



**HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING AGENDA**

**Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504**

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, September 28, 2023 - 06:00 PM**

Call to Order

Approve Agenda

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Billy Powell

Public Comments - Agenda Items Only (2 minutes per speaker/20 minutes maximum)

Proclamation/s

- 3 Approve the Proclamation recognizing September 2023 as National Preparedness Month.

Consent Agenda

- 4 Approve the September 25, 2023 Work Session minutes.
- 5 Approve the September 14, 2023 Voting Meeting minutes.
- 6 Approve the September 14, 2023 Executive Session minutes.
- 7 Approve the September 14, 2023 Meeting minutes.
- 8 Approve the award of RFQ/P 44-010 Renovation of Animal Services HVAC and Lighting for Animal Services to TRANE U.S. Inc of Atlanta, GA, in the amount of \$2,124,406.00.
- 9 Approval and authorization for the Chairman to execute a tax levy resolution at the request of the Hall County Board of Education in connection with the Board of Education's issuance of general obligation bonds; authorization to execute any and all documents necessary to effectuate the levy, subject to review and approval by the County Attorney.

- 10 Approve the continuation award and any supplemental funding of the FY 2024 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of \$87,310.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.
- 11 Approve the purchase under IFB #010-42 for new firefighter turnout gear for Fire Rescue to North American Fire Equipment Co. (NAFECO) of Decatur, AL, in the amount of \$812,000.00.
- 12 Approve the purchase of four (4) Ford F-150 trucks and one (1) Ford F-450 truck for Fire Rescue to Brannen Motor Company of Unadilla, GA and Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of \$262,030.00.
- 13 Approve the purchase under IFB #009-42 Emergency Lighting & Siren Supply for Emergency Vehicle Lights & Installation for Fire Rescue from West Chatham Warning Devices, Inc. of Savannah, GA, in the amount of \$50,486.96.
- 14 Approve the renewal for health and welfare benefit plans, inclusive of medical, dental, vision, life, disability, and the Hall County Government Family Health Center; authorization for the Chairman to execute any and all related documents. The estimated annual cost is \$25,169,880.00.
- 15 Approve the purchase of one (1) Kubota Skid Steer for Public Works & Utilities to Mason Tractor & Equipment Co., Inc. of Cumming, GA, in the amount of \$72,450.85.
- 16 Approve the purchase of one (1) Bandit Industries Chipper for Public Works & Utilities to Mason Tractor & Equipment Co. of Norcross, GA, in the amount of \$101,784.50.
- 17 Approval and authorization for the Chairman to execute a utility easement between Hall County and Century Communities of Georgia, LLC, subject to the review and approval by County Attorney. Commission District 1.
- 18 Approve the award of IFB #062-43 Construction of a Roundabout at McEver Road and Lights Ferry Road for Public Works & Utilities to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$2,483,686.51.
- 19 Approve the acceptance of a \$1,378,050.00 Guaranty Performance/Maintenance Agreement for the streets, stormwater management facilities, and sidewalks in Reunion Phase 21 Subdivision. Commission District 1.
- 20 Approve the acceptance of a \$939,197.00 Guaranty Performance/Maintenance Agreement for the streets, stormwater management facilities, and sidewalks in Somerset at Riverbrook subdivision. Commission District 2.
- 21 Approve the installation and purchase of video surveillance cameras, card-reader access control and related equipment for the Sheriff's Office to Howard Technology Solutions of Laurel, MS, in the amount of \$152,086.20.
- 22 Approve the continuation award and any supplemental funding of the FY 2024 Victims of Crime Act (VOCA) Grant for the Solicitor's Office to provide direct support to crime victims in the amount of \$124,219.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

County Administrator

Commission Time

Adjourn

Hall County Government welcomes people with disabilities and their trained service animals. For questions about accessibility or to request reasonable accommodations please contact Maria Tuck, Compliance Specialist at 770-531-6712 48 hours prior to the event or as soon as possible.



AGENDA ITEM

Invocation

REPORT TO: Work Session (09/25/23)
REPORT TO: Voting Meeting (09/28/23)
ITEM NO: 697/2022
SUBJECT: Chairman Richard Higgins

Meetings:

Work Session Date: 09/25/23 **Voting Meeting Date:** 09/28/23

Executive Summary:

Presenter: n
Recommendation: n/a

Purpose of Request: **History:**

Facts and Issues: **Options:**

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Pledge

REPORT TO: Work Session (09/25/23)
REPORT TO: Voting Meeting (09/28/23)
ITEM NO: 720/2022
SUBJECT: Commissioner Billy Powell

Meetings:

Work Session Date: 09/25/23 **Voting Meeting Date:** 09/28/23

Executive Summary:

Presenter: n
Recommendation: n/a

Purpose of Request: **History:**

Facts and Issues: **Options:**

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Proclamation/s

REPORT TO: **Work Session (09/25/23)**

REPORT TO: **Voting Meeting (09/28/23)**

ITEM NO: 511/2023

SUBJECT: Approve the Proclamation recognizing September 2023 as National Preparedness Month.

Meetings:

Work Session Date: 09/25/23 **Voting Meeting Date:** 09/28/23

Executive Summary:

Presenter:
Recommendation:
 Approval.

Purpose of Request:
 Approve the Proclamation recognizing September 2023 as National Preparedness Month.

History:

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2023-09-28

Approvals:

Approve	Public Information	Administration	Clerk
AO	BS	AO	AO

Attachments:

Proclamation

Hall County, Georgia



Board of Commissioners

WHEREAS, *“National Preparedness Month” creates an important opportunity for Hall County to prepare its citizens for emergency situations, from natural disasters to acts of terrorism; and*

WHEREAS, *unexpected disasters occur in classrooms, homes, work places, and public places, and being prepared to meet the unknown challenges of tomorrow is a duty we all share; and*

WHEREAS, *families and individuals throughout Hall County are encouraged to join efforts so that they are better prepared to meet the challenges that may occur when disaster strikes; and*

WHEREAS, *Hall County encourages citizens to become prepared by signing up for local alerts, creating a plan for emergency situations, and having a fully stocked disaster kit on hand. These efforts are minimal but will assist Hall County in remaining strong when faced with emergencies; and*


NOW THEREFORE, BE IT RESOLVED *that the Hall County Board of Commissioners does hereby recognize September 2023 as*

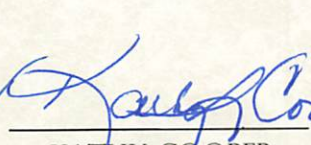
NATIONAL PREPAREDNESS MONTH


in Hall County, and calls upon our citizens to recognize the importance of being prepared and working together to enhance our resilience and readiness.

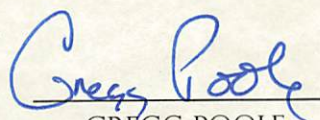
Adopted this 28th day of September, 2023.






RICHARD HIGGINS
CHAIRMAN


KATHY COOPER
DISTRICT 1


BILLY POWELL
DISTRICT 2


GREGG POOLE
DISTRICT 3


JEFFREY STOWE
DISTRICT 4


JENNIFER RIVERA
COMMISSION CLERK



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 537/2023

SUBJECT: Approve the September 25, 2023 Work Session minutes.

Meetings:

Work Session Date: 09/25/23 **Voting Meeting Date:** 09/28/23

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the September 25, 2023 Work Session minutes.

History:

Facts and Issues:

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item? 2023-09-28

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

Attachments:

September 25, 2023 Work Session Minutes



**HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES**

**Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504**

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, September 25, 2023 - 03:00 PM**

Call to Order

Chairman Higgins at 3:00 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Billy Powell, and Commissioners Kathy Cooper, Gregg Poole, and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Abril Olivas, and County Attorney William Linkous III

Community Services and Parks

Brent Holloway, Director of Community Services and Parks, addressed the Board.

- 1 Approve the award of RFQ/P 44-010 Renovation of Animal Services HVAC and Lighting for Animal Services to TRANE U.S. Inc of Atlanta, GA, in the amount of \$2,124,406.00.

Consent

County Attorney

Mr. Linkous addressed the Board.

- 2 Approval and authorization for the Chairman to execute a tax levy resolution at the request of the Hall County Board of Education in connection with the Board of Education's issuance of general obligation bonds; authorization to execute any and all documents necessary to effectuate the levy, subject to review and approval by the County Attorney.

Consent

District Attorney's Office

Lee Darragh, District Attorney, addressed the Board.

- 3 Approve the continuation award and any supplemental funding of the FY 2024 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of \$87,310.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Consent

Fire Rescue

Jerry Smith, Interim Fire Chief, addressed the Board.

- 4 Approve the purchase under IFB #010-42 for new firefighter turnout gear for Fire Rescue to North American Fire Equipment Co. (NAFECO) of Decatur, AL, in the amount of \$812,000.00.

Consent

- 5 Approve the purchase of four (4) Ford F-150 trucks and one (1) Ford F-450 truck for Fire Rescue to Brannen Motor Company of Unadilla, GA and Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of \$262,030.00.

Consent

- 6 Approve the purchase under IFB #009-42 Emergency Lighting & Siren Supply for Emergency Vehicle Lights & Installation for Fire Rescue from West Chatham Warning Devices, Inc. of Savannah, GA, in the amount of \$50,486.96.

Consent

Human Resources

Dr. LisaRae Jones, Director of Human Resources, addressed the Board.

- 7 Approve the renewal for health and welfare benefit plans, inclusive of medical, dental, vision, life, disability, and the Hall County Government Family Health Center; authorization for the Chairman to execute any and all related documents. The estimated annual cost is \$25,169,880.00.

Consent

Public Works and Utilities

Jorge Gomez, Assistant Director of Public Works and Utilities, addressed the Board.

- 8 Approve the purchase of one (1) Kubota Skid Steer for Public Works & Utilities to Mason Tractor & Equipment Co., Inc. of Cumming, GA, in the amount of \$72,450.85.

Consent

- 9 Approve the purchase of one (1) Bandit Industries Chipper for Public Works & Utilities to Mason Tractor & Equipment Co. of Norcross, GA, in the amount of \$101,784.50.
- Consent*
- 10 Approval and authorization for the Chairman to execute a utility easement between Hall County and Century Communities of Georgia, LLC, subject to the review and approval by County Attorney. Commission District 1.
- Consent*
- 11 Approve the award of IFB #062-43 Construction of a Roundabout at McEver Road and Lights Ferry Road for Public Works & Utilities to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$2,483,686.51.
- Consent*
- 12 Approve the acceptance of a \$1,378,050.00 Guaranty Performance/Maintenance Agreement for the streets, stormwater management facilities, and sidewalks in Reunion Phase 21 Subdivision. Commission District 1.
- Consent*
- 13 Approve the acceptance of a \$939,197.00 Guaranty Performance/Maintenance Agreement for the streets, stormwater management facilities, and sidewalks in Somerset at Riverbrook subdivision. Commission District 2.
- Consent*

Sheriff's Office

Lieutenant John Morgan, Sheriff's Office, addressed the Board.

- 14 Approve the installation and purchase of video surveillance cameras, card-reader access control and related equipment for the Sheriff's Office to Howard Technology Solutions of Laurel, MS, in the amount of \$152,086.20.
- Consent*

Solicitor of State Court

Stephanie Woodward, Solicitor General, addressed the Board.

- 15 Approve the continuation award and any supplemental funding of the FY 2024 Victims of Crime Act (VOCA) Grant for the Solicitor's Office to provide direct support to crime victims in the amount of \$124,219.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.
- Consent*

County Administrator

Mr. Propes addressed the Board and stated the following:

- *Presented a "WIN" video highlighting the new interactive road resurfacing map.*

Public Comments

The following people addressed the Board:

- *Vickie Kanady, 5315 H Thomas Road, Gainesville*
- *Amy Segars, 1234 Baty Road, Martin*

Commission Time

Commissioner Gregg Poole, Commission District 3, stated there is no doubt that we have qualified people inside Hall County. Stated he never said that. Stated there is no doubt we (Hall County) do.

Adjourn

Chairman Higgins adjourned the meeting at 3:32 p.m.



AGENDA ITEM

Consent

REPORT TO: **Work Session (09/25/23)**

REPORT TO: **Voting Meeting (09/28/23)**

ITEM NO: 535/2023

SUBJECT: Approve the September 14, 2023 Voting Meeting minutes.

Meetings:

Work Session Date: 09/25/23 **Voting Meeting Date:** 09/28/23

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request: **History:**
Approve the September 14, 2023 Voting Meeting minutes.

Facts and Issues: **Options:**

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2023-09-28

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

Attachments:

September 14, 2023 Voting Meeting Minutes



**HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING MINUTES**

**Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504**

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, September 14, 2023 - 06:00 PM**

Call to Order

Chairman Higgins at 6:10 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Billy Powell, and Commissioners Kathy Cooper, Gregg Poole, and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, County Attorney William Linkous III, and Assistant County Attorney Justin Lawhon, Special Assistant County Attorney Van Stephens

Approve Agenda

Commissioner Cooper/Commissioner Stowe — approve — unanimous

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Kathy Cooper

Public Comments

The following people addressed the Board:

- *Vickie Kanady, 5315 H. Thomas Road, Gainesville*

Proclamation/s

- 3 Approve the proclamation recognizing Ralph Joel "Joe" Carter's retirement after 35 years of service to Hall County, GA.

Commissioner Powell/Commissioner Stowe — approve — unanimous

Consent Agenda

Commissioner Stowe/Commissioner Poole — approve — unanimous

- 4 Approve the September 11, 2023 Work Session minutes.
- 5 Approve the August 24, 2023 Voting Meeting minutes.
- 6 Approve the August 24, 2023 Executive Session minutes.
- 7 Approve the August 24, 2023 Meeting minutes.
- 8 Approve the FY 2024 award of the Criminal Justice Coordinating Council's (CJCC) Residential Substance Abuse Treatment (RSAT) Program Grant for the Correctional Institute's treatment program in the amount of \$37,333.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of 25% will be required.
- 9 Approve the award of RFQ/P #44-008 GPS/AVL Vehicle Tracking Systems for Fleet Maintenance to LBTechnology, Inc. of Memphis, TN. The estimated annual cost is \$64,200.00.
- 10 Approve the purchase of two (2) Ford Bronco Sport vehicles for Building Maintenance to Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of \$71,700.00.
- 11 Approval and authorization for the Chairman to execute a Settlement Agreement with Habersham Partners, LLC to acquire a portion of Sardis Road Connector Project Parcel 143, being Hall County Tax Parcel Number 10104 000017C, in the amount of \$890,000.00; and authorization to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.
- 12 Approve the award of IFB #053-43 General Contractor for Hire to Renovate Fire Stations #9 and #10 for Fire Rescue to Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of \$524,448.00.
- 13 Approve the sole source purchase for ambulance stretcher preventive maintenance for Fire Rescue to Stryker Medical of Chicago, IL. The estimated annual cost is \$55,132.40.
- 14 Approve the purchase of a Strategic Planning and Standard of Cover Study for Fire Rescue to Emergency Services Consulting International (ESCI) of Chantilly, VA, in the amount of \$90,000.00.
- 15 Approve the application of the FY 2025 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall MPO to aid in regional transportation planning in the amount of \$136,372.50, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. A 10% State match of \$13,637.25 will be provided by Georgia Department of Transportation (GDOT). A 10% cash match of \$13,637.25 is required and will be provided by Hall County.

- 16 Approve the purchase of one (1) Kubota Compact Excavator for Public Works & Utilities from James Short Tractor & Equipment of Alto, GA, in the amount of \$79,099.92.
- 17 Approve the sole source purchase for a repair and certified rebuild of a 2017 Caterpillar Landfill Compactor for Public Works & Utilities to Yancey Bros. of Cumming, GA, in the amount of \$649,801.50.
- 18 Approve Change Order #3 under RFQ/P #40-009 Right-of-Way Acquisition Services for four (4) parcels on the Sardis Road Connector for Public Works to Croy Engineering, Inc. of Marietta, GA, in the amount of \$134,100.00. Commission District 2.
- 19 Approve the award of RFQ/P #43-021 Construction Manager at Risk and Guaranteed Maximum Price for Hall County Health Department Campus Renovations for Public Works & Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA. The estimated cost not to exceed is \$4,527,604.00.
- 20 Approve the sole source purchase for plumbing control upgrades at the Hall County Jail for the Sheriff's Office to Intelligent Conservation System, Inc. of Oviedo, FL, in the amount of \$287,992.00.

Other Business - Public Works and Utilities

Bill Nash, Director of Public Works and Utilities addressed the Board.

- 21 Public Hearing to abandon Pass Drive and Biscayne Boulevard, which includes all of Pass Drive from Patterson Road to Lanier Parkway, a.k.a I-985 (390 +/- feet), as well as all of Biscayne Boulevard from Patterson Road to Lanier Parkway a.k.a. I-985 (400 +/- feet) and authorize the Chairman to execute any and all documents necessary to convey the property, subject to review and approval by the County Attorney. Commission District 2.

Mr. Lawhon introduced the item. Mr. Nash discussed the item. Mr. Lawhon conducted the Public Hearing.

There were no comments from the public.

Commissioner Powell/Commissioner Poole — approve — unanimous

Public Hearing to amend Hall County's Zoning Map as follows:

Randi Doveton, Director of Planning and Development, addressed the Board.

- 22 **6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a Variance** | from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 | **Proposed Use: residential addition and bring the existing residence into compliance** | Commission District 2 | **Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

Mr. Lawhon introduced items 22 and 23, which were heard together. Ms. Doveton discussed the items.

Commissioner Powell/Commissioner Poole — approve withdrawal of item 22 — unanimous

- 23 **6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a Variance |** from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 | **Proposed Use: residential addition and bring the existing residence into compliance |** Commission District 2 | **Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

Items 22 and 23 were heard together.

Commissioner Powell/Commissioner Stowe — approve withdrawal of item 23 — unanimous

- 24 **5010 McKinzey Lane | Use Subject to County Commission Approval |** on a 3.05± acre tract located on the east side of McKinzey Lane at its intersection with Stephens Road | Zoned V-C, Tax Parcel 08089 001019 | **Proposed Use: 3-lot subdivision |** Commission District 2 | **Garry L. & Gale W. English, applicants.**

Mr. Lawhon introduced the item. Ms. Doveton discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Garry English, 5010 McKinzey Lane, Flowery Branch

Commissioner Powell/Commissioner Poole — approve with the five (5) conditions listed below — unanimous

Conditions:

1. The property shall be subdivided into a maximum of 3 building lots in accordance with the requirements of the Vacation Cottage (V-C,17.50) zoning district as detailed in 17.240, area and setback requirements. No variances are approved as part of this application.
2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
3. All conditions of zoning shall be made part of any plats created for the property.
4. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
5. The developer shall dedicate ten (10) feet of right of way along McKinzey Lane in order to bring the road up to county standards for a ditched section.

25

5351 Lanier Islands Parkway | Use Subject to County Commission Approval | on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 (pt.) | **Proposed use: agri-entertainment |** Commission District 1 | **Keith D. & Chad Bell, applicant.**

Mr. Lawhon introduced the item. Ms. Doveton discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Keith Bell, 3604 Carter Road, Buford

Commissioner Cooper/Commissioner Powell — approve with the seven (7) conditions listed below — unanimous

Conditions:

1. The agri-entertainment business shall operate as described in the narrative dated May 15, 2023 and depicted on the site plan dated January 31, 2022.
2. A variance is granted for the building setback requirement for agri-entertainment structures, reducing the setback from 300 feet to 240 feet.
3. A variance is granted to the parking area setback, reducing the setback from 200 feet to 160 feet.
4. With the exception of permitting gravel parking, the non-residential development shall be subject to the standards of the Gateway Corridors Overlay District (GCOD,17.420). No other variances are granted from these standards.
5. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
6. Per, 2.60.060. — effective period of approved applications, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
7. The business license associated with this use shall go before the Hall County Planning Commission and the Board of Commissioners for renewal after a period of three years.

- 26 **7896 Calvary Cross Road | Rezone** | from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 53.98± acre tract located on north side of Calvary Cross Road at its intersection with Lula Road | Zoned PCFD; Tax Parcel 12104 000005 | **Proposed use: 12-lot subdivision** | Commission District 3 | **Candler Real Estate, applicant.**

Mr. Lawhon introduced the item. Ms. Doveton discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Lee Hemmer, 3945 Reynolds Road, Gainesville

- Kelly Boyd, 7896 Calvary Cross Road, Lula

Opposition:

- Corsin Teasley, 5328 Innisbrook Lane, Gainesville

Commissioner Poole/Commissioner Powell — approve with the twelve (12) conditions listed below — unanimous

Conditions:

- 1. Development is approved for lots as generally shown on the concept plan and described in the project narrative modified as necessary for compliance with development standards enforced at the time of site plan approval. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards.*
- 2. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards or processes in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.*
- 3. This development is approved for a maximum of 11 lots with a minimum lot size of 2 acres.*
- 4. The parcel identified on the site plan as Tract 2, located at the intersection of Skitts Mountain Road and Lula Road / SR 52, and consisting of 0.49 acres is not approved as a separate building lot.*
- 5. The development shall meet the requirements of the Planned Residential Development (PRD,17.180.060) zoning district, except as noted below.*
- 6. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.*
- 7. Developer shall provide a 50 ft. setback that includes the existing natural features and vegetation along the exterior boundaries. The exception to this standard shall be those lot lines that serve as the boundary between the subject property and parcel 12104 000005A, along which the developer shall install a 25 ft. planted buffer once construction begins on adjacent lots.*
- 8. At time of permit application, at least 30% of open space shall be shown on all site plans submitted for review. Site plan shall also show that a minimum of two (2) trees per lot exists or shall be planted per 17.180.060.*
- 9. All driveways shall meet site distance requirements, as well as all other Hall County Traffic and Georgia Department of Transportation requirements.*
- 10. Developer shall not be required to install sidewalks throughout the development.*
- 11. The subdivision of any tract into seven or more lots within a 12-month period from the date of recording of the plat may require a stormwater management report should the proposed development meet thresholds for impervious surfaces and/or disturbed acreage.*
- 12. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not*

limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

County Administrator

Mr. Propes stated the following:

- *The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Hall County Government the Certificate of Achievement for Excellence in Financial Reporting for its comprehensive annual financial report for FY 2022. Thanked Financial Services staff, department directors, Hall County employees and the Board of Commissioners for their commitment to excellence.*

Commission Time

Commissioner Billy Powell, District 2, acknowledged current members of Leadership Hall. These members addressed the Board:

- *Teigha Snowden, United Way*
- *Valentina Velasquez, Lanier Islands*
- *Brian Barfield, AT&T*
- *Kevin Holbrook, City of Gainesville Police Department*

Commissioner Jeff Stowe, District 4, announced the Butler Gym Ribbon Cutting would be held on Saturday, September 16, 2023 at 10 am.

Adjourn

Commissioner Powell/Commissioner Poole — adjourn at 6:31p.m. — unanimous



AGENDA ITEM

Consent

REPORT TO: **Work Session (09/25/23)**
REPORT TO: **Voting Meeting (09/28/23)**
ITEM NO: 534/2023
SUBJECT: Approve the September 14, 2023 Executive Session minutes.

Meetings:

Work Session Date: 09/25/23 **Voting Meeting Date:** 09/28/23

Executive Summary:

Presenter: CA
Recommendation:
 Approve.

Purpose of Request: Approve the September 14, 2023 Executive Session Minutes.
History:

Facts and Issues: **Options:**

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2023-09-28

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

Attachments:



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)
REPORT TO: Voting Meeting (09/28/23)
ITEM NO: 536/2023
SUBJECT: Approve the September 14, 2023 Meeting minutes.

Meetings:

Work Session Date: 09/25/23 **Voting Meeting Date:** 09/28/23

Executive Summary:

Presenter: CA
Recommendation:
Approve.

Purpose of Request: Approve the September 14, 2023 Meeting minutes.
History:

Facts and Issues: **Options:**

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2023-09-28

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

Attachments:

September 14, 2023 Meeting Minutes



**HALL COUNTY BOARD OF COMMISSIONERS
MEETING MINUTES**

**Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504**

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, September 14, 2023 - 05:00 PM**

Call to Order

Chairman Higgins at 5:00 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Billy Powell and Commissioners Jeff Stowe, Kathy Cooper, and Gregg Poole

Also present were County Administrator Zach Propes, Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Abril Olivas, County Attorney William Linkous III, and Special Assistant County Attorney Van Stephens

Commissioner Powell/Commissioner Poole — to go into Executive Session at 5:00 p.m. — unanimous

Executive Session

- 1 Discussion regarding land acquisition, land disposition, personnel matters, potential litigation and/or litigation. Executive Session is not open to the public. Executive Session is a lawfully closed meeting [§ 50-14-1 (a)(2)].

Commissioner Powell/Commissioner Stowe — to adjourn the Executive Session at 6:04 p.m. — unanimous

Adjourn

Commissioner Stowe/Commissioner Powell — adjourn the Meeting at 6:04 p.m. — unanimous



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 510/2023

SUBJECT: Approve the award of RFQ/P 44-010 Renovation of Animal Services HVAC and Lighting for Animal Services to TRANE U.S. Inc of Atlanta, GA, in the amount of \$2,124,406.00.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: BH
Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P 44-010 Renovation of Animal Services HVAC and Lighting for Animal Services to TRANE U.S. Inc of Atlanta, GA, in the amount of \$2,124,406.00.

History:

Facts and Issues:
After receiving one (1) bid response and two (2) no bids for this solitation, at the request of Facilities Management and Animal Services, we requested that TRANE submit a "Best - and Final" offer. TRANE complied with an additional submittal that was \$88,077 less than the original submittal. Facilities Management and Animal Services requested that the County accept the offer and the additional five (5) year warranty at an additional \$38,177.00.

Options:

Project will include the removal of four (4) existing DX split systems and the installation of two (2) new ground-mounted RTUs and a new exhaust system for the four (4) dog kennel rooms. There are six (6) additional DX split systems to be replaced with new equipment. The length of the project will be spread over two (2) Fiscal years which will accomodate for the budget necessary to complete the project.

Funding Requested	\$ 2,124,406.00
Are funds within current budget?	Yes
Source of Funds	American Relief Funding, SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
JD	BH	BH	AP
Budget	Finance	Attorney	Administration
EW	WG	VS	JR
Clerk			
JR			

Attachments:

Financial Supplement
 Contract
 Best-and-Final Offer - TRANE
 Exhibit C - Mandatory Cost Proposal
 No Bid - Conditioned Air Systems, Inc.
 No Bid - Daikin Applied



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 510/2023

Funds Requested: \$ 2,124,406.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

American Relief Funding, SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	541300-BUILDING AND IMPROVEMENTS	\$896,022.00
2024	324-SPLOST VIII	1565-BUILDINGS AND MAINTENANCE	541300-BUILDING AND IMPROVEMENTS	\$750,000.00
2025	324-SPLOST VIII	1565-BUILDINGS AND MAINTENANCE	541300-BUILDING AND IMPROVEMENTS	\$478,384.00

Budget Transfer Items:

Additional Information/Comments:

This project will be completed over two (2) years. There is not a need for a current year budget adjustment. We will account for the FY 2025 portion during the FY 2025 budget process.

Contact for Questions: BH

Phone: 678-997-5823



Hall County Georgia and Trane
Trane Project No. _____

This Agreement (hereafter the "Agreement") is made and entered into as of this 8th of September, 2023 by and between Trane U.S. Inc., (hereinafter "Trane") and Hall County, Georgia (hereinafter "Customer") for the purpose of furnishing certain services and work designed to improve the facility at the Premises (as defined below).

ARTICLE 1 - THE SERVICES AND COMPENSATION

Section 1.01. Contract Price. Subject to the terms and conditions hereof, as payment for Trane's performance and furnishing of the Services (as defined below) at the Premises identified in Exhibit C hereto, Customer shall pay or cause to be paid to Trane, in accordance with the dates and amounts on Exhibit A pursuant to Section 1.04, the sum of Two Million, One-hundred Thousand, Four Hundred and Six dollars (\$2,124,406.00), which Contract Price includes all sales, consumer, use and similar taxes (excluding income taxes) for the Services which are legally enacted as of the date of this Agreement.

Section 1.02. The Services and Exclusions. No later than 365 days from the Effective Date, Trane shall have designed and substantially completed installation of the equipment and performance of the work and services described in Exhibit B (hereinafter, collectively, the "Services"). Trane's obligation hereunder is limited to the Services as defined herein. Excluded from the Services are any modifications or alterations to the Premises (not expressly included within the Services as defined) that may be required by operation of the Americans With Disabilities Act or any other law or building code(s).

Section 1.03. Construction Procedures and Changes to Services. Trane shall supervise and direct the Services using its best skill and attention. Trane shall have exclusive control over construction means, methods, techniques, sequences and procedures. Trane shall at all times have the right to replace, delete or substantially alter any item of equipment or part of the Services, correct any work, or revise any procedures included in this Agreement, provided, however, that Trane shall obtain Customer's prior consent to substantial deviations from the original scope of Services, said consent not to be reasonably withheld or delayed.

