:42.53	14:42.53	840
10	10	Benjamin Clarke	GBR	26	15:22.75	0.79	1:15.90	2:31.46	3:46.37	5:01.09	6:15.81	7:30.53	8:45.25	9:59.97	11:14.69	12:29.41	13:44.13	14:58.85	16:13.57	17:28.29	18:43.01	14:43.01	820
11	11	Tyler Nguyen	CAN	23	15:25.10	0.85	1:16.13	2:31.94	3:46.85	5:01.57	6:16.29	7:31.01	8:45.73	9:60.45	11:15.17	12:29.89	13:44.61	14:59.33	16:14.05	17:28.77	18:43.49	14:43.49	800
12	12	Andrew Sullivan	AUS	25	15:28.45	0.82	1:16.36	2:32.42	3:47.33	5:02.05	6:16.77	7:31.49	8:46.21	9:60.93	11:15.65	12:30.37	13:45.09	14:59.81	16:14.53	17:29.25	18:43.97	14:43.97	780
13	13	Christopher Lee	SGP	27	15:31.80	0.88	1:16.59	2:32.90	3:47.81	5:02.53	6:17.25	7:31.97	8:46.69	9:61.41	11:16.13	12:30.85	13:45.57	15:00.29	16:15.01	17:29.73	18:44.45	14:44.45	760
14	14	Ryan Mitchell	USA	22	15:34.15	0.84	1:16.82	2:33.38	3:48.29	5:03.01	6:17.73	7:32.45	8:47.17	9:61.89	11:16.61	12:31.33	13:46.05	15:00.77	16:15.49	17:30.21	18:44.93	14:44.93	740
15	15	Nathan Brooks	NZL	24	15:37.50	0.91	1:17.05	2:33.86	3:48.77	5:03.49	6:18.21	7:32.93	8:47.65	9:62.37	11:17.09	12:31.81	13:46.53	15:01.25	16:15.97	17:30.69	18:45.41	14:45.41	720
16	16	Alexander Petrov	RUS	26	15:40.85	0.87	1:17.28	2:34.34	3:49.25	5:03.97	6:18.69	7:33.41	8:48.13	9:62.85	11:17.57	12:32.29	13:47.01	15:01.73	16:16.45	17:31.17	18:45.89	14:45.89	700
17	17	Michael Thompson	GBR	25	15:44.20	0.93	1:17.51	2:34.82	3:49.73	5:04.45	6:19.17	7:33.89	8:48.61	9:63.33	11:18.05	12:32.77	13:47.49	15:02.21	16:16.93	17:31.65	18:46.37	14:46.37	680
18	18	Daniel Rodriguez	ESP	23	15:47.55	0.90	1:17.74	2:35.30	3:50.21	5:04.93	6:19.65	7:34.37	8:49.09	9:63.81	11:18.53	12:33.25	13:47.97	15:02.69	16:17.41	17:32.13	18:46.85	14:46.85	660
19	19	Jonathan Wright	CAN	27	15:50.90	0.96	1:17.97	2:35.78	3:50.69	5:05.41	6:20.13	7:34.85	8:49.57	9:64.29	11:19.01	12:33.73	13:48.45	15:03.17	16:17.89	17:32.61	18:47.33	14:47.33	640
20	20	Robert Anderson	AUS	22	15:54.25	0.94	1:18.20	2:36.26	3:51.17	5:05.89	6:20.61	7:35.33	8:50.05	9:64.77	11:19.49	12:34.21	13:48.93	15:03.65	16:18.37	17:33.09	18:47.81	14:47.81	620
21	21	William Foster	IRL	24	15:57.60	0.99	1:18.43	2:36.74	3:51.65	5:06.37	6:21.09	7:35.81	8:50.53	9:65.25	11:19.97	12:34.69	13:49.41	15:04.13	16:18.85	17:33.57	18:48.29	14:48.29	600
22	22	Thomas Gallagher	GBR	26	16:00.95	0.97	1:18.66	2:37.22	3:52.13	5:06.85	6:21.57	7:36.29	8:51.01	9:65.73	11:20.45	12:35.17	13:49.89	15:04.61	16:19.33	17:34.05	18:48.77	14:48.77	580
23	23	Kevin Zhang	SGP	25	16:04.30	1.02	1:18.89	2:37.70	3:52.61	5:07.33	6:22.05	7:36.77	8:51.49	9:66.21	11:20.93	12:35.65	13:50.37	15:05.09	16:19.81	17:34.53	18:49.25	14:49.25	560
24	24	Steven Murphy	USA	23	16:07.65	1.00	1:19.12	2:38.18	3:53.09	5:07.81	6:22.53	7:37.25	8:51.97	9:66.69	11:21.41	12:36.13	13:50.85	15:05.57	16:20.29	17:35.01	18:49.73	14:49.73	540
25	25	Patrick Hughes	NZL	27	16:11.00	1.05	1:19.35	2:38.66	3:53.57	5:08.29	6:23.01	7:37.73	8:52.45	9:67.17	11:21.89	12:36.61	13:51.33	15:06.05	16:20.77	17:35.49	18:50.21	14:50.21	520
26	26	Edward Collins	AUS	22	16:14.35	1.03	1:19.58	2:39.14	3:54.05	5:08.77	6:23.49	7:38.21	8:52.93	9:67.65	11:22.37	12:37.09	13:51.81	15:06.53	16:21.25	17:35.97	18:50.69	14:50.69	500
27	27	Brandon Lewis	CAN	24	16:17.70	1.08	1:19.81	2:39.62	3:54.53	5:09.25	6:23.97	7:38.69	8:53.41	9:68.13	11:22.85	12:37.57	13:52.29	15:07.01	16:21.73	17:36.45	18:51.17	14:51.17	480
28	28	Jason Miller	GBR	26	16:21.05	1.06	1:20.04	2:40.10	3:55.01	5:09.73	6:24.45	7:39.17	8:53.89	9:68.61	11:23.33	12:38.05	13:52.77	15:07.49	16:22.21	17:36.93	18:51.65	14:51.65	460
29	29	Ryan Cooper	IRL	23	16:24.40	1.11	1:20.27	2:40.58	3:55.49	5:10.21	6:24.93	7:39.65	8:54.37	9:69.09	11:23.81	12:38.53	13:53.25	15:07.97	16:22.69	17:37.41	18:52.13	14:52.13	440
30	30	Matthew Davies	USA	25	16:27.75	1.09	1:20.50	2:41.06	3:55.97	5:10.69	6:25.41	7:40.13	8:54.85	9:69.57	11:24.29	12:39.01	13:53.73	15:08.45	16:23.17	17:37.89	18:52.61	14:52.61	420
31	31	Christopher Evans	NZL	27	16:31.10	1.14	1:20.73	2:41.54	3:56.45	5:11.17	6:25.89	7:40.61	8:55.33	9:70.05	11:24.77	12:39.49	13:54.21	15:08.93	16:23.65	17:38.37	18:53.09	14:53.09	400
32	32	Daniel Morgan	AUS	22	16:34.45	1.12	1:20.96	2:42.02	3:56.93	5:11.65	6:26.37	7:41.09	8:55.81	9:70.53	11:25.25	12:39.97	13:54.69	15:09.41	16:24.13	17:38.85	18:53.57	14:53.57	380
33	33	Joshua Bell	CAN	24	16:37.80	1.17	1:21.19	2:42.50	3:57.41	5:12.13	6:26.85	7:41.57	8:56.29	9:71.01	11:25.73	12:40.45	13:55.17	15:09.89	16:24.61	17:39.33	18:54.05	14:54.05	360
34	34	Andrew Wilson	GBR	26	16:41.15	1.15	1:21.42	2:42.98	3:57.89	5:12.61	6:27.33	7:42.05	8:56.77	9:71.49	11:26.21	12:40.93	13:55.65	15:10.37	16:25.09	17:39.81	18:54.53	14:54.53	340
35	35	Ryan Taylor	IRL	23	16:44.50	1.20	1:21.65	2:43.46	3:58.37	5:13.09	6:27.81	7:42.53	8:57.25	9:71.97	11:26.69	12:41.41	13:56.13	15:10.85	16:25.57	17:40.29	18:55.01	14:55.01	320
36	36	Matthew Harris	USA	25	16:47.85	1.18	1:21.88	2:43.94	3:58.85	5:13.57	6:28.29	7:43.01	8:57.73	9:72.45	11:27.17	12:41.89	13:56.61	15:11.33	16:26.05	17:40.77	18:55.49	14:55.49	300
37	37	Christopher Evans	NZL	27	16:51.20	1.23	1:22.11	2:44.42	3:59.33	5:14.05	6:28.77	7:43.49	8:58.21	9:72.93	11:27.65	12:42.37	13:57.09	15:11.81	16:26.53	17:41.25	18:55.97	14:55.97	280
38	38	Daniel Morgan	AUS	22	16:54.55	1.21	1:22.34	2:44.90	3:59.81	5:14.53	6:29.25	7:43.97	8:58.69	9:73.41	11:28.13	12:42.85	13:57.57	15:12.29	16:27.01	17:41.73	18:56.45	14:56.45	260
39	39	Joshua Bell	CAN	24	16:57.90	1.26	1:22.57	2:45.38	4:00.29	5:15.01	6:29.73	7:44.45	8:59.17	9:73.89	11:28.61	12:43.33	13:58.05	15:12.77	16:27.49	17:42.21	18:56.93	14:56.93	240
40	40	Andrew Wilson	GBR	26	17:01.25	1.24	1:22.80	2:45.86	4:00.77	5:15.49	6:30.21	7:44.93	8:59.65	9:74.37	11:29.09	12:43.81	13:58.53	15:13.25	16:27.97	17:42.69	18:57.41	14:57.41	220
41	41	Ryan Taylor	IRL	23	17:04.60	1.29	1:23.03	2:46.34	4:01.25	5:15.97	6:30.69	7:45.41	8:60.13	9:74.85	11:29.57	12:44.29	13:59.01	15:13.73	16:28.45	17:43.17	18:57.89	14:57.89	200
42	42	Matthew Harris	USA	25	17:07.95	1.27	1:23.26	2:46.82	4:01.73	5:16.45	6:31.17	7:45.89	8:60.61	9:75.33	11:30.05	12:44.77	13:59.49	15:14.21	16:28.93	17:43.65	18:58.37	14:58.37	180
43	43	Christopher Evans	NZL	27	17:11.30	1.32	1:23.49	2:47.30	4:02.21	5:16.93	6:31.65	7:46.37	8:61.09	9:75.81	11:30.53	12:45.25	13:59.97	15:14.69	16:29.41	17:44.13	18:58.85	14:58.85	160
44	44	Daniel Morgan	AUS	22	17:14.65	1.30	1:23.72	2:47.78	4:02.69	5:17.41	6:32.13	7:46.85	8:61.57	9:76.29	11:31.01	12:45.73	14:00.45	15:15.17	16:29.89	17:44.61	18:59.33	14:59.33	140
45	45	Joshua Bell	CAN	24	17:18.00	1.35	1:23.95	2:48.26	4:03.17	5:17.89	6:32.61	7:47.33	8:62.05	9:76.77	11:31.49	12:46.21	14:00.93	15:15.65	16:30.37	17:45.09	18:59.81	14:59.81	120
46	46	Andrew Wilson	GBR	26	17:21.35	1.33	1:24.18	2:48.74	4:03.65	5:18.37	6:33.09	7:47.81	8:62.53	9:77.25	11:31.97	12:46.69	14:01.41	15:16.13	16:30.85	17:45.57	19:00.29	15:00.29	100
47	47	Ryan Taylor	IRL	23	17:24.70	1.38	1:24.41	2:49.22	4:04.13	5:18.85	6:33.57	7:48.29	8:63.01	9:77.73	11:32.45	12:47.17	14:01.89	15:16.61	16:31.33	17:46.05	19:00.77	15:00.77	80
48	48	Matthew Harris	USA	25	17:28.05	1.36	1:24.64	2:49.70	4:04.61	5:19.33	6:34.05	7:48.77	8:63.49	9:78.21	11:32.93	12:47.65	14:02.37	15:17.09	16:31.81	17:46.53	19:01.25	15:01.25	60

Fastest Lap: Ethan Caldwell — 1:13.42 (Lap 1)

Split Leaders: Ethan Caldwell (Laps 1–20)

Notes: Heats 1 qualifies for Final A; Heats 2 qualifies for Final B.

Official Results

Sunday, 17 August 2025 — Event 1 — Session 1

Distance: 1500m — Round: Heats — Format: Time Final

Conditions: Air: 18°C, Humidity: 65%, Wind: 2.1 m/s, Water: 17°C

Rank	Lane	Athlete	Nation	Age	Seed Time	Reaction Time	100m	200m	300m	400m	500m	600m	700m	800m	900m	1000m	1100m	1200m	1300m	1400m	1500m	Finish Time	Points
49	49	Christopher Evans	NZL	27	17:31.40	1.41	1:24.87	2:50.18	4:05.09	5:19.81	6:34.53	7:49.25	8:63.97	9:78.69	11:33.41	12:48.13	14:02.85	15:17.57	16:32.29	17:47.01	19:01.73	15:01.73	40
50	50	Daniel Morgan	AUS	22	17:34.75	1.39	1:25.10	2:50.66	4:05.57	5:20.29	6:35.01	7:49.73	8:64.45	9:79.17	11:33.89	12:48.61	14:03.33	15:18.05	16:32.77	17:47.49	19:02.21	15:02.21	20
51	51	Joshua Bell	CAN	24	17:38.10	1.44	1:25.33	2:51.14	4:06.05	5:20.77	6:35.49	7:50.21	8:64.93	9:79.65	11:34.37	12:49.09	14:03.81	15:18.53	16:33.25	17:47.97	19:02.69	15:02.69	10
52	52	Andrew Wilson	GBR	26	17:41.45	1.42	1:25.56	2:51.62	4:06.53	5:21.25	6:35.97	7:50.69	8:65.41	9:80.13	11:34.85	12:49.57	14:04.29	15:19.01	16:33.73	17:48.45	19:03.17	15:03.17	5
53	53	Ryan Taylor	IRL	23	17:44.80	1.47	1:25.79	2:52.10	4:07.01	5:21.73	6:36.45	7:51.17	8:65.89	9:80.61	11:35.33	12:50.05	14:04.77	15:19.49	16:34.21	17:48.93	19:03.65	15:03.65	1
54	54	Matthew Harris	USA	25	17:48.15	1.45	1:26.02	2:52.58	4:07.49	5:22.21	6:36.93	7:51.65	8:66.37	9:81.09	11:35.81	12:50.53	14:05.25	15:19.97	16:34.69	17:49.41	19:04.13	15:04.13	0

Fastest Lap: Ethan Caldwell — 1:13.42 (Lap 1)

Split Leaders: Ethan Caldwell (Laps 1–20)

Notes: Heats 2 qualifies for Final B.

| | | |

| | | |

ALL NUMBERS ARE NEW FOR 2022

Effective Jan 1st 2022 - Rates are Subject to Change Without Notice

Members who retire on/after 1st January 2022 will be subject to the new rates

| | | Employee Cost | Employee Cost | Employee Cost

[redacted]	[redacted]	[redacted]	[redacted]

Performance Evaluation Details

ID	E1
Project	Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)
Project Number	21ITB128258C-CG
Supplier	A-Action Janitorial Service Inc
Supplier Project Contact	Barbara Storey (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/24/2023
Evaluation Type	Formal
Interview Date	08/24/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/24/2023 08:20 AM EDT
Completion Date	08/24/2023 08:20 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments A Action has been on top of thing since the start of the contract. They came in reviewing the locations and accessing the Library's on day one. They have provided QC reports through excellence technical support . This is going to help going forward on all of their locations.

TIMELINESS OF PERFORMANCE **20/20**

Rating

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

Comments A Action continues to manage, all of the necessary documents/milestones that are requested monthly, on time, and before the deadline. They have maintained the facilities and have been working hard to keep the partnerships moving along successfully with Fulton County. They have kept open lines of communication going and making sure that the facilities have proper staff and sufficient amount of supplies.

BUSINESS RELATIONS **17/20**

Rating

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

Comments A Action business practice has been strong with on going support from their Administrative staff and team. Together they have been very responsive and aware of all of the necessary needs of the facilities.

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 A Action will continue to meet users quality of expectations according to company standards. With on going training, strong communication, and good management. They will be very successful in the Fulton County Libraries.

COST CONTROL **20/20**

Rating

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

Comments Anthony Black and Fredericka Ross are a strong team that has been representing A Action, and doing a great job.

GENERAL COMMENTS

Comments *Not Specified*

REVISED BID FORM

Submitted To: Fulton County Government

Submitted By: Barbara Storey A-Action Facility Services Inc.

For: **# Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)**

Submitted on October 5, 2023.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Total Base Bid Amount for each Janitorial Groups C, D & G Original Term-FY2024)

$ 1,239,154.00

(Dollar Amount In Numbers)

One million, two hundred thirty nine thousand, one hundred fifty four dollars.

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

BOMA Standards (Building Owners and Manager Association)

Bid Price – Fulton County will use the Building Owners and Managers Association (BOMA) Experience Exchange Report and Regional Market Analysis to determine a reasonable price range per square foot for these services or from a reputable research source that provides a cost average per square foot for standard cleaning services for Fulton County facilities. Any bid falling substantially outside these ranges will be rejected.

Any facilities which are added to or deleted from the selected Fulton County facilities (Groups C, D, & G) will be done so at the same price per square foot being charged for that medical facility. Any additional facility which is added to the contract will be added at a price per square foot which is mutually agreeable to both parties and within BOMA guidelines.

BASE BID AMOUNT

There are three (3) pricing lines for each Janitorial Group as follows:

I. Original Term contract term (12 months)
II. 1st Renewal term (12 months)
III. 2nd and Final Renewal term (12 months)

$/Sq. Ft. = The total bid dollar amount divided by the number of cleanable square feet.

HOURS OF OPERATION:

GROUP C: Central and Auburn Libraries are open Monday thru Sunday (7 days a week); however, opening and closing times may vary. These locations require **Day Porter** support and **night cleaning**. **Martin Luther King, Peachtree, Mechanicsville Libraries** are open Monday thru Saturday and opening and closing times may vary. Required night cleaning only. In some instances, weekend cleaning (i.e. Fulton County Sponsored Events and special

events) may be required. The **Central Warehouse** are open Monday thru Friday (Five days a week); however, opening and closing times may vary at each office location. The **Day Porter** support and **nightly cleaning** is required at this location.

GROUP D: North Fulton Libraries- 15 facilities: Nine (9) libraries marked with * (Alpharetta, Milton, Northeast Regional, Ponce de Leon, Roswell, Sandy Springs, North Fulton Ocee, Northwest Atlanta and East Roswell) are open Monday thru Sunday and require nightly cleaning only. The other six (6) remaining libraries (Buckhead, Dogwood, East Atlanta, Kirkwood, Northside and Adamsville/Collier Heights) are open Monday thru Saturday (6 days a week) and require nightly cleaning only. Opening and closing times may vary and in some instances, weekend cleaning (i.e. Fulton County Sponsored Events and special events) may be required.

GROUP G: 7 total facilities: North Senior Centers – 5 facilities (Darnell, North Fulton, Benson, Dogwood and New Horizons) are open Monday thru Friday (5 days a week). **Central Senior Centers**- 2 facilities (Edgewood and Helene Mills) are open Monday thru Friday (5 days a week). Opening and closing times vary at each facility. **Day Porters and Nightly Cleaning** are required at all Senior Centers during the hours they are open. Bid hourly rate for providing this service. Number of service hours may vary for each facility. The majority of cleaning duties are to be accomplished after facility normal operating hours (Nightly Cleaning). In some instances, weekend cleaning (i.e. Fulton County Sponsored Events and special events) may be required.

I. GROUP C – Central, Auburn, Martin Luther King, Peachtree & Mechanicsville Libraries, and Central Warehouse- **(Original Term 2024)**

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	$ .62	$ 12,825.00	12	$ 153,900.00
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	$ 1.26	$ 6205.00	12	$ 74,460.00
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	$ 4.17	$ 1206.00	12	$ 14,472.00
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	$ 2.50	$ 1721.00	12	$ 20,652.00
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	$ 3.00	$ 1409.00	12	$ 16,908.00
Central Warehouse					
Total Sq. Ft.	119,167				
Cleanable Sq. Ft.	100,100	$ 1.49	$ 12,512.00	12	$ 150,144.00
TOTAL COST FOR JANITORIAL SERVICES 1.01 sf					$ 430,536.00

Day Porters

Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	**32**	**251**	8,032	$ 17.50	$ 140,560.00
Auburn Library	**2**	**251**	502	$ 17.50	$ 8785.00
Central Warehouse	**32**	**251**	8,032	$ 17.50	$ 140,560.00
Total Cost Day Porters	**66**	**251**	**16,566**	$ 17.50	$ 289,905.00

Total Cost for Group C- (**Original Term 2024)**

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	$ 430,536.00
Total Cost for Day Porter Services for Group C Day Porters	$ 289,905.00
Total Annual Cost for Janitorial Services and Day Porters Services	$ 720,441.00

II. GROUP C – Central, Auburn, Martin Luther King, Peachtree & Mechanicsville Libraries, and Central Warehouse- (1st Renewal Term 2025)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	$ .63	$ 13,145.00	12	$ 157,740.00
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	$ 1.29	$ 6360.00	12	$ 76,320.00
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	$ 4.27	$ 1236.00	12	$ 14,832.00
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	$ 2.57	$ 1764.00	12	$ 21,168.00
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	$ 3.07	$ 1444.00	12	$ 17,328.00
Central Warehouse					
Total Sq. Ft.	119,167				
Cleanable Sq. Ft.	100,100	$ 1.53	$ 12,825.00	12	$ 153,900.00
TOTAL COST FOR JANITORIAL SERVICES 1.04 SF					$ 441,288.00

Day Porters

Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	**32**	**251**	8,032	$ 17.50	$ 140,560.00
Auburn Library	**2**	**251**	502	$ 17.50	$ 8785.00
Central Warehouse	**32**	**251**	8,032	$ 17.50	$ 140,560.00
Total Cost Day Porters	**66**	**251**	**16,566**	$ 17.50	$ 289,905.00

Total Cost for Group C- (Renewal Term 2025)

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	$ 441,288.00
Total Cost for Day Porter Services for Group C Day Porters	$ 289,905.00
Total Annual Cost for Janitorial Services and Day Porters Services	$ 731,193.00

III. GROUP C – Central, Auburn, Martin Luther King, Peachtree & Mechanicsville Libraries, and Central Warehouse- (2nd Renewal Term 2026)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Central					
Total Sq. Ft.	295,000				
Cleanable Sq. Ft.	247,800	$.65	$13,473.00	12	$161,676.00
Auburn Research					
Total Sq. Ft.	69,910				
Cleanable Sq. Ft.	58,724	$1.33	$6519.00	12	$ 78,228.00
MLK Public Library					
Total Sq. Ft.	4,128				
Cleanable Sq. Ft.	3,468	$4.38	$ 1267.00	12	$ 15,204.00
Peachtree					
Total Sq. Ft.	9,800				
Cleanable Sq. Ft.	8,232	$2.63	$1808.00	12	$ 21,696.00
Mechanicsville Library					
Total Sq. Ft.	6,700				
Cleanable Sq. Ft.	5,628	$3.15	$1480.00	12	$ 17,760.00
Central Warehouse					
Total Sq. Ft.	119,167				
Cleanable Sq. Ft.	100,100	$ 1.57	$ 13,146.00	12	$ 157,752.00
TOTAL COST FOR JANITORIAL SERVICES 1.06 sf					$452,316.00

Day Porters

Facility	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Central Library	**32**	**251**	8,032	$17.50	$140,560.00
Auburn Library	**2**	**251**	502	$17.50	$ 8785.00
Central Warehouse	**32**	**251**	8,032	$17.50	$140,560.00
Total Cost Day Porters	**66**	**251**	**16,566**	$17.50	$289,905.00

Total Cost for Group C- (Renewal Term 2026)

Total Cost for Cleanable Sq. Ft for Janitorial Services (General Cleaning)	$452,316.00
Total Cost for Day Porter Services for Group C Day Porters	$289,905.00
Total Annual Cost for Janitorial Services and Day Porters Services	$742,221.00

I. GROUP D North Libraries- (Original Term 2024)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Alpharetta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
Milton*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
Buckhead					
Total Sq. Ft.	19,488				
Cleanable Sq. Ft.	16,370	$	$	12	$ NO BID
Dogwood					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	$	$	12	$ NO BID
East Atlanta					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	$	$	12	$NO BID
Kirkwood					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	$	$	12	$ NO BID
Northeast Regional*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$NO BID
Northside					
Total Sq. Ft.	11,070				
Cleanable Sq. Ft.	9,298	$	$	12	$ NO BID
Adamsville/Collier Heights					
Total Sq. Ft.	11,368				
Cleanable Sq. Ft.	9,549	$	$	12	$ NO BID
Ponce de Leon*					
Total Sq. Ft.	10,815				
Cleanable Sq. Ft.	9,084	$	$	12	$ NO BID
Roswell Branch*					
Total Sq. Ft.	23,716				
Cleanable Sq. Ft.	19,921	$	$	12	$ NO BID
Sandy Springs*					
Total Sq. Ft.	30,438				
Cleanable Sq. Ft.	25,568	$	$	12	$ NO BID
Fulton Library at Ocee*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
Northwest Atlanta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
East Roswell*					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	$	$	12	$ NO BID
TOTAL COST FOR JANITORIAL SERVICES					$ NO BID

II. GROUP D North Libraries- (1st Renewal Term 2025)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Alpharetta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
Milton*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
Buckhead					
Total Sq. Ft.	19,488				
Cleanable Sq. Ft.	16,370	$	$	12	$ NO BID
Dogwood					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	$	$	12	$ NO BID
East Atlanta					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	$	$	12	$ NO BID
Kirkwood					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	$	$	12	$ NO BID
Northeast Regional*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
Northside					
Total Sq. Ft.	11,070				
Cleanable Sq. Ft.	9,298	$	$	12	$ NO BID
Adamsville/Collier Heights					
Total Sq. Ft.	11,368				
Cleanable Sq. Ft.	9,549	$	$	12	$ NO BID
Ponce de Leon*					
Total Sq. Ft.	10,815				
Cleanable Sq. Ft.	9,084	$	$	12	$ NO BID
Roswell Branch*					
Total Sq. Ft.	23,716				
Cleanable Sq. Ft.	19,921	$	$	12	$ NO BID
Sandy Springs*					
Total Sq. Ft.	30,438				
Cleanable Sq. Ft.	25,568	$	$	12	$ NO BID
Fulton Library at Ocee*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
Northwest Atlanta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
East Roswell*					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	$	$	12	$ NO BID
TOTAL COST FOR JANITORIAL SERVICES					$ NO BID

III. GROUP D North Libraries- (2nd Renewal Term 2026)

BUILDING		Sq. Ft. Cost	Monthly Cost	Term – 12 Months	Annual Cost
Alpharetta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
Milton*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
Buckhead					
Total Sq. Ft.	19,488				
Cleanable Sq. Ft.	16,370	$	$	12	$ NO BID
Dogwood					
Total Sq. Ft.	6,200				
Cleanable Sq. Ft.	5,208	$	$	12	$ NO BID
East Atlanta					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	$	$	12	$ NO BID
Kirkwood					
Total Sq. Ft.	7,500				
Cleanable Sq. Ft.	6,300	$	$	12	$ NO BID
Northeast Regional*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
Northside					
Total Sq. Ft.	11,070				
Cleanable Sq. Ft.	9,298	$	$	12	$ NO BID
Adamsville/Collier Heights					
Total Sq. Ft.	11,368				
Cleanable Sq. Ft.	9,549	$	$	12	$ NO BID
Ponce de Leon*					
Total Sq. Ft.	10,815				
Cleanable Sq. Ft.	9,084	$	$	12	$ NO BID
Roswell Branch*					
Total Sq. Ft.	23,716				
Cleanable Sq. Ft.	19,921	$	$	12	$ NO BID
Sandy Springs*					
Total Sq. Ft.	30,438				
Cleanable Sq. Ft.	25,568	$	$	12	$ NO BID
Fulton Library at Ocee*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
Northwest Atlanta*					
Total Sq. Ft.	25,000				
Cleanable Sq. Ft.	21,000	$	$	12	$ NO BID
East Roswell*					
Total Sq. Ft.	15,000				
Cleanable Sq. Ft.	12,600	$	$	12	$ NO BID
TOTAL COST FOR JANITORIAL SERVICES					$ NO BID

I. Group G- North Senior Centers- **(Original Term 2024)**

BUILDING	Sq. Ft.	$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000		1154.03		
Cleanable Sq. Ft. (Less Kitchen)	24,019	$ 1.88	$ 3778.00		$ 45,336.00
Premium Event=100				$ 20.00	$ 2,000.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	$ 1.99	$ 1549.00		$ 18,588.00
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	$ 1.30	$ 3119.00		$ 37,428.00
Premium Event=100				$ 20.00	$ 2,000.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	$ 2.22	$ 1116.00		$ 13,392.00
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	$ 2.39	$ 1174.00		$ 14,088.00
TOTALCOST		1.79			$ 132,832.00

North Senior Centers (Day Porters)

Facility Name	**Daily Hours**	**Days Per Year**	**Hours Per Year**	**Cost Per Hour**	**Cost Per Year**
H.G. Darnell	16	251	4,016	$ 17.50	$ 70,280.00
North Fulton (Warsaw)	5	251	1,255	$ 17.50	$ 21,962.50
D.C. Benson	16	251	4,016	$ 17.50	$ 70,280.00
Dogwood	5	251	1,255	$ 17.50	$ 21,962.50
New Horizons	5	251	1,255	$ 17.50	$ 21,962.50
TOTAL for Day Porters	**47**	251	**11,797**	$ 17.50	$ 206,447.50

Total Cost for North Senior Centers- (**Original Term 2024)**

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	$ 128,832.00
Total Cost for Day Porter Services for North Senior Centers	$ 206,447.50
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	$ 4000.00
Total Annual Cost North Centers, Porter and Premium Event Services	$ 339,279.50

II. Group G- North Senior Centers- (1st Renewal Term 2025)

BUILDING	Sq. Ft.	$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000				
Cleanable Sq. Ft. (Less Kitchen)	24,019	$ 1.93	$ 3873.00		$ 46,476.00
Premium Event=100				$ 20.50	$ 2050.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	$ 2.04	$ 1588.00		$ 19,056.00
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	$ 1.33	$ 3197.00		$ 38,364.00
Premium Event=100				$ 20.50	$ 2050.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	$ 2.28	$ 1144.00		$ 13,728.00
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	$ 2.45	$ 1204.00		$ 14,448.00
TOTALCOST		1.84			$ 136,172.00

North Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	$ 17.50	$ 70,280.00
North Fulton (Warsaw)	5	251	1,255	$ 17.50	$ 21,962.50
D.C. Benson	16	251	4,016	$ 17.50	$ 70,280.00
Dogwood	5	251	1,255	$ 17.50	$ 21,962.50
New Horizons	5	251	1,255	$ 17.50	$ 21,962.50
TOTAL for Day Porters	**47**	251	**11,797**	$ 17.50	$ 206,447.50

Total Cost for North Senior Centers- (1st Renewal Term 2025)

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	$ 132,072.00
Total Cost for Day Porter Services for North Senior Centers	$ 206,447.50
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	$ 4100.00
Total Annual Cost North Centers, Porter and Premium Event Services	$ 342,619.50

III. Group G- North Senior Centers- (2nd Renewal Term 2026)

BUILDING	Sq. Ft.	$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
HG Darnell					
Total Sq. Ft.	33,000				
Cleanable Sq. Ft. (Less Kitchen)	24,019	$ 1.98	$ 3970.00		$ 47,640.00
Premium Event=100				$ 21.00	$ 2100.00
North Fulton (Warsaw)					
Total Sq. Ft.	11,102				
Cleanable Sq. Ft.	9,326	$ 2.09	$ 1628.00		$ 19,536.00
DC Benson					
Total Sq. Ft.	37,964				
Cleanable Sq. Ft.(Less Kitchen)	28,767	$ 1.36	$ 3277.00		$ 39,324.00
Premium Event=100				$ 21.00	$ 2100.00
Dogwood					
Total Sq. Ft.	7,155				
Cleanable Sq. Ft.	6,010	$ 2.34	$ 1173.00		$ 14,076.00
New Horizons					
Total Sq. Ft.	7,000				
Cleanable Sq. Ft.	5,880	$ 2.51	$ 1234.00		$ 14,808.00
TOTALCOST					$ 137,584.00

North Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
H.G. Darnell	16	251	4,016	$ 17.50	$ 70,280.00
North Fulton (Warsaw)	5	251	1,255	$ 17.50	$ 21,962.50
D.C. Benson	16	251	4,016	$ 17.50	$ 70,280.00
Dogwood	5	251	1,255	$ 17.50	$ 21,962.50
New Horizons	5	251	1,255	$ 17.50	$ 21,962.50
TOTAL for Day Porters	**47**	251	**11,797**	$ 17.50	$ 206,447.50

Total Cost for North Senior Centers- (2nd Renewal Term 2026)

Total Cost for Cleanable Sq. Ft for North Senior Centers (General Cleaning)	$ 133,384.00
Total Cost for Day Porter Services for North Senior Centers	$ 206,447.50
Total Annual Cost for North Senior Centers (Includes Premium Annual Cost)	$ 4200.00
Total Annual Cost North Centers, Porter and Premium Event Services	$ 344,031.50

I. **GROUP G** Central Senior Centers **(Original Term 2024)**

BUILDING	Sq. Ft.	$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	$ 3.02	$ 1154.00		$ 13,848.00
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	$ 2.94	$ 6259.00		$ 75,108.00
Premium Event=100				$ 20.00	$ 2000.00
TOTALCOST					$ 90,956.00

Central Senior Centers (Day Porters)

Facility Name	**Daily Hours**	**Days Per Year**	**Hours Per Year**	**Cost Per Hour**	**Cost Per Year**
Edgewood/Auburn	5	251	1,255	$ 17.50	$ 18,197.50
Helene S. Mills	16	251	4,016	$ 17.50	$ 70,280.00
Total Cost Day Porters	**21**	251	**5271**	$ 17.50	$ 88,477.50

Total Cost for Central Senior Centers- Original Term

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	$ 88,956.00
Total Cost for Day Porter Services for Central Senior Centers	$ 88,477.50
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	$ 2000.00
Total Annual Cost Central Centers, Porter and Premium Event Services	$ 179,433.50

II. GROUP G Central Senior Centers (1st Renewal 2025)

BUILDING	Sq. Ft.	$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	$	$ 1183.00		$ 14,196.00
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	$	$ 6416.00		$ 76,992.00
Premium Event=100				$ 20.00	$ 2000.00
TOTALCOST					$ 93,188.00

Central Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Edgewood/Auburn	5	251	1,255	$ 17.50	$ 18,197.50
Helene S. Mills	16	251	4,016	$ 17.50	$ 70,280.00
Total Cost Day Porters	**21**	251	**5271**	$ 17.50	$ 88,477.50

Total Cost for Central Senior Centers- 1st Renewal

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	$ 91,188.00
Total Cost for Day Porter Services for Central Senior Centers	$ 88,477.50
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	$ 2000.00
Total Annual Cost Central Centers, Porter and Premium Event Services	$ 181,665.50

III. GROUP G Central Senior Centers (2nd Renewal 2026)

BUILDING	Sq. Ft.	$/Per Sq. Ft. Cost	Monthly Cost	Premium Cost Per Hour	Annual Cost
Edgewood (Auburn)					
Total Sq. Ft.	5,451				
Cleanable Sq. Ft.	4,579	$ 3.17	$ 1213.00		$ 14,556.00
Helene S. Mills					
Total Sq. Ft.	34,000				
Cleanable Sq. Ft. (Less Kitchen)	25,514	$ 3.09	$ 6576.00		$ 78,912.00
Premium Event=100				$ 20.00	$ 2000.00
TOTALCOST					$ 95,458.00

Central Senior Centers (Day Porters)

Facility Name	Daily Hours	Days Per Year	Hours Per Year	Cost Per Hour	Cost Per Year
Edgewood/Auburn	5	251	1,255	$ 17.50	$ 18,197.50
Helene S. Mills	16	251	4,016	$ 17.50	$ 70,280.00
Total Cost Day Porters	**21**	251	**5271**	$ 17.50	$ 88,477.50

Total Cost for Central Senior Centers- 2nd Renewal

Total Cost for Cleanable Sq. Ft for Central Senior Centers (General Cleaning)	$ 93,458.00
Total Cost for Day Porter Services for Central Senior Centers	$ 88,477.50
Total Annual Cost for Central Senior Centers (Includes Premium Annual Cost)	$ 2000.00
Total Annual Cost Central Centers, Porter and Premium Event Services	$ 183,935.50

GROUP G- Senior Centers

Pricing Recap Janitorial Services			
		North	**Central**
Original Term		$ 132,832.00	$ 90,956.00
1st Renewal Term		$ 136,172.00	$ 93,188.00
2nd Renewal Term		$ 137,584.00	$ 95,458.00
Total All Terms		S 406,588.00	S 279,602.00
PREMIUM EVENT			
DAY PORTERS			
Original Term		$ 206,447.50	$ 70,280.00
1st Renewal Term		$ 206,447.50	$ 70,280.00
2nd Renewal Term		$ 206,447.50	$ 70,280.00
Total All Terms		$ 619,342.50	$ 210,840.00
PREMIUM EVENT		$	$
Original Term		$ 4000.00	$ 2000.00
1st Renewal Term		$ 4100.00	$ 2000.00
2nd Renewal Term		$ 4200.00	$ 2000.00
Total Premium Event		$ 12,300.00	$ 6000.00

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

NO BOND REQUIRED Dollars

($_____) according to the conditions of "Instructions to Bidders" and provisions

thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	1	DATED	8/18/23
ADDENDUM #	2	DATED	8/22/23
ADDENDUM #	3	DATED	8/30/23
ADDENDUM #	4,5	DATED	9/21/23, 9/26/23

BIDDER: A-Action Facility Services Inc.