Section 1.04. Payment Terms. Customer shall pay Trane or cause Trane to be paid for the Services as follows:

(a) **Initial Payment:** Customer agrees to pay an initial payment (for engineering, drafting and other mobilization costs incurred prior to on-site installation) within thirty (30) days from the Effective Date of this Agreement in the amount of \$318,660.90, which amount represents 15% of the Contract Price; and

(b) **Progress and Final Payments:** Trane will invoice in accordance with Exhibit A for all materials and equipment delivered to the Premises (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within thirty (30) calendar days of its date shall be past due.

Section 1.05. Substantial Completion and Final Completion.

(a) **Substantial Completion.** When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Services (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Services are sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion in the form of Exhibit D.1, setting forth



the date of Substantial Completion and shall state the date by which Trane shall complete the items of work included on the punch list.

(b) **Final Completion.** Upon Customer's receipt of written notice from Trane that the installation work included in the Services is ready for final inspection and acceptance, Customer and Trane shall inspect the installation work and determine whether the same has been performed in accordance with this Agreement. If Customer considers the installation work to have been performed in accordance with this Agreement, Customer shall issue a Certificate of Final Completion and Acceptance, substantially in the form attached hereto as Exhibit D.2, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

Section 1.06. Delays. If Trane is delayed in the commencement or completion of any part of the Services due to events beyond Trane's control (including, but not limited to, fire, flood, labor disputes, unusual delays in deliveries, unavoidable casualties, abnormal adverse weather, and acts of God), or due to Customer's action(s) or failure to perform its obligations under this Agreement or to cooperate with Trane in the timely performance of the Services, then Trane will notify Customer in writing of the existence, extent of, and reason(s) for such delay(s). Trane and Customer shall extend the contract time and/or increase the Contract Price by Change Order for such reasonable time and/or amount as they shall agree.

Section 1.07. Equipment Location and Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer.

Section 1.08. Permits and Governmental Fees. Trane shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the installation work and which are legally required when bids from Trane's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Section 1.09. Utilities During Construction. At no cost to Trane, Customer shall provide and pay for water, heat, and utilities consumed by Trane during performance of the Services hereunder. Trane shall install and pay the cost of any temporary facilities not already in existence, which will be required during construction for accessing such water, heat, and utilities.

Section 1.10. Concealed or Unknown Conditions. In the performance of the installation work, if Trane encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the drawings or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the installation work, Trane shall notify Customer of such conditions as promptly as practicable, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Trane's cost of, or time required for, performance of any part of the Services, Trane shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, Contract Time, or both.

Section 1.11. Damage to Equipment; Casualty or Condemnation of Premises. (a) If any fire, flood, other casualty, or condemnation renders a majority of the Premises incapable of being occupied and the affected portion is not reconstructed or restored within ninety (90) days from the date of such casualty or condemnation, Trane may terminate this Agreement by delivery of a written notice to Customer, whereupon both parties shall have no further liability to each other, subject to Customer's obligation to pay to Trane for all parts of the Services, equipment and material furnished to the date of termination, including any specially manufactured or non-stock items, whether in production or delivered.

(b) If any significant item of equipment is irreparably damaged by Customer, its employees, agents or invitees, or is destroyed or stolen, and if Customer fails to repair or replace said item within a reasonable period of time, Trane may terminate this Agreement by delivery of a written notice to Customer, whereupon both parties shall have no further liability to each other, subject to Customer's obligation to pay to Trane for all parts of the Services, equipment and material furnished to the date of termination, including any specially manufactured or non-stock items, whether in production or delivered. Any such termination shall not be considered any Event of Default on the part of either party.

Section 1.12. Changes to the Services. (a) Customer, by written Change Order, may request that Trane perform work in addition to the Services. Trane shall be obligated to perform such additional work only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional work, the amount of any adjustment in the Contract Price, and the extent of any adjustment in the contract time.

(b) If a Change Order provides for an adjustment to the Contract Price, such adjustment shall be based on one of the following methods:

- (1) A lump sum agreed to by Customer and Trane;
- (2) Unit prices set forth in this Agreement or subsequently agreed to; or
- (3) Cost of the work ordered plus a fee agreed to by the parties.

(c) The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) the costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

Section 1.13. Adjustment to Contract Time. Trane shall be allowed an equitable adjustment in the Contract Time for performance of additional Work that increases the amount of time required to perform the Services.



Section 1.14. Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

Section 1.15. Pre-Existing Conditions. Trane is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of the building envelope, mechanical system, plumbing, and/or indoor air quality issues involving mold and/or fungi. Trane also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane.

ARTICLE 2 - CUSTOMER'S OBLIGATIONS

Section 2.01. Representations and Warranties of Customer. Customer hereby warrants and represents to Trane that:

(a) Customer is the legal fee owner of the Premises and/or otherwise has all requisite authority to make the improvements to the Premises that will result from Trane's performance of the Services;

(b) Customer has provided Trane with all records heretofore requested by Trane and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects except as may be disclosed to Trane by Customer in writing;

(c) Customer has disclosed in writing to Trane the existence and location of all known or suspected asbestos and other hazardous materials on the Premises; and

(d) Customer has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Customer is a governmental entity or instrumentality thereof, Customer has complied with all laws and regulations relative to bidding or procurement.

Section 2.02. Customer Default. Each of the following events or conditions shall constitute a default by Customer and shall give Trane the right to, without an election of remedies: (a) proceed pursuant to Section 7.01; and/or (b) terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Trane for all Services furnished to date, including any specially manufactured or non-stock items, whether in production or delivered, and any damages sustained by Trane, including anticipatory profits:

(1) Any failure by Customer to pay or cause to be paid amounts due Trane more than thirty (30) days after the date of the invoice therefor;

(2) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made;

(3) Any default by Customer under any instrument or agreement related to the financing of all or any part of the Services or equipment hereunder;

(4) Any failure by Customer to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for ten (10) days after



written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such ten (10) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof; or

(5) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, Customer shall become insolvent, make a general assignment for the benefit of creditors, or Customer shall fail to pay its debts as and when they become due.

ARTICLE 3 - INSURANCE

Section 3.01. Trane's Liability Insurance. Trane shall purchase from and maintain, without interruption from the commencement of the Services until the date of final payment, a Commercial General Liability policy, Worker's Compensation and Employer's Liability policy and Commercial Automobile Liability policy, through a company or companies rated A -VI or better by A.M. Best Company.

Section 3.02. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate.

(b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Contract Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than \$5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer.

(c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment or settlement and the parties shall proceed pursuant to Section 7.01.

Section 3.03. Customer's Loss of Use/Business Interruption Insurance. Customer may purchase and maintain insurance to protect against loss of use of Customer's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Customer acknowledges that Trane is not required to purchase or maintain such insurance against the loss of use of Customer's property or business interruption.

Section 3.04. Evidence of Insurance. Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Customer's



certificate shall clearly name "Trane U.S. Inc." as an additional insured with an endorsement containing no restrictions or limitations on the policy that do not also apply to the named insured. Neither the procurement nor maintenance of any type of insurance by Customer shall in any way be construed or deemed to limit, waive, or release Customer from any of the obligations and risks of Customer under this Agreement, or to be a limitation on the nature and extent of such obligations and risks.

ARTICLE 4 - HAZARDOUS MATERIALS

Section 4.01. Asbestos and Hazardous Materials. (a) Trane's Services and other work in connection with this Agreement expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde, foam insulation, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents, and any other substances, the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as the laws have been and may be amended and supplemented.

(b) Trane shall not be required to perform any identification, abatement, remediation, cleanup, control, or removal of Hazardous Materials. Customer warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit B (Scope of Services) or Exhibit C (Description of Premises), there are no Hazardous Materials on the Premises that will in any way affect Trane's Services and Customer has disclosed to Trane the existence and location of any Hazardous Materials in all areas within which Trane will be performing any part of the Services. The existence or location of any Hazardous Materials that have been so disclosed by Customer to Trane shall be the responsibility of Customer.

(c) Should Trane become aware of or suspect the presence of Hazardous Materials, Trane shall have the right to immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Trane shall be required to resume performance of the Services in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, Trane may terminate this Agreement and Customer shall be liable to Trane for the Services completed to date of termination and anticipatory profits. Customer shall compensate Trane for any additional costs incurred by Trane as a result of work stoppage, including demobilization and remobilization. Under no circumstances shall Trane be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Premises for the presence of Hazardous Materials. Trane shall not have any liability (whether direct or indirect and regardless of cause) relating to or arising from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents.

ARTICLE 5 - INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 5.01. Indemnification. Neither party shall indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the acts or omissions of the other party. **To the extent allowed by law, if**



the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault. To the extent allowed by law, the duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions which occurred prior to expiration or termination.

Section 5.02. Limitation of Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES.

ARTICLE 6 - WARRANTY

Section 6.01. Workmanship and Equipment Warranty. Trane warrants that, for a period of one year from the date of Substantial Completion (the "Warranty Period"), Trane-manufactured equipment installed hereunder and the installation work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins. Trane obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. For Trane-manufactured equipment not installed by Trane the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. Equipment and/or parts that are not manufactured by Trane are not warranted by Trane and have such warranties as may be extended by the respective manufacturer. If such defect in Trane-manufactured equipment or the installation work is discovered within the Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said Trane-manufactured equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to Trane until said equipment and Services have been paid for in full and then said liability shall be limited to Trane's cost to correct the defective equipment or work and/or the purchase price of the equipment shown to be defective. Trane's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

ARTICLE 7 - GENERAL PROVISIONS

Section 7.01. Notices and Changes of Address. All notices to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to Trane:	Trane 4000 DeKalb Technology Parkway Building 100	If to Customer:	P.O. Drawer 1435 Gainesville, GA 30503
---------------------	---	------------------------	---



Atlanta, GA 30340
Attention: Gordon McWhorter

Attention: Andy Penick
Department of Financial Services,
Purchasing Division

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails. Notices sent by fax or e-mail shall require tangible confirmation of receipt from the person to whom addressed.

Section 7.02. Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Trane. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Section 7.03. Applicable Law and Jurisdiction. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Services are to be performed. Customer hereby submits to the personal jurisdiction of the courts of the state and of the United States District Court in such state in which the Services are to be performed and to being sued in such jurisdiction.

Section 7.04. Term of Agreement. The term ("Term") of this Agreement shall commence as of the date first written above and shall end upon final completion of the Services, provided, however, that the warranty obligation set forth in Article 6 shall survive expiration of the Term.

Section 7.05. Complete Agreement. This Agreement and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Agreement between both parties regarding the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

Section 7.06. Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Section 7.07. Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A: Payment Schedule
- Exhibit B: Scope of Services
- Exhibit C: Description of Premises
- Exhibit D.1: Certificate of Substantial Completion
- Exhibit D.2: Certificate of Final Completion and Acceptance

Section 7.08. Force Majeure. Trane shall not be considered to be in default hereunder when a failure of performance is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, labor or material shortages, or sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of Trane. If Trane is rendered unable to fulfill any of its obligations under this



Agreement by reason of an Event of Force Majeure, it shall give prompt written notice of such fact to Customer and Trane's obligations shall be suspended until removal of the Event of Force Majeure.

Section 7.09. Execution and Counterparts. This Agreement and any amendment may be executed by the parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement and any amendment shall be legally valid and effective through: (i) executing and delivering the paper copy of the document; (ii) transmitting the executed paper copy of the document by electronic mail in portable document format (".pdf") or other electronically scanned format; or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendment, the execution of which is accomplished through use of an electronic process associated with this Agreement, and executed or adopted by a party with the intent to execute this Agreement (i.e. electronic signature).

Section 7.10. Severability. If any term or conditions of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

Section 7.11. Bonds. In no event shall the Performance and Payment bonds cover any energy savings guarantees. Additionally, the bonds shall not cover any warranties beyond one year from completion of the installation.

Section 7.12. U.S. Government Work. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Trane will have no obligations to Customer unless and until Customer provides Trane with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Trane of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Trane prior to providing any government official any information about Trane's performance of the work that is the subject of this offer or agreement, other than this written offer or agreement



IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

Trane U.S. Inc.

Hall County Georgia

By: Janice Ferina
(Signature)
Janice Ferina
(Printed Name)

By: _____
(Signature)

(Printed Name)

Title: Regional Contract Analyst

Title: _____

Date: 09/08/2023

Date: _____

Trane's state contractor's license number:
GCCO002573

SUBSCRIBED AND SWORN BEFORE
ME ON THIS DAY 8TH DAY OF SEPTEMBER, 2023

SUBSCRIBED AND SWORN BEFORE
ME ON THIS DAY ____ DAY OF _____, 2023

Tonya Tondra Taldon
Notary Public
My Commission Expires on 06/16/2027

Notary Public
My Commission Expires on _____

TONYA TONISHA TALDON
Notary Public State of Alabama
Alabama State At Large
My Commission Expires
06/16/2027



APPROVED AS TO FORM:

William J. Linkous III
William J. Linkous III, County Attorney

EXHIBIT A
Payment Schedule

Customer will make payments monthly during the construction period on a percentage of completion basis.

Customer agrees to pay an initial payment due thirty (30) days following the Effective Date of this Agreement in the amount of \$318,660.90, which amount represents 15% of the Contract Price.

Thereafter, a Schedule of Values form (AIA G703) will be used to document the percentage of completion amount due each month.

EXHIBIT B
Scope of Services

Trane will furnish and supply materials, equipment, labor, and other provisions required to complete an HVAC, controls, and lighting renovation project at the Hall County Georgia Animal Control Facility in accordance and compliance with the:

- Construction Drawing Package for the Hall County Animal Control Facility HVAC Replacement dated 5-22-23 revision "Release for Bid".
- Project Manual for Hall County Animal Control Facility HVAC Replacement Gainesville, GA dated May 2023
- Addendum 1 dated 7-5-23
- Addendum 2 dated 7-23-23 (includes duct cleaning scope, kennel lighting control instructions, and instructions for replacement of suspended ceiling tiles)
- Addendum 3 dated 7-18-23 (includes specifications for outdoor duct associated with GRTUs 1 & 2, and allowances for reuse of existing electrical wiring and conduit as code allows)
- Addendum 4 dated 7-19-23 (provides structural instructions for installation of EF 7 & 8)

Project scope includes demolition of all existing building HVAC systems, and equipment supply & installation of (7) new split air conditioning systems with indoor gas furnaces, (2) new outdoor packaged dedicated outdoor air units with new ductwork to install kennel areas, (1) new split dedicated outdoor air system including a gas duct heater, (8) new exhaust fans, and new supply air, return air, and exhaust air diffusers and grilles. The scope of supply for Trane equipment is the following:

Kennel Area

Horizon DOAS Units (Qty: 2) Item	Tag(s)	Qty	Description	Model Number
A1	GRTU-1, GRTU-2	2	Horizon - Outdoor Air Unit (K/N)	OAND540F3

Product Data - Qty (2) Horizon DOAS Units

Item: A1 Qty: 2 Tag(s): GRTU-1, GRTU-2

Airflow Configuration: Horizontal Discharge/No Return
 Installation: Outdoor
 Evaporator Coil: DX 6 Row Interlaced
 Unit Voltage: 208-3-60
 Hot Gas Reheat: Modulating
 Compressor: Digital Scroll Both Circuits
 Condenser: Air Cooled Variable Speed Head Pressure Low Ambient Control
 Indoor Blower Motor: Direct Drive w/VFD
 Heat Type: Indirect Fired (IF)
 Fuel Type: Natural Gas - 81% Eff.
 439 Stainless Steel Furnace: 675 Mbtu/h, (20:1 Turndown NG, 16:1 Turndown LP)
 Unit Controls: Trane UC600 - Space Control w/BACNET w/Display
 Damper Options: 2-Position Outdoor Air Damper
 Filters: MERV-8
 Electrical Options: Non-Fused Disconnect Switch "Circuit Breaker" w/115v Outlet
 Air Flow Monitoring: Outdoor Air w/ Display and IFM w/ Piezo Ring/Tap
 Accessories: Condenser Hailguard
 Curb Selection: Standard Knockdown Curb
 Supply Discharge Air Sensor (FLD)

Exhibit C – Description of Premises

2 inch Double Wall Construction
 Stainless Steel Drip Pan
 Factory Startup

DOAS Notes & Exclusions:

1. Other than noted, controls, actuators, sensors, interfaces, etc. are not by Trane
2. External vibration isolation is not by Trane
3. Fire/smoke devices are not provided by Trane.
4. Extra filters and extra belts/sheaves are not provided by Trane.
5. Roof curbs ship knocked-down and un-insulated for field installation. Shimming/insulation is not by Trane.

EF-7 & EF-8 VFD (Qty: 1) Item	Tag(s)	Qty	Description	Model Number
B1	EF-7,8	1	ABB Variable Speed Drive	ACH580

Product Data - Exhaust Fan VFD

Item: B1 Qty: 1 Tag(s): EF-7 & EF-8 VFD

Nema 1 Enclosure
 Electronic Bypass
 Circuit Breaker Disconnect
 EMI/RFI filters
 5%-Dual DC Link reactors
 BACnet MS/TP interface

Office Area

Item	Tag(s)	Qty	Description	Model Number
C1	FCU-1, FCU-2	2	5 Ton Unitary Split Systems	4TTR4060N10000 / S9V2D120U5PSB / 4TXCD008DS3HC
C2	FCU-3, FCU-4	2	3 Ton Unitary Split Systems	4TTR4036N10000 / S9V2C080U5PSB / 4TXCC007DS3HC
C3	FCU-5, FCU-6, FCU-7	3	2 Ton Unitary Split Systems	4TTR4024N10000 / S9V2B060D3PSB / 4TXCB004DS3HC

Product Data - Split System Air Conditioning Units (Small)

All Units

Split System Cooling Outdoor Unit
 200 - 230 Volt 1 Phase 60 Hertz
 Permanent split capacitor Two Speed
 Standard 24 Volt
 90%+ Eff, 2 Stg, Var. speed Furnace
 3-Way (upflow, Horiz Right, Horiz Left)
 Cased Coil
 Brazed
 Hi efficiency
 TXV-Non bleed
 Conv-upflow/dnflw, left airflow coil
 Low Ambient Control (Field Installed)
 Touchscreen Programmable 4H/2C (Field Installed)

Item: C1 Qty: 2 Tag(s): FCU-1, FCU-2
5 Ton Nominal Cooling Capacity
120,000 Heating input BTUH

Item: C2 Qty: 2 Tag(s): FCU-3, FCU-4
3 Ton Nominal Cooling Capacity
80,000 Heating input BTUH

Item: C3 Qty: 3 Tag(s): FCU-5, FCU-6, FCU-7
2 Ton Nominal Cooling Capacity
60,000 Heating input BTUH

Split System Notes & Exclusions:

1. Disconnects are not by Trane.
2. External vibration isolation is not by Trane.
3. Refrigerant line sets and refrigerant specialties (including TXVs) are not by Trane.
4. Floor stands, plenums and supply/return grilles are not provided by Trane.
5. Secondary drain pans/condensate accessories are not provided by Trane.
6. Fire/smoke devices are not provided by Trane.
7. Extra filters, belts & sheaves are not provided by Trane.
8. Startup, training are not included.

Item	Tag(s)	Qty	Description	Model Number
D1	GDH-1	1	Heatco Duct Furnace	HDA200SS42B0

Product Data - Duct Gas Heater

Item: D1 Qty: 1 Tag(s): GDH-1
200,000 Btuh
409 Stainless Steel
Horiz. Airflow Up Discharge Right Burner
115 VAC
Natural Gas
Indoor. Separated Combustion (Insulated)

DOAS-1, gravity intake ventilator GIV-1, exhaust fans, and other equipment and materials required for project will be supplied, but not manufactured, by Trane.

The scope of supply and installation for Trane controls is summarized as follows:

Building Automation System

Kennels Section

A. (1) Tracer SC+ System Controller

Exhibit C – Description of Premises

1. Furnish and install Tracer SC system controller with integral web server. To be installed in electrical room or IT closet. Coordinate field location.
 2. System controller to be connected to owner's local area network. Owner to provide network connection and I.P. address. Coordinate with Hall County IT for remote access and information for Tracer BAS connection.
 3. *Coordinate with job electrician to get dedicated 120V drop at SC+ panel location (or stepdown from another source).*
 4. Includes BAS workstation computer as specified.
 5. Furnish standard status pages and standard equipment graphics for all items in the scope.
 6. Furnish custom floor plan graphics.
- B. (2) Trane Packaged Dedicated RTU – (GRTU-1,2)**
1. Furnish and install wired communications interface to factory mounted BACnet controller. Internal unit sensors and end devices to be factory mounted.
 2. Includes mounting of devices required to be field mounted and shipped loose with unit.
 3. Furnish and install interlock of fire alarm system device to Unit for local shutdown.
 4. Includes unit graphic, programming, and standard equipment pages.
- C. (2) Exhaust Fans to be controlled as follows (EF-7,8):**
1. Furnish and install current sensing relays for enable and status monitoring by Tracer BAS.
 2. Coordinate installation of control panels near existing and new EF motor starters.
 3. Includes VFD control for those EFs scheduled to have them. VFDs provided and installed by others.
 4. *Requires coordination with job electrician for 120V drop (or stepdown transformer) to power EF control panel(s).*

Office Section

- A. (7) Split System Air Conditioning Units (FCU-1 through 7)**
1. Furnish and install controller and end devices for BAS monitoring and control of split systems. Install temperature and humidity sensors where shown.
 2. Pull high speed communications bus to unit for Tracer BAS connection.
 3. Furnish and install interconnect wiring and terminations between indoor and outdoor unit.
 4. Furnish and install interlock of fire alarm system device to Unit for local shutdown as required by code for units above 2000 cfm.
 5. Includes interlock and control of GDH-1 with FCU-1 as scheduled.
- B. (6) Exhaust Fans to be controlled as follows:**
1. Furnish and install current sensing relays for enable and status monitoring by Tracer BAS.
 2. Coordinate installation of control panels near existing and new EF motor starters.
 3. Provide software interlock to associated AHU for TOD scheduling.
 4. Includes VFD control for those EFs scheduled to have them. VFDs provided and installed by others.
 5. *Requires coordination with job electrician for 120V drop (or stepdown transformer) to power EF control panel(s).*
- C. (1) Trane Horizon Packaged Dedicated Outside Air Unit (DOAS-1)**
1. Furnish and install wired communications interface to factory mounted UC600 BACnet controller. Internal unit sensors and end devices to be factory mounted as well.
 2. Includes mounting of devices required to be field mounted and shipped loose with unit.
 3. Furnish and install interlock of fire alarm system device to Unit for local shutdown.
 4. Includes unit graphic, programming, and standard equipment pages.

Trane will furnish and install all required electrical equipment and materials necessary for a complete, functional building HVAC and control system. Trane will also furnish and install new LED lighting fixtures along with associated conduit, wiring, and switches for kennel area lighting as specified by the drawings and specifications. Trane will furnish and install gas piping and plumbing system modifications as specified by the drawings and specifications.

Trane will furnish and install new/replacement suspended ceiling tiles in accordance with Addendum 2.

Trane will clean all HVAC supply duct systems that are being “re-used” in compliance with Addendum 2.

Extended Warranty

The following extended warranties are included in the project scope:

- 5-year parts/labor on equipment provided by Trane
 - (2) Trane Outdoor Air Units
 - (2) Trane Split systems
 - (1) Aeon Split System
 - (1) Gas Duct Heater
 - (8) Fans as provided in the Fan Schedule on page M3.1 of the project drawings

GENERAL ASSUMPTION AND EXCLUSIONS

1. Correction of any code deficiencies not directly caused by the improvements covered in this Scope of Work is the responsibility of the Customer. Customer may address corrections in its own manner outside of Trane’s sub-contractors and vendors after receiving their input.
2. The Scope of Work herein is based on the assumption that the Customer’s existing mechanical and electrical features, and other structures are in a good working condition.
3. Any upgrades required that are not expressly included in this Scope of Work are the responsibility of the Customer.
4. Except where expressly stated in the Scope of Work, repair of existing equipment and system deficiencies is not covered by the scope of Trane’s Services hereunder.
5. Trane plans to undertake the majority of implementation work during normal work hours (Monday through Friday: 7 AM EST – 5 PM EST) with the exception of building utility outages; most of this work will occur during night and weekend time periods. Trane and the Customer will collaborate to develop a detailed plan for work scheduling in each building after commencement of the contract
6. Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
7. Any work to the fire and life safety systems in the facility is excluded.
8. Trane is to reuse all existing smoke detector and fire safety interlocks and they are expected to be in working condition.
9. Systems not specifically mentioned in the proposal are not covered.
10. Customer shall make work areas clear of employees for times and durations listed in the project schedule.
11. Customer shall provide network access and a data drop at the location of each Tracer SC+ controller as called out in the design drawings developed at a later date.
- 12.** Any electrical work outside of the specific scope of work outlined herein is excluded.

EXHIBIT C
Description of Premises

The Premises are described as follows:

Hall County Government Center
1688 Barber Rd
Gainesville, GA 30507

EXHIBIT D.1
Certificate of Substantial Completion

Certificate of Substantial Completion

{Customer & project name}

Trane Project No.:

Date Certificate Submitted to Customer:

The Services performed pursuant to the Turnkey Agreement ("Agreement"), by and between Trane U.S. Inc. ("Trane"), and ("Customer"), dated as of , have been inspected by Customer, have been determined to be substantially complete and Customer accepts the same in accordance with the terms of the Agreement.

The Date of Substantial Completion is:

Punch list items are listed on the attached, together with the date such items are to be completed.

The Warranty Period, pursuant to Article 6 of the Agreement, commences as of the date of Substantial Completion or the earlier dates stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

Trane U.S. Inc.

By: _____
 (Signature)

(Printed Name)

Title: _____

Date: _____

(Customer)

By: _____

(Signature)

(Printed Name)

Title: _____

Date: _____

EXHIBIT D.2
Certificate of Final Completion

Certificate of Final Completion and Acceptance

{Customer & project name}

Trane Project No.:

Date Certificate Submitted to Customer:

The Services performed pursuant to the Turnkey Agreement (the "Agreement"), by and between _____ ("Customer") and Trane U.S. Inc., dated as of _____, has been inspected by the undersigned Customer and have been determined to be finally complete.

The Date of Final Completion and Acceptance is hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

Trane U.S. Inc.

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

(Customer)

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____



Hall County Government
FINANCIAL SERVICES

REQUEST FOR BEST-AND-FINAL-OFFER
RFQ/P #44-010

For the provision of

**Renovation of Animal Services HVAC and
Lighting**

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

Director
Wesley Geddings

Hall County, Georgia request a Best-and-Final-Offer for the Cost Proposal portion for the provision of Owner's Representative for the Renovation of Animal Services HVAC and Lighting. The County intends to award one (1) contract to one (1) firm for this initial feasibility study.

DUE DATE: August 11, 2023, 11:00 am EST

Please complete the attached Exhibit C – Mandatory Cost Proposal Worksheet and email back to jdorough@hallcounty.org by the Due Date noted above.

Your firm is not required to present a Best-and-Final-Offer. If one is not received then the County will use your original Cost Proposal for evaluation.

Sincerely,

Julie Dorough
Issuing Officer
Hall County Georgia
jdorough@hallcounty.org

EXHIBIT C
Mandatory Cost Proposal Worksheet
RFQ/P #44-010

Best – and - Final - Offer

Company Name: Trane US Inc

Bidder's Name: Giancarlo Cicero, Area General Manager

Bidder's Signature: 

Date: 8/11/2023

1. Furnish all labor, removal, material, equipment, and administrative coordination for the renovation of the Animal Services HVAC and Lighting Renovation project. The design shall be turnkey, and all aspects of the design shall be included in the consultant's pricing including, but not limited to; the removal of four (4) existing DX split systems and the installation of two (2) new ground mounted RTUs and new exhaust systems for the four (4) dog kennel rooms. There are six (6) additional DX split systems to be replaced with new equipment. There is also a need for site lighting design and installation for the parking lot.

1a. Labor: to remove old equipment \$ 39,678

1b. Labor: to install new equipment \$ 837,215

1c. Material / Equipment: \$ 1,102,977

1d. Additional Costs: \$ 106,359

Breakdown of all items to support bid total:

Item 1c. includes warranties, bond, travel, use tax, and provisions for general site conditions.

The three alternate bids offered in Section C, of our original proposal are adjusted as follows:

Alternate 1 - \$38,177, Alternate 2 - \$54,167, Alternate 3 - \$57,935. The Alternate bids are not included in the total bid below.

1e. Bid Total:
\$ 2,086,229

1f. Define warranty for material and labor provided above:

1 Year parts and labor on equipment, 1 Year on workmanship from substantial completion. Equipment warranty begins on start-up. 5 Year parts and labor on equipment if Alternate 1 is taken.

1g. Define project completion time after receipt of formal Notice to Proceed:

12 months from Notice to Proceed until substantial completion.

Questions:

- All questions concerning the proper method of submittal of your proposal are to be directed to: Julie Dorough, Buyer, jdorough@hallcounty.org

Note: Any exceptions to or variations from the above specifications must be stated in the following section titled "Exceptions to Specifications" to be considered.

Exception to Specifications:

- All exceptions to the enclosed specifications must be stated below to be considered:

Pricing in items 1a-1c are only good if taken together and not inclusive of the alternates offered. Trane wishes to refer Hall County to previously negotiated terms and conditions between "Trane U.S. Inc.," and "Hall County, GA," dated January 14th, 2021. If selected, we intend to contract with Hall County under the previously negotiated terms. (The Government Center Project)

Hall County Animal Center

RFQ/P #44-010 Negotiation



BEST AND FINAL OFFER

The table below represents Trane's best-and-final-offer to Hall County on RFQ/P #44-010 based on the request made on 8/10/2023. Only financial values are shown, and Trane refers the County to the original proposal for specifics regarding scope and other details.

	Original Bid	Best and Final
Base Bid	\$2,174,306	\$2,086,229
Alternate 1 – 5-Year Parts and Labor Warranty	\$42,320	\$38,177
Alternate 2 – Energy Option	\$55,720	\$54,167
Alternate 3 – Acoustical Panels	\$74,830	\$57,935



FORECASTED BILLING

The forecasted billing schedule below has been completed based on Trane's projected implementation schedule. The schedule assumes that Trane will be given the notice to proceed October 1st and require 12 months to get to substantial completion in Q3 2024. Our understanding is that this will bridge two fiscal years for Hall County.

Month	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
Forecasted Billing	\$313,234	\$34,402	\$34,402	\$34,402	\$250,581	\$519,426	\$266,497	\$77,879	\$34,402	\$48,442	\$263,083	\$198,054	\$11,427
								FY' 2024	\$1,565,223			FY' 2025	\$521,006
												Total	\$2,086,229

The billing schedule assumes contract billing based on the same terms and conditions that Trane and Hall County used to engage on the Government Center HVAC Renovation Project. The schedule is subject to change and not guaranteed.

EXHIBIT C
Mandatory Cost Proposal Worksheet
RFQ/P #44-010

Company Name: Trane U.S. Inc
Bidder's Name: Janice Ferina
Bidder's Signature: *Janice Ferina*
Date: 07/19/2023

1. Furnish all labor, removal, material, equipment, and administrative coordination for the renovation of the Animal Services HVAC and Lighting Renovation project. The design shall be turnkey, and all aspects of the design shall be included in the consultant's pricing including, but not limited to; the removal of four (4) existing DX split systems and the installation of two (2) new ground mounted RTUs and new exhaust systems for the four (4) dog kennel rooms. There are six (6) additional DX split systems to be replaced with new equipment. There is also a need for site lighting design and installation for the parking lot.

1a. Labor: to remove old equipment \$ 41,458.00

1a. Labor: to install new equipment \$ 861,085.00

1b. Material / Equipment: \$ 1,149,449.00

1c. Additional Costs : \$ 122,314.00

Breakdown of all items to support bid total:
Item 1c. includes warranties, bond, travel, use tax,
and provisions for general site conditions.
Three alternates are offered in section C. but not included
in the price in item 1d.

1d. Bid Total: \$ 2,174,306

1e. Define warranty for material and labor provided above:

1-year parts and labor on equipment, 1-year
workmanship from substantial completion.
Equipment warranty begins on start-up.
Alternate for 5-year warranty if accepted.

1f. Define project completion time after receipt of formal Notice to Proceed:

12 months from Notice to Proceed until
substantial completion.

Questions:

- All questions concerning the proper method of submittal of your proposal are to be directed to: Julie Dorough, Buyer, jdorough@hallcounty.org

Note: Any exceptions to or variations from the above specifications must be stated in the following section titled "Exceptions to Specifications" to be considered.

Exception to Specifications:

- All exceptions to the enclosed specifications must be stated below to be considered:

Pricing in items 1a-1c are only good if taken together
and not inclusive of the alternates offered. Trane wishes to
refer Hall County to previously negotiated terms and conditions between "Trane
U.S. Inc.," and "Hall County, GA," dated January 14th, 2021. If selected, we intend
to contract with Hall County under the previously negotiated terms.
(The Government Center Project)

Elizabeth White (Finance)

From: Andy Penick (Purchasing)
Sent: Tuesday, September 19, 2023 4:22 PM
To: Elizabeth White (Finance)
Subject: FW: RFQ/P #44-010 Renovation of Animal Services HVAC & Lighting - No bid

Thank you,

Andy Penick
Purchasing Manager
apenick@hallcounty.org
Office: 770-531-4939

From: Julie Dorough (Purchasing) <jdorough@hallcounty.org>
Sent: Tuesday, September 19, 2023 4:19 PM
To: Andy Penick (Purchasing) <apenick@hallcounty.org>
Subject: FW: RFQ/P #44-010 Renovation of Animal Services HVAC & Lighting - No bid

From: Kenny Gee <kgee@ConditionedAirSystems.com>
Sent: Wednesday, June 21, 2023 2:44 PM
To: Julie Dorough (Purchasing) <jdorough@hallcounty.org>
Subject: RE: RFQ/P #44-010 Renovation of Animal Services HVAC & Lighting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Julie
We will 'NO BID' as a General Contractor
Thanks for the invite.

Kenny Gee



office (770) 536-7509
cell: 770-560-3621
fax (770) 535-8096
email: kgee@conditionedairsystems.com

www.conditionedairsystems.com

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From: Julie Dorough (Purchasing) <jdorough@hallcounty.org>
Sent: Wednesday, June 21, 2023 9:27 AM
To: Julie Dorough (Purchasing) <jdorough@hallcounty.org>
Subject: RFQ/P #44-010 Renovation of Animal Services HVAC & Lighting

The attached pdf contains Hall County's Request for Qualifications/ Pricing #44-010, Renovation of Animal Services HVAC & Lighting.

Should you decide to respond with a bid submittal, your sealed bid must be delivered to and physically received by the Hall County Purchasing Division by 2:00pm, Thursday, July 27, 2023 per the requirements of the bid document.

There will be a Mandatory Pre-Bid Meeting: Thursday, June 29, 2023 at 2:00 PM.

If you do not wish to respond, please reply with "No Bid."

Thank you so much,

Julie Dorough
Buyer

Hall County Financial Services

Purchasing Division

770-536-4215 Office

770-535-7112 Fax

jdorough@hallcounty.org

www.hallcounty.org

Elizabeth White (Finance)

From: Andy Penick (Purchasing)
Sent: Tuesday, September 19, 2023 4:22 PM
To: Elizabeth White (Finance)
Subject: FW: RFQ/P #44-010 Renovation of Animal Services HVAC & Lighting - No bid

Thank you,

Andy Penick
Purchasing Manager
apenick@hallcounty.org
Office: 770-531-4939

From: Julie Dorough (Purchasing) <jdorough@hallcounty.org>
Sent: Tuesday, September 19, 2023 4:20 PM
To: Andy Penick (Purchasing) <apenick@hallcounty.org>
Subject: FW: RFQ/P #44-010 Renovation of Animal Services HVAC & Lighting - No bid

From: Grainger, Garand T <Garand.Grainger@daikinapplied.com>
Sent: Friday, July 21, 2023 10:29 AM
To: Julie Dorough (Purchasing) <jdorough@hallcounty.org>
Cc: Singh, Omar <omar.singh@daikinapplied.com>; Williams, Joseph L <Joseph.Williams@daikinapplied.com>
Subject: RE: RFQ/P #44-010 Renovation of Animal Services HVAC & Lighting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey there Julie,

Regretfully, we are going to have to no-bid this RFQ. However, if circumstances arise and y'all are able to extend the bid due date out a month, we would be able to provide something but I understand if that is not possible. Let me know if you have any questions.

Thanks,
Tyler Grainger
Daikin Applied
Service: +1 770-514-5880 Option 1
Cell: 404-450-3975
Garand.Grainger@DaikinApplied.com | www.DaikinApplied.com



From: Julie Dorough (Purchasing) <jdorough@hallcounty.org>
Sent: Wednesday, July 5, 2023 9:19 AM

To: Grainger, Garand T <Garand.Grainger@daikinapplied.com>

Subject: RFQ/P #44-010 Renovation of Animal Services HVAC & Lighting

The attached pdf contains Hall County's Request for Qualifications/ Pricing #44-010, Renovation of Animal Services HVAC & Lighting.

Should you decide to respond with a bid submittal, your sealed bid must be delivered to and physically received by the Hall County Purchasing Division by 2:00pm, Thursday, July 27, 2023 per the requirements of the bid document.

There will be a Mandatory Pre-Bid Meeting: Thursday, June 29, 2023 at 2:00 PM.

If you do not wish to respond, please reply with "No Bid."

Thank you so much,

Julie Dorough

Buyer

Hall County Financial Services

Purchasing Division

770-536-4215 Office

770-535-7112 Fax

jdorough@hallcounty.org

www.hallcounty.org



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 523/2023

SUBJECT: Approval and authorization for the Chairman to execute a tax levy resolution at the request of the Hall County Board of Education in connection with the Board of Education's issuance of general obligation bonds; authorization to execute any and all documents necessary to effectuate the levy, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: BL

Recommendation:

This resolution has been placed on the agenda at the request of the Hall County Board of Education.

Purpose of Request:

Approval and authorization for the Chairman to execute a tax levy resolution at the request of the Hall County Board of Education in connection with the Board of Education's issuance of general obligation bonds; authorization to execute any and all documents necessary to effectuate the levy, subject to review and approval by the County Attorney.

History:

The Board of Education has requested that the County execute this resolution in order to facilitate the issuance of new general obligation bonds.

Facts and Issues:

Although the Board of Commissioners is being asked to approve this resolution, the Board of Education will be solely responsible for payment of the principal and interest on the general obligation bonds.

Options:

State Law requires that the County act as the levying authority even though the Board of Education controls the amount of the levy.

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Submit	Budget	Finance	Attorney
BC	EW	WG	VS
Administration		Clerk	
JR		JR	

Attachments:

Resolution



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 523/2023

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

After the Board of Education acts on the resolution, it will be forwarded to the County.

Contact for Questions: BL

Phone: 770-297-2686

TAX LEVY RESOLUTION

WHEREAS, pursuant to a bond resolution adopted on June 22, 2020, a supplemental bond resolution adopted on August 13, 2020, and a Second Supplemental Bond Resolution adopted on September 25, 2023 (collectively, the “Bond Resolution”), the Board of Education of Hall County (the “Board of Education”), as managing and controlling body of the Hall County School District (the “District”), a political subdivision of the State of Georgia, authorized the issuance of Hall County School District (Georgia) General Obligation School Series 2023 Bonds in the aggregate principal amount of \$80,000,000 (the “Series 2023 Bonds”), for the purpose of providing funds to the District to pay or to be applied toward the cost of (i) acquiring, constructing and equipping new schools, including a new middle school and new elementary schools; (ii) acquiring, constructing and equipping new fine arts facilities, performing arts centers, physical education facilities, sports facilities, agribusiness centers, other student activity facilities, maintenance facilities, transportation facilities, and other school system facilities; (iii) acquiring and conducting site preparation of real estate for current and future school district purposes; (iv) constructing and equipping additional classrooms and instructional and support space; (v) remodeling, renovating and equipping classrooms, instructional and support space, and other school district facilities at existing school system facilities, including but not limited to roofing, HVAC, security and emergency alarm systems, flooring, plumbing and electrical capacity; (vi) acquiring furnishings, equipment and fixtures for new and existing facilities system-wide, including technology equipment and infrastructure; (vii) payment of a portion of the interest on the Series 2023 Bonds and (viii) paying expenses incident thereto; and

WHEREAS, the issuance of such general obligation Series 2023 Bonds of the District was approved by a majority of qualified voters of the District at the election duly called and held on June 9, 2020, after notice of the time thereof had been given in the manner required by law by the Board; and

WHEREAS, the Board of Education, being charged with the duty of managing the affairs of the District, has determined that in order to pay the principal of and the interest on the Series 2023 Bonds as the same become due and payable, whether by maturity, redemption or otherwise, to the extent such interest is not paid from the construction fund to be created with the proceeds of the Series 2023 Bonds, and it is necessary that there be levied an annual tax upon all the taxable property in said District sufficient to raise the amounts set forth below in each of the calendar years set forth below; and

WHEREAS, proper certificates and recommendations have been made that a direct annual tax for such purposes be made in the amounts and for the years hereinafter stated; and

WHEREAS, it is necessary that a tax be levied for the purpose of paying the principal of and interest on the Series 2023 Bonds due in each year, whether by maturity, redemption or otherwise; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Hall County, and it is hereby resolved by authority of same, that there shall be and is hereby levied upon all the taxable property in the District subject to taxation for school bond purposes, a direct annual tax sufficient to raise in each of the years set forth below (or in each prior year) the sums

set forth below in order to pay the principal of and interest on the Series 2023 Bonds in each of the years set forth below as follows:

Date	Principal	Interest	Total P&I
02/01/2024	\$ 3,725,000	\$ 1,233,333.33	\$ 4,958,333.33
08/01/2024	--	1,906,875.00	1,906,875.00
02/01/2025	3,915,000	1,906,875.00	5,821,875.00
08/01/2025	--	1,809,000.00	1,809,000.00
02/01/2026	4,105,000	1,809,000.00	5,914,000.00
08/01/2026	--	1,706,375.00	1,706,375.00
02/01/2027	2,545,000	1,706,375.00	4,251,375.00
08/01/2027	--	1,642,750.00	1,642,750.00
02/01/2028	2,785,000	1,642,750.00	4,427,750.00
08/01/2028	--	1,573,125.00	1,573,125.00
02/01/2029	2,930,000	1,573,125.00	4,503,125.00
08/01/2029	--	1,499,875.00	1,499,875.00
02/01/2030	3,550,000	1,499,875.00	5,049,875.00
08/01/2030	--	1,411,125.00	1,411,125.00
02/01/2031	4,890,000	1,411,125.00	6,301,125.00
08/01/2031	--	1,288,875.00	1,288,875.00
02/01/2032	5,030,000	1,288,875.00	6,318,875.00
08/01/2032	--	1,163,125.00	1,163,125.00
02/01/2033	5,175,000	1,163,125.00	6,338,125.00
08/01/2033	--	1,033,750.00	1,033,750.00
02/01/2034	5,340,000	1,033,750.00	6,373,750.00
08/01/2034	--	900,250.00	900,250.00
02/01/2035	5,510,000	900,250.00	6,410,250.00
08/01/2035	--	762,500.00	762,500.00
02/01/2036	5,685,000	762,500.00	6,447,500.00
08/01/2036	--	620,375.00	620,375.00
02/01/2037	5,880,000	620,375.00	6,500,375.00
08/01/2037	--	473,375.00	473,375.00
02/01/2038	6,085,000	473,375.00	6,558,375.00
08/01/2038	--	321,250.00	321,250.00
02/01/2039	6,310,000	321,250.00	6,631,250.00
08/01/2039	--	163,500.00	163,500.00
02/01/2040	<u>6,540,000</u>	<u>163,500.00</u>	<u>6,703,500.00</u>
	--	--	--
Total	\$80,000,000	\$37,785,583.33	\$117,785,583.33

Said several sums are hereby irrevocably pledged and appropriated to the payment of the principal and interest on the Series 2023 Bonds as the same become due and payable, whether by maturity, redemption or otherwise.

The said several sums shall be collected by the Hall County Tax Commissioner in said years as necessary, and shall be annually paid into a fund to be maintained for and applied to the payment of principal and interest on the Series 2023 Bonds when due and provisions to meet the requirements of this paragraph shall be made annually thereafter, upon receipt of an annual certificate from the Board of Education certifying the rate of tax levy (if any) necessary to pay such debt service on the Series 2023 Bonds.

BE IT FURTHER RESOLVED by the authority aforesaid that all orders and resolutions in conflict with this resolution are hereby repealed.

Adopted by the Board of Commissioners of Hall County, this 28th day of September, 2023.

Chairman, Board of Commissioners of
Hall County

ATTEST:

Clerk for the Board of Commissioners of
Hall County

(SEAL)

CLERK'S CERTIFICATE

GEORGIA, HALL COUNTY

I, Jennifer Rivera, Clerk of the Board of Commissioners of Hall County (the "Board"), do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board in a public meeting duly assembled on September 28, 2023, and that the said resolution is of full force and effect and has been duly entered of record in the minutes of said Board, which are in my custody.

WITNESS my official signature and the seal of Hall County, Georgia, this 28th day of September, 2023.

Clerk for the Board of Commissioners of
Hall County, Georgia

(SEAL)



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 506/2023

SUBJECT: Approve the continuation award and any supplemental funding of the FY 2024 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of \$87,310.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter:

LD

Recommendation:

Approve.

Purpose of Request:

Approve the continuation award and any supplemental funding of the FY 2024 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of \$87,310.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

History:

The DA's Office has received the VOCA grant since 2002.

Facts and Issues:

The VOCA program, created in 1984, provides federal funding to support victims' assistance and compensation programs, provide training for diverse professionals who work with victims to develop projects to enhance victims' rights and services, and to undertake public education and awareness activities on behalf of crime victims.

Options:

Funding Requested

\$ 0.00

Are funds within current budget?

No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2023-09-30

Approvals:

Grants	Submit	Approve	Grants
PS	KM	KM	PS
Budget	Finance	Attorney	Administration
EW	WG	VS	JR
Clerk			
JR			

Attachments:

FY24 VOCA DA Budget Draft



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 506/2023

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	250-MULTIPLE GRANT FUND	2200-DISTRICT ATTORNEY	351411-VICTIM WITNESS ASSISTANCE	\$-87,310.00
2024	250-MULTIPLE GRANT FUND	2200-DISTRICT ATTORNEY	511100-SALARIES	\$87,310.00

Budget Transfer Items:

Additional Information/Comments:

Budget guidelines are still under review with CJCC/PAC and line items are subject to change. However, amount will not exceed the \$87,310. FFY24 is October 1, 2023-September 30, 2024.

Contact for Questions: KS

Phone: 770 538-5322

CJCC Budget Detail Worksheet

Agency Name:	PAC
Subgrant Number:	C22-8-076
Project Name:	Hall County DA VWAP
Select grant type:	VOCA

Purpose: This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

NOTE - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking. If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

A (1). Personnel-- List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost	Match?
Early Outreach Victim Advocate	Andrea Shoemaker	\$49,804.00	100%	Biweekly	\$49,804.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
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					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
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						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
PERSONNEL TOTAL						\$49,804	

F. (2) Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (2)Subtotal					\$0.00	

F. (3) Contracts: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (2)Subtotal					\$0.00	

F. (4) Indirect Cost: If your agency has a negotiated rate, a copy of the Indirect Cost Rate Agreement must be submitted with your contract budget. Applicants may elect to use an amount up to the ten percent (10%) de Minimis rate of their Modified Total Direct Costs (MTDC) base. MTDC includes the cost of salaries, wages and fringe benefits of personnel that work directly on the project, and other operational costs such as supplies, printing, and travel that are directly related to the project. To use the de Minimis indirect cost rate complete the MTDC Calculator in the next tab. When you have completed this calculator, the total indirect cost will transfer to the space below.

Indirect Cost	\$0
F. OTHER TOTAL	\$1,473

G. Match Waiver: If your agency would like to request a match waiver, you should submit a letter, on your agency's letterhead, to the Georgia Criminal Justice Coordinating Council (CJCC). The letter should outline the reasons why your agency will have trouble meeting the full match requirement and should indicate the amount of match you are able to provide for the proposed project.

G. Match Waiver Amount:

Budget Summary--When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category	Amount	
A. Personnel and Fringe	\$66,105	
B. Travel	\$19,733	
C. Equipment	\$0	
D. Supplies	\$0	
E. Printing	\$0	
F. Other	\$1,473	
TOTAL PROJECT COSTS	\$87,310	
Award	\$87,310	
Match Amount		
Match Breakdown	Cash	
	In-Kind	\$0

Budget Narrative
 Grants funds will be made available for salary (partial or in whole), training/conferences, zoom meetings and VWAP credentials. Any expenses over the grant funding will come out of the D.A.'s forfeiture fund (dept. 258).

NOTE: If a Non-Grant expense amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)
REPORT TO: Voting Meeting (09/28/23)
ITEM NO: 495/2023
SUBJECT: Approve the purchase under IFB #010-42 for new firefighter turnout gear for Fire Rescue to North American Fire Equipment Co. (NAFECO) of Decatur, AL, in the amount of \$812,000.00.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: JS
Recommendation:
Approve.

Purpose of Request:
Approve the purchase under IFB #010-42 for new firefighter turnout gear for Fire Rescue to North American Fire Equipment Co. (NAFECO) of Decatur, AL, in the amount of \$812,000.00.

History:

Facts and Issues:
Fire Rescue needs to outfit new recruits and current members in need of the second set or to replace expiring sets.

Options:

NAFECO is on the County's Firefighting Equipment Annual Contract #010-42 to provide the Janesville V-Force Bi-Swing Coat and Pant with Belt whose renewal #2 was approved on Agenda Item 228/2023.

Funding Requested	\$ 812,000.00
Are funds within current budget?	Yes
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
AP	JS	JS	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Annual Contract (including Bid Tab)



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 495/2023

Funds Requested: \$ 812,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	270-FIRE SERVICES FUND	3520-FIRE RESCUE	531700-UNIFORMS	\$812,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BM

Phone: 770-531-6838

Supplement Agreement #2

Firefighting Equipment Annual Contract

March 28, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #010-42, Firefighting Equipment Annual Contract, dated December 9, 2021 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this 10th day of May, 2023

Jennifer Rivera
Notary Public
Commission expires: 5/10/2025



Hall County, Georgia

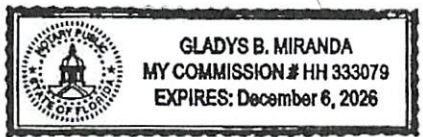
By: [Signature]
Richard Higgins
Commission Chairman

Subscribed and sworn to in our presence this 20th day of April, 2023

Gladys B. Miranda
Notary Public
Commission expires: 12-6-2026

Ten-8 Fire & Safety, LLC

By: [Signature]
Derick Bouwer
Sales Supervisor



Supplement Agreement #2

Firefighting Equipment Annual Contract

March 27, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #010-42, Firefighting Equipment Annual Contract, dated December 9, 2021 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

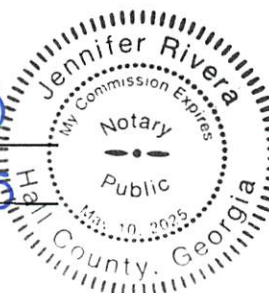
1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this 10th day of May, 2023

Jennifer Rivera
Notary Public
Commission expires: 5/10/2025



Hall County, Georgia

By: [Signature]
Richard Higgins
Commission Chairman

Subscribed and sworn to in our presence this 31st day of March, 2023

Rhonda Sanders
Notary Public
Commission expires: 06/30/26

North America Fire Equipment Co.

By: [Signature]
Ronald Woodall
Vice President

Attachment A
Georgia Fire & Rescue

Firefighting Equipment Annual Contract

March 27, 2023

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

Vanguard MK-1 Ultra pricing for FY 2024 will be \$110.50

Black Diamond X2 boot pricing for FY 2024 will be \$309.75

Prices above do not include shipping

<u>FY 23 price</u>	<u>FY 24 price</u>	<u>% inc.</u>
\$106.75	\$110.50	3.50%
\$295.50	\$309.75	4.60%

Supplement Agreement #2

Firefighting Equipment Annual Contract

March 27, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #010-42, Firefighting Equipment Annual Contract, dated December 9, 2021 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

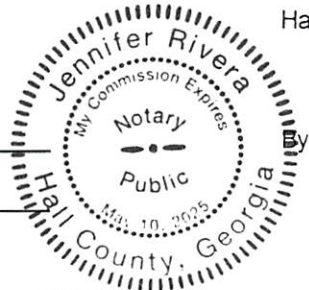
1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this 10th day of May, 2023

Jennifer Rivera
Notary Public
Commission expires: 5/10/25



Hall County, Georgia

[Signature]
Richard Higgins
Commission Chairman

Subscribed and sworn to in our presence this 10th day of April, 2023

Kristina Wington
Notary Public
Commission expires: OCT. 9



Georgia Fire & Rescue Supply

By [Signature]
Sales Representative

**SUMMATION OF BIDS RECEIVED
INVITATION FOR BID # 010-42
FIREFIGHTING EQUIPMENT ANNUAL CONTRACT**

**Georgia Fire and
Rescue Supply
Canton, GA**

**NAFECO
Decatur, AL**

**Ten-8 Safety
Forsyth, GA**

Item Number		Price	Price	Price
1	Hoods - Innotex	\$96.00	\$103.95	187.50
2	Boots - GLOBE	no bid	no bid	no bid
3	Boots - Black Diamond	295.50	\$324.00	no bid
4	Janesville V-Force Bi-Swing Coat	no bid	2043.00	no bid
5	Janesville V-Force Pant with Belt	no bid	1695.00	no bid
6	Cairns 1010 Helmet	no bid	no bid	\$543.00
7	Helmet Front	no bid	no bid	45.00
8	Helmet Repair Parts	no bid	no bid	25%
9	Vanguard Gloves	\$106.75	\$127.19	\$108.00

Total

**Bennett Fire
Woodstock, GA**

Item Number		Price
1	Hoods - Innotex	no bid
2	Boots - GLOBE	\$459.00
3	Boots - Black Diamond	no bid
4	Janesville V-Force Bi-Swing Coat	no bid
5	Janesville V-Force Pant with Belt	no bid
6	Cairns 1010 Helmet	no bid
7	Helmet Front	no bid
8	Helmet Repair Parts	no bid
9	Vanguard Gloves	no bid

BUDGETED AMOUNT: ANNUAL CONTRACT

BIDS MAILED: 36 (H) 2

BIDS RECEIVED: 4 (3-No Bid) (H)

DEPARTMENT: Fire Services

**No bid: Fire Line Inc. , Winder, GA
Municipal Equipment Co., LLC, Tifton, GA
HAIX North American, Inc., Lexington, KY**

Suggested Award by Fire Service:

**Items #3 & #9 - Georgia Fire and Rescue
Items #4 & #5 - NAFECO
Items #1, #6, #7 and #9 - Ten-8 Safety
We will not be using item #2 boot**



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 5/3/2023

To: Richard Higgins, Commission Chairman

From: Debra Howington, Buyer

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: IFB #010-42

Bid/Contract Name: Firefighting Equipment Annual Contract

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Ten-8 Safety, LLC, Georgia Fire & Rescue Supply and North American Fire Equipment Co. (NAFECO)

Date of BOC Approval: 5/10/2023

Contract Description: Hoods, boots, turnout gear, helmets

Annual Contract New Renewal

Prior Year's Spend: \$ 125,136.00

Price Increase Requested by Georgia Fire and Rescue only.

Percentage Increase: See attached.

Project/Service Contract Awarded Amount: [Click here to enter text.](#)

Commodity Contract Awarded Amount: OPEN

Comments: This is year three (3) of a three (3) year bid.
Nine items on the contract. See attached bid tab for list of items.
Each vendor on the contract has an individual column. If they were
Awarded an item, it is hi-lited. NAFECO nor Ten-8 had a price increase.
Georgia Fire and Rescue increase is on following page.



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 504/2023

SUBJECT: Approve the purchase of four (4) Ford F-150 trucks and one (1) Ford F-450 truck for Fire Rescue to Brannen Motor Company of Unadilla, GA and Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of \$262,030.00.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: CJS
Recommendation:
Approve.

Purpose of Request:
Approve the purchase of four (4) Ford F-150 trucks and one (1) Ford F-450 truck for Fire Rescue to Brannen Motor Company of Unadilla, GA and Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of \$265,030.00.

History:

Facts and Issues:

Options:

Brannen Motor Company already has 2023 F-150s on order that should arrive at the dealer in approximately two months. The recommendation is made because the Ford 2023 Vehicle Order Bank closed Friday September 8, 2023, there is an ongoing and yet unresolved automotive workers union strike, and 2024 pricing is expected to increase by \$3,500 per vehicle and the order book will not be open until the first quarter of calendar year of 2024.

Four (4) quotes were received and while Brannen Motor Company is not the lowest cost, they do have enough 2023 models on order to fulfill the order. Brannen is a vendor in good standing with the County. This purchase is an approved capital item to replace aging vehicles currently in the fire rescue fleet.