Signed by: Barbara Storey
[Type or Print Name]

Title: President

Business Address: 6607 Tribble St.

Lithonia, Ga. 30058

Business Phone: 678-526-7421

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
Barbara Storey	6607 Tribble St. Lithonia, Ga. 30058
Type text here	

END OF SECTION

January 29, 2025

Mr. Kenneth Davis
Good Success Company, Inc

Re: 30 Day Work Plan— All Facilities/Senior Centers

Dear MR. Kenneth Davis

The purpose of this correspondence is to again raise your awareness to areas of your contractual performance that require your immediate attention. This is a **Performance Improvement Plan** in accordance with your existing contract.

Based on observations of the Building Services Supervisors and the Custodial Inspectors, you are specifically deficient in the areas of Day and Night Cleaning and the consistency of floor care work as required by the contract. This is an attempt to prevent deficiencies that could result in a deduction deficiency package, or loss of contract.

During several previous Janitorial Contract Meetings, you have been advised of the importance of the proper staffing for night cleaning and the consistency of floor work at all the Fulton County facilities you serve. It has also been emphasized that the lack of proper supervision during night cleaning is a cause for concern.

As a result of on-going cleaning issues largely resulting from the lack of sufficient night cleaning and inconsistent floor work in the County facilities for which you provide cleaning service, we are placing you on the following "Performance Improvement Plan" for thirty days to assist you with reaching the required cleaning standards and complying with the contract. The work plan will begin effective January 29, 2025. Any deviation from this plan must be approved by the Fulton County Building Services Manager.

- **MUST HAVE SUFFICIENT NUMBER OF EMPLOYEES TO CONDUCT DEEP CLEANING AT NIGHT AT EACH FACILITY.**

- **MUST HAVE NIGHT CLEANING EMPLOYEES AND DAY PORTERS SIGN IN AND OUT AT THE BEGINNING AND END OF EACH DAY, AND SIGN IN MUST BE FORWARDED AND AVAILABLE TO THE BUILDING SERVICES SUPERVISORS AND INSPECTORS**

- **Employees are expected to stay for their entire work shifts.**

- **Night cleaning (deep cleaning) must be accomplished after the facilities have closed.**

- **Must provide the proper number of hours of day porter coverage at each facility as**

Department of Real Estate and Asset Management
Operations Division
Operations Support
2025 Janitorial Contract Meeting – 27 Mar 2025
Good Success Agenda

- **Welcome, Opening Remarks & Introductions**

  - **Discussion of General Concerns**

    - **Contract Execution—inconsistent cleaning & inconsistent floor work is the quickest way to receive a poor Contractor Performance Report (CPR). When in doubt about what is required, call a Supervisor or Inspector. Floor work and restroom scrubbing will be an item of interest at all future meetings throughout the remainder of the year. I strongly suggest you look at your floor program in all your facilities. Be sure to properly coordinate the stripping/waxing of all hard floors.**

    - **Thanks for your support during the inclement weather.**

    - **Due to inconsistent cleaning & inconsistent floor work, you were officially placed on a 30-Day Performance Improvement Plan on 29 January 2025. The Building Services Supervisors discussed the ongoing issues in your Facilities and provided you a plan to assist you in providing the needed janitorial services in accordance with your existing contract. If there are any questions or concerns, please feel free to contact them as soon as possible.**

    - **Some of your facilities are still experiencing personnel issues, inconsistent cleaning & inconsistent floor work. We will extend the Performance Plan another 30 days to give you another opportunity to provide the consistent level of cleaning that's required in accordance with the existing ITB. Be advised, this is the second (2nd) extension of your original performance Improvement Plan that was issued on 29 January 2025. During the next 30 days, you must show that you can provide consistent personnel, cleaning, and floor work support to all your Facilities, especially the Multi-Purpose Facilities. The Building Services Supervisors and Inspectors will continue to monitor your progress and provide Inspections to gauge your progress. When in doubt about what is required, call a Supervisor or Inspector. The County Team stands ready to provide guidance and assistance within the guidelines of the ITB. There has been some improvement; however, you must provide and maintain consistency with your total cleaning process to retain your existing contract and be eligible for future contracts. QC is a key factor for success!!!**

    - **Please ensure that you properly annotate all Bathroom Sign-In/Out Sheets. You should annotate them daily upon completion of the cleaning process. If you "Pencil Whip" the sheet, it gives the impression that you're being deceptive. Please correct—Thanks!**

- Be sure to address all "High Touch Areas" during your daily/nightly cleaning. You must use COVID-19 Fighting Products during the cleaning process. These items are part of 23ITB138801C-GS. If needed, shift labor away from low priority areas to accommodate or enhance labor in "High Touch Areas". There should not be additional cost for labor or supplies.

- Until further notice, every Thursday by 3:00PM please provide your Coronavirus Action Plan Update & Supply Update to me by E-mail. Utilize the template that was provided to you via E-mail on Thursday, June 27, 2024. As of to date, I have not received an Action Plan/Supply Update. Please forward an update ASAP—Thanks!

- Effective immediately, do not utilize COVID Foggers/Misters to perform sanitizations. Utilize "Wipe Down" procedures ensuring that you pay extra attention to "High Touch Areas" utilizing COVID-19 Products.

- If you perform a COVID-19 sanitizing/wipe down, you must take pictures and videos of your performance of the task. NO EXCEPTIONS!!!!

- You must perform day/night cleaning in our facilities. You must provide the proper amount of night janitorial support and Day Porter support in accordance with the Janitorial Contract. Lack of personnel and supervision during night and day cleaning is a recipe for disaster. If you use Subcontractors, they must be held to the standards of the Contract and you must notify Purchasing & Contract Compliance for approval. Be advised, the County can request the removal of a non-performing Subcontractor.

- Proper Restroom Cleaning is a must—flush P-trap with clean water—perform weekly machine scrub. Be sure to properly scrub the urinals. Also, please purchase some small sink plungers to prevent improper usage of toilet plungers. When is your next Restroom Cleaning Class? Please invite Val, Mike & Carlos to your next scheduled Restroom Cleaning Class.

- Be advised, you must properly complete your Periodic Floor Work. Don't cut corners—it will result in a Deficiency Notice and discussed/reported on your Contractor Performance Report. Also, ensure you have enough equipment and supplies to properly complete the floors. Each floor's floor work must be completed before you move on to the next floor. If utilizing Sub-Contractors, QC their work during and after the completion of the project. Remember, their work must meet contract & County standards.

- Burnish all hard floors at least twice per week. If you don't have an existing schedule, create ASAP and forward to Val, Mike, Carlos & Brandy.

- No Dogs/Animals are allowed in your assigned Facilities during the daily/nightly cleaning process. If animal disability assistance is needed, please contact a Building Services Supervisor.

- **Safety—Ensure all Floor Signs/Cones/Safety Mats are OSHA compliant—When rain is projected or unexpected, make sure all signs and safety mats are present to warn our Customers of potential slip & fall hazards--No Exceptions!! Be Ready!!!**

- **Janitorial support during inclement weather is a must!!! Assist with spreading ice-melt/slip & fall prevention. You must have Supervision during early morning and Supervision at night. During inclement weather you must have sufficient staff on board to support the first responders (i.e., Sherriff, Marshals, Security, etc.) Assist with spreading ice-melt/slip & fall prevention.**

- **Ensure all Employees are aware of the OSHA Safety Regulations. Conduct OSHA Safety Classes. If lighting is poor at any Facility, contact us immediately. Lock all doors during & after your night cleaning. Also, anytime during the cleaning of a Restroom an unauthorized person, male enters Restroom while Female is cleaning Restroom or vice versa, notify County Management ASAP. Safety is a Priority!!**

- **If you are required to clean a facility during daylight hours before the hours of operations, lock all doors during & after the cleaning process.**

- **The upkeep of the grounds, entryways and sidewalks surrounding the Facilities are very important. The exterior cleaning of the Facilities must be thorough and consistent. Staff should start the clearing of the areas NLT 7:30am each morning. When possible, they should start at 7:00am. Don't attempt to clear in the dark! Please assist your grounds keeper until he/she is thoroughly familiar with the exterior requirements.**

- **Access Requirements**

Background Checks (No unauthorized personnel in any County Facility). Violators will be banned from working in County Facilities along with their Supervisors. Once the appointment date for badging is established, no additional names can be added on the Badge List on the appointment date. New badges will be issued during Mar 2025/Apr 2025, if needed. New Background Checks may be required. Start preparing your 2025 ID Badge Renewal List. All 2024 Badges must be returned to receive the 2025 Badge. I will notify you of the time and date of the exchange. Applicants must wear Mask & Gloves during the process.

- ✓ **Employment Eligibility Verification Identification (EEV ID) Confirmations must be always kept on site and available for inspection. Once the I9 Form is submitted and registered with the Federal Work Force Authorization Website, an EEV ID is assigned to each Employee.**

Weekly Performance Improvement Plan update for Good Success Cleaning Services

(Senior Centers)

As of 2/10/2025

1. There's still inconsistent cleaning throughout buildings
2. Still having inconsistent day porter coverage. (Benson)
3. Q.C program still needs adjusting.
4. Communication is still lacking between contractor and county reps.
5. Pre-training programs would be helpful and on the job training is still needed.
6. Learning the buildings operational schedules is recommended. I.E. Daily required cleaning of locations within the buildings.
7. Proper floor work care, still not being maintained professionally.

Carlos Gordon

Building Service Supervisor, North Zone

Performance Evaluation Details

ID	E5
Project	Janitorial Services for Fulton County Facilities (Groups C, D & G)
Project Number	23ITB138801C-GS
Supplier	GOOD SUCCESS COMPANY, INC.
Supplier Project Contact	KENNETH R DAVIS (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	07/15/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/15/2025 12:00 PM EDT
Completion Date	07/15/2025 12:00 PM EDT
Evaluation Score	65

Related Documents

Related Documents	Size	Uploaded Date
Good Success Janitorial Contract Meeting (26 Jun 2025)Rev#1.doc [doc]	74 Kb	06/27/2025 08:25 AM EDT
Good Success 60 Day Work Plan Version#1 (003).docx [docx]	20 Kb	06/27/2025 03:19 PM EDT

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 **10/20**

Rating

Needs Improvement: Overall compliance requires significant User Department resources to ensure achievement of contract requirements.

Comments

1.Floor Maintenance: The quality of floor work was consistently below acceptable levels across most facilities. Specifically:
oPool area cleaning was inconsistent.
oCarpet cleaning required significant improvement.
oHardwood flooring in multipurpose areas did not meet County approval standards.
oTile and grout cleaning/maintenance in restroom and lockers rooms was not consistent enough to meet Fulton County Government standards.
oLinoleum floors were in poor condition and in need of extensive attention.
2.Employee Performance: Staff showed limited knowledge of appropriate cleaning practices, and the quality of cleaning performed was inconsistent and often subpar.
3.Staff Accountability: There were frequent issues with employees not being present at assigned sites, indicating a lack of accountability.
4.Quality Control: The absence of a reliable quality control process and personnel contributed significantly to ongoing performance issues and low evaluation scores.
5.Communication: While communication with the company was maintained throughout the period, interactions with management were occasionally combative and unproductive.

TIMELINESS OF PERFORMANCE **10/20**

Rating

Needs Improvement: Delays require minor User Department resources to ensure achievement of contract requirements.

Comments

Good Success Company consistently struggled with meeting the Fulton County Government expectations regarding timely and professional service delivery.
1.Ongoing Cleaning Issues: Frequent communication was necessary throughout the reporting period due to unresolved cleaning issues, including those in pool areas, locker room floors, break room floors, and general facility cleaning. These recurring concerns negatively impacted the overall evaluation.
2.Floor Care Standards: Floor care across most of the serviced buildings did not meet the established daily, weekly, or monthly cleaning standards, indicating lapses in both scheduling and execution.
3.Staffing Shortages: A lack of adequate personnel significantly impacted the company's ability to deliver services in a timely and professional manner.
4.Quality Control: The absence of effective quality control personnel at the beginning of the service period hindered early identification and correction of performance issues, which could have contributed to a higher performance rating.
5.5.Product Effectiveness: The cleaning products used in several instances may have been substandard or applied inappropriately, there by resulting in poor floor cleaning outcomes that did not meet Fulton County’s expectations.

BUSINESS RELATIONS **14/20**

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

Business relations with Good Success Company during this reporting period ranged between Needs Improvement and Satisfactory.
1.Management Communication: Communication with upper management was consistent and ongoing, which helped maintain a working dialogue throughout the contract period.
2.Follow-Up and Oversight: However, follow-through from management to on-site staff was often lacking. This gap in oversight contributed to unresolved issues and inconsistent service delivery.
3.On-Site Visibility: The visibility of employees at key sites was frequently an issue, hindering daily operations and affecting the quality and consistency of cleaning services. Proper cleaning techniques were also not consistently applied.
4.Staff Turnover: A high rate of employee turnover further disrupted continuity and contributed to performance challenges across several locations.
5.Quality Control Support: The addition of a quality control personnel member later in the period had a positive impact. This individual played a key role in identifying issues and helping to correct daily service deficiencies.
While there were some improvements toward the end of the period, sustained efforts are needed to ensure stronger follow-through, consistent staff presence, and better coordination between management and site-level teams.

CUSTOMER SATISFACTION **14/20**

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

Good Success Company demonstrated responsiveness to calls and feedback throughout the reporting period. However, overall customer satisfaction was rated as Satisfactory, with several areas requiring improvement.
1.Service Execution: Despite their responsiveness, the company's execution—particularly in floor care—consistently fell short of County standards. Inadequate performance in key areas negatively impacted customer satisfaction.
2.Staffing Challenges: The company's inability to effectively manage staff call-outs and no-shows hindered its ability to deliver consistent service, contributing to a lower satisfaction rating.
3.Lack of Quality Control: For most of the reporting period, the absence of a dedicated quality control personnel limited the company's ability to proactively identify and address service issues, further affecting performance.
4.Signs of Improvement: Toward the end of the period, the addition of new support personnel resulted in noticeable improvements. While progress has been made, continued focus is needed to meet Fulton County Government expectations and elevate customer satisfaction beyond a satisfactory level.

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

No major issue with cost control.

GENERAL COMMENTS

Comments

Good Success Company has been working with the Fulton County Government for just over a year, and their commitment to excellence is becoming increasingly evident. However, maintaining consistent cleaning standards—daily, weekly, and monthly—remains an ongoing challenge. There have been occasional instances where upper-level personnel respond defensively when provided with feedback regarding county standards. This has, at times, contributed to frontline staff not fully adhering to established procedures, which impacts task ratings.
Despite these challenges, Good Success Company shows strong potential for improvement. The recent addition of new personnel to the Quality Control team is a positive step and could significantly enhance overall performance and help the company reach higher evaluation scores.

Performance Evaluation Details

ID	E4
Project	Janitorial Services for Fulton County Facilities (Groups C, D & G)
Project Number	23ITB138801C-GS
Supplier	GOOD SUCCESS COMPANY, INC.
Supplier Project Contact	KENNETH R DAVIS (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	04/24/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/24/2025 10:00 AM EDT
Completion Date	04/24/2025 10:00 AM EDT
Evaluation Score	65

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **14/20**

Rating

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

Comments

Good Success is a company that has been with Fulton County group for about a year. We have rated them as Satisfactory with the scope of product or service they provide. Good Success company continues to have personnel issues that affect their work sites and the quality of cleaning for most of their locations. For most of the first quarter, the lack of Q.C oversite, created the need for dream staff to intervein and assist with the different locations. A good Q.C with experience, is still needed on the majority of the buildings that they are responsible for maintaining. Lack of products and good communication were a hindrance as well to the customers. Good Success continued to fall short as it relates to personnel requirements, thus hindering their ability to meet their contractual requirements for the majority of their sites that they are assigned too.

TIMELINESS OF PERFORMANCE **10/20**

Rating

Needs Improvement: Delays require minor User Department resources to ensure achievement of contract requirements.

Comments

Good Success Company during the first quarter still didn't meet the county expectation as it related to timeliness of performance. There were many big and small requirements that were not met on a daily, weekly and monthly schedule. Thus, allowing Good Succes Company to the fall below meeting their overall contractual requirements and cleaning standards for most of their locations. There by aiding to their "Needs to improve rating".

BUSINESS RELATIONS **14/20**

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

Good Success has been 79% responsive to the county inquires for building related inquires. With the addition of Ms. Magee and Ms. Lauren in the role of Q.C and H R rep. The future looks brighter for Good Success Company improving their ratings.

CUSTOMER SATISFACTION **10/20**

Rating

Needs Improvement: Contractor representative is less responsive and less professional, requires User Department resources to identify/resolve performance/specification issues.

Comments

Customer satisfaction still has a very low rating and performance issues. Their cleaning team is still less than adequate as it relates to personnel on site and actual cleaning of the buildings. Lack of periodic cleaning and floor detailing based on contractual scope of work. Lack of major floor work (i.e. daily, weekly, and monthly task) has not materialized. Leaving the centers to complain or ask a lot of questions as it pertains to the cleaning of their buildings.

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

There were no issues with cost control

GENERAL COMMENTS

Comments

This is a repeat statement from their last CPR. The concerns are still relevant on this CPR.
Personnel and cleaning standards need major improvement and more direct communication from top management. The overall cleaning scope of work is lacking. More attention on floor detailing, general wipe downs, and Employee oversight. A strong Q.C. program, overlooking all daily, monthly and periodic cleaning is needed. Controlling of employee's working less than normal shift hours, when full eight hours are required by county.

Valarie Tillman- Logan
Carlos Gordon
Building Services Supervisors

Performance Evaluation Details

ID	E3
Project	Janitorial Services for Fulton County Facilities (Groups C, D & G)
Project Number	23ITB138801C-GS
Supplier	GOOD SUCCESS COMPANY, INC.
Supplier Project Contact	KENNETH R DAVIS (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	01/13/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/13/2025 02:57 PM EST
Completion Date	01/13/2025 02:57 PM EST
Evaluation Score	69

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **14/20**

Rating

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

Comments Good Success is a new company within Fulton County group. We have rated them as Satisfactory with the scope of product or service they provide. There continues to be a lack of personnel on work sites and the lack of quality cleaning for most of the locations they are responsible for and to maintain. They are not meeting the contract requirements for the majority of sites that they are assigned too. A good G.C experience is still needed on the majority of the buildings they are responsible for maintaining.

TIMELINESS OF PERFORMANCE **10/20**

Rating

Needs Improvement: Delays require minor User Department resources to ensure achievement of contract requirements.

Comments Good success is falling below meeting the overall contract requirements and cleaning standards for most of their locations. Thus, receiving a satisfactory rating. Central zone is pleased with the majority of Good Success cleaning process.

BUSINESS RELATIONS **14/20**

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments Good Success has been 80% responsive to the county inquires for building related inquires. There is room for improvement.

CUSTOMER SATISFACTION **14/20**

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments Their cleaning team is still less than adequate as it relates to personnel on site and actual cleaning of the buildings. Lack of periodic cleaning and floor detailing based on contract scope of work.

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 Good cost control.

GENERAL COMMENTS

Comments Personnel and cleaning standards need major improvement and more direct communication from top management. The overall cleaning scope of work is lacking. More attention on floor detailing, general wipe downs, and Employee oversight. A strong Q.C. program, overlooking all daily, monthly and periodic cleaning is needed. Controlling of employee's working less than normal shift hours, when full eight hours are required by contract.

Gordon, Carlos

From: Morehead, James
Sent: Thursday, August 28, 2025 6:00 PM
To: Davis, Joseph; Gordon, Carlos
Cc: Adams, JohnW; Dimond, Timothy
Subject: Re: Janitorial Contractor Performance

Got it! Will do! Have a Great Evening!
V/r
James

Get Outlook for iOS

From: Davis, Joseph <Joseph.Davis@fultoncountyga.gov>
Sent: Thursday, August 28, 2025 5:12:43 PM
To: Morehead, James <James.Morehead@fultoncountyga.gov>; Gordon, Carlos <Carlos.Gordon@fultoncountyga.gov>
Cc: Adams, JohnW <JohnW.Adams@fultoncountyga.gov>; Dimond, Timothy <Timothy.Dimond@fultoncountyga.gov>
Subject: Fw: Janitorial Contractor Performance

James,

Received the email below from Ladisa. Need to reflect this in their CPR as well as any documentation to the vendor for poor performance. Having an email from the customer proves it's not us.

Thanks!

Joseph N. Davis
Director
Department of Real Estate & Asset Management
141 Pryor Street • Suite G-119 •Atlanta, GA 30303
Office: (404) 612-3772
Cell: (404) 861-7163
Connect with Fulton County:
Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

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From: Onyiliogwu, Ladisa <Ladisa.Onyiliogwu@fultoncountyga.gov>
Sent: Thursday, August 28, 2025 5:02 PM
To: Davis, Joseph <Joseph.Davis@fultoncountyga.gov>
Subject: Janitorial Contractor Performance

Hello Joe,

I trust this email finds you well. The following concerns stem from poor contractor performance at Benson. This may also be an issue at other MPs. I am requesting for this information to be reflected in BidNet.

- Benson women's locker room floors not swept (see attached; Senior Services staff cleaned floors this morning)
- mildew continue to appear on shower stall floors (first pink then black)
- seniors place towels on locker room floors for fear of unsanitary conditions
- poor cleaning in men's locker rooms

You and your team are very responsive to our ongoing concerns about this vendor. I have to find a new solution and will ask our Chief Purchasing Agent (cc you) if Senior Services can procure cleaning services aside from the DREAM contract.

Ladisa Onyiliogwu, CPM
Director
Department of Senior Services
404-281-4042 (Office/Cell)
404-613-6000 (STARline)
https://services.fultoncountyga.gov
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0832 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB1393169C-GS, Generator System Maintenance and Repair Services in an amount not to exceed $135,000.00 with Sage Properties dba Generator Maintenance of Georgia (Covington, GA), to provide on-site preventive generator system maintenance and repair services for Fulton County, effective January 1, 2026 through December 31, 2026, with two renewal options.

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

Strategic Priority Area related to this item
Open and Responsible Government

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

Is this a purchasing item?
Yes

Summary & Background
This contract furnishes all materials, parts, labor, equipment, transportation, and appurtenances necessary to provide on-site preventive generator system maintenance and repair services for Fulton County. This standby maintenance contract provides back-up power to 31 critical locations throughout Fulton County for FY2026

Scope of Work: The scope of work also includes, but is not limited to:

1. The regular and systematic examination, adjustment, lubrication, replacement, and preventive

maintenance of all components including automatic transfer switches.
2. All ordinary wear and tear, regardless of cause, not including internal engine parts.
3. All required tests and written reports.
4. Replacement or repairs needed due to fluctuations in the main AC power systems.
5. Quarterly and Annual inspection services such as fuel system, cooling system, lubrication system, combustion air intake system, engine system, electrical system, generator, and automatic transfer switches.

Community Impact: This standby maintenance contract provides back up power to 31 critical locations throughout Fulton County, including the Fulton County Executive Airport - Charlie Brown Field, North and South Service Centers, Senior Centers, and Health facilities. Failure to approve this contract could disrupt the operations that provides quality programs and services to the citizens of Fulton County.

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

The recommendation for award was based on the bidder's prices for quarterly and annual inspection costs for preventive maintenance for various generator types and sizes, trip charges, estimated repair/labor charge for normal hours and after hours/weekends including Fulton County holidays, and totaling up all costs for total Base Bid Amount to determine the lowest responsible bidder complying with the provisions of this ITB.

The County received and evaluated four (4) bid responses to the solicitation. Sage Properties dba Generator Maintenance of Georgia submitted the overall lowest bid in the amount of $41,265.00; Power & Energy submitted the 2nd lowest bid in the total amount of $77,718.06.00; Taylor Sudden Services Inc submitted the third lowest bid at $85,258.97.00 and Anderson Power Services submitted the fourth lowest bid at $102,205.00. Therefore, we recommend Sage Properties dba Generator Maintenance of Georgia as the lowest responsible and responsive bidder for the award to provide on-site preventive generator system maintenance and repair services for Fulton County for FY2026.

DREAM request $135,000 in total spending authority. This is a time and materials contract that requires covering the costs for replacement of all parts/ components and labor for inspections, and maintenance repairs for FY2026.

Project Implications: This maintenance contract provides support for approximately 31 generator systems that provides primary emergency back-up for 31 Fulton County facilities excluding the Fulton County Jail.

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

Department Issues/Concerns: If this contract is not approved, it will adversely affect the Department's ability to address needed on-site preventive generator system maintenance and repair services for Fulton County.

Contract Modification: This is a new procurement.

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

Contract Value: **$135,000.00**

Prime Vendor: **Sage Properties dba Generator Maintenance of Georgia**
Prime Status: **Hispanic Male Business Enterprise**
Location: **Covington, GA**
County: **Rockdale County**
Prime Value: **$135,000.00 or 100.00%**

Total Contract Value: **$135,000.00 or 100.00%**
Total Certified Value: **$135,000.00 or 100.00%**

Exhibits Attached

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

Contact Information

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$135,000.00
TOTAL:	$135,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance-

$80,000.00“Subject to availability of funding adopted for FY 2026 by BOC”

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance-$55,000.00 “Subject to availability of funding adopted for FY 2026 by BOC”

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment: NA	**Renewal/Extension Terms**: 2 Renewal Options

OVERALL, Contractor Performance Rating: NA

Would you select/recommend this vendor again? NA
Choose an item.

Report Period Start: **NA**

Report Period End: **NA**

BID NUMBER# 25ITB1393169C-GS — **DETAIL BID TABULATION SHEET**

BID DESCRIPTION: Generator System Maintenance and Repair services

REQUESTING DEPARTMENT: Department of Real Estate and Asset Management — Due Date: 7/22/2025

				CONTACT: Lowest Bidder		CONTACT:		CONTACT:		CONTACT:		CONTACT:		CONTACT:	
				VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME		VENDOR NAME	
				Generator Maintenance of Georgia		Power and Energy Services, Inc.		Taylor Sudden Services, Inc.		Anderson Power Services					
				ADDRESS		ADDRESS		ADDRESS		ADDRESS		ADDRESS		ADDRESS	
				45 Shady Oaks Trail Covington, GA 30016		P. O. Box 637 Powder Springs, GA 30127		65 Chamisa Rd. Covington, GA 30016		13211 Veterans Memorial Hwy Douglasville, GA 30134					
				TELEPHONE		TELEPHONE		TELEPHONE		TELEPHONE		TELEPHONE		TELEPHONE	
				(678) 383-0933		(770) 739-9112		(770) 483-0735		(404) 271-7344					
				CONTACT:		CONTACT:		CONTACT:		CONTACT:		CONTACT:		CONTACT:	
				Matt Cohen, Field Operations Manager matt.sageproperties@gmail.com		Boundon Cummiss or Brandon Cummings, brandonc@pandeservices.com		Kevin Murray, Power PSSR kmurray@taylorbigred.com		Kristen Delgado, Operations Manager kristen@andersonpowerservices.com					
No	Building Number	Building Name	Generator Size (kW/kVA)	Quarterly Inspection Cost	Annual Inspection Cost	Quarterly Inspection Cost	Annual Inspection Cost	Quarterly Inspection Cost	Annual Inspection Cost	Quarterly Inspection Cost	Annual Inspection Cost	Quarterly Inspection Cost	Annual Inspection Cost		
		CATERPILLAR													
1	**B613022**	FCGC Midrise Building, 141 Pryor Street Zone: Central	625		$ 1,030.00		$ 2,022.00		$ 2,370.00		$ 1,900.00				
2	**B613022**	FCGC Midrise Building, 141 Pryor Street Zone: Central	965		$ 1,330.00		$ 2,918.72		$ 2,774.00		$ 2,400.00				
	B613042	Removed this Bid													
3	**B600052**	Justice Center Tower, 185 Central Avenue Zone: Central	1563		$ 1,530.00		$ 3,654.06		$ 3,800.00		$ 2,400.00				
4	**B506011**	Juvenile Justice Center, 395 Pryor Street, Atlanta GA 30303 Zone: Central	750		$ 1,030.00		$ 1,938.24		$ 2,740.00		$ 2,400.00				
5	**B703011**	North Fulton Water Service, 11575 Maxwell Rd Zone: North	250	$ 150.00	$ 530.00	$ 1,815.00	$ 939.01	$ 7,095.00	$ 1,493.70	$ 2,750.00	$ 1,475.00				
		CUMMINS													
6	**B501022**	Central Maintenance Facility, 895 Marietta Blvd Zone: North	80		$ 510.00		$ 477.62		$ 944.50		$ 950.00				
7	**B220013**	College Park Regional Health Center Zone: South		$ 150.00	$ 1,260.00	$ 1,815.00	$ 2,358.14	$ 7,892.50	$ 2,774.00	$ 2,750.00	$ 1,460.00				
		GENERAC													
8	**B451011**	Auburn Ave. Research Library, 101 Auburn Ave Zone: Central	250		$ 530.00		$ 939.01		$ 1,493.00		$ 1,475.00				
9	**B606122**	FCPD Tactical Command Center 3995 MLK Jr Drive Zone: South	250		$ 530.00		$ 939.01		$ 1,493.00		$ 1,475.00				
10	**B400012**	Central Library, 1 Margaret Mitchell Square Zone: Central	625 (Nat. Gas)		$ 860.00		$ 1,750.75		$ 2,370.00		$ 1,800.00				
		KATO													
11	**B504032**	Homeless Shelter-Old FC Jail 1135 Jefferson Street Zone: North	156	$ 150.00	$ 590.00	$ 1,815.00	$ 610.34	$ 7,095.00	$ 1,072.00	$ 2,750.00	$ 1,150.00				
		KOHLER													
12	**B314012**	Center for Rehabilitative Services 265, Blvd NE, Zone: Central	100	$ 150.00	$ 460.00		$ 546.00		$ 1,072.00		$ 950.00				
13	**B710013**	HJC Bowden Senior Multi-purpose Center, 2885 Church Street, East Point GA 30344 Zone: South	350	$ 150.00	$ 650.00	$ 1,815.00	$ 1,049.30	$ 7,095.00	$ 1,518.70	$ 2,750.00	$ 1,800.00				
14	**B360012**	Dorothy C. Benson Senior Multipurpose Complex, 6500 Vernon Woods Dr., Sandy Springs Zone: North	350	$ 150.00	$ 650.00	$ 1,815.00	$ 1,049.30	$ 7,095.00	$ 1,518.70	$ 2,750.00	$ 1,800.00				
15	**B370013**	Harriett G. Darnell Senior Multipurpose Facility, 677 Fairburn . Zone: North	400	$ 150.00	$ 650.00	$ 1,815.00	$ 1,199.30	$ 7,095.00	$ 1,663.70	$ 2,750.00	$ 1,800.00				
16	**B374012**	Helene S. Mills Senior Multipurpose Center, 515 John Wesley Dobbs Ave., Atlanta GA . Zone: Central	450	$ 150.00	$ 650.00		$ 1,608.85		$ 1,832.50		$ 1,900.00				
17	**B316023**	Adamsville Regional Health Center, 3700 Martin Luther King Jr Drive, Zone: South	40	$ 150.00	$ 410.00	$ 1,815.00	$ 422.48	$ 7,095.00	$ 790.00	$ 2,750.00	$ 800.00				
		onan													
18	**B303052**	D.A.Pearson Maint. Buildings, 3929 Aviation Circle Zone: North	15		$ 325.00		$ 270.00		$ 710.19		$ 550.00				
19	**B606022**	FAA Buildings, 3977 Aviation Circle Zone: North	15		$ 325.00		$ 270.00		$ 710.19		$ 550.00				
20	**B119012**	Fire Station # 19, 3965 Aero Dr Zone: North	10		$ 215.00		$ 270.00		$ 710.19		$ 550.00				
21	**B601011**	North Fulton Service Center, 7741 Roswell Road Zone: North	56	$ 150.00	$ 405.00	$ 1,815.00	$ 830.49	$ 7,095.00	$ 790.00	$ 2,750.00	$ 800.00				
22		This Row is Intentionaly Left Blank.													
23	**B602013**	South Fulton Service Center, 5600 Stonewall Tell Rd Zone: South	56	$ 150.00	$ 405.00	$ 1,815.00	$ 830.49	$ 7,095.00	$ 790.00	$ 2,750.00	$ 800.00				
24	**B815013**	Medical Examiner's Office, 430 Pryor Street, Atlanta GA 3003 Zone: Central	280 (Nat. Gas)		$ 660.00		$ 939.01		$ 1,433.20		$ 1,460.00				
25	**B815013**	Medical Examiner's Office, 430 Pryor Street, Atlanta GA 3003 Zone: Central	280 (Nat. Gas)		$ 660.00		$ 939.01		$ 1,433.20		$ 1,460.00				
		SYNERGY													
26	**B606012**	Fulton County Airport, 3952 Aviation Circle Zone: North	150		$ 460.00		$ 610.34		$ 1,233.30		$ 1,150.00				
		Perkins/Blue Star													
27	**B606012**	Fulton County Airport, 3952 Aviation Circle Zone: North	150		$ 460.00		$ 981.59		$ 1,252.50		$ 1,150.00				
		TOTAL COST													
29		Total Cost for Line Items 1-27 (Quarterly & Annual Inspections)		$ 1,350.00	$ 17,115.00	$ 16,335.00	$ 30,363.06	$ 64,652.50	$ 40,782.57	$ 24,750.00	$ 36,405.00				
		Bidder's Bid													
29		Estimated 60 trips, we bid an annual estimated charge of $ ____ as trip charges (trip charges per trip x 60)			$0.00		$ -		$ 18,375.00		$ 15,000.00				

NON RESPONSIVE VENDORS AND OTHER INFORMATION

30		Estimated 120 hours of repair work based on **Time and Materials,** we bid an annual estimated charge of _____ for **Normal**^ hours of operation (Normal labor charges per hour x 120)		$ 18,000.00		$ 19,800.00		$ 17,400.00		$ 19,200.00			
31		Estimated 40 hours of repair work based on Time and Material, we bid an annual estimated charge of $_____ for **After-Hours** operation, weekends & Fulton County holidays (After-hours/week-ends labor charges per hour x 40)	BidNet	$ 4,800.00	BidNet	$ 9,405.00	BidNet	$ 8,700.00	BidNet	$ 9,600.00			
32		Total of Numbers on Lines from **28, 29, 30, & 31** (**BASE BID AMOUNT**)	**$ 41,265.00**	**$ 41,265.00**	**$ 77,718.06**	**$ 75,903.06**	$ 85,258.97	**$ 149,910.07**	**$ 102,205.00**	**$ 104,955.00**			
	Base Bid Amount													
	BIDS MAILED													
	BIDS RECEIVED:	**4**												
		CONTACT: Gertis Strozier, APA, Team C, Purchasing & Contract Compliance												

INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM JD

DATE: September 16,2025

SUBJECT: Contractor's Performance Report– ITB ##**25ITB1393169C-GS**, Generator System Maintenance and Repair Services-FY2026

The Contractor listed below to our knowledge has never provided any professional goods under this contract to Fulton County's Department of Real Estate and Asset Management.