Fire Rescue is seeking to purchase one (1) Ford F450 XL 4x4 crew cab super duty dual rear wheel pickup as a tow vehicle. This purchase is an approved capital item to replace an aging vehicle currently in the Fire Rescue fleet. Akins Ford is the lowest responsible and responsive bidder.

Current vehicle shortage has forced us to purchase vehicles from vendors that have availability. Staff compared this pricing to the Statewide Contract and the pricing listed is comparable to State Contract pricing. Staff recommends that due to a material disruption of goods and services and a lack of inventory, the purchase be considered through the County Ordinance Section 3.10.140(G).

Funding Requested	\$ 313,530.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2023-09-11

Approvals:

Buyer	submit	approve	Purchasing
AP	JS	JS	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- F-150 Quotes
- F-450 Quotes



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 504/2023

Funds Requested: \$ 313,530.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	542200-MOTOR VEHICLES	\$265,030.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BM

Phone: 678-343-0636



Hall County Government

FIRE RESCUE



MEMORANDUM

TO: Chief Jerry Smith

FROM: Division Chief Bradley Martin, Support Services

RE: F-150 Police Responder Purchase

DATE: September 5, 2023

POST OFFICE BOX 907730
GAINESVILLE, GA 30501

t: 770.531-6838 | f: 770.531.6845

INTERIM CHIEF
Jerry Smith

This memo is in regards to the pending purchase of five (5) F-150 Police Responder vehicles.

I recommend purchasing the vehicles from Brannen Motors. This dealer has trucks on order that will be delivered late October. We had obtained quotes from other local vendors that were slightly lower in price, but those trucks are no longer available, as the 2023 order bank has closed. The order bank for 2024 has not yet opened which will cause a major delay in purchasing the requested vehicles.

Since Brannen has trucks on order that will be available for Hall County Fire to pick up within 2 months, I recommend that we enter the required information in the system to proceed with the purchase of the vehicles from Brannen Motors.

Please contact me if you have any questions.

BWM:bs

Attachments

2023 DEALER ORDER RECEIPT ACKNOWLEDGEMENT-FD
 ALTER-ORDER ** PLANT SUBMITTED **
 21W498 BRANNEN MOTOR COMPAN
 BODY WIP BEGIN ORD 0781 # UNITS 001
 SPEC ORD# ORDER TYPE 5B
 DORA PROCESSED 01/26/23 PM
 OFFER RCPT DATE 07/18/22 SCHD 01/17/23
 A BLY PLANT KANSAS CITY VIN # 1FTFW1P82PKD67958

THIS IS NOT AN INVOICE. IT PROVIDES TENTATIVE
 PRICE INFORMATION THAT WOULD APPLY IF THE
 VEHICLE IS PRODUCED TO THE SPECIFICATIONS
 SHOWN. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

THIS ORDER IS CONDITIONED UPON FINAL PRICE LEVEL
 CERTIFICATION OF THE VEHICLE. 330

F150 4X4 SUPERCREW - 145	48,875.00
145 INCH WHEELBASE	
SPECIAL DEALER ACCOUNT ADJUSTM	
SPECIAL FLEET ACCOUNT CREDIT	
TOTAL BASE VEHICLE	48,875.00
UM AGATE BLACK METALLIC	
X POLICE 40/CONSOLE/40	NC
B BLACK	
EQUIPMENT GROUP 150A	
.XL SERIES	
.18" SILVER ALUMINUM WHEELS	
998 3.5L V6 ECOBOOST	
44G ELEC TEN-SPEED AUTO W/TOW MODE	
.LT265/70R18C BSW ALL-TERRAIN	
.3.31 ELECTRONIC LOCK RR AXLE	
7050# GWR PACKAGE	
FORD FLEET SPECIAL ADJUSTMENT	NC
153 FRONT LICENSE PLATE BRACKET	NC
18B BLACK PLATFORM RUNNING BOARDS	250.00
19A INTERIOR UPGRADE PACKAGE	595.00
COLOR-COORDINATED CARPET	
42 50 STATE EMISSIONS	NC
53A TRAILER TOW PACKAGE	1,325.00
.INTEGRATED TRAILER BRAKE CONT	
595 FOG LAMPS	140.00
67P REMOTE KEYLESS-ENTRY KEY FOB	340.00
REMARKS TRAILER	
SPECIAL DEALER ACCOUNT ADJUSTM	
TOTAL BEFORE D&D AND DISCOUNTS	51,525.00
DESTINATION & DELIVERY	1,895.00
SUB TOTAL	53,420.00
TOTAL OPTIONS	2,650.00

FUEL CHARGE	
NET INVOICE FLEET OPTION (B4A)	NC
PRICED DORA	NC

TOTAL 53,420.00

Total= \$48,500.00



Preview Order I038 - W1P - 4x4 Police Crew Cab: Order Summary Time of Preview: 07/27/2023 08:26:59 Receipt: NA

Dealership Name: Jefferson Ford

Sales Code : F21455

Dealer Rep.	ISRAEL PRUITT	Type	Fleet	Vehicle Line	F-150	Order Code	I038
Customer Name	Hall county	Priority Code	J2	Model Year	2023	Price Level	340

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW - 145	\$48875	.3.31 ELECTRONIC LOCK RR AXLE	\$0
145 INCH WHEELBASE	\$0	7050# GVWR PACKAGE	\$0
TOTAL BASE VEHICLE	\$48875	JOB #2 ORDER	\$0
AGATE BLACK METALLIC	\$0	FRONT LICENSE PLATE BRACKET	\$0
POLICE 40/BLANK/40	\$0	BLACK PLATFORM RUNNING BOARDS	\$250
BLACK	\$0	50 STATE EMISSIONS	\$0
EQUIPMENT GROUP 150A	\$0	FOG LAMPS	\$140
.XL SERIES	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.18" SILVER ALUMINUM WHEELS	\$0	FUEL CHARGE	\$0
3.5L V6 ECOBOOST	\$0	PRICED DORA	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	ADVERTISING ASSESSMENT	\$0
.LT265/70R18C BSW ALL-TERRAIN	\$0	DESTINATION & DELIVERY	\$1895
TOTAL BASE AND OPTIONS			MSRP \$51160
DISCOUNTS			NA
TOTAL			\$51160

\$41086.32

ORDERING FIN: QC832 END USER FIN: QC832

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



BUYER'S ORDER / INVOICE / BILL OF SALE



DODGE

CHRYSLER



P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES						SALESPERSON	PROSPECT #
NAME(S) FIRST, MIDDLE, LAST: HALL COUNTY BOARD OF COMMISSIONERS						STOCK NUMBER	DATE: 7/27/23
STREET ADDRESS						CITY	COUNTY
MAILING ADDRESS						CITY	COUNTY
HOME PHONE		CELL OR PAGER #		OFFICE OR WORK PHONE		E-MAIL ADDRESS	
PRIMARY PURCHASER INFORMATION						BASE PRICE	\$47,170.00
SOCIAL SECURITY		DRIVER'S LICENSE #		DATE OF BIRTH		NAD #	
VEHICLE PURCHASED							\$0.00
TYPE	YEAR	MAKE	MODEL	BODY			
N	2023	FORD	F150	POLICE RESPONDER			\$0.00
CYLINDERS	TRANSMISSION	FUEL	COLOR	TRIM	VIN		
3.5L V6	AUTO	UNL	BLACK	BLACK	4Y4		\$0.00
KEY CODE		OTHER QUOTE FOR ORDERED UNIT				ODOMETER	10
TRADE-IN #1						TOTAL PRICE INCLUDING DEALER OPTIONS	\$47,170.00
YEAR	MAKE	VIN					ADJUSTED PRICE INCL DISCOUNT(S)
							\$47,170.00
MODEL	STOCK NUMBER	ODOMETER		TRADE ALLOWANCE \$			GROSS TRADE-IN ALLOWANCE
							\$0.00
PAYOFF AMOUNT	GOOD UNTIL	ACCOUNT NUMBER		QUOTED BY			TRADE DIFFERENCE
							\$47,170.00
PAYOFF OWED TO	PHONE NUMBER		STATE				ZIP CODE
ADDRESS	CITY		STATE				ZIP CODE
TRADE-IN #2						SERVICE & DOCUMENTATION FEE	\$0.00
YEAR	MAKE	VIN					TAXABLE AMOUNT
							\$47,170.00
MODEL	STOCK NUMBER	ODOMETER		TRADE ALLOWANCE \$			SALES TAX 0%
							\$0.00
PAYOFF AMOUNT	GOOD UNTIL	ACCOUNT NUMBER		QUOTED BY			TAG & TITLE FEE
							\$0.00
PAYOFF OWED TO	PHONE NUMBER		STATE				ZIP CODE
ADDRESS	CITY		STATE				ZIP CODE
LIEN HOLDER						GA WARRANTY RIGHTS FEE (NEW ONLY)	\$0.00
PURCHASED VEHICLE LIEN HOLDER				LIEN HOLDER CODE			
ADDRESS				CITY		STATE	
						ZIP CODE	
INSURANCE						PRICE INCLUDING TAX & FEES	\$47,170.00
COMPANY			POLICY NUMBER			BALANCE OWED ON TRADE(S)	
						\$0.00	
AGENT			PHONE			TOTAL PURCHASE PRICE W/TRADES	
						\$47,170.00	
ADDRESS			CITY		STATE		ZIP CODE
Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.						REBATE(S) ASSIGNED TO DEALER	\$0.00
PURCHASER'S SIGNATURE _____						DEPOSIT RECEIPT # _____	\$0.00
DATE _____						CASH DOWN RECEIPT \$ _____	\$0.00
ACCEPTED BY: _____						SERVICE CONTRACT	\$0.00
DEALER OR HIS AUTHORIZED REPRESENTATIVE						GAP	
CO-PURCHASER'S SIGNATURE _____						UNPAID BALANCE	
DATE _____						NET DUE UPON DEL CASH/CHECK CONTRACT	\$47,170.00



Preview Order 0001 - W1P - 4x4 Police Crew Cab: Order Summary Time of Preview: 07/25/2023 12:08:17 Receipt: NA

Dealership Name: Greene Ford Company

Sales Code : F21405

Dealer Rep.	Chrs Greene	Type	Fleet	Vehicle Line	F-150	Order Code	0001
Customer Name	hall county	Priority Code	J2	Model Year	2023	Price Level	340

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW - 145	\$48875	.3.31 ELECTRONIC LOCK RR AXLE	\$0
145 INCH WHEELBASE	\$0	7050# GVWR PACKAGE	\$0
TOTAL BASE VEHICLE	\$48875	JOB #2 ORDER	\$0
AGATE BLACK METALLIC	\$0	50 STATE EMISSIONS	\$0
POLICE 40/BLANK/40	\$0	PRICE CONCESSION INDICATOR	\$0
BLACK	\$0	REMARKS TRAILER	\$0
EQUIPMENT GROUP 150A	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.XL SERIES	\$0	FUEL CHARGE	\$0
.18" SILVER ALUMINUM WHEELS	\$0	PRICED DORA	\$0
3.5L V6 ECOBOOST	\$0	ADVERTISING ASSESSMENT	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	DESTINATION & DELIVERY	\$1895
.LT265/70R18C BSW ALL-TERRAIN	\$0		
TOTAL BASE AND OPTIONS			MSRP \$50770
DISCOUNTS			NA
TOTAL			\$50770

#46,670 - Price Each

ORDERING FIN: QC832 END USER FIN: QC832 PO NUMBER: 0001

INCENTIVES
Acc. Code ID :10 Contract/Ref # :09-851P Bid Date :05/27/22State : GA

DISCOUNTS:
\$-3600.00

Customer Name: _____ Customer Email: _____
Customer Address: _____ Customer Phone: _____

Customer Signature Date

*This order has not been submitted to the order bank.
This is not an invoice.*

CNGP530

VEHICLE ORDER CONFIRMATION

08/03/23 10:51:14

==>

Dealer: F21480

2024 F-SERIES SD

Page: 1 of 2

Order No: J01F Priority: L1 Ord FIN: QA832 Order Type: 5B Price Level: 420

Ord PEP: 670A Cust/Flt Name: HALL COUNTY PO Number:

RETAIL

RETAIL

W4D F450 4X4 CRW PU \$67925

18B PLAT RUNNING BD \$445

176" WHEELBASE

14000# GVWR PKG

UM AGATE BLACK

425 50 STATE EMISS NC

A VNYL 40/20/40

BACKGLASS DEF

S MED DARK SLATE

435 PWR SLD RR WNDW 405

670A PREF EQUIP PKG

JACK

.XL TRIM

76C EX BACKUP ALARM 175

572 .AIR CONDITIONER NC

76S REMOTE START 250

.AMFM/MP3/CLK

99M 6.7L HI V8 DESL 2500

TOTAL BASE AND OPTIONS 75050

44G 10-SPD AUTOMATC NC

TOTAL 75050

TGL 225 TRACTION

THIS IS NOT AN INVOICE

X4L .4.30 LTD SLIP

* MORE ORDER INFO NEXT PAGE *

JOB #1 BUILD

F8=Next

FLEET SPCL ADJ NC

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC00402

\$71,030.00

CNGP530

VEHICLE ORDER CONFIRMATION

08/03/23 10:51:53

==>

Dealer: F21480

Page: 2 of 2

2024 F-SERIES SD

Order No: J01F Priority: L1 Ord FIN: QA832 Order Type: 5B Price Level: 420

Ord PEP: 670A Cust/Flt Name: HALL COUNTY PO Number:

RETAIL

RETAIL

85S TOUGH BED \$595

924 PRIVACY GLASS 30

96D XL DRIVER ASST 730

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1995

TOTAL BASE AND OPTIONS 75050

TOTAL 75050

THIS IS NOT AN INVOICE

F7=Prev

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00402

\$ 71,030.00



Preview Order 0001 - W4D 4x4 Crew Cab DRW: Order Summary Time of Preview: 07/25/2023 12:22:58 Receipt: NA

Dealership Name: Greene Ford Company

Sales Code: F21405

Dealer Rep.	Chris Greene	Type	Fleet	Vehicle Line	Superduty	Order Code	0001
Customer Name	hall county	Priority Code	L1	Model Year	2024	Price Level	415

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F450 4X4 CREW CAB PICKUP/176	\$67925	14000# GVWR PACKAGE	\$0
1.76 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$67925	BACKGLASS DEFROST	\$0
AGATE BLACK	\$0	POWER SLIDING REAR WINDOW	\$405
VINYL 40/20/40 SEATS	\$0	JACK	\$0
MEDIUM DARK SLATE	\$0	EXTERIOR BACKUP ALARM	\$175
PREFERRED EQUIPMENT PKG.670A	\$0	REMOTE START SYSTEM	\$250
.XL TRIM	\$0	PRICE CONCESSION INDICATOR	\$0
.AIR CONDITIONING -- CFC FREE	\$0	REMARKS TRAILER	\$0
.AM/FM STEREO MP3/CLK	\$0	TOUGH BED SPRAY IN BEDLINER	\$595
6.7 HI OUTPUT POWER STROKE	\$2500	PRIVACY GLASS	\$30
10-SPEED AUTO TORQSHIFT	\$0	XL DRIVER ASSIST PACKAGE	\$730
225/70R19.5G BSW TRACTION	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.4.30 RATIO LIMITED SLIP AXLE	\$0	FUEL CHARGE	\$0
JOB #1 ORDER	\$0	PRICED DORA	\$0
5TH WHEEL HITCH ASSEMBLY-35K	\$1745	ADVERTISING ASSESSMENT	\$0
PLATFORM RUNNING BOARDS	\$445	DESTINATION & DELIVERY	\$1995

TOTAL BASE AND OPTIONS		MSRP	\$76795
DISCOUNTS		NA	
TOTAL			\$76795

\$76,000
Price

ORDERING FIN: QC832 END USER FIN: QC832 PO NUMBER: 0001

INCENTIVES DISCOUNTS: \$-300.00
Acc. Code ID :10 Contract/Ref # :03-566R Bid Date :07/13/23State : GA



Preview Order I035 - W4D 4x4 Crew Cab DRW: Order Summary Time of Preview: 07/25/2023 11:19:24 Receipt: NA

Dealership Name: Jefferson Ford

Sales Code : F21455

Dealer Rep.	ISRAEL PRUITT	Type	Fleet	Vehicle Line	Superduty	Order Code	I035
Customer Name	Hall County	Priority Code	L1	Model Year	2024	Price Level	415

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F450 4X4 CREW CAB PICKUP/176	\$67925	14000# GVWR PACKAGE	\$0
176 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$67925	BACKGLASS DEFROST	\$0
AGATE BLACK	\$0	POWER SLIDING REAR WINDOW	\$405
VINYL 40/20/40 SEATS	\$0	JACK	\$0
MEDIUM DARK SLATE	\$0	EXTERIOR BACKUP ALARM	\$175
PREFERRED EQUIPMENT PKG.670A	\$0	REMOTE START SYSTEM	\$250
.XL TRIM	\$0	PRICE CONCESSION INDICATOR	\$0
.AIR CONDITIONING – CFC FREE	\$0	REMARKS TRAILER	\$0
.AM/FM STEREO MP3/CLK	\$0	TOUGH BED SPRAY IN BEDLINER	\$595
6.7 HI OUTPUT POWER STROKE	\$2500	PRIVACY GLASS	\$30
10-SPEED AUTO TORQSHIFT	\$0	XL DRIVER ASSIST PACKAGE	\$730
225/70R19.5G BSW TRACTION	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.4.30 RATIO LIMITED SLIP AXLE	\$0	FUEL CHARGE	\$0
JOB #1 ORDER	\$0	PRICED DORA	\$0
FRONT LICENSE PLATE BRACKET	\$0	ADVERTISING ASSESSMENT	\$0
PLATFORM RUNNING BOARDS	\$445	DESTINATION & DELIVERY	\$1995
TOTAL BASE AND OPTIONS			MSRP \$75050
DISCOUNTS			NA
TOTAL			\$75050

\$71,075.70

ORDERING FIN: QC832 END USER FIN: QC882

INCENTIVES

DISCOUNTS:

Acc. Code ID :10 Contract/Ref # :03-566R Bid Date :07/13/23State : GA

\$-300.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 471/2023

SUBJECT: Approve the purchase under IFB #009-42 Emergency Lighting & Siren Supply for Emergency Vehicle Lights & Installation for Fire Rescue from West Chatham Warning Devices, Inc. of Savannah, GA, in the amount of \$50,486.96.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: JS
Recommendation: Approve.

Purpose of Request: Approve the purchase under IFB #009-42 Emergency Lighting & Siren Supply for Emergency Vehicle Lights & Installation for Fire Rescue from West Chatham Warning Devices, Inc. of Savannah, GA, in the amount of \$50,486.96.

History: Recommendation stems from the competitive bid IFB #009-42, Emergency Lighting & Siren Supply Annual Contract in which West Chatham Warning Devices, Inc. is an awarded vendor.

Facts and Issues: One (1) quote is for four (4) Battalion F-150 light packages. Vendor to furnish and install all light packages.

Options:

Funding Requested	\$ 50,486.96
Are funds within current budget?	Yes
Source of Funds	Fire Capital Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
AP	CA	CA	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Quote for 4-Battalion F-150s
Executed Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 471/2023

Funds Requested: \$ 50,486.96

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Fire Capital Funds

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	542200-MOTOR VEHICLES	\$50,486.96

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BM

Phone: 678-343-0636

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: HALLFD
Quote No.: 96272

Quote To: **HALL COUNTY BOARD OF COMMISSIONERS**
ATTN ACCOUNTS PAYABLE
P.O. DRAWER 1435
GAINESVILLE, GA 30503

Ship To: **HALL COUNTY FIRE SERVICES**
CHIEF MARTIN
2875 BRONW BRIDGE RD, LOWER
LEVEL
GAINESVILLE, GA 30504

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
08/01/2023		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	SANDY SIMMONS		08/31/2023	
Quantity	Item Number	Description	Unit Price	Amount

****2023 F150 BATTALION****

4	WHE-EB2DDDD	EB2DDDD DUO WECANX 54" 8 GBLD, 8 GBDLK, 2 GBAWD	1825.00	7300.00
4	WHE-MKAJ94	Adjustable Foot & STPK94 15-21 F150 & 17-20 F250-550	0.00	0.00
4	WHE-TCRWX2	Tracer 2 Lamp WecanX RED/AMBER top of camper shell	407.40	1629.60
12	WHE-TCRLBKT	1 L' Bracket & Hardware * Sold Indiv	8.40	100.80
8	WHE-I2D	DUO LINEAR ION RED/WHITE BLK on tag bkt	117.00	936.00
24	WHE-I2SMD	SURFACE MT DUO ION RED/WHITE on pushbumper grill	117.00	2808.00
4	WHE-IONBKT1	License Plate Bkt for Ions (2 ION) Not Suf Mt	21.97	87.88
4	WHE-LSVBKT47C	LSVBKT47C 22-23 F-150 MT PAIR (NOT FOR 360 DEG CAMERA PKG)	19.80	79.20
8	WHE-LINSV2R	LINZ6 V SERIES RED Under mirror light (Do not make Duo light)	175.80	1406.40
8	WHE-TCRWX5-D	Tracer 5 LAMP WecanX DUO INC DUO head's Red/Clear	834.60	6676.80
8	WHE-TCRB47	Tracer Mt Kit 5 or 6 lamp 15-21 F150 & 17-20 F250+	61.80	494.40
16	WHE-PSD02FCR	STRIPLITE+ DUO FLASHER RED/W UNDER TAILGATE	123.60	1977.60
4	WHE-C399	CENCOM CORE WecanX	975.00	3900.00
4	WHE-C399K7	OBD11 cable (WecanX)	0.00	0.00

Thank You

WEST CHATHAM WARNING DEVICES2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600

FAX (912) 238-1369

Customer No.: HALLFD

Quote No.: 96272

Quote To: **HALL COUNTY BOARD OF COMMISSIONERS**ATTN ACCOUNTS PAYABLE
P.O. DRAWER 1435
GAINESVILLE, GA 30503Ship To: **HALL COUNTY FIRE SERVICES**CHIEF MARTIN
2875 BRONW BRIDGE RD, LOWER
LEVEL
GAINESVILLE, GA 30504

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
08/01/2023		Origin	NET 30	
Purchase Order Number		Sales Person		Quote Expires
		SANDY SIMMONS		08/31/2023
Quantity	Item Number	Description	Unit Price	Amount
		21-23 F-150 & Mustang Mach-E		
4	WHE-CCTL6	CORE HEAD W/ROTARY KNOB	0.00	0.00
4	WHE-CEM16	Expansion Module Wecan X 16 output 4 Input	149.84	599.36
8	WHE-SA315P	Speaker 100 watt	149.51	1196.08
8	WHE-SAK1	SA315 Mt Kit Universal	19.42	155.36
16	WHE-TLM2D	MINI T-ION RED/WHITE FRONT & REAR 1/4 PANEL	89.40	1430.40
4	HAV-C-VSW-3000-F1503	VSW-3000-F150-3 Console 21-23 F150 PPV	730.72	2922.88
4	HAV-C-APW-1390	13" Acc Pocket Deep for 3.3"W Section of Wide Consoles	58.80	235.20
12	HAV-C-MCB	Console Mic Clip Bracket	13.30	159.60
4		NEED RADIO MODEL/SELF CONTAINED OR REMOTE	0.00	0.00
4	HAV-C-EB40-CCS-1P	40-CCS-1P Equip Bkt for CCSRN	0.00	0.00
4	HAV-C-CUP2-1001	CUP2-1001 Cupholder 4" Self Adjust	46.90	187.60
4	HAV-C-AP-0945-L	Locking Storage Box w/lid Internal 9" Mounting Space, 4.5" deep with lid	150.50	602.00
4	HAV-C-USB-2	Dual USB 2.4 amp/ 2.4 amp 2.4 amp/ 2.4 amp	83.30	333.20
8	HAV-C-ARM-102	ARM-102 Side Mount Armrest	65.80	526.40
12	MAGMIC	Magnetic Mic MMSU-1	39.95	479.40
4	HAV-C-HDM-214	8.5" Side Mt Telescop Pole	128.80	515.20

Thank You

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: HALLFD
Quote No.: 96272

Quote To: **HALL COUNTY BOARD OF COMMISSIONERS**
ATTN ACCOUNTS PAYABLE
P.O. DRAWER 1435
GAINESVILLE, GA 30503

Ship To: **HALL COUNTY FIRE SERVICES**
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2875 BRONW BRIDGE RD, LOWER
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GAINESVILLE, GA 30504

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
08/01/2023		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	SANDY SIMMONS		08/31/2023	
Quantity	Item Number	Description	Unit Price	Amount

**** DO NOT MOUNT ****

4	HAV-C-MD-119	11" Slide Out Locking Swing	256.90	1027.60
4	WES-57-4065	HDX BUMPER/WRAP BLK 21 F-150	750.00	3000.00
4		800 ANTENNA & COAX (HOTWIRE FOR FUTURE RADIO)	80.00	320.00
4	SHOPSUPPLY	SHOP SUPPLY FEE (WIRING, LOOM, ETC)	150.00	600.00
4	LABOR	Labor labor to install above & cust supplied flashlight	1900.00	7600.00
4	SHIPPING		300.00	1200.00

Quote subtotal 50486.96

Quote total 50486.96

Pricing subject to Manufacture price increases

Thank You



Hall County Government
FINANCIAL SERVICES

May 15, 2023

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

West Chatham Warning Devices, Inc.
2208 Gamble Road
Savannah, GA 31405
Attn: Andrea Padgett

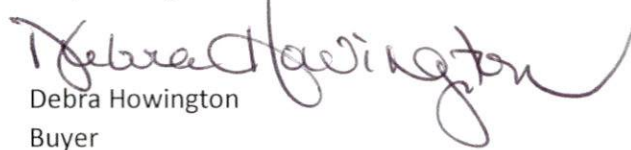
Subject: IFB #009-42, Emergency Lighting & Siren Supply Annual Contract

Notice to Proceed

Dear Andrea,

Attached is a copy of the signed contract between West Chatham Warning Devices, Inc. and Hall County for FY24. This contract will begin July 1, 2023 thru June 30, 2024. A blanket order for FY24 will be sent in July if needed.

Respectfully,



Debra Howington
Buyer

Cc: Contract

Supplement Agreement #2

Emergency Lighting & Siren Supply Contract

March 28, 2023

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid #009-42, Emergency Lighting & Siren Supply Annual Contract, dated July 1, 2021 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this 10th day of May, 2023

Jennifer Rivera
Notary Public
Commission expires: 5/10/2025



Hall County, Georgia

By: [Signature]
Richard Higgins
Commission Chairman

Subscribed and sworn to in our presence this 4th day of April, 2023

Sandra Moore Simmons
Notary Public
Commission expires: 12-05-2025



West Chatham Warning Devices

By: [Signature]
Andrea Padgett



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 524/2023

SUBJECT: Approve the renewal for health and welfare benefit plans, inclusive of medical, dental, vision, life, disability, and the Hall County Government Family Health Center; authorization for the Chairman to execute any and all related documents. The estimated annual cost is \$25,169,880.00.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: DLJ

Recommendation:
Department recommends approval for the renewal of the health and welfare benefits for 2024.

Purpose of Request:
Approve the renewal for health and welfare benefit plans, inclusive of medical, dental, vision, life, disability, and the Hall County Government Family Health Center; authorization for the Chairman to execute any and all related documents. The estimated annual cost is \$25,169,880.00.

The purpose of this request is to approve the health and welfare benefit plans for 2024.

History:
The County has been in partnership with the current vendors for the last ten years.

Facts and Issues:

Options:

The following text outlines the costs associated with the benefit renewals:

- Medical Insurance Claims (Cigna)- \$20,066,425
- Cigna Administrative fees - \$654,841 2% increase
- Aetna Retiree Medicare Advantage - \$273,541 7.85% increase
- Unum Life and Disability - \$874,323 - 21.86% increase
- Stop Loss Insurance - \$1,389,616 0% increase, pooling point increase to \$280,000
- HSA Bank Admin fees - \$10,140 0% increase
- Onsite RX Pharmacy Admin fees - \$531,807 3% increase
- NGHS EAP Annual Admin fees - \$34,460 0% increase
- P&A Retiree and COBRA Annual Admin fees - \$13,701 0% increase
- HCG Family Health Center - \$1,321,026 2.5% increase

Funding Requested \$ 25,169,880.00
Are funds within current budget? Yes
Source of Funds Group Health Insurance Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	TS	WG
Attorney	Administration		Clerk
VS	JR		JR

Attachments:

Financial Supplement



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 524/2023

Funds Requested: \$ 25,169,880.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Group Health Insurance Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552100-ADMINISTRATIVE INSURANCE FEES	\$903,262.00
2024	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552201-INSURANCE CLAIMSâ€EMPLOYEES	\$18,500,000.00
2024	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552202-INSURANCE CLAIMSâ€RETIREEES	\$1,900,000.00
2024	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552400-EMPLOYER INSURANCE PREMIUMS	\$2,100,000.00
2024	601-GROUP INSURANCE FUND	5171-HALL COUNTY PHARMACY	521000-PROFESSIONAL SERVICES	\$511,618.00
2024	601-GROUP INSURANCE FUND	5172-HALL COUNTY CLINIC	521000-PROFESSIONAL SERVICES	\$1,255,000.00

Budget Transfer Items:

Additional Information/Comments:

The documents for signature will be forthcoming in December 2023. Agenda entry delayed due to Broker/Departmental discussions.