PROJECT: Generator System Maintenance and Repair Services

PROJECT NO.: #25ITB1393169C-GS

CONTRACTOR: Sage Properties dba Generator Maintenance of Georgia
45 Shady Oaks Trail
Covington, GA 30016

POC: Matt Cohen

PHONE: (678) 383-0933

EMAIL: matt.sageproperties@gmail.com

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

JD/TD/kf

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

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM

DATE: September 16, 2026

SUBJECT: Recommendation Award – ITB ##**25ITB1393169C-GS**, Generator System Maintenance and Repair Services-FY2026

Recommendation: We are recommending approval of the lowest bidder for, ITB #25ITB1393169C-GS, Generator Systems Maintenance and Repair Services in the amount of $135,000 with Sage Properties dba Generator Maintenance of Georgia (Covington, GA), to provide on-site generator system maintenance repair services for Fulton County facilities. Effective dates: from January 1, 2026 through December 31, 2026, with two (2) renewal options.

DISCUSSION: The recommendation for the award was based on the bidders' prices for quarterly and annual inspection costs for preventive maintenance for various generator types and sizes, trip charges, and estimated repair/labor charge for normal hours and after hours/weekends including Fulton County holidays as of operations to determine; and totaling up all costs (line items #28, #29, #30 & #31) for total Base Bid Amount to determine the lowest responsible bidder complying with the provisions of this ITB.

The County received and evaluated four (4) bid responses to the solicitation. Generator Maintenance of Georgia submitted the overall lowest bid in the amount of $41,265.00; Power & Energy submitted the 2nd lowest bid in the total amount of $77,718.06.00; Taylor Sudden Services Inc submitted the third lowest bid at $85,258.97.00 and Anderson Power Services submitted the fourth lowest bid at $102,205.00. Therefore, we recommend Generator Maintenance of Georgia as the lowest responsible and responsive bidder for the award to provide on-site preventive generator system maintenance and repair services for Fulton County for FY2026.

Recommended Bidder	Base Bid Amount	Award Authority
Generator Maintenance of Georgia	**$41,265.00**	$135,000.00

Note:
Greater Fulton (5220): $80,000.00
Central Fulton (5221): $55,000.00
Total $135,000.00

Generator Maintenance of Georgia does not have a current contract with Fulton County and will be evaluated upon performance, if approved.

The $135,000 in spending authority is requested because this is a time and materials contract that requires covering the cost for replacement of all parts/ components and labor for inspections, and maintenance repairs for FY2026.

Authorized Signature: ___Joseph N. Davis_____ Date: __9-16-25____
Joseph Davis
(By Director/Deputy Director)

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

Cc. Tim Dimond, Deputy Director, DREAM
John W. Adams, Administrator, DREAM
Ben Wright, Trades Suoervisor, DREAM
Willie Perryman, Building Maintenance Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Management Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0833 **Meeting Date:** 11/5/2025

Department
Real Estate and Asset Management

Requested Action
Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, US Communities Home Depot Contract #16154, a Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies and Related Products and Services, in the amount of $200,000.00 with Home Depot (Atlanta, GA), to purchase building materials, hardware, tools, paint, electrical and roofing materials, and related items. Effective January 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 $100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Open and Responsible Government

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

Is this a purchasing item?
Yes

Summary & Background: This supply contract is needed to support DREAM's Building Construction and Facilities Maintenance Divisions, Materials Warehouse, and other Countywide Departments that may need to purchase supplies, items, and equipment such as building, hardware, paint, electrical, roofing materials and related items in support of the departments' meeting their tasks.

Scope of Work: This US Communities Contract offers supplies including, but not limited to:

appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, handheld general-purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies.

The key benefits of this contract include the following:

- Participating Public Agencies with annual net purchases of $10,000 to $25,000 sales will receive a 1% rebate.
- Annual net purchases at least $25,000 to $100,000 sales will receive a 2% rebate.
- Over $100,000 annual net sales will receive a 5% rebate.
- All rebates will be paid annually.
- User Departments can utilize P-Cards to make purchases up to $2,500 and all sales are tracked electronically to ensure proper documentation for rebates and any discounts.
- Access to competitive pricing at all U.S. The Home Depot stores.
- Direct ship to jobsite is available.

The contract can be utilized by each department on an as-needed basis per project as requested based on its approved budget and availability of funding adopted for FY2026 by the BOC.

Community Impact: None that the Department is aware of.

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

The contract management is coordinated by the Department of Real Estate and Asset Management, Building Construction and Facilities Maintenance Divisions.

Project Implications: This Cooperative Purchasing Contract offers user departments the ability to purchase a variety of materials and supplies necessary to support in-house staff in performing their tasks.

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

Department Issues/Concerns: If this Cooperative Purchasing Contract is not approved, the County Departments will not have the ability to purchase building, hardware, electrical and roofing materials, and related items.

Contract Modification

No, this is a new procurement

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: US Communities Home Depot Contract #16154

Agenda Item No.: 25-0833 **Meeting Date:** 11/5/2025

Exhibit 2: Cooperative Purchasing Justification and Approval Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$200,000.00
TOTAL:	$200,000.00

Grant Information Summary

Amount Requested:	Click here to enter text.	☐	Cash
Match Required:	Click here to enter text.	☐	In-Kind
Start Date:	Click here to enter text.	☐	Approval to Award
End Date:	Click here to enter text.	☐	Apply & Accept
Match Account $:	Click here to enter text.		

Fiscal Impact / Funding Source

Funding Line 1:

100-TBD-TBD-1450: General, To Be Determine, Maintenance Supplies- $200,000.00 “Each department on an “as needed” basis per project as requested based on their approved budget and availability of funding adopted for FY2026 by BOC”

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: N/

Agenda Item No.: 25-0833 **Meeting Date:** 11/5/2025

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

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

SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - Home Depot U.S.A., Inc.

DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management

CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2021~~ **2026**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 **CONTRACT COMPLETION:**

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/Finance/Vendors.aspx).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (**http://www.maricopa.gov/Finance/Vendors.aspx**).

3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

3.8.1 The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE**.**

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million ($100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

$1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.
Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than $2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue** ~~320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount ($_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount ($_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events,

occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

~~6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~

~~6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~

~~6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22 ISRAEL BOYCOTT:~~

~~By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq*.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

~~The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor~~

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

6.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

6.23.1.2 **have not within three (3) year period preceding this Contract;**

6.23.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and**

6.23.1.2.2 **been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and**

6.23.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.**

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all

employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after

final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 **In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.**

6.33.2 **The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 **ORDERING AUTHORITY:**

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 **NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:**

6.37.1 **This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.**

6.37.2 **Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.**

6.38 **PURCHASE ORDERS:**

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 **UNIFORM ADMINISTRATIVE REQUIREMENTS:**

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

For purchases of $50,000 or greater under this agreement, the applicable participating entity must disclose to THD when it is receiving any federal funds related to that requested purchase prior to THD agreeing to that purchase.

6.40 **CONFIDENTIAL INFORMATION:**

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.41.1 Exhibit A, Pricing;

6.41.2 Exhibit B, Scope of Work;

6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:
Home Depot U.S.A., Inc.
~~2455 Paces Ferry Road~~ **PO BOX 193176,**
~~Atlanta, GA. 30339~~ **Columbus, OH 43218**
ATTN: Contract Administration

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business
PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339
ADDRESS

1-4-2017
DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — JAN 17 2017 — DATE

ATTESTED:

CLERK OF THE BOARD 01/17 — JAN 17 2017 — DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY — Jan 12, 2017 — DATE

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	~~2455 Paces Ferry Road~~ **PO BOX 193176,**
	A~~tlanta, GA 30339~~ **Columbus OH 43218**
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]
PAYMENT TERMS. [X] NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

1.0 PRICING:				
1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	· **At least $10,000 to $25,000 Annual Net Sales (Pretax) = 1% Rebate**			
	· **At least $25,000 to $100,000 Annual Net Sales (Pretax) = 2% Rebate**			
	· **Over $100,000 Annual Net Sales (Pretax) = 5% Rebate**			
1.2	**Pro Rewards Paint Program**			
	Level	**Discount %**	**Minimum Annual Spend on Paint**	
	Gold	**20%**	**$ 7,500**	
	Silver	**15%**	**$ 4,000**	
	Bronze	**10%**	**$ 2,000**	
1.3	**Volume Pricing Program**			
	For any purchase over $1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over $1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B
STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 **Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation)** – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 **Related Products and Services (Including Installation, Repair and Renovation Services) –** A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and

doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES)**:**

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts
2.2.5.2 HVAC
2.2.5.3 Plumbing
2.2.5.4 Electrical
2.2.5.5 Exterior decks, patios and porches
2.2.5.6 Exterior Siding
2.2.5.7 Windows, Doors
2.2.5.8 Interior/Exterior Painting
2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

2.2.7.4.1 National Employee Database
2.2.7.4.2 SSN Verification
2.2.7.4.3 National Criminal Database Check
2.2.7.4.4 Two County Search
2.2.7.4.5 Sex Offender Search
2.2.7.4.6 Annual Review (National Criminal Database)
2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
2.2.7.4.8 Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES
Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, an components.

2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)
2.4.2.2 Internet (Homedepot.com)
2.4.2.3 Other eProcurement options
2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over $1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING**:**

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a "not to exceed" amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

2.8.1 Sales Dollars
2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.4.1 Contract Serial number
2.10.4.2 Contractor's name and address
2.10.4.3 Participating Public Agency's name and address
2.10.4.4 Participating Public Agency's purchase order number
2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. . Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE:

1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.

1.3 WEEKENDS are anytime Saturday or, Sunday.

1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).

1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.

1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.

2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

3.2 County offices located in Gila Bend, AZ

3.3 County offices located in Buckeye, AZ

3.4 County offices located in Aguila, AZ

3.5 Only one trip charge may be charged per service call.

3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed $50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:

4.4.1 Shirt/blouse

4.4.2 Vest

4.4.3 Cap

4.4.4 Badging that identifies the business they work for

4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

~~7.0 INVOICES AND PAYMENTS:~~

~~For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 or to the address that was used in establishing the associated Home Depot Account.~~

~~7.1 Company name, address and contact information~~

~~7.2 County bill-to name and contact/requestor information~~

~~7.3 Building Name and Building Number~~

~~7.4 County purchase order number~~

~~7.5 County contract number~~

~~7.6 Maximo (FMD) service call number~~

~~7.7 Invoice number and date~~

~~7.8 Date of service or delivery~~

~~7.9 Description of Purchase (services performed)~~

~~7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)~~

~~7.12 Arrival and completion time~~

~~7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 Payment Terms~~

~~For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one time Misc. Shop fee charge of up to $25.00 per work order to cover these type of expenses. Anything beyond the $25 limit, will be provided at the contractor's own expense.~~

~~8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 **HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):**

1.1 **REGULAR HOURS are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.**

1.2 **AFTER HOURS are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.**

1.3 **WEEKENDS are anytime on a Saturday or a Sunday.**

1.4 **HOLIDAYS are County holidays.**

1.5 **Services shall be available 24 hours per day, 7 days per week, 365 days per year.**

1.6 **The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.**

2.0 **BEGINNING OF WORK:**

2.1 **Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.**

2.2 **During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.**

2.3 **The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.**

2.4 **Contractors shall strive to respond to EMERGENCY requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, WEEKEND or HOLIDAY.**

3.0 **TRIP CHARGE:**

One-time trip charges of $50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites ONLY:

3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)**

3.2 **County offices located in Gila Bend, AZ**

3.3 **County offices located in Buckeye, AZ**

3.4 **County offices located in Aguila, AZ**

4.0 **DEAD END CHARGE:**

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a $50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

5.1 **Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.**

5.2 **The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.**

5.3 **The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.**

5.4 **Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: https://gisportal.maricopa.gov/FMD/Facility/Index.html.**

5.5 **Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.**

5.6 **The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.**

5.7 **All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.**

5.8 **All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:**

- **Shirt/blouse**

- **Vest**
- **Cap**

5.9 **Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.**

5.10 **All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.**

6.0 **BUILDING ACCESS:**

6.1 **The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:**

6.2 **Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.**

6.3 **Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.**

6.4 **The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.**

6.5 **Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.**

6.6 **Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.**

7.0 **CANCELLATION COST:**

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 **SALVAGE:**

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

9.1 **Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.**

9.2 **Exceptions to delivery schedule will be special order items that must be identified to the County.**

9.3 **Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.**

9.4 **Delivery will be made to the following address:**

FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009

Warehouse Manager: 602-506-1935
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

10.1 **Payment terms shall be calculated based on the date a properly completed invoice is received by the County.**

10.2 **For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.**

10.3 **Home Depot Account invoices should contain access to the following information:**

- **Company name, address and contact information**
- **County bill-to name and contact/requestor information**
- **Building name and building number**
- **County purchase order number**
- **Contract or BidSync agreement number**
- **Maximo (Facilities Management) work order number**
- **Invoice number and date**
- **Date of service or delivery (for Project work: use "Completion date")**
- **Description of services performed**
- **Line item description of parts and materials (Time and Materials work)**
- **Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)**
- **Total amount due with tax amounts separated (Time and Materials work).**
  ***On a separate line, clearly indicate the tax rate being applied**

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (http://www.maricopa.gov/922/Vendors).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HOME DEPOT U.S.A., INC., PO BOX 193176, COLUMBUS OH 43218
~~2455 PACES FERRY ROAD, ATLANTA, GA. 30339~~

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending **December 31,** ~~2021~~ **2026.**

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

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

Requesting Department/Agency: Real Estate and Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3772

Cooperative Contract Number and Title: SWC#99999-001-SPD0000112-0001, Fuel Card Mg

Estimated Contract Spend: $145,000.00

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

☐ **Public Cooperative Entity** (Ex: NASPO)
List cooperative entity:_____

☐ **Federal Government** (Ex: GSA contract)

☑ **State of Georgia Statewide Contracts**
(Department of Administrative Services)

☐ **Other Governmental Entity**
(Ex: City of Atlanta)
List Government Entity: _____

Verification Requirements

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

1. Provide justification for the use of the cooperative purchase.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
    a. Leveraging benefits of volume purchasing
    b. Volume discounts
    c. Service delivery requirement advantages
    d. Document market research that was completed to determine use of cooperative purchase request.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

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

Purchasing Representative Recommendation:

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

☐ meets the requirements ☐ does not meet the requirements

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

(CAPA/APA) Purchasing Agent _____ Date_____

Chief Purchasing Agent _____ Date_____

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0834 **Meeting Date:** 11/5/2025

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, LLC, formerly Office Depot, Inc. (Norcross, GA) to provide and deliver copy paper and related office supplies on an as-needed basis to Countywide agencies. Effective January 1, 2026 through June 30, 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 $100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Open and Responsible Government

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

Is this a purchasing item?
Yes

Summary & Background: This request is for approval to utilize a cooperative purchasing contract to provide and deliver copy paper, office supplies, and related products on an “as-needed” basis to Countywide agencies with effective dates from January 1, 2026 through June 30, 2026.

The requested term coincides with the underlying contract, Omnia Partners Public Sector Contract #R190303 for Office Supplies, Related Products and Services, which is set to expire on June 30, 2026. Once Omnia Partners has a new contract in place, DREAM will seek approval for a new term

from July 1, 2026 through December 31, 2026.

Scope of Work: This cooperative purchasing contract is competitively procured by Region 4 Education Service Center, as the principal procurement agency, in partnership with OMNIA Partners, a national purchasing organization of which the County is participating as a public agency.

Key contract benefits include, but are not limited to the following:

- No warehouse space needed for paper storage.
- County agencies can order and pay directly for office supplies and paper, eliminating the need for logistics coordination by DREAM.
- Next day delivery service.
- The County receives approximately 1-2% in rebates.
- Contract vendors recommendation of product replacements and options due to price increases.

Community Impact: None that the Department is aware of.

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

The purchase and delivery of copier paper and related office supplies is coordinated and managed by the Department of Real Estate and Asset Management, Material Management Division.

Project Implications: This cooperative purchasing contract will provide all the necessary office products and related supplies to support various Countywide agencies.

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

Department Issues/Concerns: If this cooperative purchasing contract is not approved, DREAM will not have the ability to purchase and deliver copy paper and related office supplies to Countywide agencies for FY2026.

Contract Modification: This is a new request

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

Not Applicable

Exhibits Attached

Exhibit 1: Renewal Contract No. 2 - Omnia Partners Contract #R190303
Exhibit 2: Office Supplies, Related Products and Services Contract #R190303
Exhibit 3: Performance Evaluation
Exhibit 4: Cooperative Purchasing Justification and Approval Form

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 “Subject to availability of funding adopted for FY 2026 by BOC”

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 6/30/2026
Cost Adjustment:	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2025**

Report Period End: **3/31/2025**

Docusign Envelope ID: 95D83584-8E69-4910-9793-E11181218D95

REGION 4
EDUCATION SERVICE CENTER

November 12, 2024

Valya Broyer
Vice President, Business Solutions
ODP Business Solutions, LLC
6600 North Military Trail
Boca Raton, Fl 33496
Email: valya.broyer@odpbusiness.com

Re: Renewal Award of Contract #R190303

Dear Ms. Broyer:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 29, 2024, 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, 2026, completing the seventh 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

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.

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.

SAMPLE

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.***

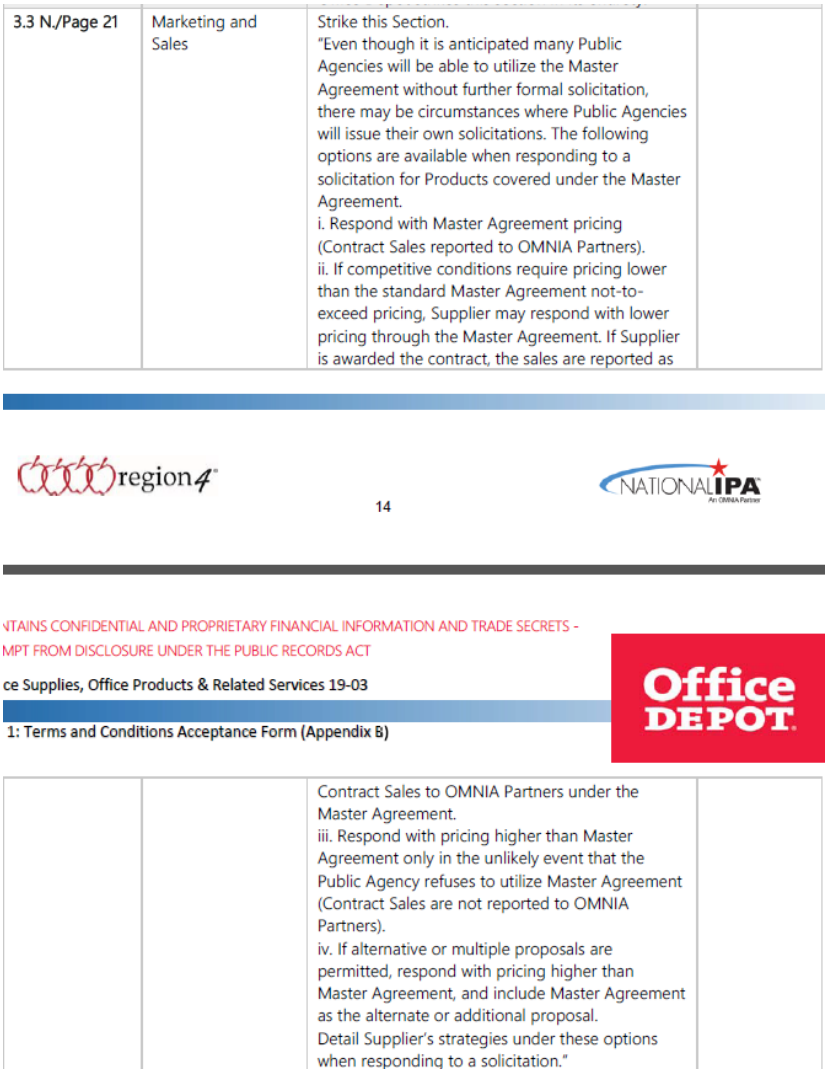
2nd Counter Response: Region 4 has agreed to default back to the Standard Cancellation that includes mutually terminated language (see revise language below), as long, as it is agreed that "All contract sales are at [redacted] OMNIA Partners has provided the redline (for review) and the PDF Admin Agreement_edits_final 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

NATIONALIPA™ An OMNIA Partner

region 4®

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.

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.

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Only at Office Depot

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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

Office DEPOT®

OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

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 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.

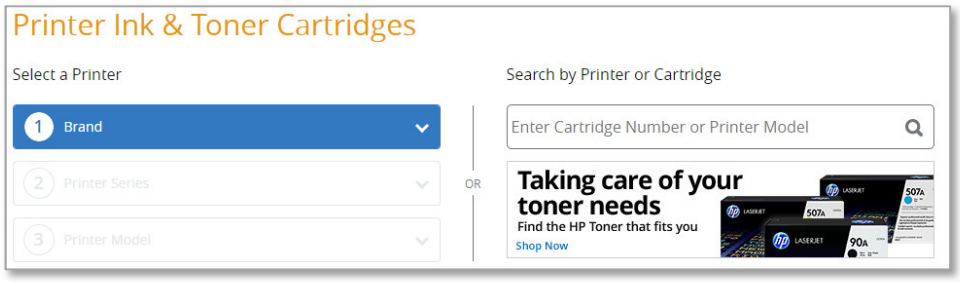
Increased Recycled Content: Perhaps the most noteworthy change in the Office Depot lineup concern environmental performance is that all red top copy paper is 0% PCW and the Green top copy paper is currently at 30%.

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.

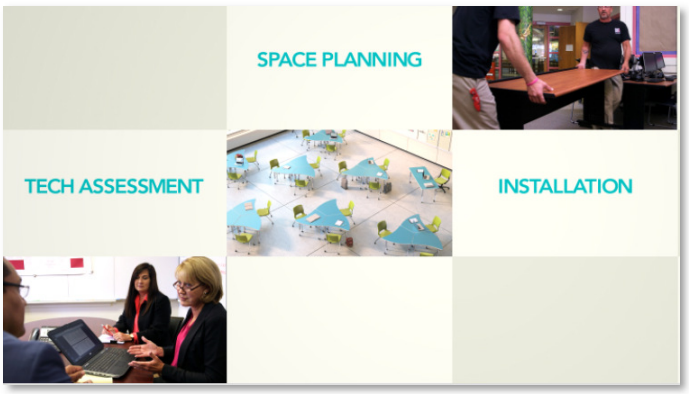
Technology and its components are a universal language; all entities and organizations within all vertical segments depend on being communication, research, and collaboration. Behind the scenes of every user-device (or 'client') is the device that manages them; the server. Servers are the backbone of 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.

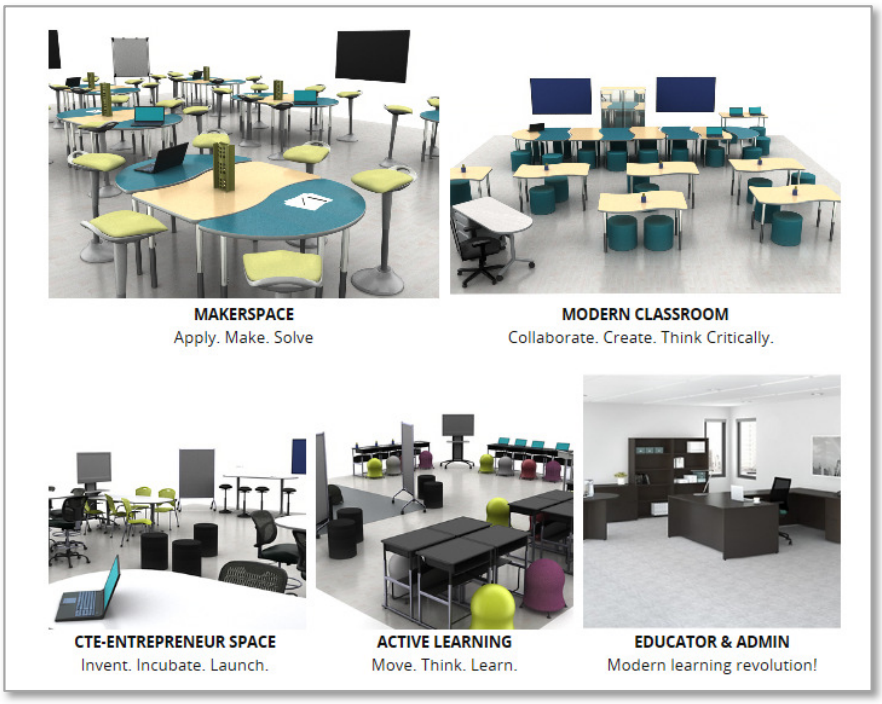
Office Depot, Inc. has strategic relationships with the top market leaders in the computer systems industry. Our Technology Solutions professionals are trained and expertly positioned to meet the needs and demands of the modern-age Public Sector organization.

- 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

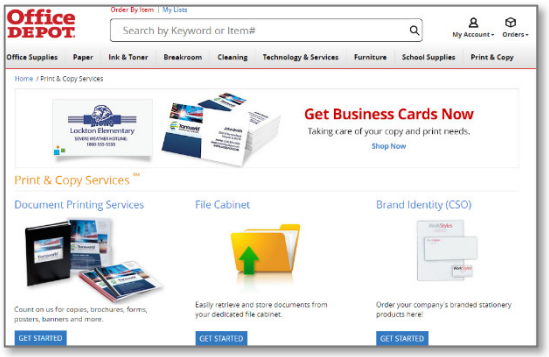
- State-of-the-art marketing services
  - Stationery programs: business cards, letterhead, and envelopes
  - Promotional products like apparel, branded give-aways, and mugs
  - Business identity programs, including name plates, badges, and memo pads
  - Stamps and daters
  - Signs, posters, and banners
  - 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

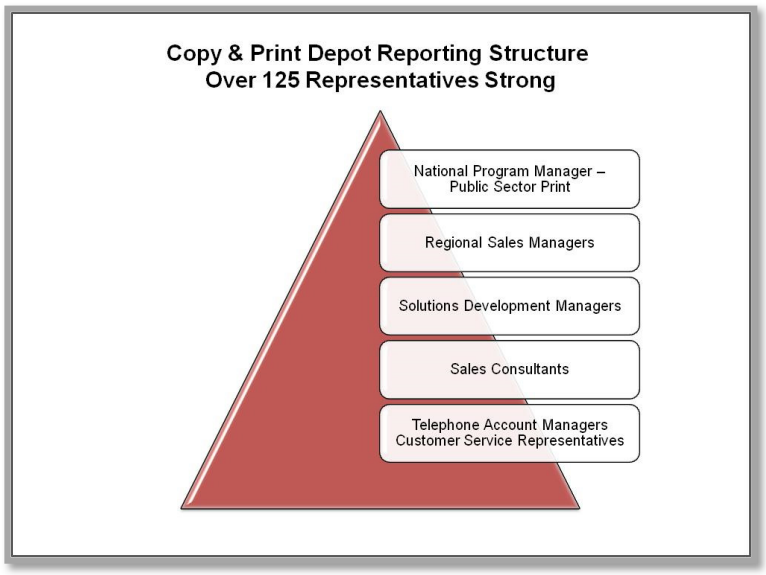
Copy and Print Depot spends count toward the overall annual Region 4 ESC rebate. Customers who spend $200,000 in the Copy & Print category during the rebate period may also earn the category rebate of 5%. Full rebate details are outlined further in this section.

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

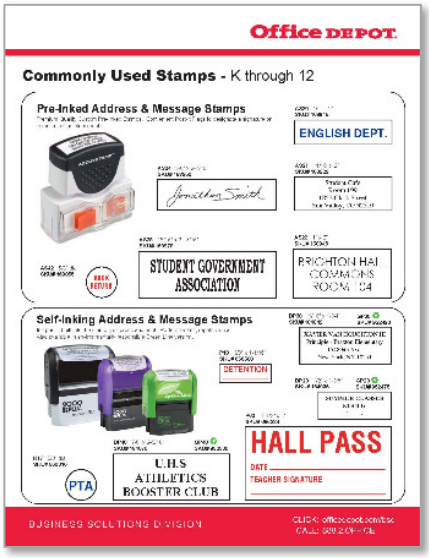
As part of our Region 4 ESC for Managed Print Services, R171404, we are able to provide Promotional Materials and Services. Included are the details of this contract offer.