Contact for Questions: DLJ

Phone:

770-531-6712



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)
REPORT TO: Voting Meeting (09/28/23)
ITEM NO: 499/2023
SUBJECT: Approve the purchase of one (1) Kubota Skid Steer for Public Works & Utilities to Mason Tractor & Equipment Co., Inc. of Cumming, GA, in the amount of \$72,450.85.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: JG
Recommendation:
Approve.

Purpose of Request:
Approve the purchase of one (1) Kubota Skid Steer for Public Works & Utilities to Mason Tractor & Equipment Co., Inc. of Cumming, GA, in the amount of \$72,450.85.

History:

Facts and Issues:
The model number of the equipment is SVL97-2HFC.

Options:

This equipment purchase is part of the FY 2024 Capital Improvements Program for Road Maintenance.

Recommendation is based on the Sourcewell Cooperative Purchasing Contract #040319-KBA.

Funding Requested	\$ 72,450.85
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
EW	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Skid Steer Sourcewell Quote



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 499/2023

Funds Requested: \$ 72,450.85

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects Fund

No

Funding Source Items:

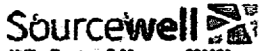
Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	4220-ROAD MAINTENANCE	542100-MACHINERY	\$72,450.85

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JH

Phone: 770 531-6800



Utility Tractors & Mowers -- 031121

CE and AG -- 042319

Utility Vehicles 122220

Arkansas 4600041718

Delaware GSS-21673

Mississippi (CE Only) 8200056371

Mississippi 8200055641

SVL97-2HFC WEB QUOTE #2681419

Date: 6/14/2023 9:32:11 AM

- Customer Information -

Hall County Road Maintenance, Hall County Road
Maintenance

Hall County Road Maintenance

jhightower@hallcounty.org

770-531-6824

Quote Provided By
MASON TRACTOR & EQUIPMENT CO.,
INC.
RANDY THOMPSON

— Standard Features —

— Custom Options —



S Series SVL97-2HFC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Final Tier 4 Certified Kubota Diesel Engine
 Electronic Travel Torque Management System
 Vertical Lift Path Loader Frame
 Standard Front Quick Coupler, Float Standard
 Hydraulic Quick Coupler Option
 Loader Arm Self-Leveling
 Loader Boom Lock
 Open ROPS/FOPS
 Optional enclosed and pressurized cab with A/C
 High Back, Adjustable, Vinyl, Suspension Seat
 2" Retractable Seat Belt And 2-Piece Seat Bar
 23.1 gpm Auxiliary Hydraulics Standard, 40.0 gpm Option
 Case Drain Line
 Rigid Mounted Undercarriage, 5 Lower Track Rollers
 High Grip Rubber Tracks, 17.7" Standard
 Two Speed Travel System
 Automatic Wet Disk Parking Brake
 Kubota 4 Hydraulic Pump Load Sensing System
 2 Variable Displacement Pumps
 Rearview Camera
 KubotaNOW Telematics
 Lockable DEF Cap Guard
 Hydraulic Joystick Controls
 ISO Operating Pattern
 Dial Knob and Foot Throttle Controls
 Stall Guard Engine Controls
 Automatic Glow Plugs
 Key Switch Stop System
 Self Bleed Fuel System
 2 Front and 2 Rear Working Lights
 Hour Meter, Engine Temperatur, DEF, and Fuel Gauges and Warning Lights
 Lockable DEF Tank Cap
 Lockable Fuel Cap
 Radio Ready on Enclosed Cabs

BASIC UNITS

SVL97-2S, 17.7" Rubber Tracks, Open ROPS/FOPS Cab
 Quick Coupler

OPERATIONAL

DIMENSIONS

Operating Weight*, SVL97-2s, 17.7" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler 11,299 lbs.
 Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1 and SAE J 818) 3,200 lbs.
 Rated Operating Capacity (ROC) @ 50% of Tipping Load 4,572 lbs.
 Tipping Load 9,143 lbs.
 Auxiliary Hydraulics Flow 24 / 40.0 gpm
 Travel Speed (Low / High) 5.0 / 7.3 mph
 Reach @ Maximum Height 40.7"
 Height to Hinge Pin 128.6"
 Ground Pressure 4.5 psi.
 Traction Force 12,178 lbf.

* Includes operator's weight, 175 lbs.

ENGINE

V3800-Tier 4 Kubota Final Tier 4 Diesel Engine
 4 Cylinder, 4 Cycle, Turbo Charged
 96.0 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 83.4"
 Width (without attachment) 77.2"
 Length (without attachment) 123.5"
 Length of Track on Ground 65.6"

SVL97-2HFC Base Price: \$91,154.00

(1) SVL REAR VIEW CAMERA KIT S8780-SVL REAR VIEW CAMERA KIT	inc.
(1) SVL TELEMATICS HARNESS S6702-SVL TELEMATICS HARNESS	inc.
(1) AT&T TELEMATICS MODEM DCU6700-AT&T TELEMATICS MODEM	inc.
(1) 80" HVY DUTY /LW PRF/LONG FLR/TEETH PNF AP-HD80LLT-80" HVY DUTY /LW PRF/LONG FLR/TEETH PNF	\$2,556.00
Configured Price:	\$93,710.00
Sourcwell Discount:	(\$22,490.40)
SUBTOTAL:	\$71,219.60
Dealer Assembly:	\$0.00
Freight Cost:	\$831.25
PDI:	\$400.00

Total Unit Price: \$72,450.85
 Quantity Ordered: 1
 Final Sales Price: \$72,450.85

Final pricing will be based upon pricing at the time of final delivery to Sourcwell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)
REPORT TO: Voting Meeting (09/28/23)
ITEM NO: 503/2023
SUBJECT: Approve the purchase of one (1) Bandit Industries Chipper for Public Works & Utilities to Mason Tractor & Equipment Co. of Norcross, GA, in the amount of \$101,784.50.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: JG
Recommendation:
Approve.

Purpose of Request:
Approve the purchase of one (1) Bandit Industries Chipper for Public Works & Utilities to Mason Tractor & Equipment Co. of Norcross, GA, in the amount of \$101,784.50.

History:

Facts and Issues:
This equipment purchase is part of the FY 2024 Capital Improvements Program for Road Maintenance. This is used by Road Maintenance in handling storm debris removal during inclement weather events.

Options:

Recommendation is based on the Sourcewell Cooperative Purchasing Contract #050119.

Funding Requested	\$ 101,784.50
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
EW	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Bandit Sourcewell Contract
Mason Tractor Quote



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 503/2023

Funds Requested: \$ 101,784.50

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	4220-ROAD MAINTENANCE	542100-MACHINERY	\$101,784.50

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JH

Phone: 770-531-6824

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: BANDIT INDUSTRIES, INC.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: *Brenda Lint* Date: 4/29/19

Sourcewell's clarification on exceptions listed above:

No Exceptions Noted



Contract Award
RFP #050119



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

RECYCLING AND REPURPOSING EQUIPMENT WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for RECYCLING AND REPURPOSING EQUIPMENT WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Bandit Industries, Inc. Date: April 28, 2019

Company Address: 6750 Millbrook Road

City: Remus State: MI Zip: 49340

CAGE Code/DUNS: 19-387-6869

Contact Person: Craig Davis Title: Sales Manager

Authorized Signature: *Craig Davis* Craig Davis
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 050119-BAN

Proposer's full legal name: Bandit Industries, Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 15, 2019 and will expire on July 15, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D0848B...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42BBF817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on July 10, 2019

Sourcewell Contract # 050119-BAN

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Bandit Industries Inc.

Authorized Signatory's Title Assistant Sales Manager

Brenda Lint
VENDOR AUTHORIZED SIGNATURE

Brenda Lint
(NAME PRINTED OR TYPED)

Executed on 7/11, 2019

Sourcewell Contract # 050119-BAN



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Bandit Industries, Inc.

Address: 6750 Millbrook Road

City/State/Zip: Remus, MI 49340

Telephone Number: (800) 952-0178

E-mail Address: brendalint@banditchippers.com

Authorized Signature: *Craig Davis*

Authorized Name (printed): Craig Davis

Title: Sales Manager

Date: 4/29/19

Notarized

Subscribed and sworn to before me this 29 day of April, 20 19

Notary Public in and for the County of Isabella State of MI

My commission expires: 07/2025

Signature: *Susan Alexander*



Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: BANDIT INDUSTRIES, INC.

Questionnaire completed by: BRENDA LINT

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? **Our payment terms are net 30 days.**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

We offer several financing options including: BB&T Equipment Finance, Wells Fargo, National Cooperative Leasing, and US Bank. We understand that providing a lease to own option for municipalities is helpful if they do not have the full amount in their budgets for this type of equipment as it can be quite expensive.

Kathy Edwards is our Financing Manager and works closely with our sales reps and dealers to provide financing solutions for our customers.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Once awarded, our approved Sourcewell pricing will be added to our on-line quoting/ordering system for the sales rep and dealers to access and provide a quotation to the customer. When the customer has approved the quotation and a PO is issued, our dealer will submit the order. All the orders processed through this on-line ordering system can be traced and reported on making it easy for us to pull the Sourcewell sales. If the customer is in an area handled by Bandit direct, our sales representative will submit the order through this same ordering system.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

We do not accept the p-card at this time.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Our detailed warranty structure and procedures are attached and include the process for filing a warranty claim, who to contact for warranty information and the warranty guidelines for each product line. The warranty process will be handled through the local dealer for that area. Direct customers can call our warranty department to start the process.

- Do your warranties cover all products, parts, and labor?
Parts only and labor is pad on a case by case basis.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Yes – 6 months or 1,000 hours – whichever comes first.
 - Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?
Only if approved prior by the warranty or service department.
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
We will provide warranty repair in all areas.
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
We recently changed our policy to better support our customers. We will handle all of the warranty claims for other OEM components so the customer will only have to deal with one person. We facilitate the warranty however the repairs and warranty decisions are still made by the OEM.
 - What are your proposed exchange and return programs and policies?
This is not a standard practice for us to return or exchange equipment. There have been cases where we have replaced or exchanged a machine for the customer after we had exhausted all other possible means of repairing the machine.
- 6) Describe any service contract options for the items included in your proposal.
We do not offer a service contract at this time. Our factory-trained servicemen are available to provide paid service work at our daily operating rate of \$135.00 per hour.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
We are offering our complete line of whole tree chippers , Beast Recyclers horizontal grinders, Track Carriers for land clearing operations with forestry mower and stump grinder attachments, Arjes Shredders and Pronar trommel screens and stacking conveyors.
A brochure of our product line is attached.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made

during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

There are individual price sheets for each model offered in this proposal. Each price sheet lists the standard items included with each model with the base price of the machine. It then lists the optional items - for example: paint color, engine package, heavier feed systems, longer infeed conveyors, and loader options. After the customer has made the choices of power unit and any additional options from the list prices, they will receive a 12% discount from the total for a single purchase or a 15% discount if three or more units are ordered.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Members will receive a 12% discount for a single unit or 15% discount for ordering three or more units from list prices.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ___XX___ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Members will receive a 15% discount from list prices if three or more units are ordered.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Does not apply to our proposal.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Does not apply to our proposal.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Freight charges are additional. We do not inflate shipping costs for our dealers or customers. We receive a freight quote from several carriers, choose the most economical one and pass that on to the member. There may be an additional pre-delivery inspection fee at the discretion of the dealer. We do not support gouging for this fee and if the member feels they are being over-charged, it should be reported to Bandit.

If the machine is sold to a member supported by one of our dealers, the machine will be delivered to the dealer for pre-delivery inspection and then shipped to the customer. In some cases, the machine may ship direct to the customer. Either way, a free start-up training is provided going

through the maintenance, safety and operation of the equipment. In most cases, the dealer works with our start-up crew to provide the start-up training for the customer.

If the machine is sold direct from Bandit, we will go through the same procedure for the freight quotes, deliver the machine to the customer and provide the free start up training. We do not charge for additional travel expenses.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

The same procedure as above is followed for units sold in Alaska, Hawaii and Canada.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

As mentioned above, we do not inflate our shipping charges for the customer. The freight quote we receive is the price that is passed on to the customer. Customers are welcome to pick the units up or use their own shipping companies if they choose. We do not have a standard shipping fee for this type of equipment because size and tolls and permits needed vary by state.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

All of the orders that come in through the Sourcewell pricing scheme on our on-line ordering system are flagged with a note stating the contract# and the date of the pricing used. I receive copies of these orders and can verify it matches the latest pricing scheme submitted to Sourcewell. At the end of the quarter, I compile all of the Sourcewell orders and report them.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Our administrative fee is 1% of the sale.

Industry-Specific Questions

- 19) Describe any key designs, processes or innovations that promote or enhance the safety, reduce downtime and simplify the operation of your equipment.

-Patented Beast cuttermill that turns downward working with gravity reducing vibration and allows for lower owning and operating costs. The downward motion of our cuttermill also reduces the possibility of material being thrown reducing the risk to the operator or workers. Other mills that pound or hammer the material have high risks of material being thrown from the mill during operation.

-Bandit control panel that provides settings, operator manual and diagnostics of the machine.

-Our track carriers with forestry mower or stump grinder attachments feature a ROPS/FOPS certified operator cab.

-Bandit Whole Tree Chippers feature a patented slide box system, solid welded construction and heavy duty components to ensure long life and less downtime.

- 20) Describe any service programs and products that are unique in the marketplace that you or your dealer network offer.

Bandit provides on site service support by our factory trained service personnel. We also have the Bandit Tool Box located on our website that helps guide customers through common maintenance/service procedures.

- 21) Describe the various types of configurations your equipment can be supplied in such as tracked, wheeled, electric, etc.

Almost all of the equipment offered in this proposal is available as towable or self propelled. Along with those options – we also offer gas, diesel or electric power unit options and units with cab and loader options. Our line of Beast Recycler waste reduction machines come with a variety of teeth and screen options allowing the customer to produce the desired size of end product.

As mentioned earlier, all of our equipment is available with a variety of options unique to the customers needs. Shorter or longer discharges, infeed conveyors, paint colors, engines, cuttermills, teeth, screens, gates are all available to choose from. Our dealer and sales representatives are there to help you choose the configuration of each machine that will best fit your operation for high production and low operating costs. We feel the customer should be able to choose

- 22) Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in this Proposal related to fuel efficiency, emission reductions, or other green/sustainability factors.

All of our equipment adheres to the emission standards set forth by the EPA.

- 23) If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.

Earlier I provided a chart of the sales by year of our current Sourcewell contract. All of the sales from this contract are able to be tracked by our on-line ordering system and similar charts would be available.

Signature: Brenda Lint Date: 4/29/19

	<h1 style="margin: 0;">MASON TRACTOR COMPANY</h1>	<p style="font-size: small; margin: 0;">Mason Tractor & Equipment Co 5038 Buford Highway Norcross, GA 30071 USA 770-854-6871 (Phone) randy@masontractorco.com</p>
<p style="font-size: small; margin: 0;">www.MasonTractor.com</p>		

QUOTATION			
Quote #	Quote Created	Last Updated	Salesperson
157491	June 15, 2023 02:19 PM by Mason Tractor & Equipment Co	June 15, 2023 02:32 PM by Mason Tractor & Equipment Co	David Yancey

CUSTOMER:	BILL TO:	SHIP TO:
Hall County Road Department 1670 Barber Road Gainesville, Georgia 30507 United States 678-725-3199 (Phone) Jimmy Hightower (Contact) jhightower@hallcounty.org	Mason Tractor & Equipment Co P.O. Box 457 Blue Ridge, GA 30513 United States 706-632-3777 (Phone) Sandi Chastain (Contact) schastain@masontractorco.com	Hall County Road Department 1670 Barber Road Gainesville, Georgia 30507 United States 6787253199 (Phone) Randy Rawlins (Contact) jhightower@hallcounty.org

INTIMIDATOR 18XP (18" DRUM STYLE)		
Qty	Part #	Description
1	MODEL-18XP	Intimidator 18XP - (18" Drum Style)

STANDARD EQUIPMENT		
Qty	Part #	Description
1	STANDARD	37" diameter x 22" wide drum with (4) 5/8" X 5 1/2" X 10" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	"Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
0	STANDARD	30 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
0	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 20" wide, driven by (2) 32.3 CID hydraulic motors.
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
0	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge bottom
0	STANDARD	33 1/2" high x 64" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	Lockable aluminum toolbox
1	STANDARD	3/8" (G70) safety chains with spring loaded latch hooks
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)
1	STANDARD	Pressure check kit - Gauge is NOT included

1	STANDARD	Weather resistant manual container
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
1	STANDARD	Spanish & English combination safety decals
1	STANDARD	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)

PAINT

Qty	Part #	Description
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow

ENGINE

Qty	Part #	Description
1	990-RC1330-910	John Deere 4045HFC09, 173 horsepower engine with NACD Spring Loaded clutch - Tier 4 FINAL (Includes 2 year / 2,000 hour engine warranty)

CONTROL SYSTEM AND ENGINE INSTALLATION

Qty	Part #	Description
1	911-6000-45	Murphy PV485 panel with reversing auto feed for John Deere 173 horsepower diesel engines (Includes 1,000 CCA battery with aluminum battery box) - Panel is mounted off of engine shroud in lockable composite cover

CLUTCH

Qty	Part #	Description
1	990-100962	Clutch is included with engine / motor

DRIVE SYSTEM

Qty	Part #	Description
1	OPTION-911-5000-	High HP Drive System - (above 146 horsepower) - (Long Frame, 40 gallon tank)

INFEED

Qty	Part #	Description
1	OPTION-911-5001-48	33 1/2" high x 64" wide tapered heavy-duty infeed with weld on pan and infeed deflectors (Units with 25" wide feed wheels)
1	OPTION-980-5000-73	Dinamic winch with line docking station and manual push button feed assist (Includes 5/16" diameter x 200' Teufelberger rope with 12" loop installed) (Includes (1) manual rear stabilizer)

FEED SYSTEM

Qty	Part #	Description
1	OPTION-911-1003-	Super sized spring loaded slide box type feed system with (2) horizontal feed wheels 10 5/8" diameter x 25" wide

AXLE

Qty	Part #	Description
1	OPTION-911-5000-	Single 12,000 pound leaf spring axle with electric brakes

TIRES/RIMS

Qty	Part #	Description
1	OPTION-911-5000-51	(4) ST235/80R 16" tires mounted on 8-bolt steel DUAL rims (Can only be ordered with Single 12,000 Leaf Spring axle)

FENDER

Qty	Part #	Description
1	OPTION-937-5000-	Steel weld on fenders for single axle with dual tires

HITCH

Qty	Part #	Description
1	990-100274	2-1/2" Wallace Forge Pintle Hitch

ADD-ON OPTIONS

Chipper Discharge

Qty	Part #	Description
1	OPTION-980-5000-92	270 degree hydraulic controlled swivel discharge chute with manual 12" chip deflector (Includes height adjustable discharge & 270 degree discharge stops)

Chipper Discharge Transition

Qty	Part #	Description
1	OPTION-937-0501-	Clean out and inspection door on transition

Chocks & Chock Holders

Qty	Part #	Description
1	OPTION-980-1000	Aluminum Bolt On Chock Holders (Does not include chocks)
1	OPTION-980-5001-	Rubber Wheel Chocks (2)

Cone Holder

Qty	Part #	Description
1	OPTION-905-5000-	Hoop style cone holder (weld on)

Fire Extinguisher

Qty	Part #	Description
1	OPTION-980-5001-	2-1/2 Pound Fire Extinguisher with bolt on mount

Flag Holder

Qty	Part #	Description
1	OPTION-980-1000	Bolt-on flag holders (includes flags) - aluminum or steel fenders

Fuel And Hydraulic Tanks

Qty	Part #	Description
1	OPTION-980-5001-	Lockable padlocks for steel fuel and hyd tanks

Lights

Qty	Part #	Description
1	OPTION-915-5000-	Wig Wag LED Strobe Lights - for a machine with a winch (Double decal plate)

Tongue

Qty	Part #	Description
1	OPTION-911-5000-56	12" longer stationary tongue (total tongue length from end of frame = 45 1/2" (short frame and 49 3/4" long frame)

Tongue Jack

Qty	Part #	Description
1	OPTION-905-5000-	10,000 pound capacity tongue jack with spring return pad

CUSTOMER TOTALS

Total Unit Price:	\$ 111705.00
Dealer Preparation/Delivery:	\$ 1250.00
Customer Net Unit Price:	\$ 101784.50
Customer Total:	\$ 101784.50

Terms: Net 10 Days

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

TERMS AND CONDITIONS

1. Buyer agrees to grant Bandit Industries, Inc., a security interest in the equipment covered by this order unit said equipment is paid in full.
2. This is a shipment contract and the goods shall be delivered F.O.B. Bandit Industries, Inc., Remus, Michigan. The risk of loss of the goods shall pass to the buyer as the goods are tendered to the carrier.
3. In the event Buyer defaults in the payment of any amounts due hereunder immediately due and payable without notice or demand, and shall have all of the remedies of a secured party under the Uniform Commercial Code and any other applicable laws. Upon repossession of the equipment by Seller, any notices required to be given by Seller to Buyer with respect to the sale or other disposition. In the event of a default, Buyer agrees upon Seller's request to make the equipment available to the Seller at such place as Seller may designate.
4. The Buyer agrees to keep the above described property insured against loss or damage by fire, wind, theft and accident by an insurance company or companies is to be payable to the Seller as its interest may appear, and the policies to be delivered to and retained by the Seller until the purchase price is paid in full. Such insurance coverage shall begin when Seller tenders the goods to the carrier.
5. Any tax other governmental charge upon the production, sales, or shipment of the goods sold hereunder, now imposed, or hereafter becoming effective during the term of this agreement, shall be added to the price herein provided, and shall be paid by the Buyer to the Seller.
6. This shall become a binding contract and effective as of the date when, but not before, either:
 - (a) It has been accepted by the Seller at its executive office, or
 - (b) The equipment has been delivered to the Buyer with or without acceptance in writing. Notice of acceptance is hereby waived by the Purchaser. The Purchaser acknowledges receipt of a true and complete copy of its sales agreement.
7. Seller shall not be responsible for failure to ship according to the terms and conditions of this contract, where such failure is caused by any fires, strikes, labor difficulties, failure of carriers to furnish facilities or acts of carriers, or other causes beyond the control of Seller: Provided that when such failure does not exist Seller shall perform this contract within a reasonable time.
8. There are no understandings, agreements, or representations, express or implied including any recording, merchantability, or fitness for a particular purpose, not specified herein, respecting this contract or the equipment hereunder. The contract and warranty are intended by the parties as a final expression of their agreement and are intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement the definition contained in the Code is to control.
9. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included with this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable by the Buyer.
10. This agreement can not be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
11. This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform code as adopted by the State of Michigan as effective and in force on the date of this agreement.
12. The counterpart of this contract held by the Seller shall be considered the original and shall be the binding agreement in case of a variance in any particular between in and the signed copy.



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 502/2023

SUBJECT: Approval and authorization for the Chairman to execute a utility easement between Hall County and Century Communities of Georgia, LLC, subject to the review and approval by County Attorney. Commission District 1.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: JG
Recommendation:
 Approve

Purpose of Request:
 Approval and authorization for the Chairman to execute an utility easement between Hall County and Century Communities of Georgia, LLC, subject to the review and approval by County Attorney.

History:

Commission District 1.

Facts and Issues:
 The utility easement will traverse through the Hall County Firestation 14 parcel along the proposed sewer forcemain route. The easement will consist of a 20-ft. wide Permanent Sanitary Sewer Easement and a 40-ft wide Temporary Construction easement. The permanent sewer easement area is 14,203 s.f.(0.33 ac.) The temporary construction easement area is 13,992 s.f.(0.32 acres).

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
WS	BN	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Utility Agreement
Exhibits

Space Above This Line for Recorder's Use

After recording return to:

Thompson, O'Brien, Kappler & Nasuti, P.C.
Attn: Real Estate
2 Sun Court, Suite 400
Peachtree Corners, GA 30092

STATE OF GEORGIA)
)
COUNTY OF HALL)

EASEMENT FOR WATER, SEWER, AND ACCESS

THIS INDENTURE ("Easement") is made as of the ____ day of _____, 2023 by and between the **BOARD OF COMMISSIONERS OF HALL COUNTY**, a political subdivision of the State of Georgia (together with its successors and assigns, "Grantor") and **CENTURY COMMUNITIES OF GEORGIA, LLC**, a Colorado limited liability company (together with their heirs, successors and assigns, "Grantee").

WITNESSETH:

WHEREAS, as set forth herein, Grantor is the owner of that certain real property located in Hall County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor Property").

WHEREAS Grantor desires to grant and convey to Grantee certain easement rights over a portion of the Grantor Property being more particularly described below and on Exhibit "B" attached hereto and incorporated herein by reference (the "Easement Plat");

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants and conveys easements as set forth herein:

Article 1 Definitions

1.1 “Easement Area” shall mean and refer to, collectively that area shown and labeled as “10’ Temporary Construction Easement ‘A’”, “10’ Temporary Construction Easement ‘B’” and that area shown and labeled as “Proposed 20’ Utility Easement” on the Easement Plat attached hereto and incorporated herein as Exhibit “B”.

1.2 “Easements” shall mean and refer to, collectively, the rights and interests conveyed to Grantee in the Easement Area as shown on the Easement Plat.

1.3 “Grantor Property” shall have the meaning set forth in the recitals.

1.4 “Water/Sewer Facilities”, “Utilities Facilities”, or “Water, Sewer” shall mean and refer to collectively, the water, sewer, reuse water and wastewater infrastructure and equipment, manholes, sampling stations, fire hydrants, utility piping and equipment useful for such purposes and other water and sewer infrastructure, to be constructed within the Easement Area and operated and maintained by the Grantor upon expiration of the temporary easements granted herein.

Article 2 Grant of Easements

2.1 Grantor hereby grants and conveys unto the Grantee, its agents, employees and contractors (collectively, the “Grantee Agents”), a temporary non-exclusive access and construction easement (the “Temporary Construction and Access Easement”) for the purpose of installing and constructing the Water/Sewer Facilities, and access thereto, in, on, over, under, upon, across, and through the Easement Area, together with the right of ingress and egress over the Grantor Property and other adjacent land of Grantor as may be reasonably necessary to accomplish the aforesaid purposes, but in no event shall the right of ingress and egress over the Grantor Property extend more than ten feet (10’) beyond the Easement Area without express permission from Grantor. The Easements shall automatically terminate upon completion and final acceptance of the initial Water/Sewer Facilities by Grantor or one year after the date of conveyance of the Easements, whichever comes first (the “Easements Termination”). Any access over adjacent lands of the Grantor shall be coordinated by Grantee.

2.2 Upon the Easements Termination, Grantor shall become solely responsible for utilizing, testing, operating, maintaining, repairing, renewing, expanding and improving the Water/Sewer Facilities and Grantee shall have no Easements nor any remaining interest or rights to the Easement Area and Grantor Property.

2.3 The grant of the Easements herein includes the right at all times deemed necessary by Grantee for the Grantee Agents to exercise the rights herein granted to the Grantee, including, without limitation, to access said Easement Area, together with the Grantor Property and other adjacent land of Grantor, as necessary to obtain access to the Water/Sewer Facilities and for the purpose of exercising the rights herein granted and for no other uses or purposes; provided, however, that Grantor reserves the right to use the Easement Area in common with Grantee, and Grantor may cross and re-cross said Easement Area with persons, equipment, vehicles, fences, landscaping, operation of the fire department and similar uses that do not interfere with Grantee’s rights hereunder. Any access over adjacent lands of the Grantor shall be coordinated by Grantee. The failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time-to-time to exercise any or all of the same. Any waiver shall be in writing and signed by the party granting such waiver.

2.4 Grantor warrants that no building, shed, mobile home, swimming pool, berms or other such permanent structures shall be erected or constructed within the Easement Area during the pendency of the Easements.

2.5 Limitation of Easement Rights. The Grantor does not convey fee simple title to the Easement Area, but merely grants the rights, privileges and Easements herein above set out.

2.7 Encumbrances. Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances affecting title to the Easement Area. Grantor warrants that it is legally qualified and entitled to grant the Easements herein granted with respect to the land described herein.

[Signatures begin on the Following Page]

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument, under seal, by proper officers and officials thereunto duly authorized and their respective seals affixed as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

**BOARD OF COMMISSIONERS OF HALL
COUNTY**, a political subdivision of the
State of Georgia

Witness

By: _____

Name: _____

Title: _____

Notary Public

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

Exhibit "A"

Grantor Property Legal Description

All that lot, tract, or parcel of land, lying and being in the Clinchem (GMD 392) District, Hall County, Georgia, consisting of 5.140 acres and being all of Parcel A according to a survey by Donald Rex Jones, Registered Surveyor, dated March 17, 2004 and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located on the southeast side of the right-of-way of Spout Springs Road, said iron pin lying North 25° 08' 09" East 61.33 feet from a "P.K." Nail at the centerline intersection of Spout Springs Road and Sherwood Mill Road, as extended; thence leaving the right-of-way of the said Spout Springs Road and running North 38° 45' 38" East 541.05 feet to an iron pin; thence South 44° 04' 42" East 44.98 feet to an iron pin; thence South 44° 19' 50" East 535.83 feet to a point located in the center of a creek; thence along the centerline of said creek the following courses and distances: South 46° 28' 41" West 35.81 feet; South 78° 28' 05" West 42.58 feet; North 74° 09' 05" West 60.11 feet; North 54° 58' 40" West 47.62 feet; North 65° 53' 36" West 48.54 feet; North 65° 58' 57" West 37.94 feet; North 67° 20' 59" West 51.62 feet; South 70° 59' 47" West 32.95 feet; South 21° 57' 01" West 29.57 feet; South 05° 08' 34" East 29.12 feet; South 09° 47' 06" West 43.96 feet; South 35° 12' 42" West 54.81 feet; South 53° 22' 03" West 37.10 feet; South 25° 57' 03" West 55.52 feet; South 27° 23' 55" West 47.86 feet; South 52° 12' 29" West 37.29 feet; South 51° 36' 09" West 18.84 feet; South 52° 48' 52" West 33.54 feet; South 58° 40' 09" West 39.48 feet; South 51° 40' 23" West 35.81 feet; and South 56° 41' 13" West 27.34 feet to a point located on the southeast side of the right-of-way of Spout Springs Road; thence along said right-of-way the following courses and distances: North 15° 01' 04" West 38.19 feet to an iron pin; North 19° 13' 11" West 75.86 feet to an iron pin; South 72° 05' 02" West 10.00 feet to an iron pin; North 20° 56' 20" West 63.90 feet; North 26° 35' 54" West 103.09 feet; and North 29° 07' 41" West 60.77 feet to an iron pin located at the POINT OF BEGINNING.

Exhibit "B"

Easement Plat

(See Next Page)

Exhibit "A"

Grantor Property Legal Description

All that lot, tract, or parcel of land, lying and being in the Clinchem (GMD 392) District, Hall County, Georgia, consisting of 5.140 acres and being all of Parcel A according to a survey by Donald Rex Jones, Registered Surveyor, dated March 17, 2004 and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located on the southeast side of the right-of-way of Spout Springs Road, said iron pin lying North 25° 08' 09" East 61.33 feet from a "P.K." Nail at the centerline intersection of Spout Springs Road and Sherwood Mill Road, as extended; thence leaving the right-of-way of the said Spout Springs Road and running North 38° 45' 38" East 541.05 feet to an iron pin; thence South 44° 04' 42" East 44.98 feet to an iron pin; thence South 44° 19' 50" East 535.83 feet to a point located in the center of a creek; thence along the centerline of said creek the following courses and distances: South 46° 28' 41" West 35.81 feet; South 78° 28' 05" West 42.58 feet; North 74° 09' 05" West 60.11 feet; North 54° 58' 40" West 47.62 feet; North 65° 53' 36" West 48.54 feet; North 65° 58' 57" West 37.94 feet; North 67° 20' 59" West 51.62 feet; South 70° 59' 47" West 32.95 feet; South 21° 57' 01" West 29.57 feet; South 05° 08' 34" East 29.12 feet; South 09° 47' 06" West 43.96 feet; South 35° 12' 42" West 54.81 feet; South 53° 22' 03" West 37.10 feet; South 25° 57' 03" West 55.52 feet; South 27° 23' 55" West 47.86 feet; South 52° 12' 29" West 37.29 feet; South 51° 36' 09" West 18.84 feet; South 52° 48' 52" West 33.54 feet; South 58° 40' 09" West 39.48 feet; South 51° 40' 23" West 35.81 feet; and South 56° 41' 13" West 27.34 feet to a point located on the southeast side of the right-of-way of Spout Springs Road; thence along said right-of-way the following courses and distances: North 15° 01' 04" West 38.19 feet to an iron pin; North 19° 13' 11" West 75.86 feet to an iron pin; South 72° 05' 02" West 10.00 feet to an iron pin; North 20° 56' 20" West 63.90 feet; North 26° 35' 54" West 103.09 feet; and North 29° 07' 41" West 60.77 feet to an iron pin located at the POINT OF BEGINNING.

Exhibit "B"

Easement Plat

(See Next Page)



LOCATION MAP
NOT TO SCALE



LEGEND

C&G - CURB AND GUTTER
 CL - CENTERLINE
 CLF - CHAIN LINK FENCE
 ☐ C&F - CONCRETE MONUMENT FOUND
 CT - CRIMP TOP PIPE
 DB - DEED BOOK
 EA - EDGE OF ASPHALT
 FH - FIRE HYDRANT
 GMD - GEORGIA MULTA DISTRICT
 GW - GUY WIRE
 IPF - IRON PIN FOUND
 IPS - IRON PIN SET (1/2" RW W/ YELLOW PLASTIC CAP)
 JB - JUNCTION BOX
 LP - LIGHT POLE
 MH - MANHOLE
 MON - MONUMENT
 N/F - NOW OR FORMERLY
 NTS - NOT TO SCALE
 OT - OPEN TOP PIPE
 PB - PLAT BOOK
 PBX - POWER BOX
 PG - PAGE
 PL - PROPERTY LINE
 PL - POWER LINE
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT
 PP - POWER POLE
 RB - REINFORCING BAR
 RW - RIGHT OF WAY
 SQ FT. - SQUARE FEET
 SR - SOLID ROD FOUND
 TBK - TELEPHONE BOX
 TP# - TAX PARCEL NUMBER
 WM - WATER METER
 WV - WATER VALVE

LINE	BEARING	DISTANCE
L1	N14°57'00"E	170.33'
L2	N50°09'55"E	115.95'
L3	N60°43'31"E	24.19'
L4	N71°16'31"E	33.27'
L5	N34°02'37"E	49.54'
L6	N43°22'32"E	20.31'
L7	S45°40'34"E	20.00'
L8	S34°02'37"W	49.49'
L9	S71°16'31"W	33.44'
L10	S60°43'31"W	22.25'
L11	S60°09'55"W	107.52'
L12	S14°57'00"W	159.81'
L13	S14°17'44"E	78.79'
L14	S69°55'11"W	3.11'
L15	N14°57'00"E	163.35'
L16	N50°09'55"E	120.18'
L17	N60°43'31"E	25.18'
L18	N71°16'31"E	34.19'
L19	N34°02'37"E	49.61'
L20	N43°22'32"E	32.55'
L21	S45°40'34"E	10.00'
L22	S45°40'34"E	33.40'
L23	S34°02'37"W	49.33'
L24	S71°16'31"W	30.53'
L25	S60°43'31"W	21.28'
L26	S60°09'55"W	103.30'
L27	S14°57'00"W	153.04'
L28	S14°17'44"E	99.74'
L29	S69°55'11"W	6.50'
L30	S45°40'34"E	18.50'
L31	N39°18'02"E	33.05'
L32	S45°33'53"E	44.84'
L33	S45°40'34"E	19.45'

CURVE	RADIUS	ARC LENGTH	CHORD BEARINGS	CHORD LENGTH
C1	104.91'	47.21'	N53°23'06"E	46.81'
C2	2703.41'	82.61'	N48°22'12"E	82.66'
C3	148.05'	35.25'	N49°13'54"E	35.16'
C4	14.71'	12.58'	N59°32'53"E	12.20'
C5	242.02'	55.32'	N19°51'20"W	55.20'
C6	83.26'	41.83'	N33°42'09"W	41.39'
C7	103.28'	29.16'	S32°35'42"E	29.05'
C8	262.02'	59.31'	S19°50'33"E	59.18'
C9	34.71'	29.35'	S09°49'50"W	28.45'
C10	168.05'	40.59'	S49°15'26"W	40.89'
C11	2683.41'	82.00'	S46°22'12"W	81.59'
C12	124.91'	56.20'	S58°23'06"W	55.73'
C13	1200.11'	65.29'	N24°22'32"W	65.27'
C14	84.91'	42.71'	N58°23'06"E	42.35'
C15	2713.41'	82.91'	N46°22'12"E	82.91'
C16	158.05'	33.87'	N49°13'01"E	33.76'
C17	4.71'	4.14'	N58°54'31"E	4.01'
C18	232.02'	53.49'	N19°51'22"W	53.28'
C19	73.26'	48.35'	N43°04'36"W	47.45'
C20	272.02'	53.20'	S18°55'54"E	53.11'
C21	44.71'	37.71'	S09°32'59"W	36.60'
C22	178.05'	43.35'	S40°16'55"W	43.26'
C23	2673.41'	81.69'	S46°22'12"W	81.69'
C24	134.91'	62.70'	S58°23'06"W	62.19'
C25	1210.00'	24.45'	N21°40'12"W	24.45'
C26	2265.37'	64.29'	S33°25'35"E	64.29'
C27	2265.37'	64.29'	S33°25'35"E	64.29'
C28	1200.11'	122.15'	S26°16'50"E	122.10'
C29	1200.11'	15.01'	N26°50'29"W	15.01'

NOTES:

1. REFERENCES INFORMATION SHOWN HEREON WERE MADE TO DEED BOOK 5003, PAGE 273. ALL RECORDS ON FILE WITH THE CLERK OF SUPERIOR COURT IN HALL COUNTY, GEORGIA.

2. HORIZONTAL DATUM SHOWN HEREON IS ORIENTED TO GRID NORTH GEORGIA WEST ZONE, NAD 83 DATUM.

3. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON ABOVE GROUND STRUCTURES AND INFORMATION SUPPLIED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES OR STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES OR STRUCTURES MAY EXIST. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY AND COMPLETENESS OF THE LOCATIONS SHOWN HEREON.

7. NO ABSTRACT OF TITLE, TITLE COMMITMENT, OR RESULTS OF TITLE SEARCHES WERE SUPPLIED TO THE SURVEYOR. THERE MAY BE OTHER MATTERS OF RECORD THAT AFFECT THIS PROPERTY.

8. FIELD INFORMATION FOR THIS SURVEY WAS OBTAINED WITH A TRIMBLE S6 TOTAL STATION. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 14,647 FEET AND AN ANGULAR ERROR OF 01 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE. THIS EASEMENT EXHIBIT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 137,768 FEET.

9. THE LAST DAY OF FIELD WORK WAS 6/09/2023.

10. ALL DISTANCES AND CORRESPONDING AREA CALCULATIONS, AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.



DATE: JUNE 13, 2023			
SCALE: 1" = 60'			
NO.	DESCRIPTION	DATE	
SURVEYED: DW			
CHECKED: GSH	DRAWN: JRW		
PROJECT #: 21130-FM-EASE3			

EASEMENT EXHIBIT FOR
LAUDERDALE PROPERTY HOLDINGS, LLC
 LOCATED IN
 G.M.D. 392
 HALL COUNTY, GEORGIA
 TAX PARCELS: 15041 D000092 & 15041 000090

PREPARED BY:

EarthPro
 LAND SURVEYING

7973 HIGHWAY 172
 COLUMBIA, GA 30629
 OFFICE: 678-640-5500
 FAX: 706-510-2620
 EMAIL: gph@earthprolandsurveying.com
 GEORGIA RLS #3105
 GEORGIA COA LSF #000994

NOTE: SURVEY NOT VALID UNLESS SIGNED ACROSS SEAL.



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 494/2023

SUBJECT: Approve the award of IFB #062-43 Construction of a Roundabout at McEver Road and Lights Ferry Road for Public Works & Utilities to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$2,483,686.51.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: JG

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #062-43 Construction of a Roundabout at McEver Road and Lights Ferry Road for Public Works & Utilities to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$2,483,686.51.

History:

Facts and Issues:

Options:

IFB #062-43 resulted in three (3) responses with Chattahoochee Group, Inc. being the lowest responsible and responsive bidder.

The proposed roundabout would replace the existing signalized intersection at McEver Road and Lights Ferry Road. This roundabout will improve the operations of the intersection and minimize left-turn backups in the area.

These improvements were recommended by the Gainesville-Hall MPO's McEver Road Corridor sub-committee as part of its corridor evaluation.

This would be funded by SPLOST VI, SPLOST VII, SPLOST VIII and is part of the FY24 CIP.

Funding Requested	\$ 2,483,686.51
Are funds within current budget?	Yes
Source of Funds	SPLOST VI, SPLOST VII, SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2023-09-11

Approvals:

Buyer	Submit	Approve	Purchasing
AP	WS	BN	AP
Budget	Finance	Attorney	Administration
EW	WG	VS	AO
Clerk			
AO			

Attachments:

- Financial Supplement
- Contract
- Bid Tabulation Summary
- Revised Notice of Intent to Award
- Construction Plans



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 494/2023

Funds Requested: \$ 2,483,686.51

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VI, SPLOST VII, SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	322-SPLOST VI	4220-ROAD MAINTENANCE	541400-INFRASTRUCTURE	\$338,352.00
2024	323-SPLOST VII	4971-ENGINEERING	541400-INFRASTRUCTURE	\$699,000.00
2024	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	\$1,446,334.51

Budget Transfer Items:

Additional Information/Comments:

Frank Miller 770-533-7851 fmill@hallcounty.org Jorge Gomez 770-533-7859
jorge.gomez@hallcounty.org Joseph Boyd GHMPO 770-297-5541 jboyd@hallcounty.org

Contact for Questions: FM

Phone: 770-533-785



Hall County Government

FINANCIAL SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #062-43

For the provision of

CONSTRUCTION OF A ROUNDBOUT

At the McEver Road and Light Ferry Road Intersection

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for the turnkey construction of all the improvements at the McEver Road and Light Ferry Road Intersection as shown on Attachment #001 – Construction Plans. (hereinafter “Services”) as entered into on _____, is by and between; Hall County, Georgia (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Chattahoochee Group, Inc, located at 220 Carter Street, Clermont, GA 30527 (hereinafter “Contractor”). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

Whereas, the parties do mutually desire to enter into this Contract to document the provision of Services or other valuable consideration by the Contractor to the County in exchange for payment as compensation.

This Contract is the result of the competitively bid **IFB #062-43**, the Bidder’s bid response, the Scope of Work, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, at the location described and services as described in **IFB #062-43** and the bidder’s response.
- B. **COMPENSATION**: County hereby agrees as good and valuable compensation as provided in the attached bidder’s response entitled **Exhibit C – Mandatory Cost Proposal Worksheet**, which

shall serve as the Guaranteed Maximum Price Lump-Sum Cost. All payments are in arrears, as the County does not pay for Services not yet rendered.

C. **Price Escalation Clause.** - Reserved

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Jorge A. Gomez, P.E.
Assistant Public Works Director
Hall County Community Development
And Infrastructure
Jorge.gomez@hallcounty.org
Ph: (770) 531-6800

COUNTY ISSUING OFFICER

Andy Penick, CPSM, GPM, GPA, MBA
Purchasing Manager
Hall County, Georgia
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFO

Jacob Gailey
COO
Chattahoochee Group, Inc.
220 Carter Street
Clermont, GA 30057
jwgailey@chatgroupinc.com
(770) 983-7004

REMIT-TO ADDRESS

Same

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM:

Until substantial, completion, and all sub-contractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

B. Obligations beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. Transition Cooperation with the County and Cooperation with other Contractors. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

Either party may terminate this Contract by providing thirty (30) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
2. The County determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or

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

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching party may:
1. Immediately terminate the Contract for default without additional written notice.
 2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Due to Non-Availability of Funds.**
This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Immediately return to the County any payments made by the County for goods and services that were not delivered by the Contractor.

- H. **Liquidated Damages.** – One-Thousand Dollars (\$1,000.00) per calendar day past three-hundred calendar days term period until substantial completion.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

- B. Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right to issue a written Stop Work Order at any time to require the Contractor cease any procedure, or the use of any equipment materials or chemicals considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF WORK* prior to subcontractor's performance of work.

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the County receives required insurance certificates.

The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.

- C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.
- D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship

any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

1. Contractor shall invoice the County via email solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description and location of the Services provided; the invoice amount; the Contract number and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract, which includes release of any liens from all sub-contractors and material providers.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or withhold payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 - TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation

under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third party.

ARTICLE #123 – BID, PERFORMANCE AND PAYMENT BONDS

A Bid Bond is required in the amount of the bidder's Cost Proposal. Such bid bond shall secure the faithful acceptance by the bidder or proposer of a bid or proposal award and shall be issued for the protection of the county.

After Notice of Award is given, Contractor must furnish to the County a Performance Bond equal to one-hundred percent (100%) of the Contract's total initial term dollar amount, and additionally a Payment Bond equal to one-hundred percent (100%) of the total awarded dollar amount. After receipt of the bonds, the County will issue a Notice-to-Proceed. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation. All bonds must be of a forfeiture type.

ARTICLE #124 – RETAINAGE

The County will retain funds from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County and issuance of Occupancy Permit by County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFQ/P documents and the bidder's response, are-herein-incorporated into this contract by reference.

EXHIBIT C - Mandatory Cost Proposal

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.

18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.

39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

Chattahoochee Group, Inc.

HALL COUNTY, GEORGIA

By: [Signature]

By: _____

Title: COO

Richard Higgins, Chairman
Hall County Board of Commissioners

Print Name: JACOB W. GARDNER

Attestation: _____
County Clerk

Sworn to and subscribed before me this

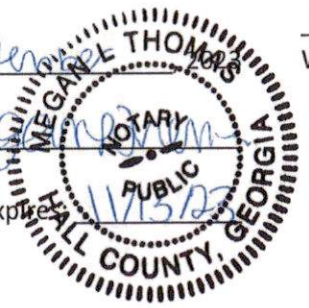
APPROVED AS TO FORM:

1st Day of September

[Signature]

William J. Linkous III, County Attorney

Notary Public: [Signature]



Notary commission expires

[Locus Sigilli]

EXHIBIT C

IFB # 062-43

CONSTRUCTION OF A ROUNDABOUT MANDATORY COST PROPOSAL WORKSHEET

Company Name: Chattahoochee Group, Inc.

Bidder's Name: JACOBS W. GAZLEY

Bidder's Signature: [Signature]

Date: 8/10/23

Instructions: Complete the lump sum totals below

Complete the project as per Attachment #001 - Construction Plans, and all specifications contained in the bid documents.

Line	Lump-Sum Amount
Construction of a roundabout at McEver Road and Light Ferry Road	(Plans dated 12/1/22) \$2,493,118.72 \$37,396.78 P&P

Total Cost: \$2,530,515.51



IFB #062-43 Construction of a Roundabout

Exhibit C (Mandatory Cost Proposal)

Notes: (Based on plans dated 12/01/2022)

Deduct Alternate 1 - Accepted 09/06/2023 AP

If CGI fills existing 4" force main with flowable fill in lieu of removal (- \$27,383.20)

Deduct Alternate 2 - Accepted 09/06/2023 AP

If CGI fills existing sanitary sewer line with flowable fill in lieu of removal (- \$19,445.80)

- Price assumes #5 reinforcement 12" on center each way and dowels in concrete medians
- Price includes jack and boring all storm crossing and sanitary sewer crossing to eliminate traffic concerns and cost
- Price does not include removal or replacement of rock nor unsuitable soils
- Price assumes stamped concrete to be colored
- Price could improve if a detailed sequencing plan was developed and agreed upon before beginning construction

General Conditions (Inclusions):

- Price includes all material to complete proposed items
- Price includes all costs associated with necessary equipment need to complete above-described scope
- Price includes all taxes and fees for material used

General Conditions (Exclusions):

- Any costs associated with permitting (if needed)
- Anything not specifically included considered excluded
- Third party inspections
- Water meter removals
- Power utility relocation
- Gas utility relocation
- Communication utility relocation

IFB #062-43

BID TABULATION SUMMARY

CONSTRUCTION OF A ROUNDABOUT

In Hall County at the Intersection of McEver Road and Light Ferry Road
9/6/2023

Bidders	Bid Amount
Chattahoochee Group, Inc.	\$ 2,530,515.51
Ohmshiv Construction, LLC	\$ 2,675,000.00
E.R. Snell Contractor, Inc.	\$ 2,985,737.00
Chattahoochee Group, Inc. Bid	\$ 2,530,515.51
Deduct Alternate 1 use flowable fill for force main	\$ (27,383.20)
Deduct Alternate 2 use flowable fill for sanitary sewer	\$ (19,445.80)
New Bid Total	<u>\$ 2,483,686.51</u>



Hall County Government
FINANCIAL SERVICES

NOTICE OF INTENT TO AWARD CONTRACT #062-43

For the provision of services to:

CONSTRUCTION OF A ROUNDAABOUT

In Hall County at the Intersection of McEver Road and Light Ferry Road

Revised 09/06/2023 for acceptable deductions

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County, Georgia, hereby gives Notice of Intent to Award Contract #062-43 to Chattahoochee Group, Inc. located at 220 Carter Street, Clermont, GA 30527 for the Construction of a Roundabout in Hall County at the Intersection of McEver Road and Light Ferry Road for the sum of two-million four-hundred eighty three thousand, six-hundred eighty six dollars and 51/100 cents (\$2,483,686.51).

Upon Hall County Board of Commissioners' approval on the scheduled voting meeting September 28, 2023, a Notice of Award will be issued. Once all bonding instruments are received then a Purchase Order will be issued and a Notice to Proceed.

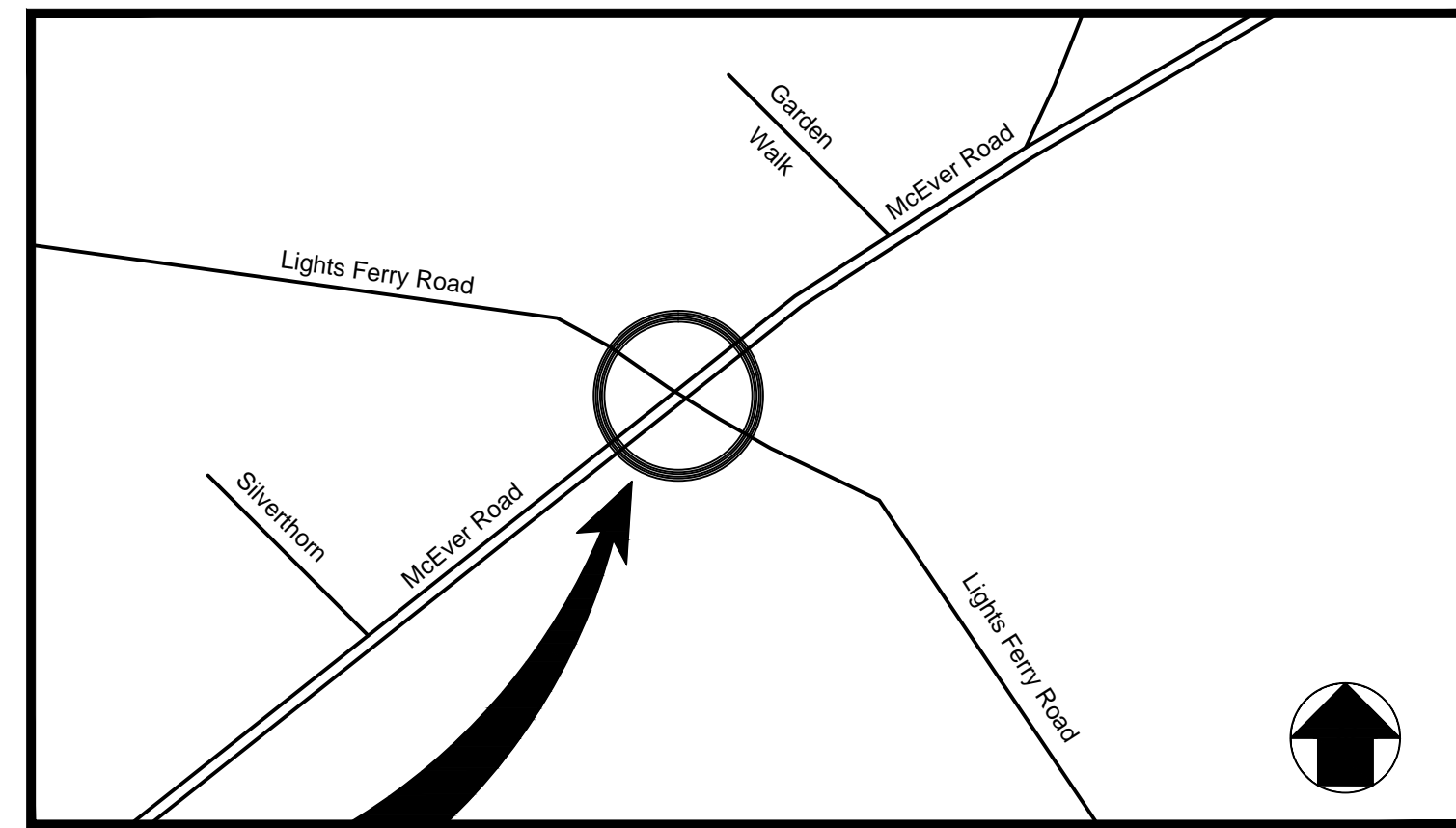
Thank you,

Andy Penick, issuing Officer
Hall County, Georgia
apenick@hallcounty.org

Attachment #001 CONSTRUCTION PLANS FOR

McEver and Lights Ferry Road Roundabout

LOCATED IN HALL COUNTY, GEORGIA
2nd. DISTRICT



SITE **LOCATION MAP**
N.T.S.
LAT. 34.19618° N
LONG. - 83.9356° W

CONTACTS

OWNER:

HALL COUNTY BOARD OF COMMISSIONERS
2875 BROWNS BRIDGE ROAD
GAINESVILLE, GEORGIA 30503

TOTAL DISTURBED AREA= 3.90 ACRES
TOTAL EXISTING IMPERVIOUS AREA = 1.04 ACRES
TOTAL PROPOSED IMPERVIOUS AREA = 1.16 ACRES

NO PART OF THE PROJECT SITE IS LOCATED WITHIN 1 MILE OF AN IMPAIRED STREAM .

THERE ARE NO STATE WATERS REQUIRING A 50' OR 100' UNDISTURBED BUFFER ON THE SITE OR WITHIN 200 FEET OF THE SITE.

NO PART OF THE SITE IS LOCATED IN THE 100 YEAR FLOOD PLAIN PER HALL COUNTY FUTURE FLOOD ZONE

CIVIL ENGINEER:

HALL COUNTY OF PUBLIC WORKS
ENGINEERING DIVISION
2875 BROWNS BRIDGE ROAD
GAINESVILLE, GEORGIA 30503
CONTACT: FRANKLIN P. MILLER, P.E.
770-531-6800

Hall County Project Manager:
Franklin P. Miller, P.E.
fmiller@hallcounty.org
770 470-691-4244

City of Flowery Branch
Rich Atkinson
rich@flowerybranch.org
770 967-6371

City of Gainesville Department of Water Resources
Nick Swafford
nswafford@gainesvillega.gov
770 538-2452

DRAWING INDEX

SHEET	DESCRIPTION
C-1	COVER SHEET
C-2	GENERAL NOTES
C-3	TYPICAL SECTIONS
C-4	DEMOLITION PLAN
C-5	CONSTRUCTION/STAKING PLAN
C-6	GRADING/DRAINAGE PLAN
C-7	RIGHT OF WAY PLAN
C-8	UTILITY PLAN
C-9	SIGNING/STRIPING PLAN
C-10	PROFILES
C-11	EROSION CONTROL PLAN
C-12	LANDSCAPE PLAN
C-13	DETAILS
C-14	DETAILS

HALL COUNTY CONTACT:
FRANK MILLER
770-531-6800

24 HR CONTACT:
FRANK MILLER
770-531-6800



ENGINEERING DIVISION
HALL COUNTY DEPARTMENT
OF PUBLIC WORKS
P.O. DRAWER 1435
GAINESVILLE, GA 30503
Phone: 770-531-6800 Fax: 770-531-3945



COVER SHEET
MCEVER ROAD & LIGHTS FERRY ROAD
ROUNDABOUT IMPROVEMENT
HALL COUNTY, GEORGIA

NO.	REVISION	DATE	
		12/1/22	6/15/23
1.	Issued for Construction		
2.	Added Sheet		

DRAWN BY: F. MILLER
CHECKED BY:
DATE:



LEVEL II E&S CERT. # 13711
EXP. DATE 07-19-2024

CONSTRUCTION GENERAL NOTES:

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE ENTIRE CONSTRUCTION LIMITS DURING CONSTRUCTION. A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

1. CONTRACTOR SHALL INSURE ACCESS IS MAINTAINED TO ALL ADJACENT PROPERTIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
3. CONTRACTOR SHALL STORE ALL EQUIPMENT AND MATERIAL IN A LOCATION CLEAR OF TRAFFIC AND APPROVED BY HALL COUNTY.
4. CONTRACTOR SHALL MAINTAIN TRAFFIC AT ALL TIMES. ANY DETOURS OR ROAD CLOSURES SHALL BE APPROVED BY HALL COUNTY TRAFFIC ENGINEER AND SHALL MEET THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
5. ALL ROADWAY SUBGRADE AND BASE SHALL BE COMPACTED TO 98% STANDARD PROCTOR. HALL COUNTY INSPECTOR MAY REQUIRE "ROLL TESTS" AS DEEMED NECESSARY USING A 20 TO 30 TON OR OTHER SIMILAR VEHICLE.
6. WHEN SITE IS APPROVED BY HALL COUNTY ENGINEERING, THE SITE SHALL BE CLEAN AND NEAT CONDITION. ALL DEBRIS, VEGETATION AND SPOILS SHALL BE REMOVED.