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



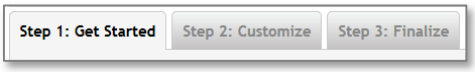
Promotional Products

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:

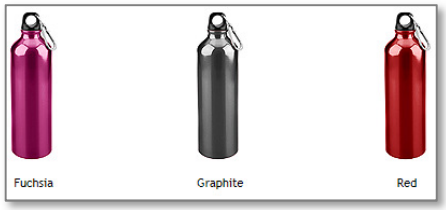
- Writing instruments
- Drinkware
- Calendars
- Desk accessories
- Gifts and awards
- Shirts, hats and other apparel
- Uniforms; school & work
- Sprit & motivational items

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 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

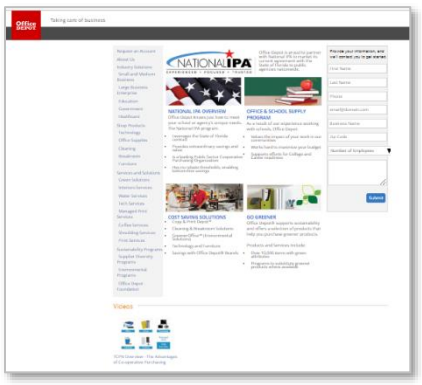
Leveraging our relationships with more than 20,000 public sector entities, Office Depot will leverage our existing customer case studies and best practices and demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, 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

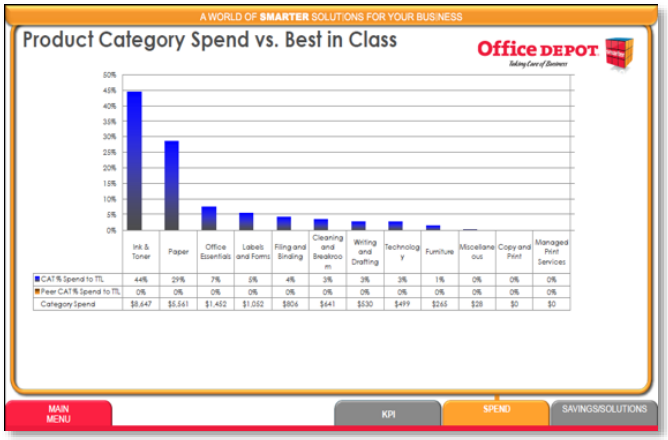
Sales Statistics:

- 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

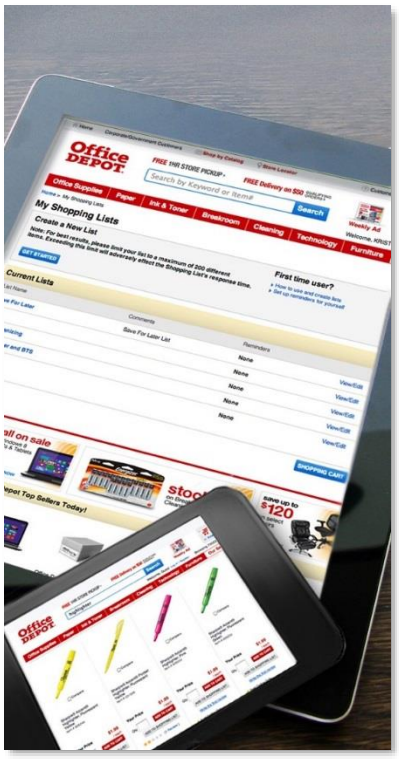
Our robust and award-winning website has been recognized as one of the Top 5 web sites on the Net for its features, user friendliness, and high volume of activity. We are a founding member of the OBI, and have the most advanced Internet ordering web site, as well as extensive third-party ERP integration 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

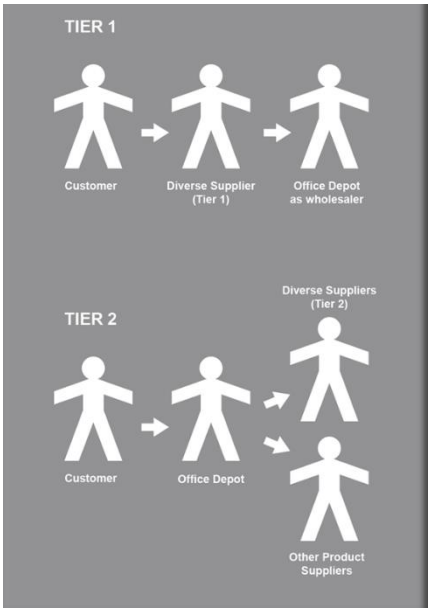
Region 4 ESC participating agencies will have the ability to receive Tier 1 and Tier 2 credit utilizing the Master Agreement. Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model 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

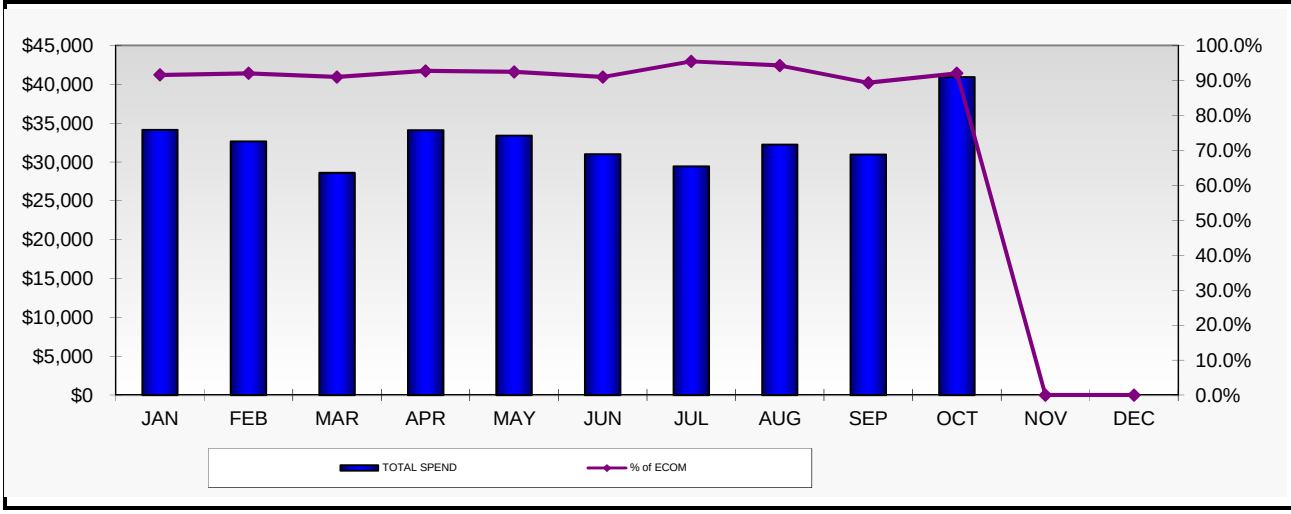
	PRIVATE BRAND	RECYCLED	HUB
Total SPEND	$183,527	$51,589	$9,052
% of Total SPEND	56.05%	15.76%	2.76%

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)

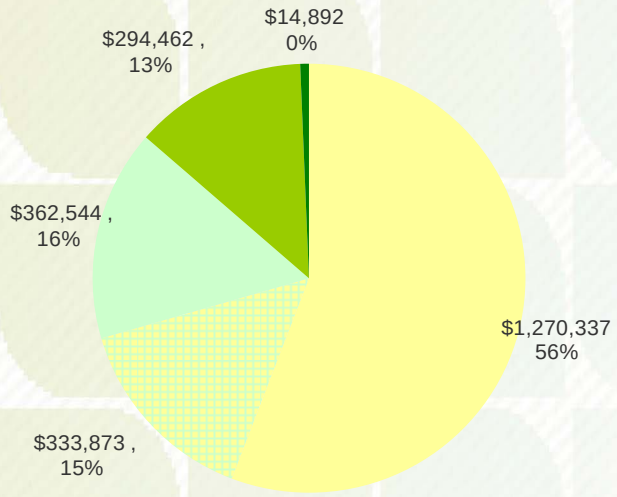
Period: 201604 - 201606

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%	

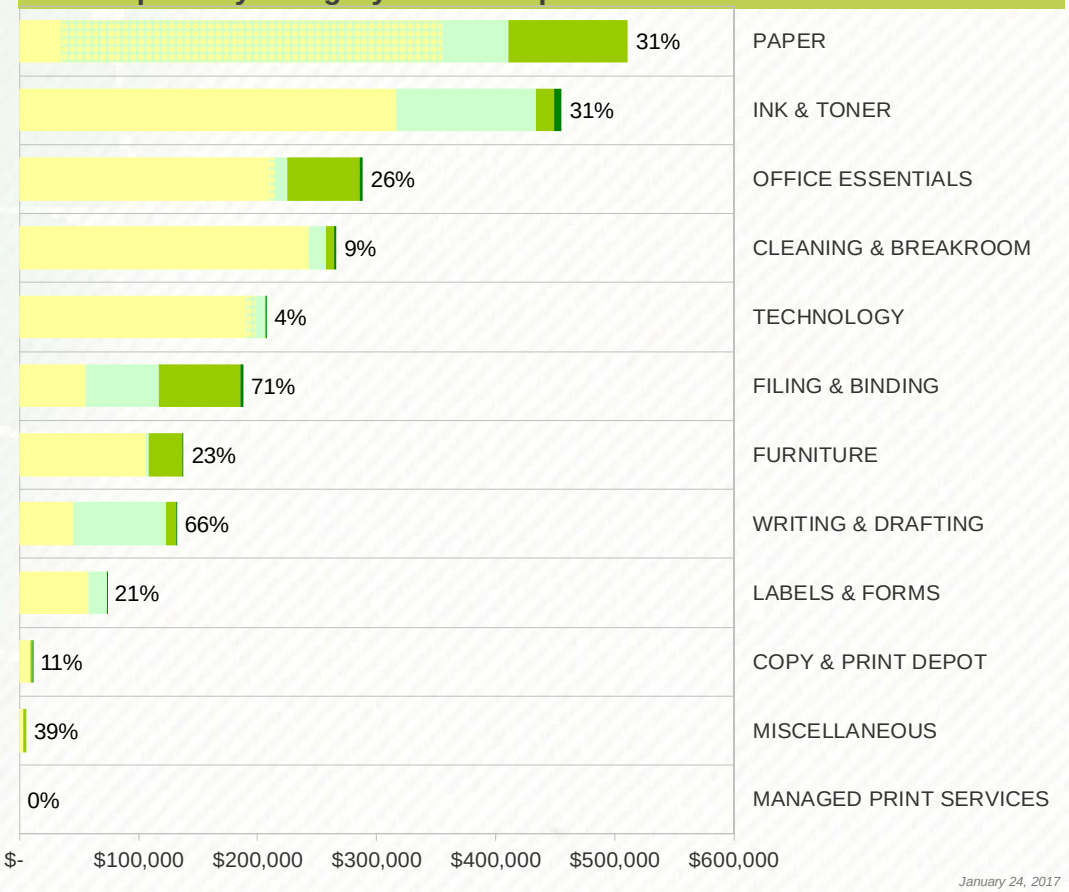
GREEN SPEND BY OFFICE DEPOT ECO-RATING

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%
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

POS Rebate Report (Detail-All Orders)

Office DEPOT OfficeMax
Taking care of business

Tab 3 - Performance Capability
Attachment 3.1

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

Office DEPOT®

OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

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

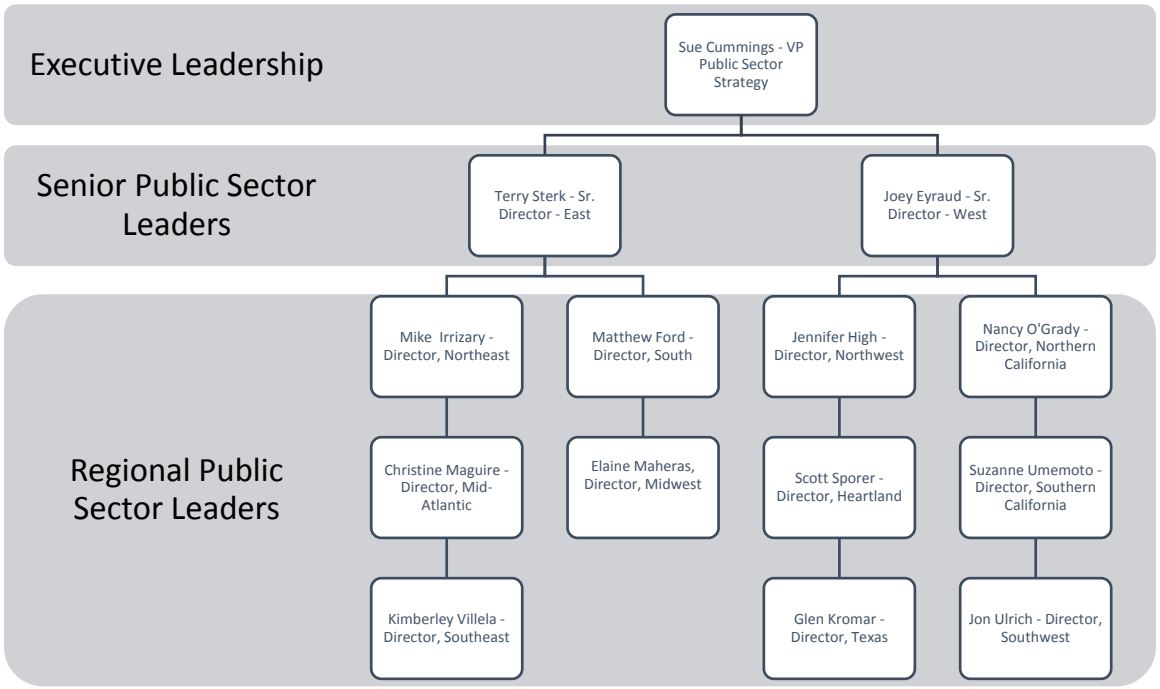
In late 2017 Office Depot made a decisive shift in our deployment model to allow us to fully align with and serve the public agencies that have trusted Office Depot for the past several decades. While we had several teams and associates aligned to public sector we are now fully dedicated from coast-to-coast 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.

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

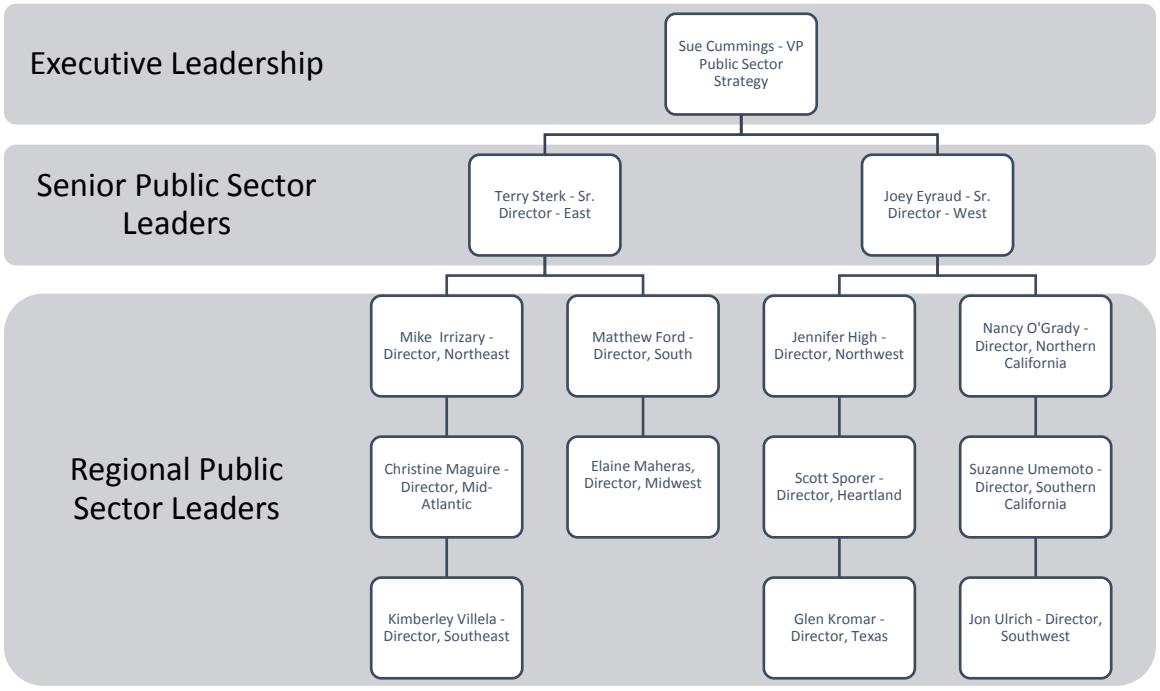
In late 2017 Office Depot made a decisive shift in our deployment model to allow us to fully align with and serve the public agencies that have trusted Office Depot for the past several decades. While we had several teams and associates aligned to public sector, we are now fully dedicated from coast-to-coast 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 who 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.

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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.

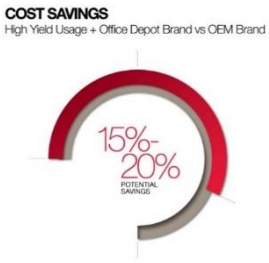
Controlling and managing toner spend represents a natural starting point. Getting this right, addresses a large portion of the total print spend. For example, Office Depot ships approximately 1.7 million toner cartridges to Region 4 ESC Participating Agencies per year, at a cost of $100 million. Each 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:

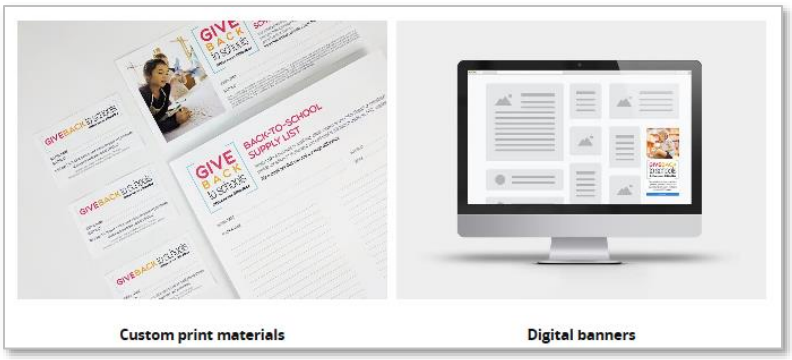
- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys

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 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

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

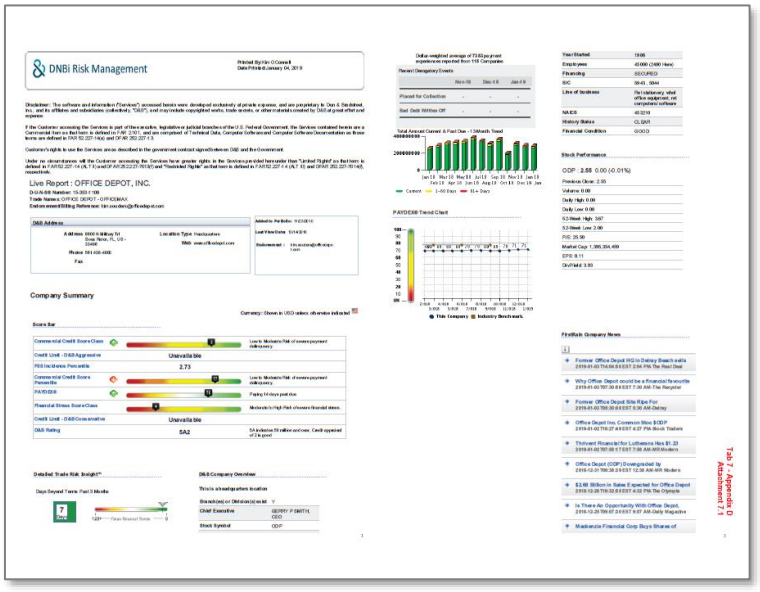
D. Annual sales for the three previous fiscal years.

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

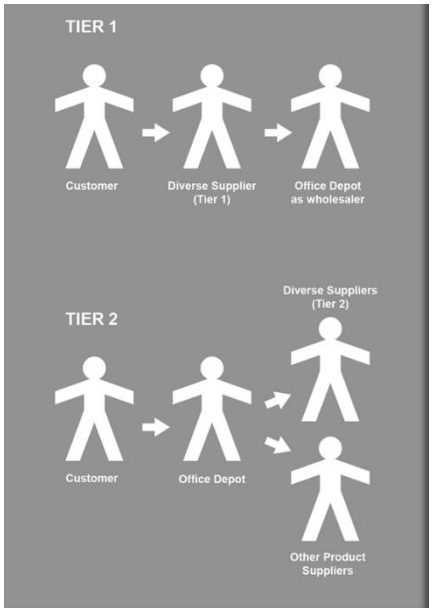
Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

- 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.)

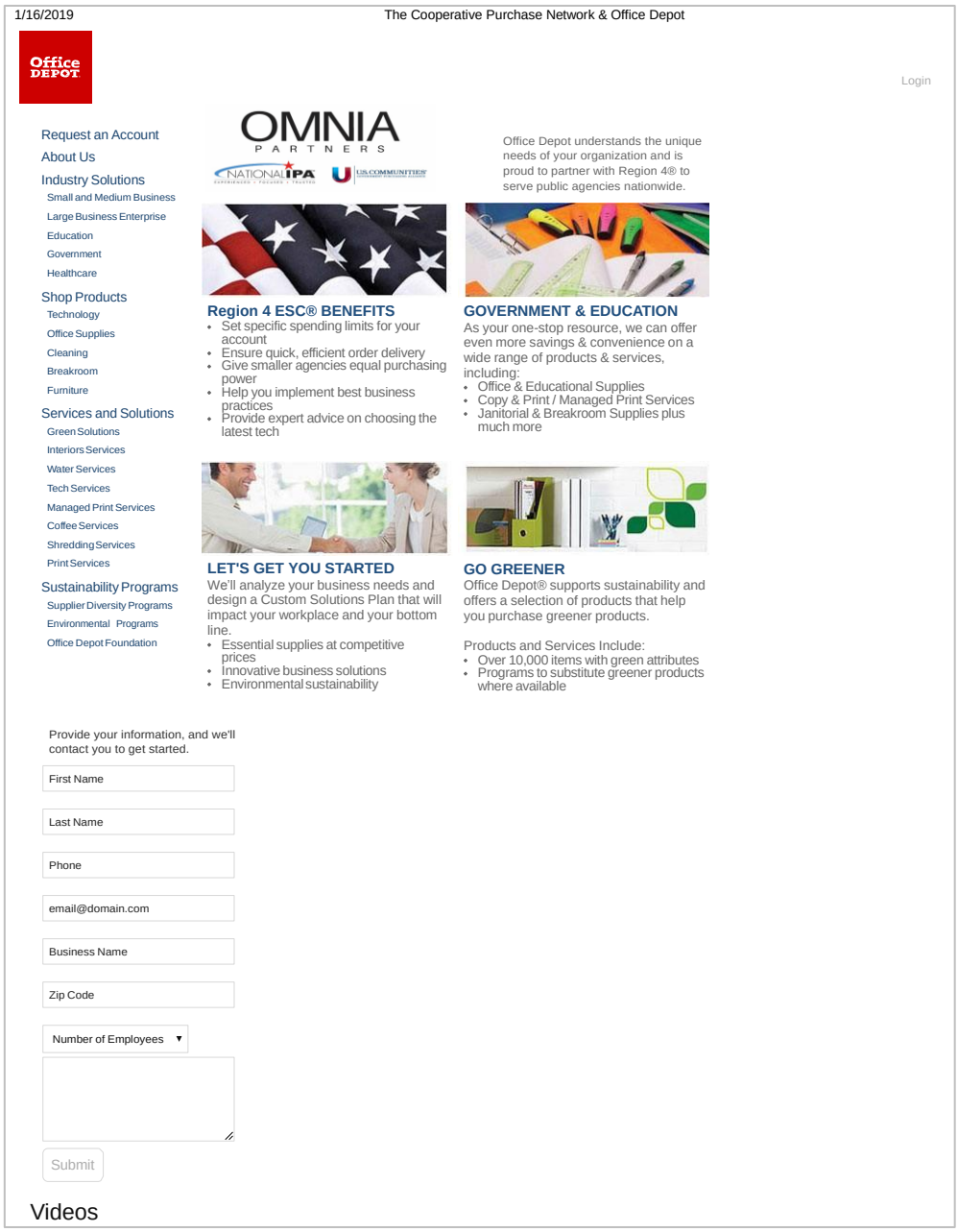
Office Depot is committed to providing our sales teams with ongoing marketing and promotional materials to support the contract throughout its term. Throughout the term of the agreement collateral pieces will be newly designed to support initiatives and updated to continue the support of existing programs. 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

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

Office DEPOT

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	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 ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

Susan Cummings,Vice President, Public Sector
(Print name & title of affiant)

My Commission expires:

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

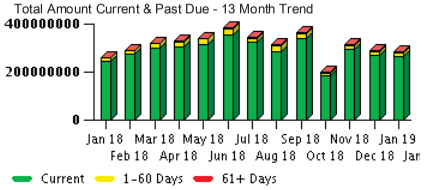
Branch(es) or Division(s) exist	Y
Chief Executive	GERRY P SMITH, CEO
Stock Symbol	ODP

Dollar-weighted average of **7383** payment experiences reported from **115** Companies

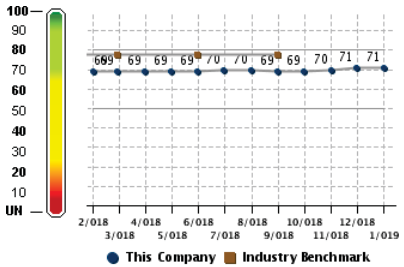
Recent Derogatory Events

	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**

Tab 7 - Appendix D
Attachment 7.1

- **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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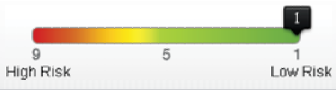
Predictive Scores

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

243

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.

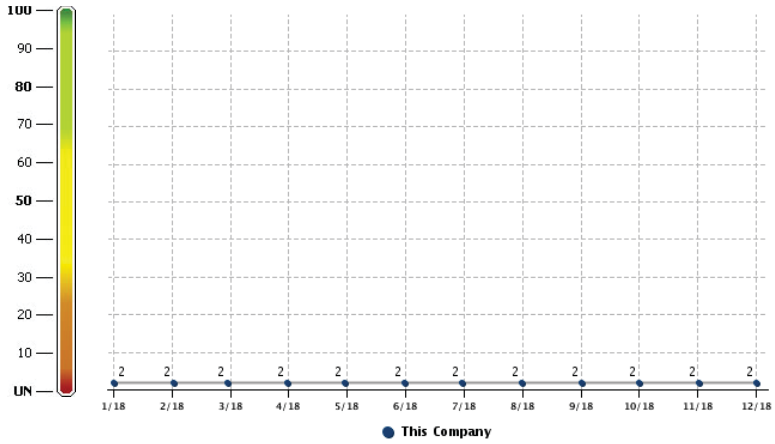
Probability of Failure:

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:

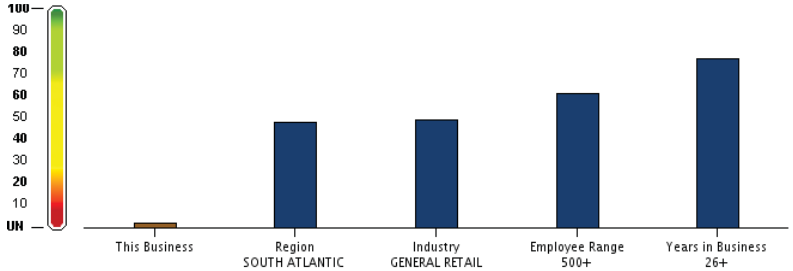
Special Event in the D & B Report

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 :

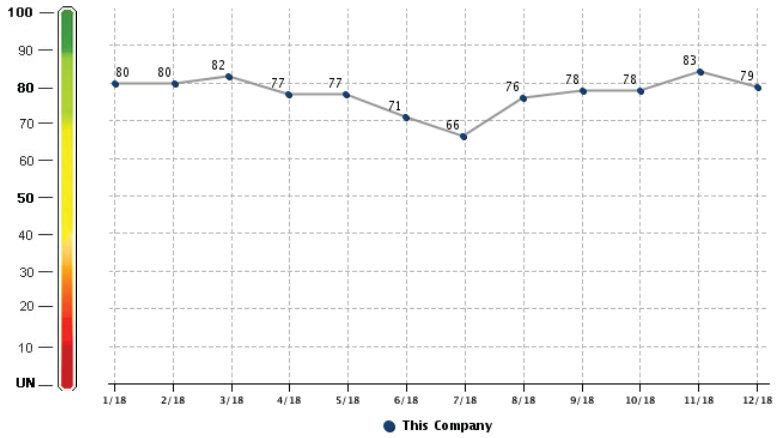
Incidence of Delinquent Payment

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:

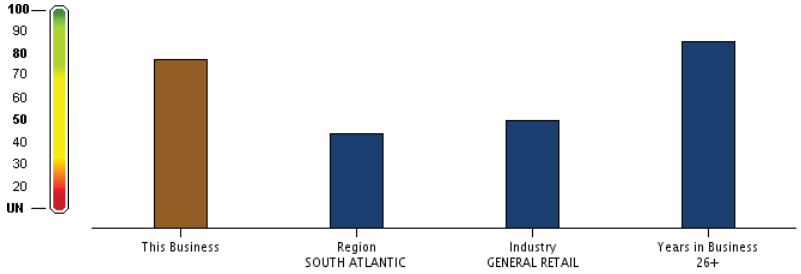
Proportion of slow payments in recent months
Higher risk industry based on delinquency rates for this industry
Proportion of past due balances to total amount owing
Total Liabilities to Net Worth influencing the score
Evidence of open suits, liens, and judgments

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.

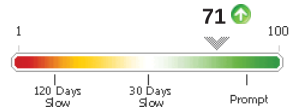
Current PAYDEX is	**71**	Equal to 14 days beyond terms (Pays more slowly than the average for its industry of 3 days beyond terms)
Industry Median is	**78**	Equal to 3 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

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

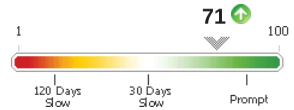
245
Tab 7 - Appendix D
Attachment 7.1

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

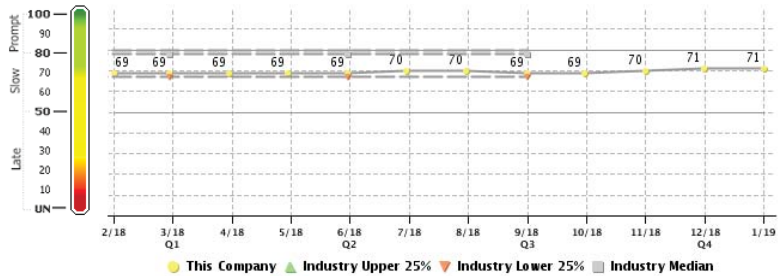
D&B PAYDEX® Comparison

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.

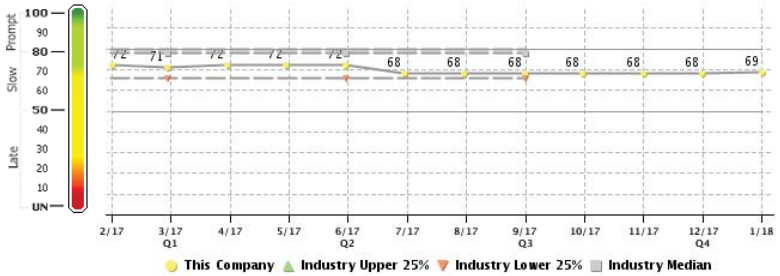


	2/18	3/18	4/18	5/18	6/18	7/18	8/18	9/18	10/18	11/18	12/18	1/19
This Business	69	69	69	69	69	70	70	69	69	70	71	71
Industry Quartiles												
Upper	.	80	.	.	80	.	.	80	.	.	.	.
Median	.	78	.	.	78	.	.	78	.	.	.	.
Lower	.	67	.	.	67	.	.	67	.	.	.	.

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

Tab 7 - Appendix D
Attachment 7.1

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

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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.

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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:

Tab 7 - Appendix D
Attachment 7.1

	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
OD FLEX 15 TEST	Application - #FCHKAFDQL	Approved	04/30/2015 08:35 AM EDT
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
Tam co	Application - #FCHV3QQ4	Approved	10/13/2015 10:52 AM EDT

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Tab 7 - Appendix D
Attachment 7.1

tam	Application - #FCHA3XB3M	Approved	10/14/2015 10:25 AM EDT
test	Application - #FCHT3QAME	Approved	10/16/2015 01:17 PM EDT
TEST	Application - #FCHG3PGXE	Approved	10/21/2015 04:54 PM EDT
TEST	Application - #FCHC3PGEC	Approved	10/21/2015 04:56 PM EDT
TEST	Application - #FCHB39EXG	Approved	10/22/2015 05:34 PM EDT
TEST	Application - #FCHW398CT	Approved	10/22/2015 05:42 PM EDT
test	Application - #FCH3EGYFQ	Approved	10/27/2015 03:58 PM EDT
TEST	Application - #FCHTE5VLY	Approved	10/29/2015 05:26 PM EDT
office depot	Application - #FCHK8PXFP	Approved	11/16/2015 11:48 AM EST
office depot	Application - #FCHM8PLKH	Approved	11/16/2015 11:50 AM EST
Office Depot	Application - #FCH36K85K	Approved	12/07/2015 03:24 PM EST
TEST	Application - #FCHG6KVJ5	Approved	12/07/2015 03:27 PM EST
office depot98712	Application - #FCHJ6KVAN	Approved	12/07/2015 03:39 PM EST
OD Land	Application - #FCHW6HJQ	Approved	12/08/2015 05:39 PM EST
OD Test	Application - #FCHNPTK54	Approved	01/20/2016 07:01 AM EST
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
OFFICE DEPPT	ACCOUNT - #4086867	Credit Increase Recommended	02/01/2016 04:01 PM EST
Office Depot	Application - #FCH5BVL9	Approved	02/02/2016 11:54 AM EST
Test	Application - #FCHA9KBLC	Approved	02/08/2016 10:38 AM EST
OD TESt	Application - #FCHA9GFBN	Approved	02/10/2016 01:46 AM EST
od test	Application - #FCHH9XDD6	Approved	02/10/2016 01:51 AM EST
OD 0212	Application - #FCHA9YYMY	Approved	02/12/2016 12:33 PM EST
OD 021216	Application - #FCHE9YYBD	Approved	02/12/2016 12:37 PM EST
OD test	Application - #FCHL93VBJ	Approved	02/16/2016 09:51 AM EST
OD 1-19	Application - #FCHE93984	Approved	02/16/2016 10:49 AM EST
OD 20-49	Application - #FCHD9396Y	Approved	02/16/2016 10:50 AM EST
OD 50-99	Application - #FCHF939TY	Approved	02/16/2016 10:50 AM EST
OD 100-149	Application - #FCHT939BW	Approved	02/16/2016 10:50 AM EST
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
MAB	Application - #FCWKDE93D	Approved	03/16/2016 02:59 PM EDT
TEST	Application - #FCWFNW9YW	Approved	03/28/2016 01:58 PM EDT
OD 500	Application - #FCWQKKB4X	Approved	04/22/2016 02:02 PM EDT
OD 500	Application - #FCWNKKBY5	Approved	04/22/2016 02:03 PM EDT
OD Flex Test	Application - #FCW6AFWQE	Approved	05/19/2016 11:34 AM EDT
OFFICE DEPORT	ACCOUNT - #608573	Credit Increase Recommended	07/18/2016 12:34 PM EDT
we	Application - #FCFQ6BXQF	Approved	09/09/2016 04:23 AM EDT
468	ACCOUNT - #33147917	Credit Increase Recommended	01/19/2017 02:35 PM EST
OFFICE DEPOT	Application - #FCNBNVE4MN	Approved	04/04/2017 11:57 AM EDT
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
OFFICEDEPOT	ACCOUNT - #439407	Credit Increase Recommended	02/21/2018 12:56 PM EST
OD FOR FORMER ODN USERS	Application - #FCNLCKVWM	Approved	02/28/2018 05:43 PM EST
406	ACCOUNT - #33052466	Credit Increase Recommended	04/02/2018 02:41 PM EDT
OD Test	Application - #FCNABAM6L	Approved	05/05/2018 10:04 AM EDT
OD TEST	Application - #FCNMBAXN	Approved	05/05/2018 10:39 AM EDT
950	ACCOUNT - #32962728	Credit Increase Recommended	06/11/2018 02:14 PM EDT

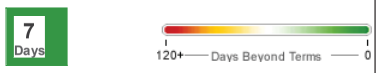
2349	ACCOUNT - #34944338	Credit Increase Recommended	06/11/2018 02:14 PM EDT
OFFICEDEPOT-TIM	ACCOUNT - #21142717	Credit Increase Recommended	06/11/2018 02:14 PM EDT
2098	ACCOUNT - #41709478	Credit Increase Recommended	06/11/2018 02:14 PM EDT
122	ACCOUNT - #33000292	Credit Increase Recommended	06/11/2018 02:14 PM EDT
71	ACCOUNT - #32417724	Credit Increase Recommended	06/11/2018 02:14 PM EDT
2145	ACCOUNT - #33121025	Credit Increase Recommended	06/11/2018 02:14 PM EDT
2162	ACCOUNT - #34225371	Credit Increase Recommended	06/11/2018 02:14 PM EDT
234	ACCOUNT - #32973838	Credit Increase Recommended	06/11/2018 02:14 PM EDT
436	ACCOUNT - #33299954	Credit Increase Recommended	06/11/2018 02:14 PM EDT
3266	ACCOUNT - #33024072	Credit Increase Recommended	06/11/2018 02:14 PM EDT
178	ACCOUNT - #33108947	Credit Increase Recommended	06/11/2018 02:14 PM EDT
665	ACCOUNT - #33280592	Credit Increase Recommended	06/11/2018 02:14 PM EDT
55	ACCOUNT - #32973624	Credit Increase Recommended	06/11/2018 02:14 PM EDT
829	ACCOUNT - #34906474	Credit Increase Recommended	06/11/2018 02:14 PM EDT
331	ACCOUNT - #33087322	Credit Increase Recommended	06/11/2018 02:15 PM EDT
samsung	Application - #FCNBG3KF4	Approved	06/27/2018 01:45 AM EDT
samsung	Application - #FCNHG3KFX9	Approved	06/27/2018 01:53 AM EDT
depot	Application - #FCNCGB8CKY	Approved	07/17/2018 01:44 PM EDT
office depot	Application - #FCNBGFDYLN	Approved	07/19/2018 02:58 PM EDT
MARK STONEBRAKER	ACCOUNT - #528910	Credit Increase Recommended	08/08/2018 08:57 AM EDT
Office Depot	Application - #FCNYX9GN5B	Approved	08/31/2018 02:34 AM EDT
Office Depot	Application - #FCNQLN4DVQ	Approved	09/06/2018 03:28 AM EDT
OD 117	ACCOUNT - #664163	Credit Increase Recommended	09/10/2018 01:57 PM EDT
OD test	Application - #FCNALH3MH9	Approved	10/04/2018 10:30 AM EDT
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

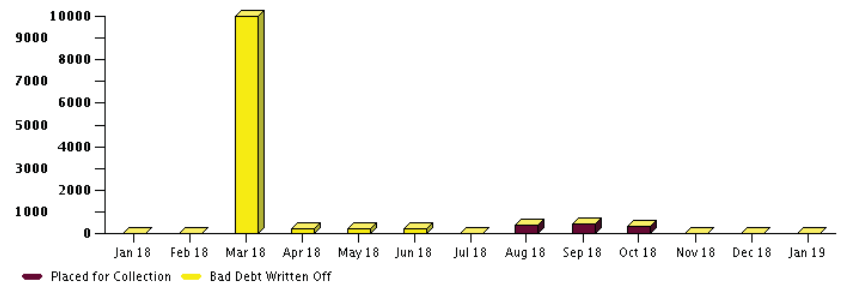


Dollar-weighted average of **7383** payment experiences reported from **115** companies

12 months from Feb 18 to Jan 19

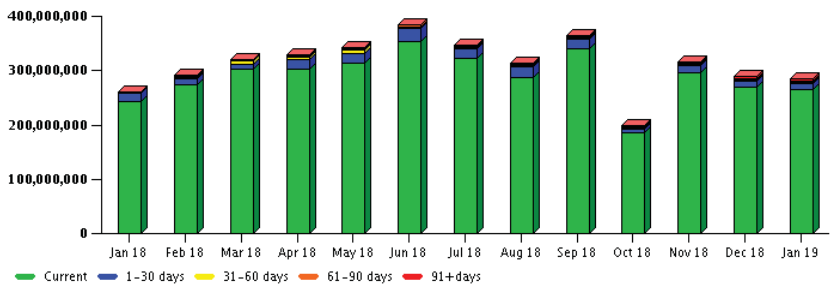
Dollar-weighted average of **8314** payment experiences reported from **189** companies

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	De
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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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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Office DEPOT

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

NATIONALIPA™ An OMNIA Partner

region 4®

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.

X

(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), 20 19 (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 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.

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 on 20 22

KIMBERLY D HIGGINS
My Commission Expires
NOTARY PUBLIC
August 5, 2022
GWINNETT COUNTY, GEORGIA

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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, 2019

(Affiant)

(Notary Public) KIMBERLY D HIGGINS NOTARY PUBLIC GWINNETT COUNTY, GEORGIA My Commission Expires August 5, 2022

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)

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 19-05 **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

OFFICE DEPOT, INC. CORPORATE SEAL DELAWARE

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*

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

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

Requesting Department/Agency: Real Estate and Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3772

Cooperative Contract Number and Title: SWC#99999-001-SPD0000112-0001, Fuel Card Mg

Estimated Contract Spend: $145,000.00

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

☐ **Public Cooperative Entity** (Ex: NASPO)
List cooperative entity:_____

☐ **Federal Government** (Ex: GSA contract)

☑ **State of Georgia Statewide Contracts**
(Department of Administrative Services)

☐ **Other Governmental Entity**
(Ex: City of Atlanta)
List Government Entity: _____

Verification Requirements

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

1. Provide justification for the use of the cooperative purchase.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
    a. Leveraging benefits of volume purchasing
    b. Volume discounts
    c. Service delivery requirement advantages
    d. Document market research that was completed to determine use of cooperative purchase request.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

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

Purchasing Representative Recommendation:

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

☐ meets the requirements ☐ does not meet the requirements

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

(CAPA/APA) Purchasing Agent _____ Date_____

Chief Purchasing Agent _____ Date_____

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0835 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Intergovernmental Agreement (IGA) between Fulton County and City of Roswell for water distribution services and sewer billing within City of Roswell's water service area for a period of 15 years with a possible 5-year extension. Effective upon approval by the BOC.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
GA CONST Art, 9, § 3, ¶ I provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A § 36-10-1 provides that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
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
In 1956, an IGA with the City of Roswell, and its subsequent amendments, established coordination between the County and the City of Roswell with the City of Roswell acting as a sewer billing collection agent. Recently, the City of Roswell expressed the need to install an additional interconnection between their water distribution system and Fulton County's water distribution

system. This desire brought to light the age and outdated nature of the existing IGA, and so the proposed IGA was developed to better codify the ongoing coordination between the two parties.

Scope of Work: This IGA consists of two major parts:
1) Interconnections between the two water distribution systems
The IGA establishes procedures for how interconnections are requested and approved, as well as the procedures for opening existing interconnection to allow water to flow from Fulton to Roswell, including notification responsibilities for emergency conditions.

2) City of Roswell water service area sewer billing
The IGA continues the longstanding agreement whereby the City of Roswell acts as Fulton County's sewer billing collection agent in an area of Fulton County where the City of Roswell is the water provider.

Community Impact: The City of Roswell serves a portion of Fulton County via their water distribution system and bills Fulton County sewer customers within their water service area on Fulton's behalf. This new IGA would allow Fulton County and the City of Roswell to continue to work together to provide water and sewer service to Fulton County residents, no matter their water provider, in an efficient and sensible manner.

Department Recommendation: The Public Works Department recommends approval of this item.

Project Implications: This agreement is necessary for the two entities to continue cooperating to deliver safe and clean drinking water as well as the safe collection, transport, and treatment of wastewater.

Community Issues/Concerns: No community issues have been brought to the Department's attention at this time.

Department Issues/Concerns: The Public Works Department has not identified any concerns or issues with this Item

Fiscal Impact / Funding Source

Funding Line 1:

n/a

INTERGOVERNMENTAL AGREEMENT FOR WATER SERVICE AND SEWER BILLING BETWEEN THE CITY OF ROSWELL AND FULTON COUNTY

This INTERGOVERNMENTAL AGREEMENT ("Agreement') between the CITY OF ROSWELL, a municipal corporation of the State of Georgia ("Roswell"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Fulton") (Roswell and Fulton are individually each referred to as a "Party" and collectively referred to as the "Parties"), is effective as of the date the last Party executes the Agreement.

WHEREAS, each of the Parties hereto is a governmental entity of the State of Georgia, having the legal authority and obligation to organize, maintain, and operate systems of water distribution in its respective jurisdiction to serve its citizens; and

WHEREAS, Fulton is a party to the Atlanta Fulton County Water Resources Commission, a joint venture with the City of Atlanta, which owns and operates the Tom Lowe Water Treatment Plant ("Tom Lowe WTP"); and

WHEREAS, the terms of this Agreement are intended to address the long-term Parties' needs related to water management; and

WHEREAS, the Parties wish to set terms and conditions and to create procedures for the current and future supply of water to Roswell's Water Service Area through interconnections between the two public water systems; and

WHEREAS, the Parties also wish to be able to provide emergency water supplies through these interconnections and establish the terms and conditions under which the systems can be physically connected and water made available to each other in times of emergency; and

WHEREAS, Roswell has a computerized billing system in operation in Roswell's Water Service Area and has served as the sewer billing collection agent for Fulton County sewer in this region; and

WHEREAS, Fulton would like Roswell to serve as the billing collection agent for sewer services with Fulton County's service area, and Roswell is amenable to doing so pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

ARTICLE 1.

DEFINITIONS

1.1 APPLICABLE INTEREST RATE. The rate of one percent per month.

1.2 AVAILABLE POTABLE WATER. A surplus of potable water not immediately needed by the Selling Party.

1.3 BUSINESS DAY. Each day excluding each Saturday, Sunday, and state or federal holiday on which banks in the State of Georgia are authorized to close for purposes of customary banking services.

1.4 CITY ADMINISTRATOR. The Administrator of Roswell, or his or her designee, for purposes of this Agreement.

1.5 COMMUNITY WATER SYSTEM. A public water system that supplies water to the same population year-round.

1.6 DATE OF EXECUTION. The date on which the last party to this Agreement executes this Agreement.

1.7 DIRECTOR OF ENVIRONMENTAL / PUBLIC WORKS. The Director of the Department of Environmental / Public Works of Roswell, or his or her designee, for purposes of this Agreement.

1.8 DIRECTOR OF PUBLIC WORKS. The Director of the Department of Public Works of Fulton County, or his or her designee, for purposes of this Agreement.

1.9 EMERGENCY WATER CONDITION. A shortage of potable water to meet the Essential Water Needs of the Requesting Party's customers that threatens their health, safety, and welfare.

1.10 ESSENTIAL WATER NEEDS. The minimum amount of water needed for residential and commercial means for food processing, drinking, toilet flushing, firefighting, hospital use, and critical asset use and a portion of the system's Non-Revenue Water.

1.11 GOVERNING AUTHORITY. As applicable, the City Council of Roswell, Georgia, or the Board of Commissioners of Fulton County, Georgia, or any replacement governmental body vested with the power to govern the respective jurisdiction under the laws of the State of Georgia.

1.12 INTERCONNECTION. A connection, consisting of meter(s), meter vault(s), valves, backflow preventer(s), backflow preventer vault(s), and piping between two water systems, in this case, between the public water systems of Roswell and Fulton.

1.13 MONTHLY OPERATING REPORT. Reports required for public water systems submitted monthly to the state regulatory agency, the Georgia Environmental Protection Division. Monthly Operating Reports include information about the finished water as well as the quantity of purchased water acquired from other public water systems.

1.14 NON-REVENUE WATER. Overall water losses, defined as the difference between volume

of water produced or purchased and the volume of water that was billed to customers.

1.15 NORTH FULTON WATER DISTRIBUTION SYSTEM. The system distributing water to most of Fulton County north of the Chattahoochee River, including all of Alpharetta, Johns Creek, and Milton, as well as a majority of Roswell.

1.16 RATES. Rates shall be established on the basis of a utility industry standard cost of service study prepared by or on behalf of Fulton. Such study shall serve to establish at least the following three rate categories: (1) retail rates billed to residential/commercial customers, (2) wholesale rates, inclusive of a capital component and operations and maintenance component based on no capital contribution to the System ("Capital/O&M"); and (3) wholesale rates, without a capital component and with operations and maintenance based on that customer's capital contribution to the System ("O&M"). Whenever Fulton deems it necessary to revise its rates, Fulton shall notify Roswell in writing of the pending rate increase not less than ninety (90) days prior to submittal of such revised rates to Fulton's Governing Authority for approval. Upon approval of such rates, Fulton shall notify Roswell in writing by the first to occur: (a) thirty (30) days after such approval by the respective Governing Authority, or (b) at least thirty (30) days prior to the effective date of such rates, which notice shall state each rate and the effective date thereof. Nothing herein is intended to be construed as affecting Fulton's sole authority to revise its rates. All documentation used in cost-of-service studies, if any, shall be provided by Fulton to Roswell within ten (10) Business Days of the date upon which Fulton's Governing Authority revises its rates.

1.17 WATER DISTRIBUTION SYSTEM. The physical infrastructure consisting of the water mains, hydrants, valves, meters, fittings, facilities, and pump stations which transport potable water to customers.

1.18 WATER SERVICE AREA. The geographic area that receives drinking water from a given Community Water System.

ARTICLE 2.

INTERCONNECTIONS

2.1 CURRENT INTERCONNECTIONS. There are currently seven (7) active Interconnections between the North Fulton Water Distribution System, as shown in EXHIBIT A, and Roswell's Water Service Area, as shown in EXHIBIT B.

2.2 NEW INTERCONNECTION PROPOSAL. Should Roswell determine that an Interconnection is necessary, Roswell shall make a proposal in writing to Fulton requesting an interconnection between the two systems. The request should describe the purpose of the interconnect, state whether it will be a general supply interconnection (normally open) or an emergency use interconnection (normally closed) and anticipate connection sizing and expected use amount. Within six (6) months of such a request, if both parties agree to the interconnection installation, the equipment to allow water to flow shall be installed. The current status of each existing interconnection is shown in EXHIBIT B.

2.3 INTERCONNECTION COMPONENTS. An interconnection shall consist of, at minimum, the following components: a meter, a meter vault box, a valve owned by Fulton upstream of the meter vault, a backflow preventer, and piping. The meter, the meter vault, and the piping and/or valves within three (3) feet of either side of the meter vault shall be owned by Fulton, and Fulton will be responsible for the maintenance of these components. Roswell shall install and own, at minimum, a backflow preventer and backflow preventer vault outside of three (3) feet of the meter vault and shall be responsible for those component's maintenance. All backflow preventers shall be tested at least annually by

Roswell, and records of those tests shall be submitted to Fulton within thirty (30) days of their completion.

2.4 INTERCONNECTIONS COSTS. Costs for establishing interconnections as described above shall be borne by Roswell. The cost of dismantling interconnections shall be shared equally (50/50) between Roswell and Fulton.

2.5 METERING. Fulton shall install a meter at the interconnection, and Fulton shall be responsible for maintaining, calibrating, and reading its meter at its own expense. Annually, or upon written notice by Roswell, Fulton shall inspect and test their meter. Testing shall occur within sixty (60) days of such a request. Copies of these inspections and tests shall be available within thirty (30) days of request. No meter shall be allowed to remain in service that has an error in excess of published American Water Works Association ("AWWA") Standards (or such succeeding standards) at the time of the testing. If a party requests a meter inspection in addition to the annual inspection, and the meter conforms to AWWA standards upon testing, the party requesting the inspection shall pay all inspection and testing costs. If the meter is not properly calibrated, the requesting party shall not be liable for the inspection and testing costs which shall be paid by the meter owner, and the meter owner shall immediately (a) restore the meter to an accurate condition or install a new meter, and (b) credit the requesting party for any overpayment based on the information available to the Parties' utility staffs.

2.6 VALVE INSTALLATION AND EXERCISE. All valves within three (3) feet of the meter vault box shall be owned and maintained by Fulton County. Any valves outside of three (3) feet of the meter vault box within the service area of Roswell shall be owned and maintained by Roswell. At each interconnection, valves installed will be capable of closing

off flow from one water system to another. Annually, or upon written notice by the other party, each shall exercise their valves. Copies of these results shall be made available upon request. Inoperable valves shall not be allowed to remain in service and must be replaced or repaired at the owner's expense.

2.7 INTERCONNECTION STATUS CHANGE. Should Roswell request that a normally closed (emergency use) interconnection be converted to a normally open (general supply) interconnection, it shall provide Fulton written notice with at least ninety (90) days prior to the requested change. If Fulton agrees that the change is necessary within the ninety (90) days, the Parties' utility staff will coordinate to make any necessary changes as applicable, including but not limited to opening valves, installing water mains, installing meters and meter vaults, and/or installing backflow preventers. If Fulton does not agree to the status change, Fulton will notify Roswell in writing within the same ninety (90) period. In no event will the status of an interconnection change without both Parties' approval.

2.8 WATER QUALITY. Fulton shall provide treated water to Roswell at the point or points of connection to the Interconnections. Treated water must meet the water quality requirements of all applicable regulatory agencies, including the U.S. Environmental Protection Agency and the Environmental Protection Division of the Georgia Department of Natural Resources. Further, if Roswell or Fulton proposes any change to their water treatment process that would affect the water quality chemistry of their finished water while this Agreement is in effect, notice shall be furnished to the other party at least ninety (90) days prior to the effective date of the proposed change.

2.9 WATER CONSERVATION. This Agreement shall be subject to all state and federal water conservation regulations. If the customers of Fulton are at any time under an outdoor water

use restriction while water is being supplied to Roswell, Roswell agrees to impose restrictions at least as strict as those imposed by Fulton. If Fulton requests a variance to any state mandated drought conservation procedures, Fulton will notify Roswell at least ten (10) days prior to submitting such request to the state regulatory authority.

2.10 INTERCONNECTION BILLING. Interconnections shall be billed at the Fulton's wholesale rate (inclusive of O&M/Capital), which is subject to the adjustments described in Article 1.16. Bills for flow through Interconnections will be sent to Roswell by the 10th of the month following the month they are assessed and will be included in the Monthly Operating Reports submitted by Roswell to EPD. Bills not paid within forty-five (45) days of receipt shall be assessed at the Applicable Rate of Interest described in Article 1.1.

ARTICLE 3.

EMERGENCY USE OF INTERCONNECTIONS

3.1 DISRUPTION OF POTABLE WATER SUPPLY. If Roswell experiences an Emergency Water Condition and desires to purchase Available Potable Water, Roswell shall notify appropriate Fulton staff by phone and in writing via email of the Emergency Water Condition and request Available Potable Water be transferred for a limited period. Fulton shall respond as soon as possible to the request by advising Roswell of the quantity of Available Potable Water.

In addition to the communication by staff described above, the Roswell Environmental / Public Works Director shall immediately notify the Fulton Director of Public Works when Emergency Water Conditions develop and request temporary water service from Fulton. Such notice shall include a description of the emergency and expected duration, if known. Notifications shall be made via phone call and email.

When Roswell experiences Emergency Water Conditions or other conditions that require (a) less than one (1) MG of water to be supplied through the Interconnection(s) or (b) require water for less than three (3) days to be supplied through the Interconnection(s), Available Potable Water can be immediately supplied without first receiving approval or response from Fulton's Director of Public Works, though notification is still required. Requests for Available Potable Water in excess one (1) MG, or for Emergency Water Conditions or other conditions expected to last for more than three (3) days require prior approval by Fulton before valves are opened and operated to transfer water from Fulton's distribution system to Roswell.

3.2 UTILITY STAFF RESPONSIBILITIES. In the event that water is needed by Roswell, staff from either Fulton or Roswell may operate the valves necessary to permit water to be sold from Fulton to Roswell. The staff from the Party that operates the valves to open the valves is responsible for returning all valves to the original position once the temporary water service event is completed. Only appropriate staff shall operate components of the interconnections, including valves.

3.3 RATE OF SUPPLY. Fulton shall not be required to transfer water to the Roswell in an amount that would violate any of its permits, nor shall Fulton be required to provide more than its Available Potable Water, and Fulton shall not be liable to Roswell or its customers for any interruptions in water service. Fulton shall be obligated to supply water pursuant to this Agreement only to the extent that doing so does not prejudice its ability to fulfill its obligations to its customers and other entities with whom it has contractual obligations.

3.4 FORCE MAJEURE. Roswell agrees that Fulton will provide Available Potable Water to Roswell continuously during an Emergency Water Condition, subject to the requirements

above, except that temporary disruption of service at any time caused by an act of God, fire, strikes, casualties, war, terrorist act, natural disaster, accidents, necessary maintenance work, breakdowns of or injuries to machinery, pumps or pipelines, civil or military authority, insurrections, riots, acts or declarations of government or regulatory agencies other than Roswell or Fulton, or any other cause beyond the control of Fulton, shall not constitute a breach of this Agreement; and Fulton shall not be liable to Roswell or to its customers for any damage resulting from such unavoidable disruption of service.

ARTICLE 4.

FINANCE AND PAYMENT FOR SEWER COLLECTION

4.1.1 ROSWELL AS BILLING COLLECTION AGENT. Roswell agrees to act as a billing collection agent for sewer services on behalf of Fulton within Fulton's Service Area, as designated in Exhibit A. Roswell will receive a commission of 10% of the billed amount for this collection service, and Roswell shall deduct the total amount it receives for providing the collection service before making payments to Fulton pursuant to this Agreement. Each month Roswell will provide a report which shows, for that month: (a) what was billed; (b) what was collected; (c) how much Roswell received in commission; (d) how much was paid to Fulton; and (e) the date of payment to Fulton.

4.2 METER INSTALLATION. At the time of installation, metering equipment provided by Roswell will meet or exceed the industry standards set by the American Water Works Association ("AWWA") for measuring the quantity of water delivered. The City is responsible for the cost of installation of all meters, and associated appurtenances, serving customers in Roswell's Water Service Area and can directly bill the Roswell Water Service Area Customers for these services.

4.3 METER ACCURACY. Roswell agrees to inspect, test and, if necessary, repair or replace any non-fire water metering equipment serving Roswell Water Service Area Customers at least every three (3) to four (4) years for meters three (3) inches and over, beginning one (1) year after the effective date of this Agreement. Fulton will have the right to observe the calibration process, test the calibration equipment, and review the calibration records of Roswell upon written request, at Fulton's expense. A meter registering not more or less than 2% above or below 100% of actual flows will be deemed accurate for the purposes of this Agreement and the Parties' obligations under it. In addition, Roswell should have in place a meter replacement program for inaccurate and/or malfunctioning small (2 inches and less) meters based on evaluation of meter readings or test data and for the regular replacement of such meters every ten (10) to fifteen (15) years, or later if based on statistically significant meter test data.

4.4 METER ESTIMATES. If any meter fails to measure or appears to have measured inaccurately for any billing period, the amount of water delivered during such billing period will be estimated in accordance with Roswell's then current policies and procedures. In the event that Roswell makes adjustments to Roswell Water Service Area Customers' billable water usage, Roswell will make a corresponding adjustment to the sewer services bill component. Adjustments may be made in the event of malfunctioning meters, leaks, and/or misreading of meters. Adjustments applicable to prior period billings will be deducted from current period payments of billed revenues.

4.5 FAILURE TO PAY WHEN DUE. In the event of a failure to pay any amount due under this Agreement, interest shall automatically accrue on the delinquent amount in accordance with Section 1.1, from the date such payment is due until full payment of

such delinquent amount and its accrued interest.

ARTICLE 5.

PROVISIONS OF GENERAL APPLICATION

5.1 RIGHT TO SEEK SPECIFIC PERFORMANCE. Roswell and Fulton agree that the costs and damages resulting from a breach of the contractual rights to use the Interconnections up to the specified amounts granted by this Agreement may not be susceptible of monetary calculation, and that damages recoverable at law may not be adequate compensation for nonperformance of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy the Parties shall have the right to seek specific performance.

5.2 SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

5.3 WAIVER. A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

5.4 TERM OF AGREEMENT. This Agreement shall be in effect and shall constitute a binding obligation of the Parties hereto from and after its execution by the last Party to execute same and shall continue in effect for fifteen (15) years with a five (5) year extension upon written notice prior to 90 days of term end date by either Party.

5.5 PERIODIC REVIEW OF PROVISIONS. The Parties shall hold periodic reviews, at least annually, of the provisions of this Agreement in order to provide for the changing needs of

both Parties, and to ensure the Interconnections meet all applicable state and federal requirements, as they may be promulgated or amended. The Parties agree to negotiate diligently and in good faith to accommodate each other's needs and proposed amendments and to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both Parties to be appropriate. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both Parties. However, nothing herein shall prevent either Party from proposing amendments to the other at any time during the term of this Agreement.

5.6 RESOLUTION OF DISPUTES. Should there arise any issues or disputes related to this Agreement, the Parties will in good faith attempt to resolve such issues or disputes promptly and amicably and may by mutual agreement submit the same to non-binding mediation.

5.7 DAMAGE OR DESTRUCTION OF FACILITIES. In the event of damage or destruction by fire or other casualty of the Interconnection, Fulton shall, with reasonable diligence and dispatch, repair, or rebuild, or otherwise make provision for restoring functionality to said facilities so as to restore them as nearly as possible to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed to by the parties. Costs for the repair shall be borne by the owner of the components as described in Article 2.3.

5.8 PERSONAL LIABILITY. No elected official, director, officer, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereof.

5.9 TIME OF ESSENCE. Time is of the essence for all terms of this Agreement.

5.10 HEADINGS. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement.

5.11 ASSISTANCE. Roswell and Fulton agree to provide each other with assistance in the form of plans and specifications, reports and projections, as may be necessary or appropriate for the efficient operation of the Interconnection.

5.12 NUMBER OF ORIGINAL DOCUMENTS. It is agreed between the Parties that this Agreement shall be executed in two or more originals, each of which shall constitute one and the same document, and any one of which may be used for any purpose for which an original executed document may be used.

5.13 ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any Party hereto except with the consent in writing of the other Party hereto which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement without consent shall relieve a Party hereto of any obligation hereunder.

5.14 INTERGOVERNMENTAL AGREEMENT. The parties hereto agree that this Agreement is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

5.15 PRIOR AGREEMENTS. This Agreement supersedes any and all previous agreements between Fulton and Roswell concerning the same subject matter as this Agreement.

5.16 DEFAULT. Failure of Roswell to pay Fulton any of the payments required under this Agreement when due or failure of either Party to comply with any covenant, term, or

obligation of this Agreement shall constitute a material default on the part of such Party. In any such event, and notwithstanding the requirements of Section 5.6, the non-defaulting Party may bring any suit, action, or proceeding in law or in equity, including but not limited to mandamus, injunction and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other Party.

5.17 NOTICE. All notices pursuant to this Agreement shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, or by registered overnight mail or delivery service, charges prepaid. All notices to Fulton shall be addressed as follows, unless otherwise directed in writing:

County Manager
Fulton County Government Center
141 Pryor Street, Suite 10061
Atlanta, Georgia 30303

With a copy to:
Director, Fulton County Department of Public Works
Fulton County Government Center
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303

With a copy to:
Office of the County Attorney
Attn: County Attorney
Fulton County Government Center
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

All notices to City of Roswell shall be addressed as follows, unless otherwise directed in writing:

Mayor
City of Roswell
38 Hill Street, Suite 215
Roswell, Georgia 30075

With a copy to the:
Director, Department of Environmental/Public Works
38 Hill Street, Suite 235
Roswell, Georgia 30075

With a copy to the:
City Administrator
38 Hill Street, Suite 115
Roswell, Georgia 30075

IN WITNESS WHEREOF, the duly authorized officials of Roswell and Fulton have caused the name of Roswell and the name of Fulton and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto below:

(Signatures on following pages)

ATTESTED:

_____ (SEAL)
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Office of the County Attorney

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts, Chairman
Board of Commissioners

APPROVED AS TO CONTENT:

_____
David Clark, Director
Department of Public Works

ATTESTED:

_____ (SEAL)
Nancy Long
City Clerk

CITY OF Roswell, GEORGIA

_____
Kurt M. Wilson
Mayor

APPROVED AS TO FORM:

_____
David Davidson
City Attorney

APPROVED AS TO CONTENT:

_____
Brian Watson
Director of Environmental / Public Works

EXHIBIT A.

Map of Roswell and North Fulton's service areas and current inventory of interconnections, both normally closed and normally open.

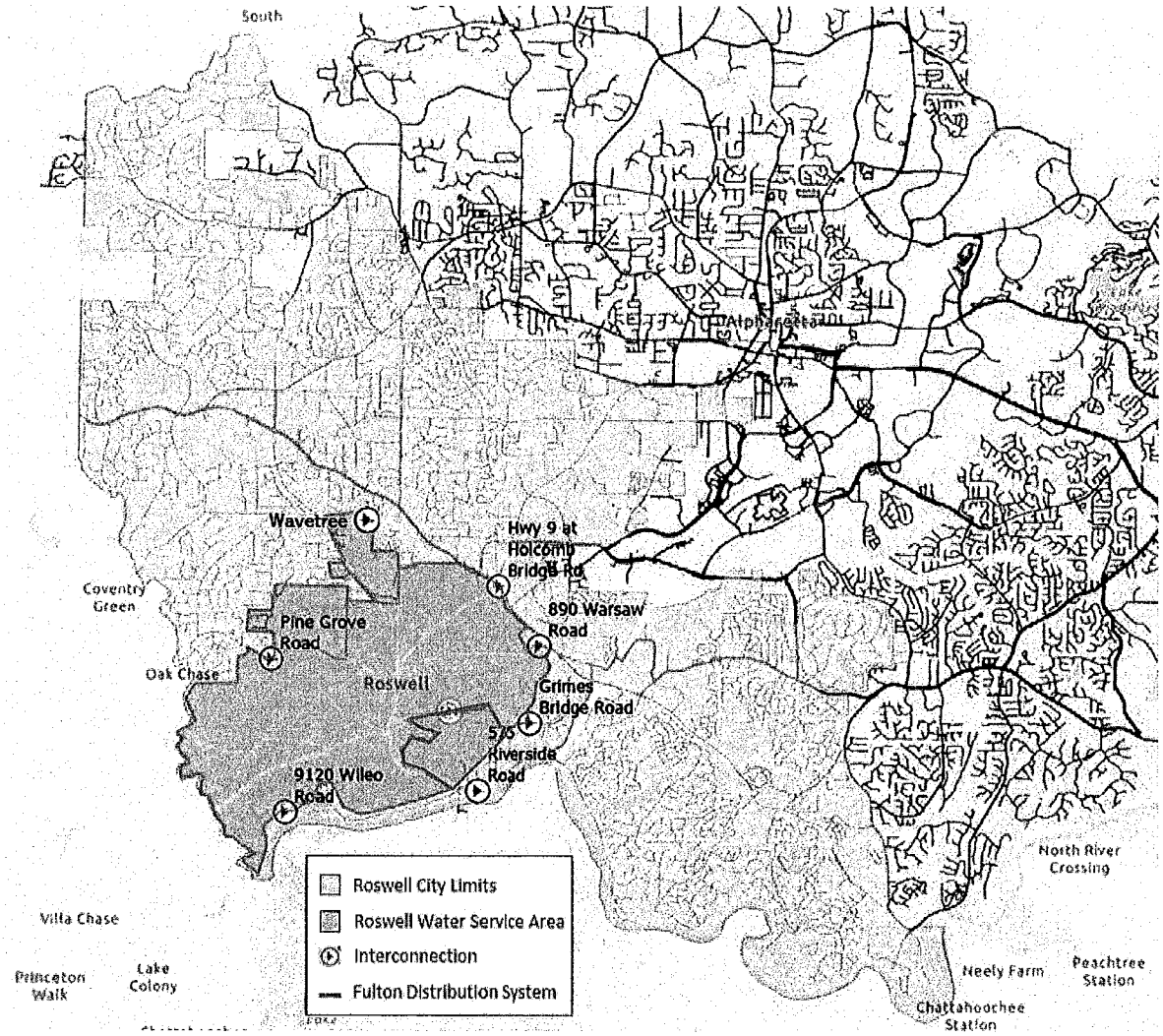

EXHIBIT B

Table detailing the interconnection locations between the City of Roswell water distribution system and the Fulton County water distribution system, as well as the typical valve status (open or closed) and the category of interconnection (general supply or emergency).

Interconnection Name	Address	Fulton Size (in)	Roswell Size (in)	Open/ Closed	General/ Emergency
Hwy 9 at Holcomb Bridge Rd	10489 Alpharetta Hwy	8	8	Closed	Emergency
92120 Willeo Road	9120 Willeo Rd	8	8	Closed	Emergency
575 Riverside Road	575 Riverside Rd	6	8	Closed	Emergency
890 Warsaw Road	890 Warsaw Rd	8	8	Closed	Emergency
Grimes Bridge Road	Grimes Bridge Rd	8	8	Closed	Emergency
Pine Grove Road	800 Pine Grove Rd	8	6	Closed	Emergency
Wavetree	0 Wavetree Dr	8	8	Closed	Emergency

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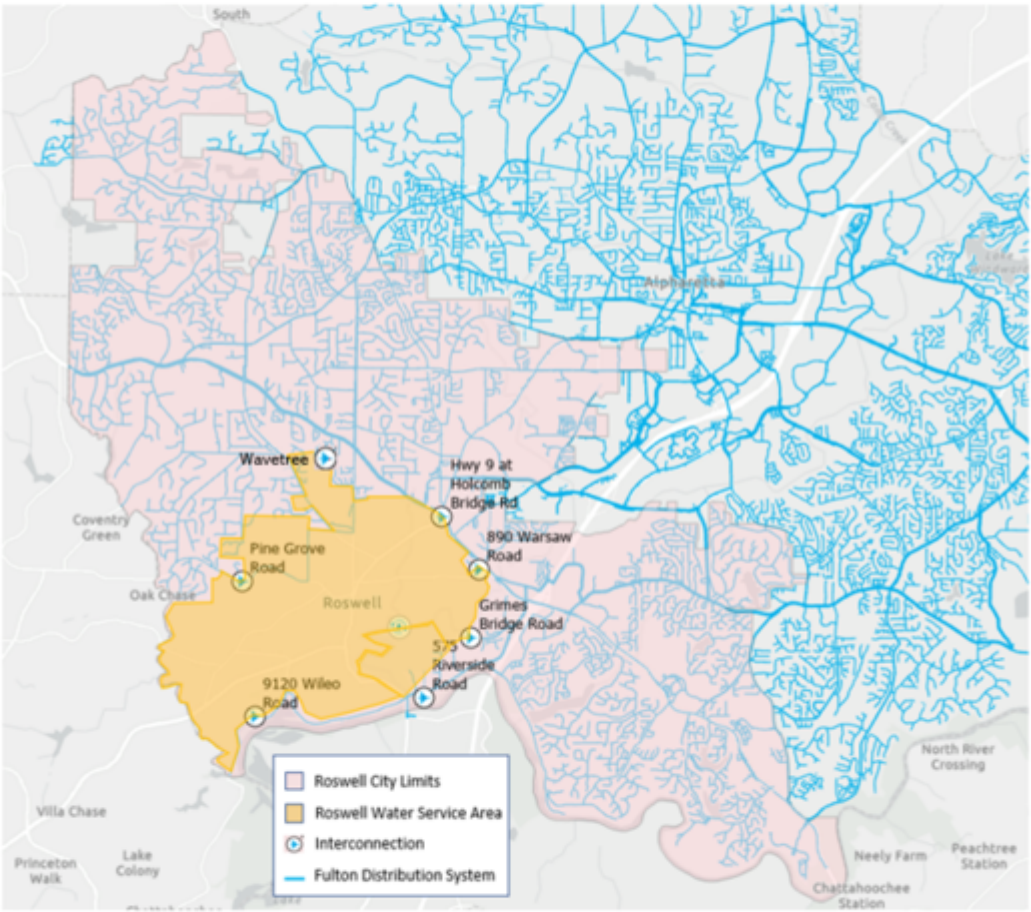

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890 Warsaw Road	890 Warsaw Rd	8	8	Closed	Emergency
Grimes Bridge Road	Grimes Bridge Rd	8	8	Closed	Emergency
Pine Grove Road	800 Pine Grove Rd	8	6	Closed	Emergency
Wavetree	0 Wavetree Dr	8	8	Closed	Emergency

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0836 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1420997A-KM, Laboratory Testing Services in an amount not to exceed $165,000.00 with Eurofins Environmental Testing Services, LLC (Atlanta, GA) to provide laboratory testing services. Effective January 1, 2026, through December 31, 2026, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(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: Public Works requests that the BOC approve the award of the contract to Eurofins Environmental Testing Services to provide laboratory testing services.