CONSTRUCTION SEQUENCE:

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT EROSION IS MINIMIZED AND THAT COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES IS MAINTAINED THROUGHOUT EXECUTION OF THIS PROJECT.

1. OBTAIN A LAND DISTURBING PERMIT. SCHEDULE A PRE-CONSTRUCTION MEETING.
2. INSTALL GRAVEL CONSTRUCTION PAD, TEMPORARY DIVERSIONS, SILT FENCE, SEDIMENT TRAPS OR OTHER MEASURES AS SHOWN ON THE APPROVED PLAN. CLEAR ONLY AS NECESSARY TO INSTALL THESE DEVICES. SEED TEMPORARY DIVERSIONS, BERMS AND BASINS IMMEDIATELY AFTER CONSTRUCTION. SEE DETAIL ON SEEDING SCHEDULE. CONTRACTOR SHALL BEGIN WITH SEDIMENT FENCING AND ALL OTHER SEDIMENT CONTAINMENT DEVICES FOLLOWED BY ALL DIVERSION AND BY-PASS DITCHES/BERMS.
3. BEGIN CLEARING/GRUBBING AND GENERAL EXCAVATION ON SITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PHASE/STAGE EROSION CONTROL TO ALLOW FOR CONSTRUCTION.
NOTE: CONTRACTOR SHALL INSPECT AND REPAIR ALL EROSION DEVICES AT LEAST ONCE A WEEK AND AFTER EVERY RAINFALL. GRADING ACTIVITY SHALL BE PROHIBITED IN THE AREAS OF THE SEDIMENT CONTROL DEVICES/SEDIMENT TRAPS UNTIL THE AREAS UPSTREAM OF THESE DEVICES HAVE BEEN STABILIZED AND APPROVED.
4. BEGIN INSTALLING UPSTREAM STORM DRAINAGE SYSTEM. INSTALL APPROVED INLET PROTECTION. TERMINATE STORM DRAINAGE SYSTEM AT TEMPORARY SEDIMENT TRAP DEVICES UNTIL SUCH DEVICES HAVE BEEN APPROVED FOR REMOVAL. ADDITIONAL MEASURES MAY BE REQUIRED BY THE INSPECTOR DUE TO THE ROUTING OF THE STORM DRAINAGE SYSTEM AND ACTUAL FIELD CONDITIONS;
NOTE: SEDIMENT BASINS SHALL BE FUNCTIONAL THROUGHOUT GRADING AND EXCAVATING.
5. STABILIZE SITE AS AREAS ARE BROUGHT UP TO FINISH GRADE WITH VEGETATION, PAVING, DITCH LININGS, ETC.. SEED AND MULCH DENUDED AREAS WITHIN FIFTEEN (15) DAYS OF COMPLETION OF ANY PHASE OF CONSTRUCTION;
NOTE: THE CONTRACTOR SHALL ENSURE THAT THE EROSION CONTROL DEVICES REMAIN UNDISTURBED DURING CONSTRUCTION OF THE BUILDING PADS AND ASSOCIATED PARKING/DRIVE AREAS ADJACENT TO THESE DEVICES UNTIL THE CONTRIBUTING UPSTREAM AREAS HAVE BEEN STABILIZED AND APPROVED.
6. WHEN SITE IS APPROVED, REMOVE TEMPORARY DIVERSIONS, SILT FENCING, SEDIMENT BASINS, ETC... AND SEED OUT OR PAVE ANY RESULTING BARE AREAS. CONNECT UPSTREAM STORM DRAINAGE.

GRADING/EROSION CONTROL NOTES

1. ALL GRADING, BACKFILLING, EXCAVATION, ETC..., SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL INVESTIGATION REPORTS. REFER TO THESE REPORTS FOR ADDITIONAL INFORMATION NOT TRANSFERRED TO THESE PLANS.
2. CONTRACTOR IS TO CONTACT UTILITIES PROTECTION CENTER AT 800-282-7411 FOR UNDERGROUND UTILITY LOCATION 3 DAYS PRIOR TO ANY DIGGING
3. THE EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO ANY EARTHWORK.
4. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED.
5. ALL EROSION CONTROL FACILITIES SHALL BE INSPECTED AND REPAIRED AT A MINIMUM OF WEEKLY BASIS AND AFTER EVERY RAIN EVENT.
6. ALL PAVED AREAS SHALL BE KEPT CLEAR OF EARTH MATERIALS AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT-LADEN RUNOFF TO ANY STORM DRAINAGE SYSTEM.
7. CONTRACTOR SHALL LOCATE AND VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
8. ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE SITE VIA THE CONSTRUCTION ENTRANCES.
9. THE APPROXIMATE AREA OF THE LIMITS OF CLEARING, GRADING, AND CONSTRUCTION IS 0.07 ACRES.
10. PURSUANT TO G.S. 113A-57(2), THE ANGLE FOR GRADED SLOPES AND FILLS SHALL BE NO GREATER THAN THE ANGLE THAT CAN BE RETAINED BY VEGETATIVE COVER OR OTHER ADEQUATE EROSION CONTROL DEVICES OR STRUCTURES. IN ANY EVENT, SLOPES LEFT EXPOSED WILL, WITHIN 21 CALENDAR DAYS OF COMPLETION OF ANY PHASE OF GRADING, BE PLANTED OR OTHERWISE PROVIDED WITH TEMPORARY OR PERMANENT GROUND COVER, DEVICES, OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION. PURSUANT TO G.S. 113A-57(3), PROVISIONS FOR PERMANENT GROUND COVER SUFFICIENT TO RESTRAIN EROSION MUST BE ACCOMPLISHED FOR ALL DISTURBED AREAS WITHIN 15 WORKING DAYS OR 90 CALENDAR DAYS (WHICHEVER IS SHORTER) FOLLOWING COMPLETION OF CONSTRUCTION OR DEVELOPMENT.
11. ALL CUT AND FILL SLOPES AND CHANNEL SIDESLOPES WHICH ARE NOT TO BE PAVED, SHALL BE SEEDED UNTIL A GOOD STAND OF GRASS IS OBTAINED IN ACCORDANCE WITH:
 - A. 100 LBS PER 1,000 SQUARE FOOT GROUND LIMESTONE OR EQUIVALENT. NO SOIL TEST REQUIRED FOR INITIAL ESTABLISHMENT.
 - B. 20 LBS OF 10-10-10 FERTILIZER OR EQUIVALENT PER 1,000 SQUARE FOOT.
 - C. VARIETIES TO BE SEEDED:
 1. SPRING SEEDING - MARCH 1 - APRIL 30; SPRING OATS 2.5 LBS PER 1,000 SQUARE FOOT.
 2. SUMMER SEEDING - MAY 1 - AUGUST 1; WEEPING LOVE GRASS AT 2 OZ. PER SQUARE FOOT MIXED WITH 1 BUSHEL OF SAWDUST FOR UNIFORM SEEDING.
 3. ASPHALT MULCH 6 GALLONS PER 1,000 SQUARE FOOT. ALL SEEDING WILL BE MULCHED.

MAINTENANCE NOTES:

IN GENERAL, ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE CHECKED AND MAINTAINED DAILY AND AFTER EACH RAINFALL GREATER THAN 0.5 INCHES. ANY SEDIMENT THAT HAS BEEN TRANSPORTED BEYOND THE PROJECT LIMITS SHALL BE REMOVED. THE FOLLOWING ITEMS WILL BE CHECKED IN PARTICULAR:

CONSTRUCTION ENTRANCE:

INSPECT CONSTRUCTION ROADS AND PARKING AREAS PERIODICALLY FOR CONDITION OF SURFACE. TOPDRESS WITH NEW GRAVEL AS NEEDED. CHECK ROAD DITCHES AND OTHER SEEDED AREAS FOR EROSION AND SEDIMENTATION AFTER RUNOFF-PRODUCING RAINS. MAINTAIN ALL VEGETATION IN A HEALTHY, VIGOROUS CONDITION. SEDIMENT PRODUCING AREAS SHOULD BE TREATED IMMEDIATELY.

SILT FENCE:

INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY. SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSE, TEAR, DECOMPOSE, OR BECOME INEFFECTIVE, REPLACE IT IMMEDIATELY. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT. REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

SILT FENCE GRAVEL OUTLET:

INSPECT SEDIMENT FENCE GRAVEL OUTLETS AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN. ANY RIP RAP DISPLACED MUST BE REPLACED IMMEDIATELY.

OUTLET STABILIZATION STRUCTURE:

INSPECT RIP RAP STRUCTURES WEEKLY AND AFTER SIGNIFICANT (0.5 INCH OR GREATER) RAINFALL EVENTS TO SEE IF ANY EROSION AROUND OR BELOW THE RIP RAP HAS TAKEN PLACE, OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.

BLOCK AND GRAVEL INLET PROTECTION:

INSPECT THE BARRIER OF AFTER EACH RAIN AND MAKE REPAIRS AS NEEDED. REMOVE SEDIMENT AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR SUBSEQUENT RAINS. WHEN THE CONTRIBUTING DRAINAGE AREA HAS BEEN ADEQUATELY STABILIZED, REMOVE ALL MATERIALS AND ANY UNSTABLE SOIL, AND EITHER SALVAGE OR DISPOSE OF IT PROPERLY. BRING THE DISTURBED AREA TO PROPER GRADE, THEN SMOOTH AND COMPACT IT. APPROPRIATELY STABILIZE ALL BARE AREAS AROUND THE INLET.

SEDIMENT TRAP:

INSPECT TEMPORARY SEDIMENT TRAPS AT LEAST WEEKLY AND AFTER RAINFALL EVENTS 0.5 INCHES OR MORE. REMOVE SEDIMENT AND RESTORE THE TRAP TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP. PLACE THE SEDIMENT THAT IS REMOVED IN THE DESIGNATED DISPOSAL AREA, AND REPLACE THE PART OF THE GRAVEL FACING THAT IS IMPAIRED BY SEDIMENT.

CHECK THE STRUCTURE FOR DAMAGE FROM EROSION OR PIPING. PERIODICALLY CHECK THE DEPTH OF THE SPILLWAY TO ENSURE IT IS A MINIMUM OF 1.5 FEET BELOW THE LOW POINT OF THE EMBANKMENT. IMMEDIATELY FILL ANY SETTLEMENT OF THE EMBANKMENT TO SLIGHTLY ABOVE DESIGN GRADE. **ANY RIPRAP DISPLACED FROM THE SPILLWAY MUST BE REPLACED IMMEDIATELY.**

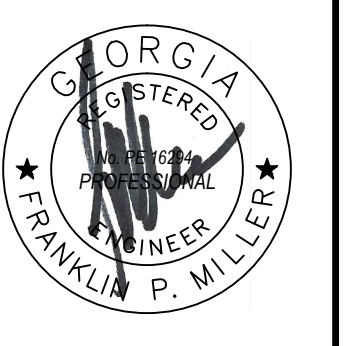
ENGINEERING DIVISION
HALL COUNTY DEPARTMENT
OF PUBLIC WORKS
P.O. DRAWER 1435
GAINESVILLE, GA 30503
Phone: 770-531-6800 Fax: 770-531-3945



GENERAL NOTES
McEVER ROAD & LIGHTS FERRY ROAD
ROUNDABOUT IMPROVEMENT
HALL COUNTY, GEORGIA

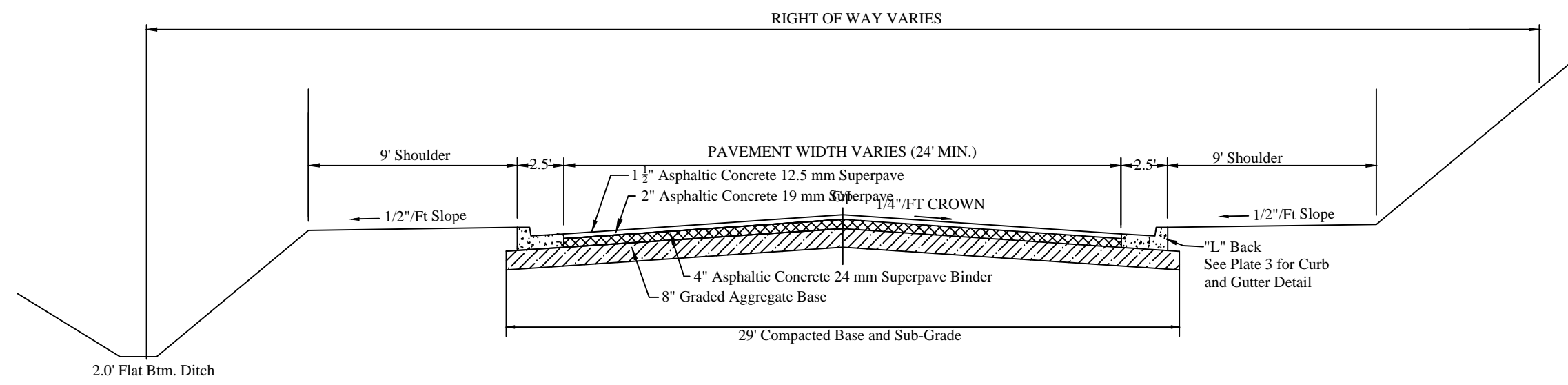
NO.	REVISION	DATE
1.	Issued for Construction	12/1/22
2.	Added Sheet	6/15/23

DRAWN BY: F. MILLER
CHECKED BY:
DATE:



LEVEL II E&S CERT. # 13711
EXP. DATE 07-19-2024

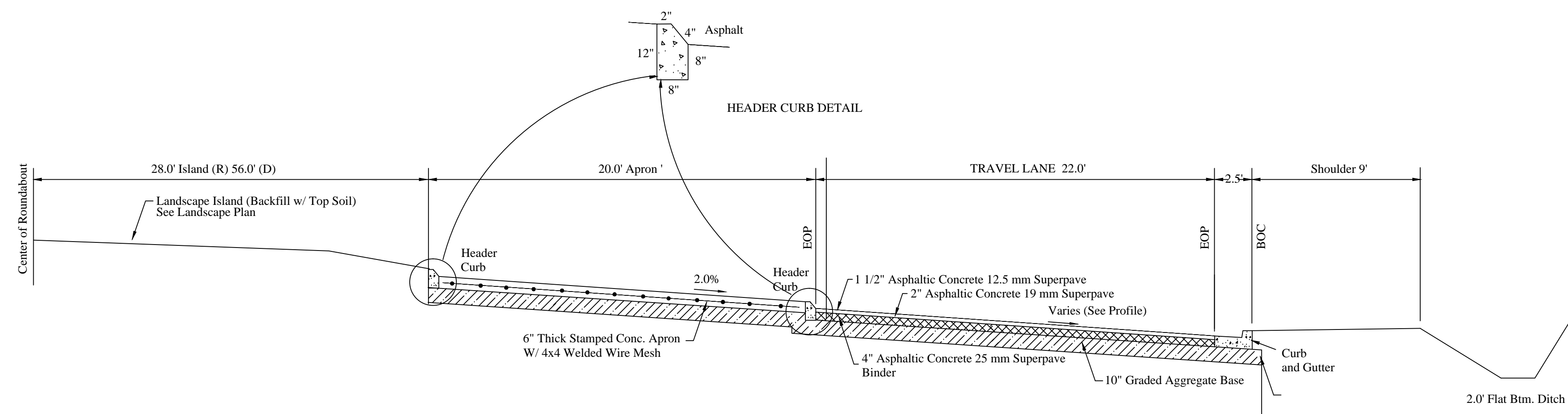
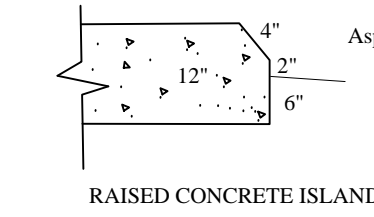
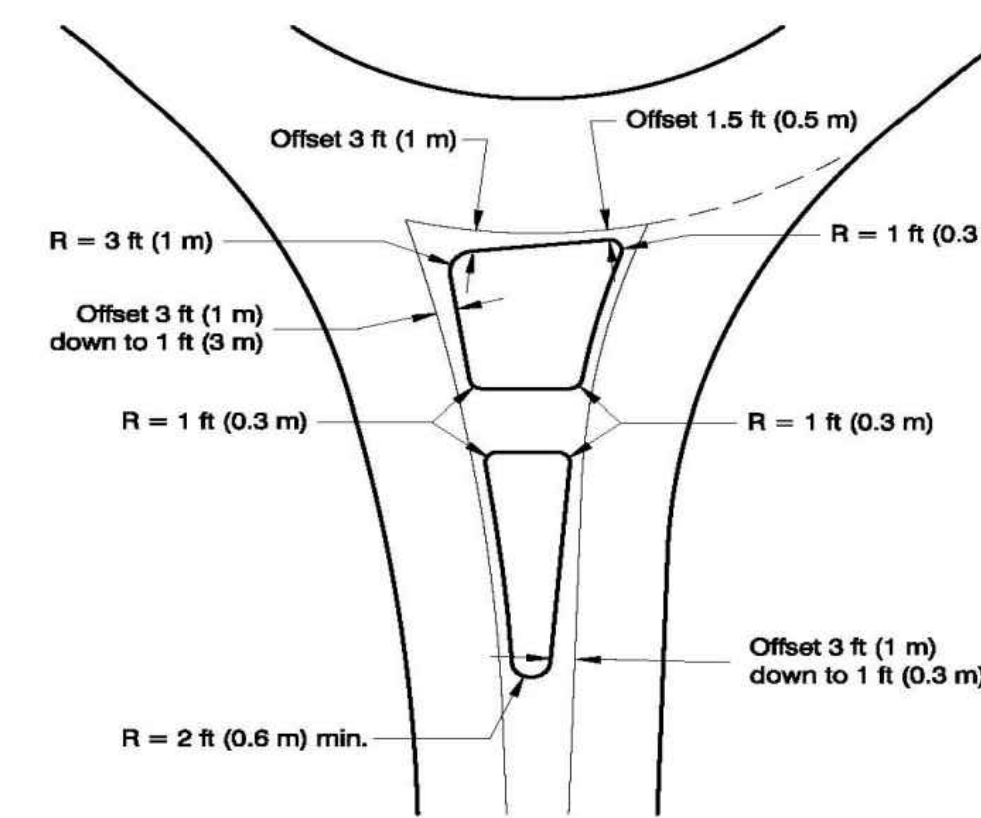




- NOTES:
1. Maximum Cut or Fill Slope is 2H:1V
 2. Subgrade Compaction Minimum 98% Standard Proctor.
 3. Clearing Required to Top or Toe of Slope
Trees within one foot of fill or less may remain. See Section 16.70.170 for details
 4. Prime Between GAB and Asphalt Binder
 5. Tack Between all other layers.

NOT TO SCALE

TYPICAL SECTION (FULL SECTION)
McEVER ROAD
LIGHTS FERRYROAD



NOT TO SCALE

TYPICAL SECTION
ROUNDABOUT

NOTES:

- All concrete shall be 4000 PSI.
- All sub-base shall be compacted to 98% Standard Proctor.
- Mill asphalt at all ties, inlay for smooth transition.



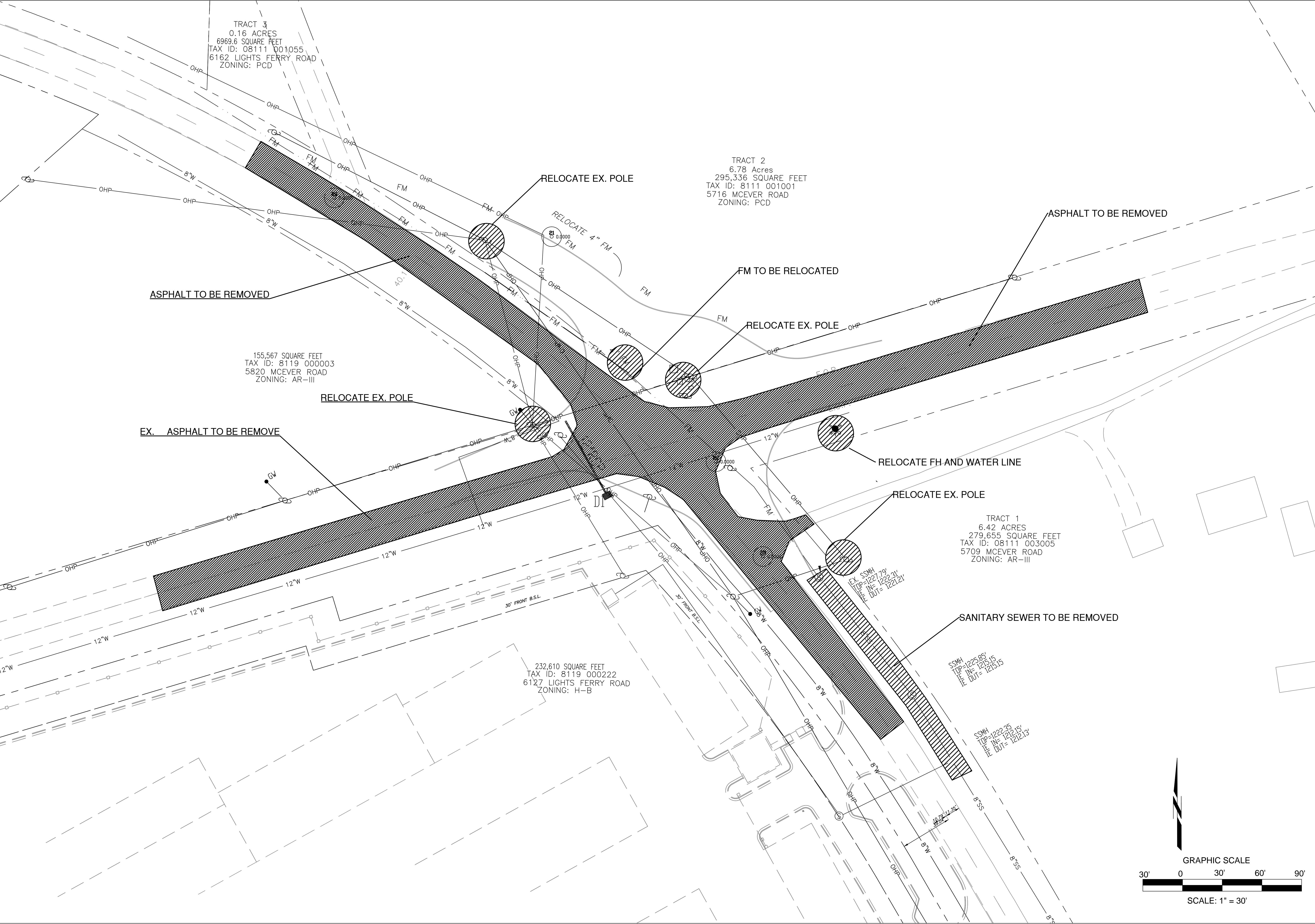
TYPICAL SECTIONS
McEVER ROAD & LIGHTS FERRY ROAD
ROUNDABOUT IMPROVEMENTS
HALL COUNTY, GEORGIA

NO.	REVISION	DATE
1.	Issued for Construction	12/1/22
2.	Revised Island	6/15/23

DRAWN BY: F. MILLER
CHECKED BY: BN
DATE: 5/3/21



LEVEL II E&S CERT. # 13711
EXP. DATE 07-19-2024



TRACT 3
0.16 ACRES
6969.6 SQUARE FEET
TAX ID: 08111 001055
6162 LIGHTS FERRY ROAD
ZONING: PCD

TRACT 2
6.78 ACRES
295,336 SQUARE FEET
TAX ID: 8111 001001
5716 MCEVER ROAD
ZONING: PCD

155,567 SQUARE FEET
TAX ID: 8119 000003
5820 MCEVER ROAD
ZONING: AR-III

232,610 SQUARE FEET
TAX ID: 8119 000222
6127 LIGHTS FERRY ROAD
ZONING: H-B

TRACT 1
6.42 ACRES
279,655 SQUARE FEET
TAX ID: 08111 003005
5709 MCEVER ROAD
ZONING: AR-III

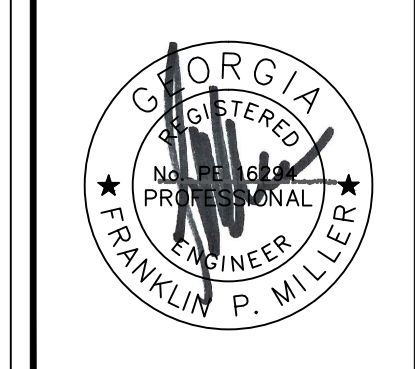
ENGINEERING DIVISION
HALL COUNTY DEPARTMENT
OF PUBLIC WORKS
P. O. DRAWER 1435
GAINESVILLE, GA 30503
Phone: 770-531-8800



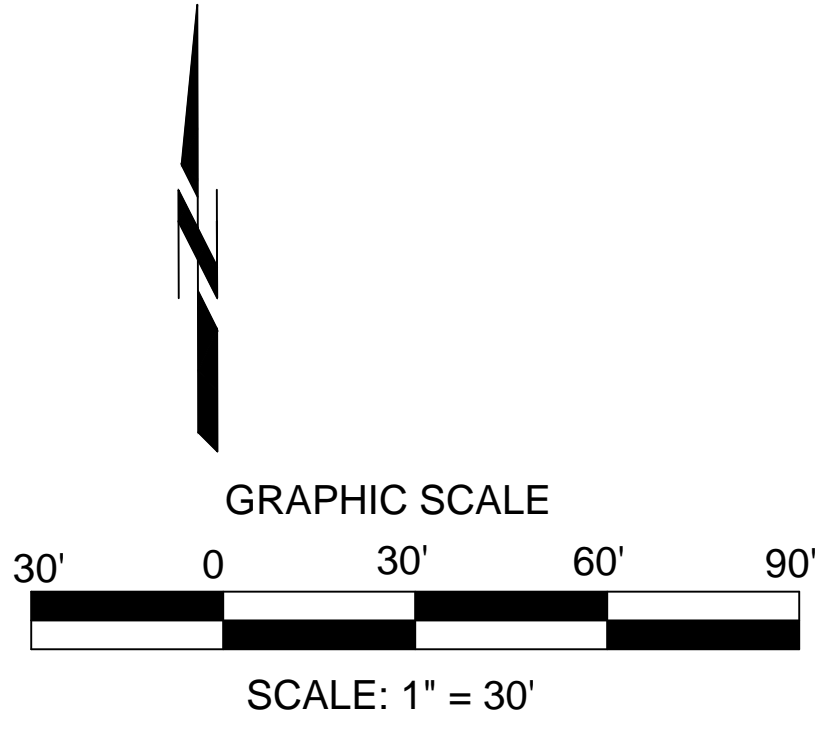
DEMOLITION PLAN
MCEVER ROAD & LIGHTS FERRY ROAD
ROUNDABOUT IMPROVEMENTS
HALL COUNTY, GEORGIA