Scope of Work: This contract provides laboratory testing services of wastewater discharge effluent for the Department of Public Works as required by EPD regulations and the County's National Pollution Discharge Elimination System (NPDES) Permit. The vast majority of the analyses performed under this contract are for regulatory purposes and the remainder are for quality control and assurance of the wastewater treatment process.

Community Impact: If this Item is not approved and laboratory testing services are not performed, the EPD may take regulatory enforcement action against the County for failure to remain compliant with our permit, which could result in fines and/or consent orders.

Department Recommendation: The Department recommends approval of the lowest responsible bidder.

Project Implications: Laboratory testing is a regulatory requirement of the County's National Pollution Discharge Elimination System (NPDES) wastewater discharge permits. Not completing these tests could result in enforcement against the County for permit compliance violations.

Community Issues/Concerns: No issues/concerns were raised by the community concerning the laboratory testing services.

Department Issues/Concerns: The Department of Public Works has no issues or concerns.

Contract Modification: This is a new procurement

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

Contract Value: **$165,000.00**

Prime Vendor: **Eurofins Environmental Testing Services, LLC**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$165,000.00 or 100.00%**

Total Contract Value: **$165,000.00 or 100.00%**
Total Certified Value: **$0.00**

Exhibits Attached

Exhibit 1: Recommendation Letter
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: Performance Evaluation

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$165,000.00
TOTAL:	$165,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5488-1160: Water & Sewer Revenue, Public Works, Professional Services - $165,000.00.

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: Tv renewal options remain

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start: **8/7/2024**
Report Period End: **2/8/2025**

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: August 27, 2025

SUBJECT: 25ITB1420997A-KM, Laboratory Testing Services

On August 20, 2025, the Department of Purchasing opened the referenced Invitation to Bid (ITB), receiving two (2) responses. Eurofins Environment Testing Southeast LLC, Inc. submitted the overall lowest bid.

Therefore, the Department of Public Works is recommending an award to the lowest responsive and responsive bidder, Eurofins Environment Testing Southeast LLC, Inc, in the amount of $165,000.00. This amount matches the proposed 2026 budgeted amount and reflects the fact that it is unlikely that we would purchase ever single line item that was included in the ITB documents.

Funding is available in the following accounts: 201-540-5488-1160

cc: Roy Barnes, Deputy Director, Public Works R.E.B 9-3-25
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

BID TAB

BID NUMBER/QUOTE #: : 25ITB1420997A-KM		OPENING DATE:	8/20/2025	PAGE NUMBER:
BID DESCRIPTION: Laboratory Testing Services				
REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS			CONTACT	

25ITB1420997A-KM, Laboratory Testing Services	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME
	Eurofins Environment Testing Southeast, LLC	KETOS Inc.		
	ADDRESS	ADDRESS	ADDRESS	ADDRESS
	3080 Presidential Drive Atlanta Georgia United States	520 Mercury Dr Sunnyvale California, 94085-4018 United States		
	TELEPHONE:	TELEPHONE	TELEPHONE	TELEPHONE
	CONTACT: Eli Potash	CONTACT: Meena Sankaren	CONTACT: Aaron Jarson	CONTACT: Chris White

ITEM DESCRIPTION	UNIT	QTY	UNIT $	TOTAL	UNIT $	TOTAL	UNIT $	TOTAL	UNIT $	TOTAL
Chromium: EPA Method 200.7 / 200.8 / 200.9	EA	500	$ 10.00	**$ 5,000.00**	$ 210.00	**$ 105,000.00**				
Cadmium: EPA Method 200.7 / 200.8 / 200.9	EA	500	$ 10.00	**$ 5,000.00**	$ 210.00	**$ 105,000.00**				
Lead: EPA Method 200.7 / 200.8 / 200.9	EA	500	$ 10.00	**$ 5,000.00**	$ 255.00	**$ 127,500.00**				
Nickel: EPA Method 200.7 / 200.8 / 200.9	EA	500	$ 10.00	**$ 5,000.00**	$ 210.00	**$ 105,000.00**				
Zinc: EPA Method 200.7 / 200.8	EA	500	$ 10.00	**$ 5,000.00**	$ 210.00	**$ 105,000.00**				
Silver: 200.7 / 200.8 / 200.9	EA	500	$ 10.00	**$ 5,000.00**	$ 210.00	**$ 105,000.00**				
Mercury: EPA Method 245.1 / 245.2	EA	500	$ 18.00	**$ 9,000.00**	$ 255.00	**$ 127,500.00**				
Cyanide: EPA Method 335.4	EA	500	$ 15.00	**$ 7,500.00**	$ 450.00	**$ 225,000.00**				
Copper: EPA Method 200.7 / 200.8 / 200.9	EA	500	$ 10.00	**$ 5,000.00**	$ 210.00	**$ 105,000.00**				
Inhibitory Residue Test, SM 18th Edition, Section 9020 (Bacterial Growth)	EA	4	$ 150.00	**$ 600.00**	$ 150.00	**$ 600.00**				
Suitability Ratio or Test for Bacteriological Quality of Reagent Water, 18th edition, Section 9020	EA	4	$ 150.00	**$ 600.00**	$ 300.00	**$ 1,200.00**				
Chronic Whole Effluent Toxicity Testing, Short-term Methods for estimating the Chronic whole effluent toxicity of effluents and receiving waters to freshwater organisms (Method: EPA 600-4-91-002, USEPAORD, July 1994 or the latest approved EPA method must be used.)	EACH organism	12	$ 800.00	**$ 9,600.00**	$ 1,650.00	**$ 19,800.00**				
Biological Oxygen demand EPA Method 507 (5.E.6)	EA	500	$ 20.00	**$ 10,000.00**	$ 480.00	**$ 240,000.00**				
Carboneous Biological Oxygen Demand EPA Method 507 (5.E.6)	EA	500	$ 10.00	**$ 5,000.00**	$ 315.00	**$ 157,500.00**				
Ammonia EPA Method (350.3)	EA	500	$ 20.00	**$ 10,000.00**	$ 315.00	**$ 157,500.00**				
Nitrate-Nitrite EPA Method (353.2)	EA	500	$ 20.00	**$ 10,000.00**	$ 375.00	**$ 187,500.00**				
Nitrates EPA Method (354.1)	EA	500	$ 10.00	**$ 5,000.00**	$ 375.00	**$ 187,500.00**				
Chemical Oxygen Demand EPA Method (410.4)	EA	1000	$ 22.00	**$ 22,000.00**	$ 315.00	**$ 315,000.00**				
Oil and Grease EPA Method (E1664) (Hexane)	EA	500	$ 42.00	**$ 21,000.00**	$ 480.00	**$ 240,000.00**				
Alkalinity EPA Method (310.1)	EA	1000	$ 10.00	**$ 10,000.00**	$ 300.00	**$ 300,000.00**				
TKN EPA Method (351.2)	EA	500	$ 30.00	**$ 15,000.00**	$ 450.00	**$ 225,000.00**				
Total Phosphorus EPA Method (365.2, 365.2)	EA	500	$ 25.00	**$ 12,500.00**	$ 330.00	**$ 165,000.00**				
Suspended Solids EPA Method (160.2	EA	500	$ 15.00	**$ 7,500.00**	$ 180.00	**$ 90,000.00**				
Volatile Suspended Solids EPA Methods (160.4)	EA	500	$ 5.00	**$ 2,500.00**	$ 180.00	**$ 90,000.00**				
Total Solids EPA Methods (160.3)	EA	500	$ 5.00	**$ 2,500.00**	$ 180.00	**$ 90,000.00**				

Fecal Coliform EPA Method (124.6) Membrane Filtration	EA	500	$ 5.00	**$ 2,500.00**	$ 180.00	**$ 90,000.00**				
Hexavalent Chromium SM 3500	EA	500	$ 18.00	**$ 9,000.00**	$ 690.00	**$ 345,000.00**				
Fecal Coliform MPN SM 9221D	EA	100	$ 5.00	**$ 500.00**	$ 180.00	**$ 18,000.00**				
Base/Neutrals & Acids (Approved Methods in 40 CFR 136 and/or 141)	Each Test Set	500	$ 20.00	**$ 10,000.00**	$ 1,200.00	**$ 600,000.00**				
Pesticides/PCBs: EPA 8080, or 8081/8082	Each Test Set	250	$ 80.00	**$ 20,000.00**	$ 900.00	**$ 225,000.00**				
Herbicides: EPA 8150 or 8151	Each Test Set	250	$ 100.00	**$ 25,000.00**	$ 1,210.00	**$ 302,500.00**				
Metals: EPA 7000 Series	Each Test Set	500	$ 18.00	**$ 9,000.00**	$ 1,200.00	**$ 600,000.00**				
Phosphorus, Dissolved (as P) EPA 353.2	EA	500	$ 15.00	**$ 7,500.00**	$ 375.00	**$ 187,500.00**				
Hardness (as CaCO3) EPA 200.7/SM2340B – (Analyses done by ICP)	EA	100	$ 5.00	**$ 500.00**	$ 330.00	**$ 33,000.00**				
TOC EPA 415.1 - SM5310B	EA	100	$ 10.00	**$ 1,000.00**	$ 345.00	**$ 34,500.00**				
Volatile Organics (B-TEX) SW8260B	Set	250	$ 25.00	**$ 6,250.00**	$ 600.00	**$ 150,000.00**				
Sodium EPA 200.7	EA	100	$ 10.00	**$ 1,000.00**	$ 345.00	**$ 34,500.00**				
Priority Pollutant Extractable Organics EPA 625	Each Test Set	250	$ 130.00	**$ 32,500.00**	$ 900.00	**$ 225,000.00**				
Priority Pollutant – Volatiles EPA 624/SW 5030B	Each Test Set	250	$ 60.00	**$ 15,000.00**	$ 900.00	**$ 225,000.00**				
Surfactant (MBAS) EPA 425.1	EA	100	$ 20.00	**$ 2,000.00**	$ 900.00	**$ 90,000.00**				
Total Toxic Organics (TTO) as listed in 40 CFR 401.15 by EPA 608, 624, 625	Each Test Set	250	$ 270.00	**$ 67,500.00**	$ 1,500.00	**$ 375,000.00**				
VOA EPA 624	EA	250	$ 60.00	**$ 15,000.00**	$ 800.00	**$ 200,000.00**				
TCLP SW846/EPA 1311 and/or EPA 8260/8270/8081/8151/6010/ 7470	Each Test Set	250	$ 473.00	**$ 118,250.00**	$ 6,000.00	**$ 1,500,000.00**				
Organic Nitrogen SM 4500-N C	EA	500	$ 50.00	**$ 25,000.00**	$ 700.00	**$ 350,000.00**				
Fecal Coliform MPN SM 9221D - SM9222D	EA	100	$ 5.00	**$ 500.00**	$ 120.00	**$ 12,000.00**				
Manganese EPA 200.7, rev 4.4	EA	100	$ 10.00	**$ 1,000.00**	$ 210.00	**$ 21,000.00**				
Calcium EPA 200.7, rev 4.4	EA	100	$ 10.00	**$ 1,000.00**	$ 210.00	**$ 21,000.00**				
Fluoride SM 4500-F-B	EA	100	$ 10.00	**$ 1,000.00**	$ 375.00	**$ 37,500.00**				
Magnesium EPA 200.7, rev 4.4	EA	100	$ 10.00	**$ 1,000.00**	$ 210.00	**$ 21,000.00**				
Orthophosphate EPA 365.1 rev 2	EA	500	$ 18.00	**$ 9,000.00**	$ 315.00	**$ 157,500.00**				
Molybdenum EPA 200.7, rev 4.4	EA	100	$ 10.00	**$ 1,000.00**	$ 210.00	**$ 21,000.00**				
2,3,7,8 TCDD EPA 613, 625, 1613B	EA	5	$ 390.00	**$ 1,950.00**	$ 1,200.00	**$ 6,000.00**				
2,4,-Dichlorophenoxyacetic acid SM 6640B - EPA 615	EA	50	$ 100.00	**$ 5,000.00**	$ 750.00	**$ 37,500.00**				

GRAND TOTAL:			**$584,250.00**	**$9,496,100.00**	**$0.00**	**$0.00**
BIDS MAILED		**NO RESPONSE:**		**ASSISTANT PURCHASING AGENT:**	
BIDS RECEIVED:		**NO-BIDS:**		**CHIEF ASSISTANT:**	
				DEPT. AUTHORIZATION:	

Performance Evaluation Details

ID	E2
Project	Laboratory Testing Services
Project Number	23ITB137323A-KM
Supplier	Eurofins Environment Testing Southeast, LLC
Supplier Project Contact	Kari A Hoffmann (preferred language: English)
Performance Program	Professional Services
Evaluation Period	08/07/2024 to 02/08/2025
Effective Date	04/23/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	04/22/2025
Status	Completed
Publication Date	04/23/2025 11:09 AM EDT
Completion Date	04/23/2025 11:09 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **17/20**

Rating

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

Comments Project management is excellent.

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 The vendor is prompt with delivering lab data.

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 Responses are timely.

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.: 25-0837 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1450138A-ST, Fire Hydrants Maintenance and Repairs in the amount not to exceed $300,000.00 with American Flow Service, LLC (Conyers GA), to provide fire hydrants maintenance and repairs. Effective January 1, 2026, through December 31, 2026, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

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

Is this a purchasing item?
Yes

Summary & Background: The Department of Public Works recommends approval of the lowest responsible bidder to provide fire hydrant maintenance and repairs.

Scope of Work: This contract will furnish all materials, labor, tools, equipment, and appurtenances necessary for providing fire hydrant maintenance and repairs for the Department of Public Work. This is an indefinite quantity unit price contract.

Community Impact: Fire hydrants need to be maintained to ensure that they are properly operating for use by the various Fire Departments within the North Fulton Water System to extinguish fires

when called upon during emergencies.

Department Recommendation: The Department of Public Works recommends approval.

A single bid analysis was conducted, and the Department of Purchasing & Contract Compliance has determined it is in the County's best interest to proceed with awarding this procurement.

Project Implications: There are four (4) city Fire Departments, Milton, Alpharetta, Roswell, and Johns Creek, within the North Fulton Water System. Each Fire Department reports any fire hydrant issues to Fulton County as they are discovered. The fire hydrant maintenance and repair contract allow Fulton County to address these problems promptly. Proper maintenance of the water distribution system ensures effective fire extinguishing capabilities and maintains customer safety and confidence in the water system.

Community Issues/Concerns: None that are known by the Public Works Department.

Department Issues/Concerns: The Department of Public Works has no issues or concerns with this agenda item.

Contract Modification: New Procurement

Contract & Compliance Information

Contract Value: **$300,000.00**

Prime Vendor: **American Flow Service, LLC**
Prime Status: **Non-Minority**
Location: **Conyers GA**
County: **Rockdale County**
Prime Value: **$300,000.00 or 100.00%**

Total Contract Value: **$300,000.00 or 100.00%**
Total Certified Value: **$0.00**

Exhibits Attached

Exhibit 1: Recommendation of Award
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: Performance Evaluation

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

Adriana Bustillos, Deputy Director, Public Works, 404-612-7407

Contract Attached

Agenda Item No.: 25-0837 **Meeting Date:** 11/5/2025

No

Previous Contracts

Yes

Total Contract Value

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

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - $300,000.00.

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: Tv renewal options remain

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start: **3/22/2025**
Report Period End: **6/21/2025**

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: August 27, 2025

SUBJECT: 25ITB1450138A-ST, Fire Hydrant Maintenance and Repairs

On September 2, 2025, the Department of Purchasing opened the referenced Invitation to Bid (ITB), receiving only one (1) response. American Flow Services LLC submitted the overall lowest bid.

Therefore, the Department of Public Works is recommending an award to the lowest responsive and responsive bidder, American Flow Services LLC, in the amount of $300,000.00.

Funding is available in the following accounts: 203-540-5453-1160

cc: Adriana Bustillos, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

BID TAB

BID NUMBER/QUOTE #: : 25ITB1450138A-ST					**OPENING DATE:**		8/20/2025	**PAGE NUMBER:**			
BID DESCRIPTION: Fire Hydrant Maintenance and Repairs											
REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS							**CONTACT**				
25ITB1450138A-ST Fire Hydrant Maintenance and Repairs			**VENDOR NAME**		**VENDOR NAME**		**VENDOR NAME**		**VENDOR NAME**		
			American Flow Services, LLC								
			ADDRESS		**ADDRESS**		**ADDRESS**		**ADDRESS**		
			4953 Austin Park Ave, Suite B Buford, Georgia 30094 United States								
			TELEPHONE:		**TELEPHONE**		**TELEPHONE**		**TELEPHONE**		
			678-357-9376								
			CONTACT: Michael Eric Moseley		**CONTACT:**		**CONTACT:**		**CONTACT:**		
ITEM DESCRIPTION	**UNIT**	**QTY**	**UNIT $**	**TOTAL**	**UNIT $**	**TOTAL**	**UNIT $**	**TOTAL**	**UNIT $**	**TOTAL**	
Fire Hydrant Repair (Including Opening and Closing of Fire Hydrant Valve and Flushing of Hydrant)											
Replace Operating Nut	Each	25	$ 104.00	**$ 2,600.00**							
Replace Top Operating Rod	Each	25	$ 640.00	**$ 16,000.00**							
Install New Rod Coupling	Each	25	$ 488.00	**$ 12,200.00**							
Replace Seal/Gasket between Bonnet and Nozzle Section	Each	25	$ 88.00	**$ 2,200.00**							
Replace Hose Nozzle	Each	25	$ 48.00	**$ 1,200.00**							
Replace Pumper Nozzle	Each	25	$ 4.00	**$ 100.00**							
Replace the gasket between the Upper & Lower Standpipe Sections	Each	25	$ 88.00	**$ 2,200.00**							
Replace O-ring seals associated with Hydrant Repair	Each	25	$ 4.00	**$ 100.00**							
Main valve "foot valve" replacement	Each	10	$ 640.00	**$ 6,400.00**							
Replace upper barrel	Each	10	$ 84.00	**$ 840.00**							
Paint Hydrant	Each	500	$ 4.00	**$ 2,000.00**							
Replace upper Valve Plate	Each	60	$ 48.00	**$ 2,880.00**							
Clear Weep Holes	Each	60	$ 88.00	**$ 5,280.00**							
Replace Lower Stem	Each	25	$ 24.00	**$ 600.00**							
Replace Pumper Cap including chains and S Hooks	Each	60	$ 18.00	**$ 1,080.00**							
Replace 2.5" Cap including chains and S Hooks	Each	60	$ 24.00	**$ 1,440.00**							
Replace Seat Ring	Each	60	$ 40.00	**$ 2,400.00**							
Straighten Fire Hydrant, Backfill as needed	Each	60	$ 42.00	**$ 2,520.00**							
Complete Fire Hydrant Service (including Replace Missing Caps, Gaskets: Oil Grease Cap Threads, and Paint Color as Specified on the Work Order: Trim Any Surrounding Vegetation within a 3 Foot Radius, Exercise FH valve (Full Open and Full Close) Flush FH											
Complete Fire Hydrant Service	Each	500	$ 44.00	**$ 22,000.00**							

Replace the Existing Fire Hydrant with a New Fire Hydrant Assembly on the Existing MJ Valve (including Close FH Valve, Removing Existing FH, Removing the Existing Anchor Coupling, Install New Anchor Coupling, Install New FH, Open FH Valve, Flush FH)										
Replace the Existing Fire Hydrant	Each	200	$ 3,200.00	**$ 640,000.00**						
Install New Fire Hydrant Assembly on Existing Water Main (including: Shut Off Water to Line Segment, Cut in Tee & Install Solid Sleeves or Tapping Sleeves as Directed, Pour Blocking, Install FH, Valve, Install Anchor Coupling, Install New FH, Tum on Water to Line Segment, Flush FH)										
Install New Fire Hydrant Assembly on 8" Main with Solid Sleeves	Each	1	$ 4,800.00	**$ 4,800.00**						
Install New Fire Hydrant Assembly on 8" Main with Tapping Sleeves	Each	2	$ 7,000.00	**$ 14,000.00**						
Install New Fire Hydrant Assembly on 10" Main with Solid Sleeves	Each	1	$ 4,800.00	**$ 4,800.00**						
Install New Fire Hydrant Assembly on 10" Main with Tapping Sleeves	Each	1	$ 8,000.00	**$ 8,000.00**						
Install New Fire Hydrant Assembly on 12" Main with Solid Sleeves	Each	1	$ 6,000.00	**$ 6,000.00**						
Install New Fire Hydrant Assembly on 12" Main with Tapping Sleeves	Each	2	$ 10,000.00	**$ 20,000.00**						
Install New Fire Hydrant Assembly on 16" Main with Solid Sleeves	Each	2	$ 10,000.00	**$ 20,000.00**						
Install New Fire Hydrant Assembly on 16" Main withTapping Sleeves	Each	1	$ 10,800.00	**$ 10,800.00**						
Install New Fire Hydrant Assembly on 24" Main with Solid Sleeves	Each	1	$ 14,800.00	**$ 14,800.00**						
Install New Fire Hydrant Assembly on 24" Main with Tapping Sleeves	Each	1	$ 20,000.00	**$ 20,000.00**						
Install Mechanical Joint Valve on Existing Fire Hydrant (including: Shut Off Water to Line Segment, Remove Existing FH, Install Hydrant Valve, Install Anchor Coupling, Reinstall New Hydrant, Tum on Water to Line Segment, Flush Hydrant)										
Install Mechanical Joint Valve	Each	10	$ 4,800.00	**$ 48,000.00**						
Horizontal Extension of Fire Hydrant Using Ductile Iron Pipe and Rodding										
1 L.F	Linear Foot	150	$ 80.00	**$ 12,000.00**						
Vertical Extension of Fire Hydrant Using Extensions										
6"	Each	100	$ 1,400.00	**$ 140,000.00**						
12"	Each	60	$ 1,800.00	**$ 108,000.00**						
18"	Each	25	$ 600.00	**$ 15,000.00**						
24"	Each	25	$ 200.00	**$ 5,000.00**						
36"	Each	25	$ 188.00	**$ 4,700.00**						
Repair/Replacement of Curb and Gutter										
Per Linear Foot	Linear Foot	50	$ 14.00	**$ 700.00**						
Repair/Replacement of Sidewalk										
Per Square Foot	Square Foot	500	$ 40.00	**$ 20,000.00**						
Repair of Road Cut										
Per Square Foot	Square Foot	400	$ 40.00	**$ 16,000.00**						
Road Cut Milling										
Per Square Foot	Square Foot	250	$ 8.00	**$ 2,000.00**						
Erosion and Sediment Control										
Per Square Foot	Square Foot	100	$ 2.00	**$ 200.00**						
Poured Concrete Shock Collar 24 inches x 40 inches x 6 inches thick										
Per Collar	Each	250	$ 540.00	**$ 135,000.00**						
Traffic Control										
Traffic Control - Std. DOT Barrier	Linear Foot	100	$ 20.00	**$ 2,000.00**						
Traffic Control - MUTCD Std. Safety Barrel	Each	20	$ 40.00	**$ 800.00**						
Traffic Control - Certified Flagman	HRS	40	$ 160.00	**$ 6,400.00**						
Traffic Control - Light Plant	HRS	40	$ 4.00	**$ 160.00**						
Traffic Control - Electronic Message Board	HRS	40	$ 20.00	**$ 800.00**						

Replacement of SOD The contractor shall maintain until final acceptance of the work by the owner.											
SOD - Per Square Foot	Square Foot	1000	$	14.00	**$**	**14,000.00**					
Hydro Vacuum Excavation	HRS	200	$	511.25	**$**	**102,250.00**					

GRAND TOTAL:	**$1,480,250.00**	**$0.00**	**$0.00**	**$0.00**
BIDS MAILED	**NO RESPONSE:**	**ASSISTANT PURCHASING AGENT:**		
BIDS RECEIVED:	**NO-BIDS:**	**CHIEF ASSISTANT:**		
		DEPT. AUTHORIZATION:		

Performance Evaluation Details

ID	E5
Project	Fire Hydrant Maintenance and Repairs
Project Number	22ITB093A-KM
Supplier	american flow services,llc
Supplier Project Contact	Michael e Moseley (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	03/22/2025 to 06/21/2025
Effective Date	07/02/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	07/01/2025
Status	Completed
Publication Date	07/02/2025 02:04 PM EDT
Completion Date	07/02/2025 02:04 PM 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*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0838 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Public Works Department, 25ITB1430583A-KM, Water Meter Testing and Repairs in an amount not to exceed $218,650.00 with Taylor Made Industries Inc., dba Taylor Meter Technologies, (Atlanta, GA) to provide water meter testing and repairs. Effective January 1, 2026, through December 31, 2026, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

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

Is this a purchasing item?
Yes

Summary & Background: The Department of Public Works requests approval of the contract to the lowest responsible bidder, Taylor Made Industries Inc., dba Taylor Meter Technologies.

Scope of Work: This contract will provide for the testing of water meters and will verify the accuracy of the meters used throughout the water supply system in North Fulton County. The service includes the performance of necessary repairs on the water meters, as directed by Fulton County Public Works staff.

Community Impact: By providing independent meter testing, customer billing issues are resolved efficiently, and customer confidence is increased by meter testing and correct billing. The accuracy of meters directly affects revenue, which is a factor in determining water rates.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Water meter testing and repairs of large meters ensures water meter accuracy and associated billing accuracy. The annual testing of meters increases revenue, provides correct billing, and decreases refunds and other issues associated with inaccurate water billing.

Community Issues/Concerns: No community issues or concerns have been presented to the Department of Public Works by the community.

Department Issues/Concerns: The Department of Public Works has no issues or concerns with the award of the contract as presented.

Contract Modification: This is a new procurement

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

Contract Value: **$218,650.00**

Prime Vendor: **Taylor Made Industries Inc., dba Taylor Meter Technologies**
Prime Status: **Small Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$218,650.00 or 100%**
Subcontractor: **None**

Total Contract Value: **$218,650.00 or 100%**
Total Certified Value: **-0-**

Exhibits Attached

Exhibit 1: Recommendation Memo
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: Contractor Performance Memo

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

Adriana Bustillos, Deputy Director, Public Works, 404-612-7407

Contract Attached

No

Agenda Item No.: 25-0838 **Meeting Date:** 11/5/2025

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$218,650.00
TOTAL:	$218,650.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services, $218,650.00

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: Tv renewal options remain

Overall Contractor Performance Rating: New Vendor

Would you select/recommend this vendor again?
Choose an item.

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

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: September 15, 2025

SUBJECT: 25ITB1430583A-KM, Water Meter Testing and Repairs

On September 10, 2025, the Department of Purchasing opened the referenced Invitation to Bid (ITB), receiving two (2) responses. Taylor Meter Technologies, Inc., dba Taylor Made Industries submitted the overall lowest bid.

Therefore, the Department of Public Works is recommending an award to the lowest responsive bidder, Taylor Meter Technologies, Inc., dba Taylor made industries in the amount of $218,650.00.

Funding is available in the following account: 203-540-5453-1160

cc: Adriana Bustillos, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

BID TAB

BID NUMBER/QUOTE #: : 25ITB1430583A-KM			**OPENING DATE:**	9/10/2025	**PAGE NUMBER:**		
BID DESCRIPTION: Water Meter Testing and Repairs							
REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS					**CONTACT**		
25ITB1430583A-KM, Water Meter Testing and Repairs			**VENDOR NAME**		**VENDOR NAME**		**VENDOR NAME**		**VENDOR NAME**	
			Taylor Meter Technologies		**UWS, INC**					
			ADDRESS		**ADDRESS**		**ADDRESS**		**ADDRESS**	
			2833 Windsor Forrest CT Atlanta, GA 30349 United States		**PO Box 519 Trion, Georgia 30753 United States**					
			TELEPHONE:		**TELEPHONE**		**TELEPHONE**		**TELEPHONE**	
			CONTACT: Cory Taylor		**CONTACT: Zach Hughes**		**CONTACT:**		**CONTACT:**	
ITEM DESCRIPTION	**UNIT**	**QTY**	**UNIT $**	**TOTAL**	**UNIT $**	**TOTAL**	**UNIT $**	**TOTAL**	**UNIT $**	**TOTAL**
Test 1 ½" positive displacement meter for accuracy	Each	120	$ 45.00	**$ 5,400.00**	$ 50.00	**$ 6,000.00**				
Test 2" positive displacement meter for accuracy	Each	400	$ 45.00	**$ 18,000.00**	$ 50.00	**$ 20,000.00**				
Test 2" compound meter for accuracy	Each	150	$ 45.00	**$ 6,750.00**	$ 175.00	**$ 26,250.00**				
Test 3" compound meter for accuracy	Each	140	$ 125.00	**$ 17,500.00**	$ 205.00	**$ 28,700.00**				
Test 4" compound meter for accuracy	Each	100	$ 125.00	**$ 12,500.00**	$ 205.00	**$ 20,500.00**				
Test 6" compound meter for accuracy	Each	50	$ 125.00	**$ 6,250.00**	$ 205.00	**$ 10,250.00**				
Test 4" compound meter for accuracy	Each	70	$ 125.00	**$ 8,750.00**	$ 205.00	**$ 14,350.00**				
Test 6" compound meter for accuracy	Each	250	$ 125.00	**$ 31,250.00**	$ 205.00	**$ 51,250.00**				
Test 8" compound meter for accuracy	Each	450	$ 125.00	**$ 56,250.00**	$ 205.00	**$ 92,250.00**				
Test 10" compound meter for accuracy	Each	10	$ 125.00	**$ 1,250.00**	$ 205.00	**$ 2,050.00**				
Test 12" compound meter for accuracy	Each	1	$ 125.00	**$ 125.00**	$ 205.00	**$ 205.00**				
Test 1 ½" Reuse meter for accuracy	Each	6	$ 125.00	**$ 750.00**	$ 50.00	**$ 300.00**				
Test 2" Reuse meter for accuracy	Each	5	$ 125.00	**$ 625.00**	$ 50.00	**$ 250.00**				
Test 8" Reuse meter for accuracy	Each	1	$ 125.00	**$ 125.00**	$ 205.00	**$ 205.00**				
Test 10" Reuse meter for accuracy	Each	1	$ 125.00	**$ 125.00**	$ 205.00	**$ 205.00**				
Test 12" Reuse meter for accuracy	Each	4	$ 125.00	**$ 500.00**	$ 205.00	**$ 820.00**				
Hourly rate to repair & re- test meters	Per Hour	300	$ 75.00	**$ 22,500.00**	$ 125.00	**$ 37,500.00**				
Allowance for Repair Parts				**$ 30,000.00**		**$ 30,000.00**				
GRAND TOTAL:				**$218,650.00**		**$341,085.00**		**$0.00**		**$0.00**
BIDS MAILED			**NO RESPONSE:**		**ASSISTANT PURCHASING AGENT:**					
BIDS RECEIVED:			**NO-BIDS:**		**CHIEF ASSISTANT:**					
					DEPT. AUTHORIZATION:					

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: September 30, 2025

SUBJECT: Contractor Performance Memo

The contractor listed below has not provided services to the Fulton County Public Works Department since 2020. As a result, we have not had the opportunity to evaluate their current performance.

Project: Water Meter Testing and Repairs

Project #: 25ITB1430583A-KM

Contractor:
Taylor Made Industries Inc., dba Taylor Meter Technologies
2833 Windsor Forrest CT
Atlanta, Georgia 30349

If you require additional information, please contact David Clark 404-612-2804.

cc: Adriana Bustillos, Deputy Director, Public Works 10/01/25
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0839 **Meeting Date:** 11/5/2025

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1421243A-ST Standby Utility Pavement Patching and Paving Services in an amount not to exceed $368,045.00 with the K&E Group USA LLC (Atlanta, GA) to provide standby utility pavement patching and pavement services. Effective January 1, 2026, through December 31, 2026, with two renewal options.

Requirement for Board Action
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
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: To provide standby utility pavement patching and paving services.

Scope of Work: The contract provides standby utility pavement patching and paving services for pavement patching projects. These projects repair pavement damaged by water and sewer maintenance, installation, and repair that total up to less than 300 square yards. The work consists of providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of streets, sidewalks, curbs and gutters, and other pavement within Fulton County. The work includes providing an emergency paving repair crew on an as-needed basis. The work will

be performed in various locations throughout Fulton County.

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

Department Recommendation: The Department of Public Works recommends approval.

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

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

Department Issues/Concerns: No issues or concerns have been raised by the Department of Public Works regarding the proposed low bidder.

Contract Modification: This is a new procurement

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

Total Contract **$368,045.00**

Prime Vendor: **K & E Group USA LLC**
Prime Status: **African American Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$257,631.50 or 70.00%**

Subcontractor: **Kemi Construction**
Subcontractor Status: **African American Male Business Enterprise**
Location: **College Park, GA**
County: **Fulton County**
Contract Value: **$73,609.00 or 20.00%**

Subcontractor: **ACS Concrete Conyers**
Subcontractor Status: **Non-Minority**
Location: **Conyers, GA**
County: **Rockdale County**
Contract Value: **$36,804.50 or 10.00%**

Total Contract Value: **$368,045.00 or 100%**
Total Certified Value: **$331,240.50 or 90%**

Exhibits Attached

Exhibit 1: Recommendation Letter
Exhibit 2: Bid Tabulation Sheet

Agenda Item No.: 25-0839 **Meeting Date:** 11/5/2025

Exhibit 3: Performance Evaluation

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$368,045.00
TOTAL:	$368,045.00

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-W053: Water & Sewer R & E, Public Works, $368,045.00

Key Contract Terms	
Start Date: 1/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: Tv renewal options

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/14/2025**

Report Period End: **3/13/2025**

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM

FULTON COUNTY

TO: Felicia Strong-Whitaker, Purchasing

FROM: David Clark, Director DC

DATE: September 23, 2025

SUBJECT: 25ITB1421243A-ST
Standby Utility Pavement Patching and Pavement Services

On September 23, 2025, the Department of Purchasing opened an Invitation to Bid (ITB). There were three (2) responses. The K&E Group USA, LLC provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending the award to the overall lowest responsive and responsible bidder, The K&E Group USA, LLC, in the amount of $368,045.00.

If you require additional information, please contact David Clark 404-612-2804.

cc: Wyvern Budram, Traffic Operations Manager, Public Works- Wyvern Budram
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works *AEW 9/30/25*
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

25ITB1421243A-ST, Standby Utility Pavement Patching and Pavement Services			VENDOR NAME The K&E Group USA LLC ADDRESS 3137 Daleview Way, Atlanta, Georgia 30331 United States TELEPHONE: 404.990.0939 CONTACT: Kemi Inegbedion		VENDOR NAME East Coast Grading ADDRESS 1111 Commerce Drive Madison, Georgia 30650 United States TELEPHONE 770.266.0505 CONTACT: Taylor Parkerson		VENDOR NAME ADDRESS TELEPHONE CONTACT:		VENDOR NAME ADDRESS TELEPHONE CONTACT:	
ITEM DESCRIPTION	UNIT	QTY	UNIT $	TOTAL	UNIT $	TOTAL	UNIT $	TOTAL	UNIT $	TOTAL
1. For Projects less than $25,000	Ea	50	$ 1,500.00	$ 75,000.00	$ 5,000.00	$ 250,000.00	$ -	$ -	$ -	$ -
2. For Projects $25,000 to $75,000	Ea	20	$ 2,000.00	$ 40,000.00	$ 3,500.00	$ 70,000.00	$ -	$ -	$ -	$ -
3. For Projects more than $75,000	Ea	5	$ 2,500.00	$ 12,500.00	$ 2,500.00	$ 12,500.00	$ -	$ -	$ -	$ -
4. Utility Patch Repair	Square Yard	50	$ 20.00	$ 1,000.00	$ 150.00	$ 7,500.00	$ -	$ -	$ -	$ -
5. Gravel Driveway Replacement	Square Yard	10	$ 20.00	$ 200.00	$ 250.00	$ 2,500.00	$ -	$ -	$ -	$ -
6. Asphalt Driveway Replacement	Square Yard	60	$ 10.00	$ 600.00	$ 100.00	$ 6,000.00	$ -	$ -	$ -	$ -
7. Concrete Driveway – Residential	Square Yard	100	$ 18.00	$ 1,800.00	$ 108.00	$ 10,800.00	$ -	$ -	$ -	$ -
8. Concrete Driveway – Commercial	Square Yard	100	$ 18.00	$ 1,800.00	$ 144.00	$ 14,400.00	$ -	$ -	$ -	$ -
9. Concrete Sidewalk	Square Yard	500	$ 18.00	$ 9,000.00	$ 54.00	$ 27,000.00	$ -	$ -	$ -	$ -
10. Type A Wheelchair Ramp	Ea	10	$ 200.00	$ 2,000.00	$ 1,500.00	$ 15,000.00	$ -	$ -	$ -	$ -
11. Type B Wheelchair Ramp	Ea	10	$ 200.00	$ 2,000.00	$ 1,500.00	$ 15,000.00	$ -	$ -	$ -	$ -
12. Type C Wheelchair Ramp	Ea	10	$ 200.00	$ 2,000.00	$ 1,500.00	$ 15,000.00	$ -	$ -	$ -	$ -
13. Type D Wheelchair Ramp	Ea	10	$ 200.00	$ 2,000.00	$ 1,500.00	$ 15,000.00	$ -	$ -	$ -	$ -
14. 24-inch Concrete Curb and Gutter	Linear Foot	200	$ 10.00	$ 2,000.00	$ 35.00	$ 7,000.00	$ -	$ -	$ -	$ -
15. 30-inch Concrete Curb and Gutter	Linear Foot	200	$ 12.00	$ 2,400.00	$ 45.00	$ 9,000.00	$ -	$ -	$ -	$ -
16. Granite Curb	Linear Foot	200	$ 10.00	$ 2,000.00	$ 90.00	$ 18,000.00	$ -	$ -	$ -	$ -
17. S i n g l e - w i n g Catchbasin Top	Ea	20	$ 450.00	$ 9,000.00	$ 3,000.00	$ 60,000.00	$ -	$ -	$ -	$ -
18. D o u b l e - w i n g Catchbasin Top	Ea	20	$ 550.00	$ 11,000.00	$ 3,000.00	$ 60,000.00	$ -	$ -	$ -	$ -
19. Catchbasinwith Casting with Hood – Type A Top	Ea	10	$ 500.00	$ 5,000.00	$ 2,000.00	$ 20,000.00	$ -	$ -	$ -	$ -
20. Type E with Hood Drop Inlet Top	Ea	10	$ 500.00	$ 5,000.00	$ 2,000.00	$ 20,000.00	$ -	$ -	$ -	$ -
21. Adjust Existing Manhole Cover to Grade	Ea	10	$ 50.00	$ 500.00	$ 2,500.00	$ 25,000.00	$ -	$ -	$ -	$ -
22. Adjust Existing Precast Manhole	Ea	20	$ 100.00	$ 2,000.00	$ 2,500.00	$ 50,000.00	$ -	$ -	$ -	$ -
23. Adjust Existing Brick Manhole	Ea	5	$ 100.00	$ 500.00	$ 2,500.00	$ 12,500.00	$ -	$ -	$ -	$ -
24. Valve Adjustment in Pavement	Ea	20	$ 18.00	$ 360.00	$ 2,000.00	$ 40,000.00	$ -	$ -	$ -	$ -
25. Asphalt Pavement Removal and Replacement (Type A Cut Repair)	Square Yard	500	$ 40.00	$ 20,000.00	$ 76.00	$ 38,000.00	$ -	$ -	$ -	$ -
26. Asphalt Pavement Removal and Replacement (Type C Cut Repair)	Square Yard	1000	$ 30.00	$ 30,000.00	$ 200.00	$ 200,000.00	$ -	$ -	$ -	$ -
27. Road Surface Milling, Less than 50 SY	Square Yard	1000	$ 3.00	$ 3,000.00	$ 200.00	$ 200,000.00	$ -	$ -	$ -	$ -
28. Road Surface Milling, 50 SY to 200 SY	Square Yard	2000	$ 3.00	$ 6,000.00	$ 75.00	$ 150,000.00	$ -	$ -	$ -	$ -
29. Road Surface Milling, 200 SY to 5,000 SY	Square Yard	2000	$ 3.00	$ 6,000.00	$ 5.00	$ 10,000.00	$ -	$ -	$ -	$ -
30. Road Surface Milling, More than 5,000 SY	Square Yard	5000	$ 3.00	$ 15,000.00	$ 3.00	$ 15,000.00	$ -	$ -	$ -	$ -

25ITB1421243A-ST, Standby Utility Pavement Patching and Pavement Services			VENDOR NAME The K&E Group USA LLC ADDRESS 3137 Daleview Way, Atlanta, Georgia 30331 United States TELEPHONE: 404.990.0939 CONTACT: Kemi Inegbedion		VENDOR NAME East Coast Grading ADDRESS 1111 Commerce Drive Madison, Georgia 30650 United States TELEPHONE 770.266.0505 CONTACT: Taylor Parkerson		VENDOR NAME ADDRESS TELEPHONE CONTACT:		VENDOR NAME ADDRESS TELEPHONE CONTACT:	
31. Road Surface Overlay, Less than 50 SY	Square Yard	1000	$ 3.00	$ 3,000.00	$ 130.00	$ 130,000.00	$ -	$ -	$ -	$ -
32. Road Surface Overlay, 50 SY to 200 SY	Square Yard	2000	$ 3.00	$ 6,000.00	$ 50.00	$ 100,000.00	$ -	$ -	$ -	$ -
33. Road Surface Overlay, 200 SY to 5,000 SY	Square Yard	2000	$ 3.00	$ 6,000.00	$ 17.00	$ 34,000.00	$ -	$ -	$ -	$ -
34. Road Surface Overlay, More than 5,000 SY	Square Yard	5000	$ 3.00	$ 15,000.00	$ 11.00	$ 55,000.00	$ -	$ -	$ -	$ -
35. 4- or 5- Std. DOT Striping - Paint	Linear Foot	2000	$ 0.50	$ 1,000.00	$ 0.85	$ 1,700.00	$ -	$ -	$ -	$ -
36. 4- or 5- Std. DOT Striping - Thermoplastic	Linear Foot	2000	$ 0.50	$ 1,000.00	$ 1.20	$ 2,400.00	$ -	$ -	$ -	$ -
37. Std. DOT Stop Bar – Paint	Linear Foot	1000	$ 0.50	$ 500.00	$ 3.00	$ 3,000.00	$ -	$ -	$ -	$ -
38. Std.DOTTYPE1 TurnArrow– Thermoplastic	Linear Foot	50	$ 0.10	$ 5.00	$ 75.00	$ 3,750.00	$ -	$ -	$ -	$ -
39. Std.DOTTYPE1 Turn Arrow – Paint	Ea	50	$ 10.00	$ 500.00	$ 25.00	$ 1,250.00	$ -	$ -	$ -	$ -
40. Std.DOTTYPE2 TurnArrow– Thermoplastic	Ea	50	$ 10.00	$ 500.00	$ 75.00	$ 3,750.00	$ -	$ -	$ -	$ -
41. Std.DOTTYPE2 Turn Arrow – Paint	Ea	50	$ 10.00	$ 500.00	$ 25.00	$ 1,250.00	$ -	$ -	$ -	$ -
42. Std. DOT Symbol – ONLY - Paint	Ea	30	$ 10.00	$ 300.00	$ 75.00	$ 2,250.00	$ -	$ -	$ -	$ -
43. Std. DOT Symbol – ONLY - Thermoplastic	Ea	30	$ 10.00	$ 300.00	$ 250.00	$ 7,500.00	$ -	$ -	$ -	$ -
44. Std.DOT 6 x 40 Quadrupole Loop	Ea	20	$ 10.00	$ 200.00	$ 2,500.00	$ 50,000.00	$ -	$ -	$ -	$ -
45. Std. DOT Plastic Road Barrier	Each Day	50	$ 3.00	$ 150.00	$ 15.00	$ 750.00	$ -	$ -	$ -	$ -
46. MUTCD Std. Safety Barrel	Each Day	100	$ 3.00	$ 300.00	$ 15.00	$ 1,500.00	$ -	$ -	$ -	$ -
47. Police Cruiser	Hr	50	$ 50.00	$ 2,500.00	$ 100.00	$ 5,000.00	$ -	$ -	$ -	$ -
48. Certified Flagman	Hr	100	$ 25.00	$ 2,500.00	$ 75.00	$ 7,500.00	$ -	$ -	$ -	$ -
49. Light Plant	Hr	100	$ 20.00	$ 2,000.00	$ 40.00	$ 4,000.00	$ -	$ -	$ -	$ -
50. Electronic Message Board	Each Day	5	$ 60.00	$ 300.00	$ 250.00	$ 1,250.00	$ -	$ -	$ -	$ -
51. Construction Exit	Ea	5	$ 1,200.00	$ 6,000.00	$ 2,500.00	$ 12,500.00	$ -	$ -	$ -	$ -
52. Reinforced Silt Fence Type S	Linear Foot	300	$ 5.00	$ 1,500.00	$ 5.00	$ 1,500.00	$ -	$ -	$ -	$ -
53. Hay Bale Check Dams	Ea	30	$ 5.00	$ 150.00	$ 250.00	$ 7,500.00	$ -	$ -	$ -	$ -
54. Inlet Sediment Traps	Ea	10	$ 500.00	$ 5,000.00	$ 250.00	$ 2,500.00	$ -	$ -	$ -	$ -
55. Pigs-in-Blanket	Ea	10	$ 125.00	$ 1,250.00	$ 250.00	$ 2,500.00	$ -	$ -	$ -	$ -
56. Tree Protection Fence	Linear Foot	300	$ 0.50	$ 150.00	$ 4.00	$ 1,200.00	$ -	$ -	$ -	$ -
57. Temporary Seeding	Square Yard	2000	$ 0.35	$ 700.00	$ 1.00	$ 2,000.00	$ -	$ -	$ -	$ -
58. Permanent Seeding	Square Yard	2000	$ 0.54	$ 1,080.00	$ 1.00	$ 2,000.00	$ -	$ -	$ -	$ -
59. Sod Grassing	Square Yard	2000	$ 20.00	$ 40,000.00	$ 15.00	$ 30,000.00	$ -	$ -	$ -	$ -
60. Owner Controlled Contingency			$ 50,000.00	$ -	$ 1.00	$ 50,000.00	$ -	$ -	$ -	$ -
GRAND TOTAL:				$368,045.00		$1,922,750.00		$0.00		$0.00
BIDS MAILED			NO RESPONSE:		ASSISTANT PURCHASING AGENT:					
BIDS RECEIVED:			NO-BIDS:		CHIEF ASSISTANT:					

25ITB1421243A-ST, Standby Utility Pavement Patching and Pavement Services	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME
	The K&E Group USA LLC	East Coast Grading		
	ADDRESS	ADDRESS	ADDRESS	ADDRESS
	3137 Daleview Way, Atlanta, Georgia 30331 United States	1111 Commerce Drive Madison, Georgia 30650 United States		
	TELEPHONE:	TELEPHONE	TELEPHONE	TELEPHONE
	404.990.0939	770.266.0505		
	CONTACT: Kemi Inegbedion	CONTACT: Taylor Parkerson	CONTACT:	CONTACT:
		DEPT. AUTHORIZATION:		

Performance Evaluation Details

ID	E3
Project	Standby Utility Pavement Patching and Paving Services
Project Number	23ITB139005A-JWT
Supplier	The K&E Group USA LLC
Supplier Project Contact	Kemi Inegbedion (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/14/2025 to 03/13/2025
Effective Date	05/06/2025
Evaluation Type	Formal
Interview Date	03/12/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/06/2025 08:06 AM EDT
Completion Date	05/06/2025 08:06 AM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **20/20**

Rating

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

Comments This is an on-call emergency repair contract. The Contractors' response time to notification, quality of work and communication with Project Manager exceeds expectations.

TIMELINESS OF PERFORMANCE **20/20**

Rating

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

Comments Response time to requests for repairs, duration of repairs and quality of work exceeded expectations.

BUSINESS RELATIONS **20/20**

Rating

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

Comments Although not required, the contractor provide daily project status updates.

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 Questions and calls from the Project Manager are promptly responded. and homeowners adjacent to worksites often report of the great customer service received from the contractor and work crews.

COST CONTROL **20/20**

Rating

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

Comments Repairs are completed within the scope, schedule and budget. No change order or price increase has been requested.

GENERAL COMMENTS

Comments *Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0840 **Meeting Date:** 11/5/2025

Department
Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Memorandum of Understanding (MOU) between Fulton County, the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD) and Grady Memorial Hospital Corporation d/b/a Grady Health System for the purpose of continuing integrating strategies to provide medication assisted outpatient treatment of substance abuse for Fulton County residents. Fulton County shall pay Grady Memorial Hospital in an amount not to exceed $464,000.00 annually or as otherwise provided by an amendment to this MOU. Effective January 1, 2026 through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
West's Code of Georgia 36-10-1: All official contracts entered into by the County governing authority and with other persons on behalf of the County shall be in writing and entered in its minutes.

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

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

Is this a purchasing item?
No

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

Scope of Work: In response to the Opioid crisis continuing to plague our community, the Department of Behavioral Health & Developmental Disabilities would like to continue the partnership with Grady Behavioral Health Outpatient Clinic Medication-Assisted Treatment (MAT) program for Fulton County residents seeking

services for Opioid Use Disorders. BHDD would like to continue collaborating with Grady to increase the capacity of their MAT program established in September 2017, from 60 to 80 unique individuals by the end of 2026. The goal is to provide MAT through the use of medications in combination with counseling and behavioral therapies for the treatment of substance use disorders. This MOU will ensure Fulton County residents have access to Grady's MAT program, inclusive of intensive outpatient treatment services, while utilizing buprenorphine and naloxone (Suboxone) medication to treat Opioid-Use Disorders. These medications can be life-saving by sustaining recovery compared to traditional abstinence based alternatives. Grady's partnership with Emory and Morehouse Schools of Medicine has strengthened their ability to provide a unique staffing blend, including toxicologists and addictionologists, to serve the needs of Fulton County residents with opioid use disorders.

Community Impact: Fulton County through the Department of BHDD desires to continue to collaborate with Grady to increase the capacity of their MAT program from 60 to 80 unique individuals by the end of 2026.

Department Recommendation: The Fulton County Department of Behavioral Health and Developmental Disabilities recommends the approval of the Memorandum of Understanding.

Project Implications: The services described under this MOU shall be performed by Grady Health System MAT Program for a total amount of $464,000.00. The funding line is 100-730-7300-1089.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

100-730-7300-1089

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MEMORANDUM OF UNDERSTANDING

WITH

GRADY MEMORIAL HOSPITAL CORPORATION d/b/a GRADY HEALTH SYSTEM

I. PARTIES

This Memorandum of Agreement ("MOU") is made and entered into by and between **Grady Memorial Hospital Corporation d/b/a Grady Health System, through its Medication Assisted-Outpatient Treatment (MAOT) Clinic program,** (hereinafter "Grady" or "Grady Health System) and **Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter, "Fulton County",** by and through its **Department of Behavioral Health and Developmental Disabilities,** (hereinafter, "FCDBHDD"), each a "Party" and collectively the "Parties", for the purpose of integrating strategies to provide medication assisted outpatient treatment of substance use disorders for Fulton County residents.

II. PURPOSE

In response to the Opioid epidemic plaguing our community, FCDBHDD is entering into a partnership with the Grady Medication Assisted-Outpatient Treatment (MAOT) program for Fulton County residents seeking services for Opioid Use Disorders. The FCDBHDD would like to collaborate with Grady to increase the capacity of their MAOT program established in September 2017, from 60 to 80 unique individuals by the end of 2026.

III. GOAL

The goal of the partnership is to provide Medication Assisted-Outpatient Treatment through the use of medications in combination with counseling and behavioral therapies for the treatment of substance use disorders. This MOU will ensure Fulton County residents have access to Grady's MAOT program providing intensive outpatient services utilizing buprenorphine and naloxone (Suboxone®) medication to treat Opioid-Use Disorders which can be life-saving by sustaining recovery compared to traditional abstinence based alternatives. Grady's partnership with Emory and Morehouse Schools of Medicine has strengthened their ability to provide a unique staffing blend, including toxicologists and addictionologists, to serve the needs of Fulton County residents with opioid use disorders.

IV. TERM

This Memorandum shall commence on the date of Board of Commissioner's approval and is effective from January 1, 2026 through December 31, 2026, unless sooner terminated as set forth herein ("Initial Term"). At the end of the Initial Term and any subsequent renewal term, the Parties have the option to renew this MOU in writing for successive one (1) year terms commencing on January 1 and ending on December 31 of each year, subject to appropriation of funding for the year in which the MOU is renewed and upon approval of

their governing bodies under the same terms and conditions herein. Where funding is not appropriated, the MOU shall end immediately without any financial liability on the FCDBHDD.

V. TERMINATION

Termination for Convenience. Notwithstanding any other provisions of this MOU, either party may terminate this MOU for its convenience, with the consent and approval of the governing body of that party, by giving thirty (30) days advance written notice of termination to the other party.

Termination for Cause. Either party may terminate this MOU for cause by providing fifteen (15) days' notice to the defaulting/breaching party of the intent to terminate, provided that the defaulting/breaching party has the right to cure the default within the 15 days, or has taken substantial steps to cure the default within a reasonable timeframe by providing a written plan of the steps to effectuate the cure.

VI. PARTY RESPONSIBILITIES / SERVICES

A. Grady will use commercially reasonable efforts to provide:

1. Physicians / providers: Buprenorphine treatment is provided by DEA X-waivered providers only, in accordance with federal guidelines. Drs. Brent W. Morgan and Alaina Steck and Aalok Chandora are currently X-waivered physicians and are thus licensed buprenorphine providers.

2. MAT follows established guidelines for in-office induction: during the index visit, patients are provided an initial standard dose of buprenorphine/naloxone, after which they are observed for a period of 1 – 2 hours. During this 1 – 2 hour observation window, patients may avail themselves of other available services, such as establishing care with social services or participating in a group therapy or individual counseling session. Patients are then reassessed by the MAT physician to determine whether additional titration of buprenorphine/naloxone is indicated. If so, patients receive an additional, standard dose of medication. At that time, patients are provided a prescription for 2 – 3 days' worth of medication, with instructions to return for follow up for re-evaluation.

3. Laboratory evaluation: At the index visit, all patients who do not have recent lab results in the Grady EMR will undergo screening for human immunodeficiency virus (HIV), hepatitis B and C virus (HBV / HCV), and testing for baseline markers of organ function with a complete blood count (CBC), comprehensive metabolic panel (Chem14), and urinalysis (UA). At each follow up visit, patients will undergo a standard panel of urine drug testing to assess for compliance with buprenorphine/naloxone therapy and to evaluate for concurrent lapses in substance use (e.g., other opioids, cocaine, marijuana, etc.). Patients found to have hepatic dysfunction or hepatitis will require periodic monitoring of liver function tests (LFTs) while on buprenorphine/naloxone.

4. Contingency management: Continued treatment with buprenorphine/naloxone will be contingent on a number of factors, to be delineated in a program agreement discussed with and signed by each patient upon enrollment. These contingencies include regular follow up with psychiatric and social services as deemed necessary by our colleagues at the outpatient clinic and continued abstinence from other substances of abuse as monitored by urine drug testing at each MAOT appointment. Compliance with psychiatric treatment can be monitored via the Grady EMR and direct communication with providers. A single lapse in sobriety (e.g., a single cocaine-positive drug screen) will not be grounds for immediate dismissal from the clinic but rather will be an indication for escalation of addiction treatment services, such as more frequent counseling or adjustment of psychiatric medications. Multiple recurrent positive urine drug screens, however, or evidence of diversion of medication, will be grounds for discontinuation of buprenorphine/naloxone therapy.

5. Therapeutic interventions: In addition to medications, individuals admitted to this program are provided individual and group therapies by a Licensed Behavioral Health Counselor and Peer Counselors. Connection with local 12-step support groups is also key in sustaining long term recovery.

6. Educational mission: There are currently extremely limited resources to train experienced addiction providers in Georgia. Grady Health System is the largest teaching hospital in the state, and this MAOT clinic will also provide invaluable training opportunities for Grady's residents, fellows, nurse practitioners, and physician assistants from a variety of specialties.

7. The Grady Medication Assisted Outpatient program is housed in the same physical location as the current Grady Behavioral Services at 10 Park Place. This provides a streamlined patient flow and allows patients ready access to the full array of services offered by the Grady Behavioral Health clinic. Medication Assisted Therapy (MAT) for Opioid Use Disorders is provided in the form of buprenorphine/ naloxone (Suboxone®); methadone is not provided.

B. Fulton County, through its Department of Behavioral Health and Developmental Disabilities will use its best efforts to:

Monitor Grady's compliance with the following key performance indicators during each quarter of 2026 **and** refer appropriate Fulton County residents for treatment in the Grady MAOT program and adhere to HIPAA and local, state, and federal laws and regulations regarding patient confidentiality.

1. Number of Fulton County residents seen by MD's in the hospital who are in need of Opioid treatment. This is a verbal intervention only. (Target= 10-20).

2. Number of Fulton County residents who received an induction dose of Buprenorphine while in the hospital. (Target= 10-20).

3. Number of new Fulton County residents seen at 10 Park Place (may include walk-ins or follow-up from the hospital and the North Fulton Service Center. (Target = 6-20).

VII. COMPENSATION

FCDBHDD will pay Grady Health System $464,000.00 for MAOT clinic services rendered, payable in equal installments on a monthly basis in compensation for said services through the end of 2026. The County agrees to compensate Grady Health System in accordance with Exhibit "A," attached hereto and incorporated by reference, but in the not to exceed amount provided in this paragraph.

VIII. ENTIRE AGREEMENT

This MOU and all exhibits and attachments hereto, contains the entire and complete understanding and agreement between the Parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

IX. AMENDMENTS

This MOU may be amended or modified by mutual consent of the Parties, provided any and all such amendments or modifications shall be in writing and signed by the authorized representatives of both Parties.

X. ATTACHMENTS

Exhibit "A."

XI. NOTICE

The contacts of each Party to this MOU are:

Fulton County Department of Behavioral Health and Developmental Disabilities:

Name: LaTrina Foster
Title: Director
Fulton County Department of Behavioral Health
and Developmental Disabilities
Telephone: (404) 612-1687
Email: latrina.foster@fultonCountyga.gov

Copy to: Richard Anderson, County Manager
141 Pryor Street, SW,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

Copy to: Y. Soo Jo, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0246 (telephone)
404-730-6324 (facsimile),

To Grady Memorial Health Systems – Behavioral Health

Name: Anne Hernandez, LCSW
Title: Behavioral Health Director
Telephone: 404-616-1782
Email: ahernandez@GMH.EDU

XII. MISCELLENOUS

12.1 Governing Law. This MOU and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

12.2 Captions. The captions in this MOU are for purposes of convenient reference only and form no part hereof.

12.3 Waiver. Failure of any party to pursue any remedy pursuant to the terms of this Agreement for any default by the other party or a party's waiver of any default or non-compliance by the other party shall not affect or impair either party's rights with respect to any subsequent default or non-compliance of the same or different nature. Furthermore, a party's delay or omission in asserting any right which the party may have hereunder will not constitute a waiver of such party's right or impair the party's right to assert such default or non-compliance by the other party.

12.4 Drafting of Agreement. This MOU shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this MOU shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein that have been made by any party to induce the execution of this MOU by any other party.

12.5 Relationship of Parties. Notwithstanding anything in this MOU to the contrary, neither shall have the power to bind or obligate the other except as expressly set forth in this MOU.

12.6 Survival of Representations. All terms, conditions, covenants, warranties contained in any determination of this MOU shall remain in effect until amended by the applicable governing authority.

12.7 No Third-Party Beneficiaries. This MOU is made between and limited to the FCDBHDD and Grady, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County and PFH, and no other person or entity shall be considered a third-party beneficiary of this MOU or otherwise entitled to enforce the terms of this MOU for any reason whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this MOU through their duly authorized officers this _____ day of _____, 2025.

GRADY HEALTH SYSTEMS

_____ Click here to enter a date

John M. Haupert, CEO Date
Grady Health Systems
80 Jesse Hill, Jr. Dr. SE
Atlanta, GA 30303

SEAL

FULTON COUNTY, GEORGIA

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

Attest:

_____
Tonya R. Grier
Clerk to the Commission

Approved as to Content:

_____

LaTrina R. Foster - Director
Department of Behavioral Health and Developmental Disabilities

Approved as to Form:

_____

Office of the County Attorney

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EXHIBIT "A"

EXHIBIT A
COMPENSATION

COMPENSATION

The County agrees to compensate Service Provider for Services under this Memorandum of Understanding for the following:

Medication-Assisted Treatment (MAT) program – To serve a minimum of 60 to 80 unique individuals in 2026 in an amount not to exceed $464,000.00 (Four Hundred Sixty-Four Thousand and No Cents).

TOTAL COST FOR SERVICE AREA

Medication-Assisted Treatment (MAT) program	$ 464,000
Total Service Area Cost	**$ 464,000**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0841 **Meeting Date:** 11/5/2025

Department
Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Memorandum of Understanding between Fulton County, the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD) and the Atlanta/Fulton County Policing Alternatives and Diversion Initiative, Inc. (PAD) to resume financial support for delivery of pre-arrest diversion services in the amount of $400,000.00 for the period January 1, 2026 to December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
West's Code of Georgia 36-10-1: All official contracts entered into by the County governing authority and with other persons on behalf of the County shall be in writing and entered in its minutes.

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

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

Is this a purchasing item?
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.)*

Scope of Work: Fulton County through the Department of BHDD would like to resume providing resources for support and coordination of pre-arrest diversion services for adult participants. The Atlanta/Fulton County Policing Alternatives and Diversion Initiative (PAD) was developed in partnership with the City of Atlanta and Fulton County as a strategy to provide timely intervention

and redirection for individuals experiencing substance addiction, mental health concerns, or extreme poverty. As a pre-arrest program, PAD accepts diversion referrals from law enforcement at the time of the alleged crime, instead of post-booking and court involvement. This unique initiative allows our community to address behavioral health and quality of life concerns through case management and linkage to care and treatment, when otherwise the individual would have merely landed in jail. The people that cycle through our jails are people who the system has failed. They are the people that other diversion programs often reject: those with prior convictions, with pending cases or warrants, who have already gone through a diversion program, who cannot pay for the cost of pre-trial intervention, who are homeless, or who do not pass random drug screens. As a result, these people fall through the cracks. They spend more time in jail, frequently recidivate, and do not receive treatment for underlying mental health and addiction problems. Through law enforcement diversion and intensive care navigation, PAD creates a unique and necessary pathway for these individuals to connect to county and city services. FY 2022 funding will support the following KPI's: 1) Provide 3 weeks of emergency shelter to 400 people annually. 2) Provide 3 months of temporary housing to 60 people annually. 3) Provide 4 weeks of transportation assistance to 300 people annually. 4) Provide cell phones & cell phone service to 60 people annually. 5) Provide 3 months of food assistance to 150 people annually. 6) Provide clothing and PPE supplies to 250 people annually. 7) Provide personal identification and document assistance to 100 people annually.

Community Impact: Provide the overall impact on community health, whether the impact would be Countywide or to a specific District (if applicable) Fulton County, through the Department of BHDD desires for Atlanta/Fulton County PAD to continue to provide timely intervention and redirection for individuals experiencing substance addiction, mental health concerns, or extreme poverty.

Department Recommendation: The Fulton County Department of Behavioral Health and Developmental Disabilities recommends the approval of the Memorandum of Understanding.

Project Implications: The services described under the Scope of Work for this Contract shall be performed by Atlanta/Fulton County PAD Initiative, Inc. for a total amount of $400,000.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text "* ***New Procurement****." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.)*

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			$.00
1st Renewal			$.00
2nd Renewal			$.00
Extension #1			$.00
Total Revised Amount			$.00

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Agenda Item No.: 25-0841 **Meeting Date:** 11/5/2025

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

Click or tap here to enter text.

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

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

Click or tap here to enter text.

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$400,000.00
TOTAL:	$400,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-755-8226-1160

Key Contract Terms	
Start Date:	**End Date:**
Cost Adjustment:	**Renewal/Extension Terms**:

Agenda Item No.: 25-0841 **Meeting Date:** 11/5/2025

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

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

MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA AND THE ATLANTA/FULTON COUNTY PREARREST DIVERSION INITIATIVE, INC. (PAD)

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made and entered into upon all parties affixing their signatures on this document between **Fulton County, Georgia**, a political subdivision of the State of Georgia ("**Fulton County**"), by and through its **Department of Behavioral Health and Developmental Disabilities ("BHDD"),** and **Atlanta/Fulton County Prearrest Diversion Initiative, Inc.** ("**PAD**"), (hereinafter collectively referred to as the "Parties").

WHEREAS, PAD is aimed at redirecting individuals out of the criminal justice system through the coordination of the Atlanta/Fulton County Law Enforcement Assisted Diversion Initiative; and

WHEREAS, PAD has received financial support from a number of governmental agencies and private donors; and

WHEREAS, PAD anticipates that the Law Enforcement Assisted Diversion ("LEAD") initiative will reduce arrests and recidivism rates in Fulton County while providing social services to those suffering from mental illness, substance use disorders and extreme poverty; and

WHEREAS, PAD seeks funding to continue to hire staff and provide basic necessities to participants who are served; and

WHEREAS, Fulton County believes that reducing crime while providing services to citizens and individuals in need is to the benefit of all Fulton County residents; and

WHEREAS, the Parties agree that it is beneficial to work together to achieve synergies for success in the programs; and

WHEREAS, the Fulton County BHDD supports use of funds in their budget to support PAD; and

WHEREAS, the Parties deem it to be in the best interest of Fulton County citizens to enter into this MOU under the terms and conditions expressed.

NOW, THEREFORE, in consideration of the mutual benefits to both parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND INTENT

The purpose of this MOU between PAD and Fulton County, acting through the County's BHDD, is to establish and formalize the obligations and responsibilities of the Parties in the amount of **$400,000.00** payable to PAD to fund the coordination of the Atlanta/Fulton County LEAD initiative, including diversion services and care navigation efforts.

1.1 PAD seeks to reduce criminal justice system involvement for people who have already had substantial contact with the criminal justice system; improve public safety and public health by improving neighborhood and participant quality of life through harm-reduction interventions; and advocate for new pathways for more appropriate service provisions. In 2024, PAD has the following objectives:

- **By December 2026,** provide housing navigation to at least 400 unsheltered Fulton County citizens.
    - Provide 5,184 nights of emergency respite shelter for unsheltered Fulton County citizens at a cost of $259,665.96.
- **By December 2026,** provide direct support and care navigations to at least 300 Fulton County citizens.
    - **By December 2026,** provide 1,200 7-day and 2,400 round-trip MARTA cards to Fulton County citizens at a cost of $42,300.
    - **By December 2026,** provide 600 cell phones to Fulton County citizens at a cost of $8,994.
    - **By December 2026,** provide 600 monthly cell phone service cards to Fulton County citizens at a cost of $12,000.
    - **By December 2026,** provide 1,920 grocery cards to Fulton County citizens at a cost of $48,000.
    - **By December 2026,** provide clothing and PPE to 150 Fulton County citizens at a cost of $24,000.
    - **By December 2026,** provide document assistance (i.e., birth certificates, identification, social security cards) to 150 Fulton County citizens at a cost of $5,040.

1.2 Neither this Agreement, nor any activities described herein, shall be construed as creating a legal partnership, joint venture, franchise, agency, or other such relationship, but instead a collaboration on programs to serve citizens in Fulton County in furtherance of the Parties' public purpose. No party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.

ARTICLE II. FUNDING AND USE OF THE FUNDS

2.1 Upon approval by the Fulton County Board of Commissioners, Fulton County, through its County Department of BHDD, will reimburse PAD monthly for services provided until they reach the funding amount of **Four Hundred Thousand and 00/100 Dollars** ($400,000.00) (the "Funding Amount"). The Funding Amount shall be allocated from the Fulton County BHDD General Fund Budget in the amount of **$400,000.00**.

2.2 PAD shall use the Funding Amount provided by Fulton County solely for the items described above. PAD shall provide the Department of BHDD with accompanying documentation upon request.

2.3 In no event shall Fulton County be obligated for funding in excess of the Funding Amount.

ARTICLE III. REPORTING AND RESPONSIBILITY OF PAD

In consideration for the Funding Amount, PAD shall have the following reporting and other responsibilities:

3.1 **Monthly Reports.** On or before 15th of the following month of the service provision, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives herein for the period from contract execution until December 31, 2026.

3.2 **Quarterly Reports.** On or before the 15th of the following month of the quarter following the service provision (April, July, and October), PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period from contract execution until December 31, 2026.

3.3 **Mid-year Reports**. On or before July 15, 2026, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period of January 1, 2026 until June 30, 2026.

3.4 **Annual Reports**. On or before January 15, 2026, PAD shall provide to the Department of BHDD both a narrative report and a financial report of the progress of PAD in meeting the objectives described herein for the period of January 1, 2026 until December 31, 2026.

3.5 **Financial Records**. PAD agrees to maintain and make available to the Department of BHDD, upon reasonable request, all of PAD financial records that are kept in the ordinary course of business. The Department of BHDD agrees that all requests shall be made in writing and to provide the PAD with a reasonable amount of time to respond to any such request for financial records.

ARTICLE IV. TERM OF AGREEMENT

This MOU shall expire on December 31, 2026. Notwithstanding anything contained herein, PAD's reporting obligations as set forth in Article 3.4 shall survive the expiration or termination of this MOU. Failure to abide by the reporting obligations may subject PAD to not qualify for any future funding at the sole discretion of Fulton County.

ARTICLE V. TERMINATION/SUSPENSION OF WORK

4.1 Termination without Cause. Notwithstanding anything contained herein to the contrary, Fulton County may terminate this MOU without cause by providing PAD with 60 (sixty) days written notice.

4.2 Upon termination of the MOU under this Article, the Parties shall arrange for a proper accounting and work plan for any obligations remaining under the terms of this MOU.

4.3 Nothing herein shall prevent Fulton County from immediately suspending PAD's performance of the work upon written notice.

ARTICLE VI. MODIFICATIONS

This MOU may be modified at any time by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

ARTICLE VII. NOTICES

For purposes of this MOU, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

Fulton County BHDD
Attn: LaTrina Foster, LPC
141 Pryor Street, SW
Suite 1031
Atlanta, Georgia 30303

With a concurrent copy to:
Fulton County Attorney
Office of the Fulton County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, GA 30303

Atlanta/Fulton County Prearrest Diversion Initiative, Inc.
Attn: Moki Macías
236 Forsyth Street, SW
Suite 200
Atlanta, Georgia 30303

ARTICLE VIII. GENERAL PROVISIONS

5.1 If any part of this MOU is found to be invalid or unenforceable, or is otherwise stricken, the rest of this MOU shall remain in full force and effect.

5.2 This MOU constitutes the entire MOU between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.

5.3 Waiver of any term or condition of this MOU shall require an amendment that is subject to the approval of the Parties' respective governing bodies, and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this MOU. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5.4 This MOU is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers, or interests in any third-party. Fulton County, including its respective officers, officials, employees, or agents, shall not be liable to third parties by any act or omission of the other party.

5.5 Nothing herein shall be construed as a waiver of Fulton County's sovereign immunity or any governmental immunity available to its officials, officers, employees, and agents.

5.6 This MOU shall be governed by the laws of the State of Georgia.

5.7 This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____ 2026.

FULTON COUNTY, GEORGIA

Approved:

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

Attest:

_____
Tonya R. Grier
Clerk to the Commission

Approved as to Content:

_____
LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

_____
Office of the County Attorney

ATLANTA/FULTON COUNTY PREARREST DIVERSION INITIATIVE, INC.

Approved:

_____
Moki Macías
Executive Director
Atlanta/Fulton County Prearrest Diversion Initiative, Inc.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0755 **Meeting Date:** 11/5/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to increase the compensation paid to each member of the Fulton County Boards of Equalization from $100.00 per day to $150.00 per day; and for other purposes. **(Arrington) (HELD ON 10/1/25)(MOTION TO APPROVE FAILED ON 10/15/25)**

A RESOLUTION TO INCREASE THE COMPENSATION PAID TO EACH MEMBER OF THE FULTON COUNTY BOARDS OF EQUALIZATION FROM $100.00 PER DAY TO $150.00 PER DAY; AND FOR OTHER PURPOSES

WHEREAS, the Fulton County Boards of Equalization were created pursuant to the authority provided to the General Assembly of Georgia in local constitutional amendment, 1952 Ga. Laws (Act No. 148), page 592; and

WHEREAS, pursuant to O.C.G.A. § 48-5-311 the Boards of Equalization are tasked with the responsibility of hearing and determining appeals from tax assessments and denials of homestead exemptions; and

WHEREAS, the duties of the Boards of Equalization are integral to the tax appeal process; and

WHEREAS, pursuant to O.C.G.A. § 48-5-311, the members serving on the Boards of Equalization are appointed by the Grand Jury of Fulton County; and

WHEREAS, the provisions of O.C.G.A. § 48-5-311 expressly provide that each member of a county board of equalization shall be compensated by the county per diem for time expended in considering appeals; and

WHEREAS, O.C.G.A. § 48-5-311 further provides that such compensation shall be paid at a rate of not less than $25.00 per day and shall be determined by the county governing authority; and

WHEREAS, the Board of Commissioners, on September 19, 2018, via Resolution 18-0672, set the rate of compensation for members serving on the Board of Equalization at $100.00 per day; and

WHEREAS, the Board of Commissioners has determined that it is in Fulton County's best interest to increase such rate of compensation from $100.00 per day to $150.00 per day.

BE IT FURTHER RESOLVED, that the per diem rate for Board of Equalization members shall increase in alignment with all county wide cost of living increases for Fulton County employees.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners, that the rate of compensation paid to each member serving on the Fulton County Boards of Equalization is increased from $100.00 per day to $150.00 per day.

BE IT FURTHER RESOLVED, that the Clerk to the Commission shall provide a copy of this Resolution to the Finance Department and the Fulton County Boards of Equalization.

BE IT FINALLY RESOLVED, that this Resolution shall become effective when adopted, and that all resolutions or 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 1st day of October 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Commissioner Marvin Arrignton Jr.
(District 5)

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0842 **Meeting Date:** 11/5/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Ordinance to amend Chapter 2, Article II, Division 2 of the Code of Laws of Fulton County relating to the Code of Ethics regarding a preliminary process for Commissioners who seek to file ethics complaints against other Commissioners; and for other purposes. **(Thorne)**

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II, DIVISION 2 OF THE CODE OF LAWS OF FULTON COUNTY RELATING TO THE CODE OF ETHICS REGARDING A PRELIMINARY PROCESS FOR COMMISSIONERS WHO SEEK TO FILE ETHICS COMPLAINTS AGAINST OTHER COMMISSIONERS; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners ("BOC") has authority, pursuant to the Constitution of the State of Georgia (Art. 9, § 2, ¶ 1(a)) to adopt reasonable ordinances, resolutions, or regulations relating to the affairs of Fulton County, Georgia for which no provision has been made by general law and which is not inconsistent with the Constitution or any local law applicable thereto; and

WHEREAS, the BOC has, by ordinance, established a Code of Ethics (Fulton County Code of Ordinances ("FCC") § 2-66, *et seq*.) governing minimum standards of conduct for Fulton County "officers or employees"; and

WHEREAS, the BOC values and supports transparency and accountability in all aspects of Fulton County Government and its operations; and

WHEREAS, FCC § 2-81 allows any person to make a sworn complaint of a violation of the Code of Ethics to the Board of Ethics, and requires the Board of Ethics to hold a preliminary hearing within sixty (60) days of the filing of such a complaint to determine whether there is specific, substantial evidence to support a reasonable belief that there has been a violation of the Code of Ethics; and

WHEREAS, it is in the best interest of Fulton County that resources of the County and the Board of Ethics not be wasted on frivolous matters, or on matters that could be resolved by communication among Commissioners; and

WHEREAS, baseless complaints distract from the conduct of normal business and undermine public confidence in government function; and

WHEREAS, the BOC finds it necessary to provide additional mechanisms to prevent the filing and consideration of frivolous complaints by a Commissioner against a fellow Commissioner; and

WHEREAS, the BOC further finds it necessary that all complaints by a Commissioner against a fellow Commissioner be subject to a pre-complaint meeting prior to being filed with the Board of Ethics.

NOW, THEREFORE, BE IT ORDAINED, that the Fulton County Board of Commissioners hereby amends Fulton County Code of Ethics § 2-81 to read as follows:

Sec. 2-81. - Hearings and procedures.

a) Any person may initiate a complaint of a violation of this code of ethics by submitting to the secretary to the board of ethics, a written, sworn complaint under penalty of perjury, upon a form prescribed by the board of ethics.
b) The board of ethics may also initiate an investigation on its own initiative.
c) Within five (5) business days following the filing of a complaint, the subject of the complaint shall be notified of the existence and nature of the complaint.
d) The board of ethics shall, within sixty (60) days following the filing of a complaint or initiation of an investigation on its own initiative, conduct a preliminary hearing to determine whether specific, substantial evidence exists to support a reasonable belief that there has been a violation of this code of ethics.
e) If the board of ethics determines by majority vote at the preliminary hearing that specific, substantial evidence exists to support a reasonable belief that there has been a violation of this code as to any claim in a complaint or subject matter of an investigation it has initiated, the involved parties shall be so advised in writing and the board of ethics shall schedule a formal hearing to further consider those claims or subjects for which such a determination has been made. The board of ethics shall notify all involved parties in writing of the time and place of the formal hearing, which hearing shall not be held sooner than ten (10) days following notice of same.
f) If at least one-half of the voting members of the board of ethics conclude at the preliminary hearing that specific, substantial evidence does not exist to support a reasonable belief that there has been a violation of this code as to any claim in a complaint or subject matter of an investigation it has initiated, those claims shall be dismissed or the investigation terminated and the parties will be so advised in writing.
g) Formal hearings shall be public, and all parties shall have the opportunity to be heard, to summon witnesses, and to present evidence. Persons alleged to have violated this code of ethics shall have the right to be represented by counsel at their own expense.
h) The board of ethics shall have the power to compel the attendance of witnesses and the production of records by subpoena, and to take testimony under oath. Fulton County shall bear the costs of issuing subpoenas and, if desired by the board of ethics, the cost of having a court reporter present to record hearings. Any matters related to enforcing or quashing subpoenas may be submitted to the superior court of Fulton County.

i) At the conclusion of the formal hearing, the board of ethics shall deliberate upon its findings in public and shall determine its findings by majority vote. Findings that a violation of this code of ethics has occurred must be based upon a clear and convincing evidence standard. The board of ethics' decision shall subsequently be reduced to writing and provided to the parties, which decision shall be final; provided, however, that the decision shall be subject to review by writ of certiorari to the superior court of Fulton County.

j) In addition to the provisions herein, if a member of the board of commissioners desires to file a complaint under this section against another member of the board of commissioners, the following pre-filing procedures must be completed before the board of ethics takes any action on such a complaint:

   i) The commissioner making the complaint and the commissioner who is the subject of the complaint must participate in at least one good faith meeting to attempt to resolve the concerns that underlie the complaint.

   ii) If the meeting in (b)(i) does not result in a resolution of the complaint, the commissioner making the complaint and the commissioner who is the subject of the complaint must participate in a second meeting mediated by the chair of the board of commissioners, the vice chair if the chair is unavailable, or another member of the board of commissioners in order of longest total tenure on the board of commissioners or lowest district number among those of equal tenure in cases where the chair and vice chair are both parties to the complaint or unavailable. The mediating commissioner may choose to have the county attorney attend this meeting to offer an unofficial assessment.

   iii) If the meetings in (b)(i) and (ii) do not result in a resolution of the complaint, the initiating commissioner may proceed with filing the complaint with the Board of Ethics.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 5th day of November, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____

Bridget Thorne (District 1)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0843 **Meeting Date:** 11/5/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution of the Fulton County Board of Commissioners directing the County Manager to include a report on Animal Services in Fulton County in each quarterly operational report beginning January 1, 2026; and for other purposes. **(Ivory)**

A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS DIRECTING THE COUNTY MANAGER TO INCLUDE A REPORT ON ANIMAL SERVICES IN FULTON COUNTY IN EACH QUARTERLY OPERATIONAL REPORT BEGINNING JANUARY 1, 2026; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners ("BOC") recognizes the importance of providing animal services, including field control services, shelter operations and enforcement, to ensure the safety and wellbeing of Fulton County residents and animals within the County; and

WHEREAS, in furtherance of that goal, Article IV of Chapter 34 of the Fulton County Code of Ordinances ("FCC") sets out requirements and penalties related to registration, mistreatment, and management of animals within Fulton County; and

WHEREAS, from time to time, the BOC has found it necessary to contract with outside vendors to provide certain animal services to effectuate the requirements of FCC Chapter 34, Article VI; and

WHEREAS, whether animal services are provided by Fulton County staff or by contractors, County resources are expended in significant amounts toward these efforts; and

WHEREAS, the BOC desires to promote efficiency and efficacy and to ensure that animal services are provided in a transparent manner; and

WHEREAS, pursuant to Fulton County Code ("FCC") § 2-148, it is the duty of the County Manager to execute all lawful orders, directions, and instructions and all rules and regulations adopted by the Fulton County Board of Commissioners ("BOC") and consistent with applicable law; and

WHEREAS, the County Manager regularly receives updates on the status of the animal services in the County; and

WHEREAS, it is the practice of the County Manager to present a quarterly report on the operations of the County during meetings of the BOC; and

WHEREAS, the inclusion of regular reports to the BOC on animal services within the

quarterly reports will be valuable to assist the BOC with identifying issues and tracking progress over time.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby directs the County Manager to include a review of animal services, including field control services, shelter operations and enforcement, in his or her quarterly operational report to the Board of Commissioners, along with any relevant related matters the County Manager may deem relevant, in his or her discretion.

BE IT FINALLY RESOLVED, that this Resolution will take effect upon its adoption and all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 5th day of November, 2025.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Moraima Ivory, Commissioner (District 4)

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.: 25-0844 **Meeting Date:** 11/5/2025

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

Request approval of a Resolution to create a Commercial Property Assessment Task Force to provide input to the members of the Board of Commissioners in collaboration with the Fulton County Board of Tax Assessors and its staff on the valuation of commercial properties; and for other purposes. **(Ivory)**

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A RESOLUTION TO CREATE A COMMERCIAL PROPERTY ASSESSMENT TASK FORCE TO PROVIDE INPUT TO THE MEMBERS OF THE BOARD OF COMMISSIONERS IN COLLABORATION WITH THE FULTON COUNTY BOARD OF TAX ASSESSORS AND ITS STAFF ON THE VALUATION OF COMMERCIAL PROPERTIES; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County is home to a unique and evolving real estate landscape that includes a mix of communities including rural areas, revitalized urban neighborhoods, growing suburbs, residential and commercial properties; and

WHEREAS, Fulton County is the largest county in the state of Georgia with a total parcel count of 368,146 of which 20,472 are commercial parcels; and

WHEREAS, pursuant to O.C.G.A. § 48-5-299, it is the duty of the Fulton County Board of Tax Assessors ("FCBTA") "to investigate diligently and to inquire into the property owned in [Fulton] [C]ounty for the purpose of ascertaining what real and personal property is subject to taxation in the county and to require the proper return of the property for taxation"; and

WHEREAS, it is the mission of the FCBTA to deliver timely, accurate, and equitable property assessments in compliance with Georgia law, Georgia Department of Revenue Guidelines and applicable appraisal standards; and

WHEREAS, there has been public concern regarding how commercial properties are valued within Fulton County; and

WHEREAS, the members of the Board of Commissioners are aware of the public perception that commercial properties have been undervalued in Fulton County and that the public has been seeking answers for two (2) decades; and

WHEREAS, it is imperative that steps be taken to ensure that all property within Fulton County, specifically commercial properties, are valued appropriately according to Georgia law, Georgia Department of Revenue Guidelines and applicable appraisal standards; and

WHEREAS, to best serve the citizens of Fulton County, the Board of Commissioners finds it necessary to establish a task force that will work to provide transparency and clarity during the assessment process; and

WHEREAS, the task force will be comprised of Fulton County citizens to review commercial property values within Fulton County and used as a mechanism for support to the FCBTA and the staff of the Office of the Tax Assessors; and

WHEREAS, the task force should be comprised of persons representing a cross section of individuals and professionals with vast knowledge of the real estate market, mass appraisal methodology and commercial property within Fulton County; and

WHEREAS, the purpose of the task force is not to usurp the statutory authority of the FCBTA, but to serve as a review and advisory body to the Board of Commissioners in collaboration with the FCBTA and the staff of the Office of the Tax Assessors regarding commercial properties.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Fulton County hereby creates and establishes the Fulton County Commercial Property Assessment Task Force.

BE IT FURTHER RESOLVED that the Fulton County Commercial Property Assessment Task Force shall, among other things, function as a review and advisory body to the Board of Commissioners in collaboration with and in support of the Fulton County Board of Tax Assessors and its staff regarding commercial properties.

BE IT FURTHER RESOLVED that the Fulton County Commercial Property Assessment Task Force members shall have the following members: Each Commissioner shall appoint one (1) member. Each member shall be a resident of Fulton County at the time of the appointment. Each member shall have expertise and/or professional experience in one or more of the following areas: real estate, the real estate market in Fulton County, mass appraisal methodology, commercial property appraisal methodologies, or commercial property in Fulton County. A member shall serve for a one (1) year term and be subject to removal by the appointing Commissioner. No member's term shall exceed that of the appointing Commissioner but each member shall remain as a voting member until replaced or reappointed by the successive Commissioner.

BE IT FURTHER RESOLVED that members of the Fulton County Commercial Property Assessment Task Force should be comprised of persons representing a cross section of individuals and professionals with vast knowledge of the real estate market, mass appraisal methodology and commercial property within Fulton County.

BE IT FURTHER RESOLVED that monetary compensation will not be provided to appointed members or other volunteers for participation on the Fulton County Commercial Property Assessment Task Force.

BE IT FURTHER RESOLVED that the County Attorney is hereby authorized to assist the Fulton County Commercial Property Assessment Task Force with the drafting of its bylaws, consistent with the requirements of Fulton County, to include conflict of interest safeguards.

BE IT FURTHER RESOLVED that the County Manager or his/her designee will make meeting space and accommodations for the Fulton County Commercial Property Assessment Task Force available as needed.

BE IT FURTHER RESOLVED that the Fulton County Commercial Property Assessment Task Force shall report on the findings and proceedings of its meetings to the Board of Commissioners after the meeting occurs and annually through the Clerk to the Commission.

BE IT FURTHER RESOLVED that the Fulton County Commercial Property Assessment Task Force shall sunset on December 31, 2026, unless continued by action of the Board of Commissioners.

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.

SO PASSED AND ADOPTED, this 5th day of November 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

By: _____
Moraima “Mo” Ivory
Commissioner, District 4

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo,
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0845 **Meeting Date:** 11/5/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to address food insecurity across Fulton County; to increase County contributions to non-profit partners and senior nutrition programs in response to the loss of funding for SNAP; and for other purposes. **(Pitts)**

A RESOLUTION TO ADDRESS FOOD INSECURITY ACROSS FULTON COUNTY; TO INCREASE COUNTY CONTRIBUTIONS TO NON-PROFIT PARTNERS AND SENIOR NUTRITION PROGRAMS IN RESPONSE TO THE LOSS OF FUNDING FOR SNAP; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Georgia Constitution Art. 9, §2, ¶ 1(a), the Fulton County Board of Commissioners has the power to adopt clearly reasonable ordinances, resolutions, or regulations relating to Fulton County's property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with the state constitution or any local law applicable thereto; and

WHEREAS, the Fulton County Board of Commissioners recognizes the critical importance of the Supplemental Nutrition Assistance Program ("SNAP"), a federally funded, state-administered program that enables individuals and families with low incomes to purchase the nutritious food necessary to maintain health and well-being; and

WHEREAS, SNAP benefits are distributed through electronic benefit cards that can be used at grocery stores, farmers markets, and other approved vendors, thereby ensuring access to healthy food options within the community; and

WHEREAS, the SNAP program significantly reduces hunger and food insecurity, and promotes household stability; and

WHEREAS, in 2023, approximately 145,000 Fulton County residents, representing nearly 13.5% of the County's population, received assistance through SNAP; and

WHEREAS, in the second quarter of 2025, approximately 76,000 Fulton County households continue to rely on SNAP benefits as a primary source of nutritional support; and

WHEREAS, it is estimated that roughly one in six households in Fulton County depend on SNAP benefits to meet basic food needs; and

WHEREAS, the Fulton County Board of Commissioners recognizes the cessation of SNAP benefits may create hardships in paying utility bills timely; and

WHEREAS, the Fulton County Board of Commissioners declares its continued commitment to combating food insecurity across the County.

NOW, THEREFORE, BE IT RESOLVED, that the County shall increase its aggregate contributions to nine (9) non-profit organizations to which it already contributes, by an additional Five Hundred Thousand Dollars ($500,000.00), to be distributed among those organizations.

BE IT FURTHER RESOLVED that an additional One Hundred Fifty Thousand Dollars ($150,000.00) shall be allocated to the Senior Support Strategy, to be distributed as follows:

1) Fifty Thousand Dollars ($50,000.00) to Winter Farmers Markets, which will provide seasonal fruits and vegetables to local residents;
2) Fifty Thousand Dollars ($50,000.00) to Nutritional Assistance Program, through which registered seniors receiving SNAP benefits may receive a to-go meal at no cost when purchasing a meal at regular price at any Fulton County Senior Multipurpose Center; and
3) Fifty Thousand Dollars ($50,000.00) to Home Delivered Meals, which provides additional shelf stable meal packages for existing clients.

BE IT FURTHER RESOLVED that an additional Fifty Thousand Dollars ($50,000.00) shall be contributed to the Fulton Fresh Program, to provide additional distribution of fresh produce throughout the County.

BE IT FURTHER RESOLVED that these contributions be distributed in accordance with the guidance from the Fulton County Manager, who shall coordinate with the Department of Community Development, Department of External Affairs, and other appropriate County Departments to ensure these funds are allocated equitably, transparently, and in a manner that maximizes their impact in reducing food insecurity.

BE IT FURTHER RESOLVED that the Board of Commissioners directs the Departments of Finance and Public Works to refrain from terminating the water services of any residential customer due to non-payment from November 5th, 2025 through December 31, 2025, or when the federal shutdown ends.

BE IT FURTHER RESOLVED additional aid will be considered on a month-to-month basis pending the continuation of the federal shutdown.

BE IT FINALLY RESOLVED that this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this 5th day of November, 2025.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Robert L. Pitts, Chairman (At-Large)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0846 **Meeting Date:** 11/5/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to declare a local State of Emergency in Fulton County, Georgia due to the suspension of SNAP benefits and the resulting food insecurity crisis; to authorize up to $4.4M of the $69M in underruns be allocated to address the crisis, and for other purposes. **(Barrett)**

A RESOLUTION TO DECLARE A LOCAL STATE OF EMERGENCY IN FULTON COUNTY, GEORGIA DUE TO THE SUSPENSION OF SNAP BENEFITS AND THE RESULTING FOOD INSECURITY CRISIS; TO AUTHORIZE UP TO $4.4M OF THE $69M IN UNDERRUNS BE ALLOCATED TO ADDRESS THE CRISIS, AND FOR OTHER PURPOSES.

WHEREAS, as of November 1, 2025, federal Supplemental Nutrition Assistance Program (SNAP) benefits have been suspended nationwide due to the current government shutdown; and

WHEREAS, Governor Brian Kemp and state leaders have declined to utilize the State's $14.6 billion surplus to assist families who will lose SNAP benefits, choosing not to provide emergency relief to the more than 1.3 million Georgians who rely on SNAP benefits each month; and

WHEREAS, SNAP benefits are a critical source of food assistance for low-income children and families, as well as seniors and veterans throughout Fulton County, and their suspension constitutes an immediate threat to the health and welfare of County residents; and

WHEREAS, data from the Atlanta Community Food Bank (ACFB) and Fulton County Performance Dashboard shows that prior to the suspension of SNAP benefits, Fulton County residents were already collectively facing an annual food budget shortfall exceeding $79 million; and

WHEREAS, 145,949 Fulton County households received SNAP benefits in 2023, representing approximately 13.5% of all residents and the ACFB reports an increase in demand for food of over 70% since 2022; and

WHEREAS, using the cost model provided on the ACFB website of "$1 helps

provide 3 meals", the **minimum** cost to feed Fulton County citizens who have lost their SNAP benefits for the month of November is $4,378,470; and

WHEREAS, Fulton County can access funds to address the hunger crisis from the expected 2025 fiscal year underruns of approximately $69 million; and

WHEREAS, Fulton County currently grants funds to nine organizations that address food insecurity including Atlanta Community Food Bank, Open Hand, and Hosea Feeds the Hungry; and

WHEREAS, Fulton County serves congregant meals to seniors, some of whom are SNAP recipients, at its senior centers across the county, and makes fresh produce available through its "Fulton Fresh" program; and

WHEREAS, the Fulton County Board of Commissioners finds that extraordinary and immediate action is necessary to address the food insecurity crisis resulting from the loss of SNAP benefits.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby declares a State of Emergency in Fulton County, Georgia, due to the disruption of SNAP benefits and the ensuing hunger crisis.

BE IT FURTHER RESOLVED, that pursuant to the authority granted under GA Const. Art. 9, § 2, ¶ I(a), O.C.G.A. § 38-3-28(b), and Fulton County Code § 1-117, the Board authorizes the activation of the County's emergency powers to ensure the continuation of food access for residents in need.

BE IT FURTHER RESOLVED, that the Fulton County Board of Commissioners

directs the County Manager to identify the most effective strategies, partner organizations, and resource allocations to alleviate food insecurity resulting from the suspension of SNAP benefits and authorizes spending of up to $4.4M of the $69M in 2025 budget underruns to support these efforts.

BE IT FURTHER RESOLVED, that this local state of emergency shall remain in effect up to sixty (60) days from the date of adoption and may be renewed or suspended by the Board.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, on this 5th Day of November 2025.

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0790 **Meeting Date:** 11/5/2025

Department
External Affairs

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation and approval of the 2026 Legislative Agenda. **(HELD ON 10/15/25)**

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Approve each proposed legislative priority for the 2026 Legislative Agenda.

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

Commission Districts Affected

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

Is this a purchasing item?
No

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

Scope of Work: Final Approval of 2026 Legislative Agenda.

Community Impact:

Department Recommendation: Requesting individual approval of proposed 2026 Legislative Agenda priorities.

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 25-0790 **Meeting Date:** 11/5/2025

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a

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FULTON COUNTY

Fulton County Board of Commissioners
November 5, 2025

2026 Proposed State Legislative Agenda

- Resources for Superior Court
- Online Publication of Legal Notices
- Support Local Control and Oppose Sovereign Immunity Waivers

- Increase State Support for Behavioral Health and Diversion Programs
- Expand Healthcare Access and Strengthen the Healthcare Workforce
- Housing Authority of Fulton County
- Cybersecurity and Ransomware Protection
- Support for Clarification of Estimated Rollback Rate Implementation
- Next Generation 911
- Ensure Secure, Fair and Accessible Elections
- Transit Board Representation
- Support for Legalization of Gambling and Casinos
- Eviction Writ Execution Administrative Fee Authorization
- Family Justice Centers

FULTON COUNTY

2026 Proposed State Legislative Agenda

Primary Policy Priority:
Judicial Resources – Superior Court

The Atlanta Judicial Circuit ranks first among Georgia's 50 judicial circuits in both the volume and complexity of its caseloads. Analysis by the State Administrative Office of the Courts indicates that the current workload requires 25.6 judges; the Atlanta Judicial Circuit bench currently includes 20 judges. For the Superior Court to continue to efficiently handle the massive caseloads under its jurisdiction, additional judicial resources are needed.

- Fulton County requests the creation of one or more additional Superior Court judgeships to effectively manage the consistently high volume and increasing complexity of cases within the Circuit, which includes those initiated by the State of Georgia.
- Fulton County supports final passage of Senate Bill 10, which authorizes the Chief Judge of Superior Court to appoint up to five judicial officers. These officers would handle civil and non-serious felony cases, as assigned by the Chief Judge, to alleviate caseloads and improve efficiency.

Primary Policy Priority:
Online Publication of Legal Notices

- Fulton County supports legislation allowing the publication of legal notices on the legal organ's website, to ensure timely and efficient advertisement.
- Fulton County supports an amendment to the Georgia Taxpayer Bill of Rights to permit the online publication of millage rate advertisements.

Primary Policy Priority:
Support Local Control and
Oppose Sovereign Immunity Waivers

Fulton County opposes any legislation that diminishes home rule authority or restricts the rights of duly elected officials to govern local affairs. The County also opposes efforts to weaken local control or to waive sovereign immunity protections.

Increase State Support for Behavioral Health and Diversion Programs

- Fulton County supports continued investment by the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) to expand behavioral health resources, including increased funding for the crisis care network, hospital beds and forensic beds. The County also supports additional state funding to expand the availability of community-based services.
- Fulton County supports advocacy for DBHDD programs that reduce the cost burden of behavioral health medications for individuals in county jails.
- Fulton County requests state support to increase use of the Fulton County Diversion Center by local law enforcement and to expand pre-arrest diversion programs as alternatives to incarceration.

Expand Healthcare Access and Strengthen the Healthcare Workforce

- Fulton County advocates for increased healthcare access for residents, particularly in communities that have experienced limited access to healthcare providers and facilities.
- Fulton County supports expansive access to health insurance programs including Medicaid, the Affordable Care Act healthcare marketplace and other affordable healthcare solutions.
- Fulton County supports the Association County Commissioners of Georgia (ACCG)'s initiative urging the Department of Community Health and Centers for Medicare and Medicaid Services to maintain healthcare coverage for pre-adjudication inmates. Federal and state funding ends when individuals enter jail, causing excessive healthcare costs that strain local budgets.
- Fulton County supports increased state funding for medical residency programs to grow the healthcare workforce and improve access to care, particularly in underserved areas.

Housing Authority of Fulton County

Fulton County requests an amendment to the requirements for resident commissioners of the Fulton County Housing Authority to ensure compliance with *O.C.G.A. § 8-3-50*.

Cybersecurity and Ransomware Protection

Fulton County supports final passage of House Bill 886, which prohibits the use of public funds for ransom payments and requires state and local entities to report ransomware incidents to the Georgia Technology Authority, ensuring a coordinated statewide response.

Support for Clarification of Estimated Rollback Rate Implementation

Fulton County supports ACCG's efforts to clarify and improve the implementation of the estimated rollback rate, established under House Bill 581 (2024) and revised under House Bill 92 (2025). Despite legislation, inconsistent application across jurisdictions has created confusion:

- Mixed Notices: Some jurisdictions included the estimated rollback rate in notices while others did not, causing the Department of Revenue to issue three notice forms: one with estimated rollback rates only, one without and one mixed. Fulton County supports efforts to standardize and clarify the Annual Notice of Assessment (NOA).
- M&O Only: The estimated rollback rate applies only to the maintenance and operations (M&O) millage levy and does not include special service district or other levy types. This causes those levies to be underrepresented or not represented on the NOA. Fulton County supports efforts to clarify this issue.

Next Generation 911

Fulton County, in alignment with ACCG, fully supports the work of the Georgia Emergency Communications Authority's implementation of a statewide Next Generation 911 system. While the Fulton County 911 Center, which serves 5 South Fulton cities, is NextGen 911 compatible, implementation of consistent standards across the state will improve interface with all 8 public safety answering points operating within Fulton County.

Ensure Secure, Fair and Accessible Elections

- Fulton County is committed to administering secure, fair and accessible elections in compliance with state law. The County supports legislation that provides clear state guidance for new election laws and state funding to cover related county costs.
- Fulton County supports ACCG's efforts to require the State to reimburse counties for all expenses incurred in special elections to fill vacancies in statewide offices, the Georgia General Assembly, the U.S. Congress or to approve statewide referendum.
- Fulton County also seeks state support for costs associated with changes in state law related to equipment and supplies used for election operations.

Transit Board Representation

Fulton County seeks a permanent seat on the ATL Board and parity with other MARTA agencies in appointment of MARTA Board members.

Support for Legalization of Gambling and Casinos

Fulton County supports the new sources of local government revenue, including from casinos or parimutuel sports betting, with the recommendation of dedicating funding for public safety, mental health and public health services.

Eviction Writ Execution Administrative Fee Authorization; Clarification of House Bill 1203 Language

Fulton County supports amending *O.C.G.A. § 44-7-55*, as previously amended by House Bill 1203 (2024), to allow the Fulton County Marshal's Office and other agencies responsible for carrying out eviction writs to collect a $50 administrative fee from landlords when an off-duty officer is used to complete the eviction. The fee would help offset the additional burdens placed on local law enforcement agencies and would be used for official law enforcement purposes only, such as paying officers and support staff. Fulton County also supports amending *O.C.G.A. § 44-7-55* to clarify the provisions relating to evictions by off-duty officers.

Family Justice Centers

Fulton County supports legislation providing for the creation and funding of Family Justice Centers statewide to centralize law enforcement, victim advocacy and social services in one location to better address domestic violence, sexual assault, child abuse, elder abuse and human trafficking.

- Existing centers in Bibb, Ware and Cobb counties demonstrate measurable success in improving outcomes for survivors and streamlining local responses to violence.
- Centralized service delivery also helps reduce court and healthcare burdens, preventing future crimes and saving taxpayer dollars.