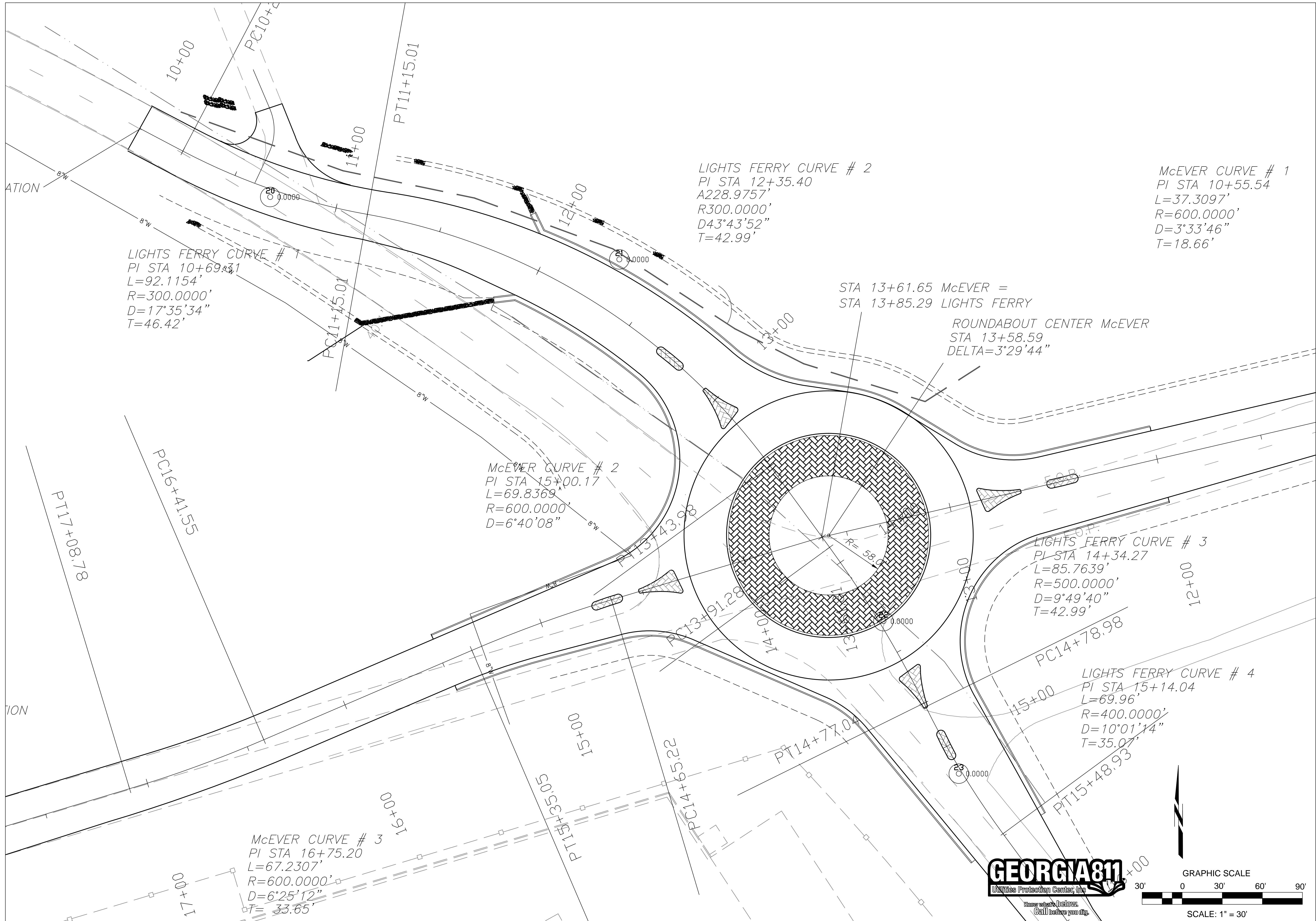
NO.	REVISION	DATE
1.	Issued for Construction	12/1/22
2.	Added Sheet	6/14/23

DRAWN BY: F. MILLER
CHECKED BY:
DATE:



LEVEL II E&S CERT. # 13711
EXP. DATE 07-19-2021





LIGHTS FERRY CURVE # 1
 PI STA 10+69.831
 L=92.1154'
 R=300.0000'
 D=17°35'34"
 T=46.42'

LIGHTS FERRY CURVE # 2
 PI STA 12+35.40
 A228.9757'
 R300.0000'
 D43°43'52"
 T=42.99'

McEVER CURVE # 1
 PI STA 10+55.54
 L=37.3097'
 R=600.0000'
 D=3°33'46"
 T=18.66'

STA 13+61.65 McEVER =
 STA 13+85.29 LIGHTS FERRY

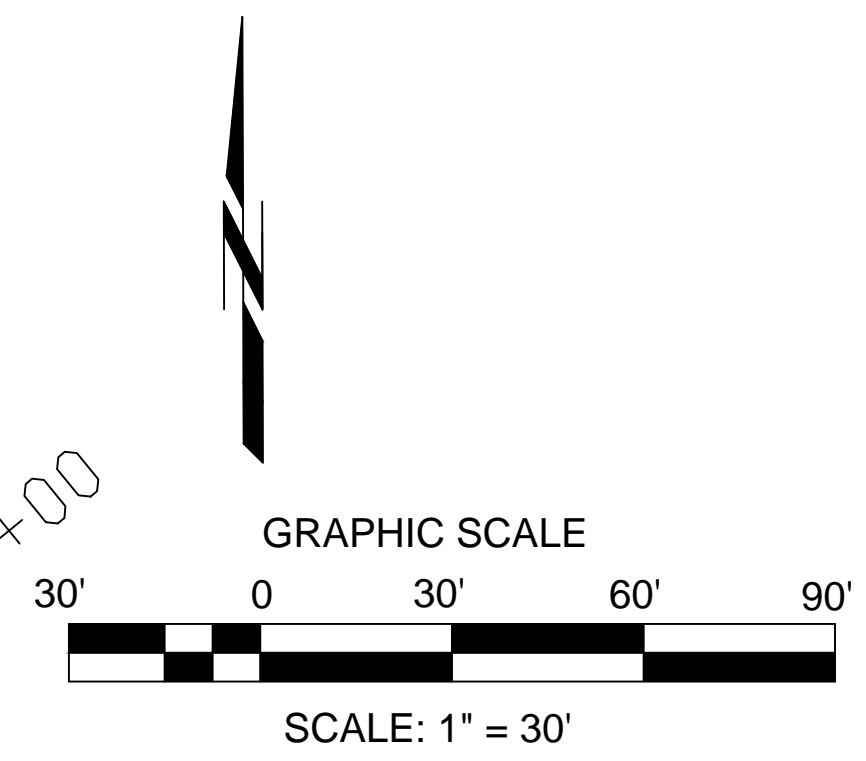
ROUNDAABOUT CENTER McEVER
 STA 13+58.59
 DELTA=3°29'44"

McEVER CURVE # 2
 PI STA 15+00.17
 L=69.8369'
 R=600.0000'
 D=6°40'08"

LIGHTS FERRY CURVE # 3
 PI STA 14+34.27
 L=85.7639'
 R=500.0000'
 D=9°49'40"
 T=42.99'

LIGHTS FERRY CURVE # 4
 PI STA 15+14.04
 L=69.96'
 R=400.0000'
 D=10°01'14"
 T=35.07'

McEVER CURVE # 3
 PI STA 16+75.20
 L=67.2307'
 R=600.0000'
 D=6°25'12"
 T=33.65'



ENGINEERING DIVISION
 HALL COUNTY DEPARTMENT
 OF PUBLIC WORKS
 P.O. DRAWER 1435
 GAINESVILLE, GA 30603
 Phone: 770-531-6800 Fax: 770-531-3945



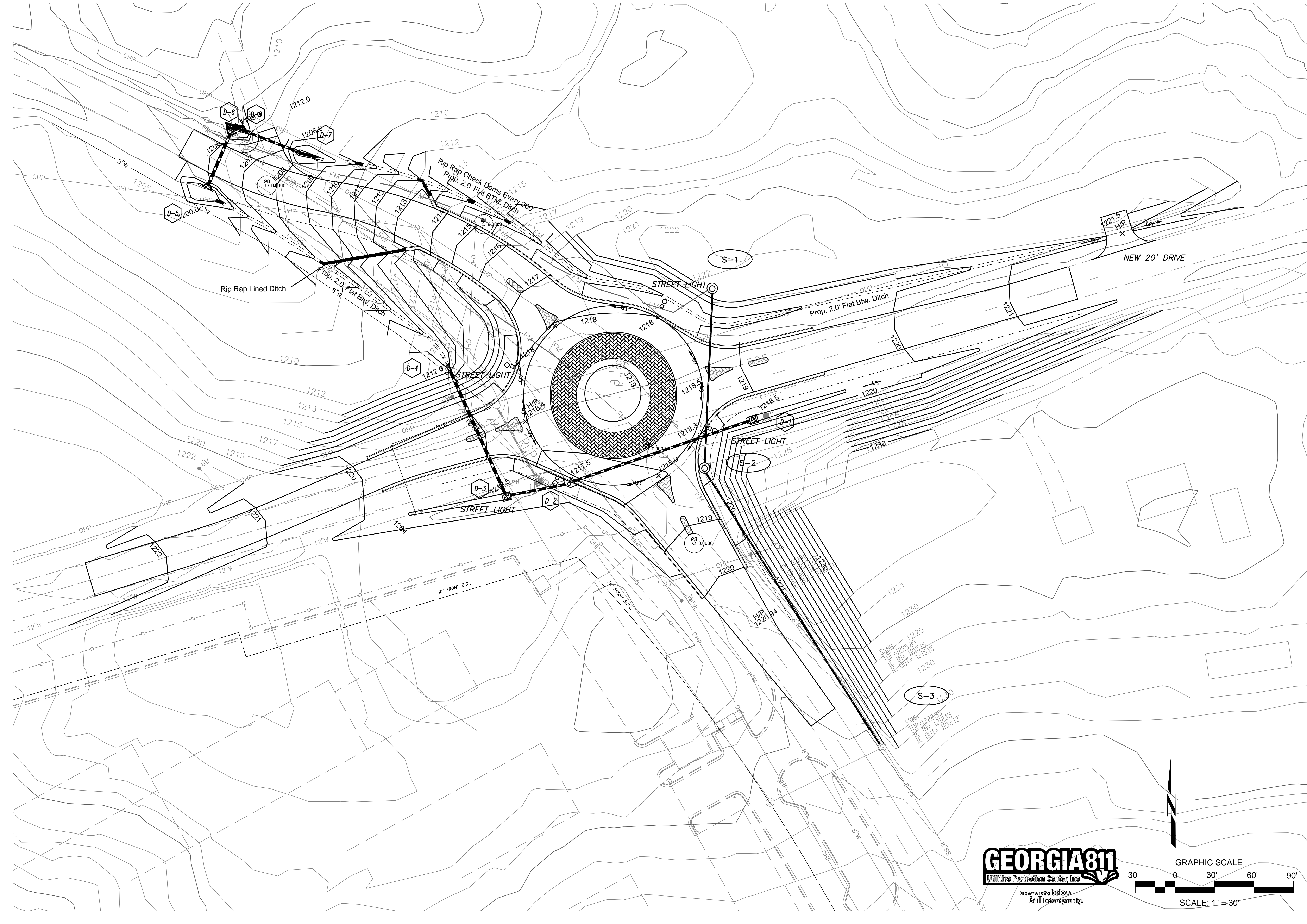
CONSTRUCTION STAKING PLAN
 McEVER ROAD & LIGHTS FERRY ROAD
 INTERSECTION IMPROVEMENTS
 HALL COUNTY

NO.	REVISION	DATE
1.	Issued for Construction	12/1/22

DRAWN BY: F. MILLER
 CHECKED BY:
 DATE:



LEVEL II E&S CERT. # 13711
 EXP. DATE 07-19-2021



ENGINEERING DIVISION
 HALL COUNTY DEPARTMENT
 OF PUBLIC WORKS
 P.O. DRAWER 1435
 GAINESVILLE, GA 30503
 Phone: 770-531-6800 Fax: 770-531-3945



GRADING AND DRAINAGE PLAN
 McEVER ROAD & LIGHTS FERRY ROAD
 INTERSECTION IMPROVEMENTS
 HALL COUNTY

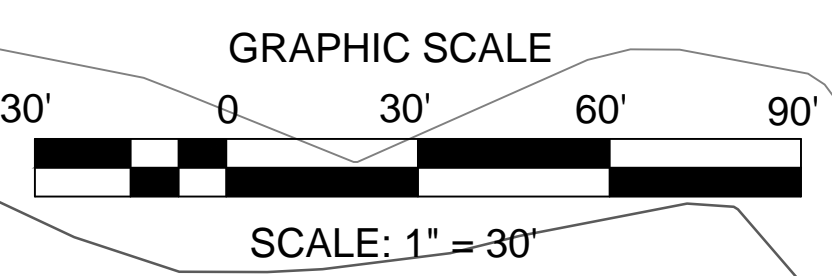
NO.	REVISION	DATE
1.	Issued for Construction	12/1/22
2.	Added Sheet	6/15/23

DRAWN BY: F. MILLER
 CHECKED BY: BN
 DATE:



LEVEL II E&S CERT. # 13711
 EXP. DATE 07-19-2021

C-6

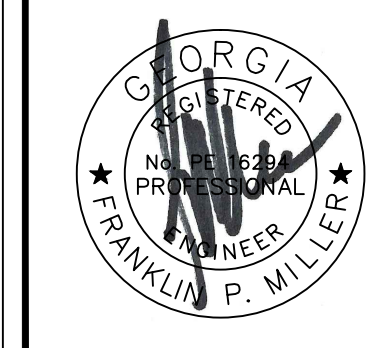




RIGHT OF WAY PLAN
McEVER ROAD & LIGHTS FERRY ROAD
ROUNDOABOUT IMPROVEMENTS
HALL COUNTY, GEORGIA

NO.	REVISION	DATE
1.	Issued for Construction	12/1/22
2.	Added Sheet	6/15/23

DRAWN BY: F. MILLER
CHECKED BY:
DATE:



LEVEL II E&S CERT. # 13711
EXP. DATE 07-19-2021

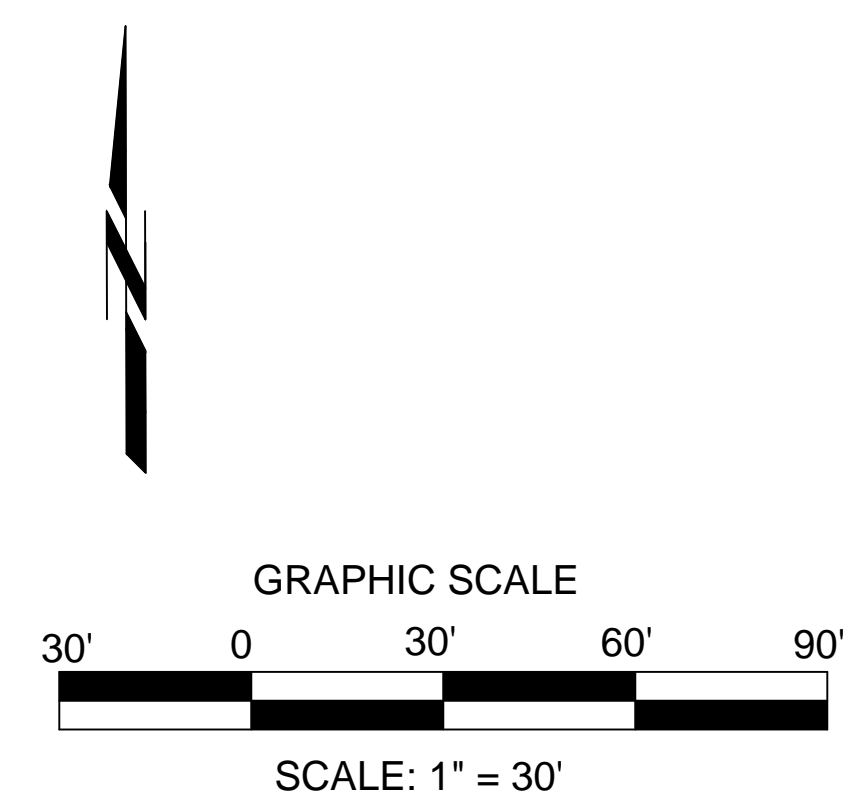
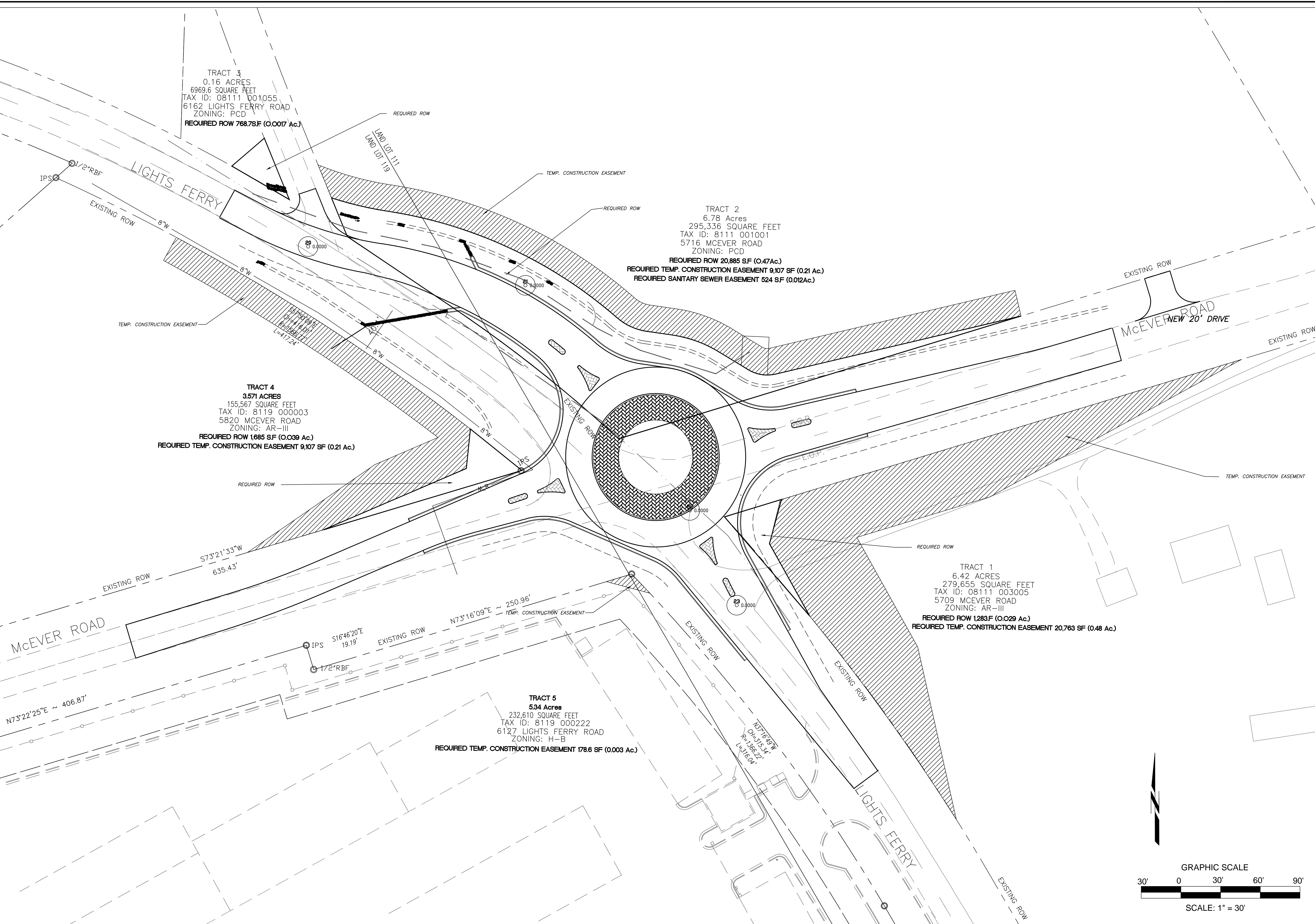
TRACT 3
0.16 ACRES
6969.6 SQUARE FEET
TAX ID: 08111 001055
6162 LIGHTS FERRY ROAD
ZONING: PCD
REQUIRED ROW 768.75 SF (0.0017 Ac.)

TRACT 2
6.78 Acres
295,336 SQUARE FEET
TAX ID: 8111 001001
5716 MCEVER ROAD
ZONING: PCD
REQUIRED ROW 20,885 SF (0.47Ac.)
REQUIRED TEMP. CONSTRUCTION EASEMENT 9,107 SF (0.21 Ac.)
REQUIRED SANITARY SEWER EASEMENT 524 SF (0.012Ac.)

TRACT 4
3.571 ACRES
155,567 SQUARE FEET
TAX ID: 8119 000003
5820 MCEVER ROAD
ZONING: AR-III
REQUIRED ROW 1,685 SF (0.039 Ac.)
REQUIRED TEMP. CONSTRUCTION EASEMENT 9,107 SF (0.21 Ac.)

TRACT 1
6.42 ACRES
279,655 SQUARE FEET
TAX ID: 08111 003005
5709 MCEVER ROAD
ZONING: AR-III
REQUIRED ROW 1,283 SF (0.029 Ac.)
REQUIRED TEMP. CONSTRUCTION EASEMENT 20,763 SF (0.48 Ac.)

TRACT 5
534 Acres
232,610 SQUARE FEET
TAX ID: 8119 000222
6127 LIGHTS FERRY ROAD
ZONING: H-B
REQUIRED TEMP. CONSTRUCTION EASEMENT 178.6 SF (0.003 Ac.)





TRACT 3
0.16 ACRES
6969.6 SQUARE FEET
TAX ID: 08111 001055
6162 LIGHTS FERRY ROAD
ZONING: PCD

TRACT 2
6.78 Acres
295,336 SQUARE FEET
TAX ID: 8111 001001
5716 MCEVER ROAD
ZONING: PCD

155,567 SQUARE FEET
TAX ID: 8119 000003
5820 MCEVER ROAD
ZONING: AR-III

TRACT 1
6.42 ACRES
279,655 SQUARE FEET
TAX ID: 08111 003005
5709 MCEVER ROAD
ZONING: AR-III

232,610 SQUARE FEET
TAX ID: 8119 000222
6127 LIGHTS FERRY ROAD
ZONING: H-B

ENGINEERING DIVISION
HALL COUNTY DEPARTMENT
OF PUBLIC WORKS
P. O. DRAWER 1435
GAINESVILLE, GA 30503
Phone: 770-531-6800



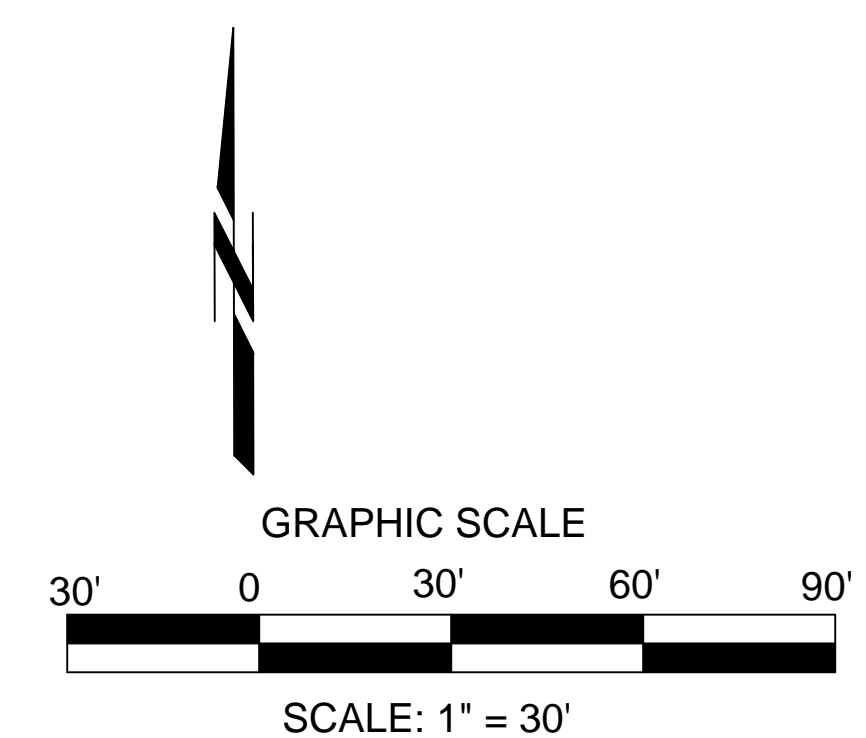
UTILITY PLAN
MCEVER ROAD & LIGHTS FERRY ROAD
ROUNDABOUT IMPROVEMENTS
HALL COUNTY, GEORGIA

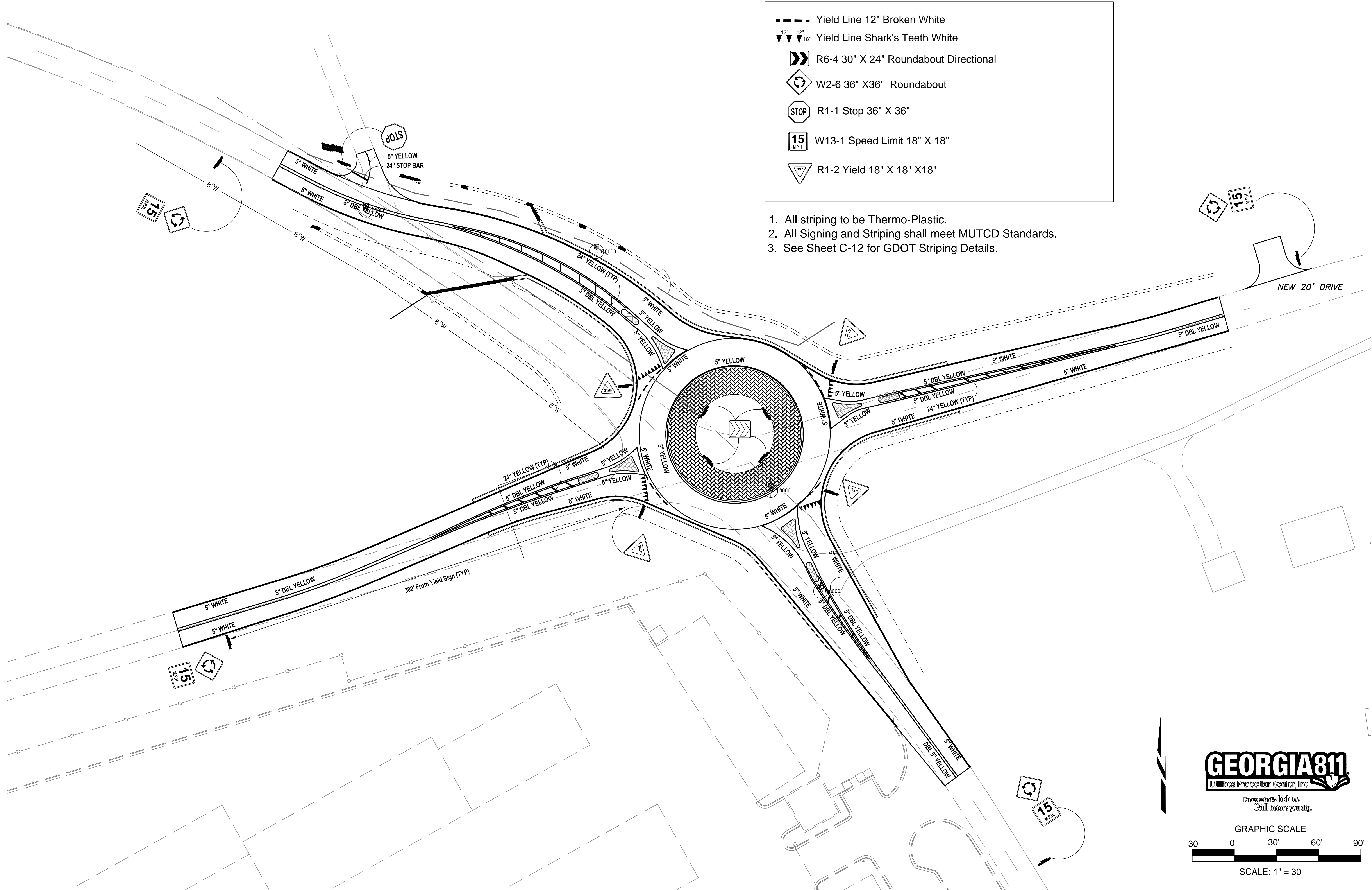
NO.	REVISION	DATE
1.	Issued for Construction	12/1/22
2.	Added Sheet	6/15/23

DRAWN BY: F. MILLER
CHECKED BY:
DATE:



LEVEL II E&S CERT. # 13711
EXP. DATE 07-19-2021





- Yield Line 12" Broken White
- Yield Line Shark's Teeth White
- R6-4 30" X 24" Roundabout Directional
- W2-6 36" X36" Roundabout
- R1-1 Stop 36" X 36"
- W13-1 Speed Limit 18" X 18"
- R1-2 Yield 18" X 18" X18"

1. All striping to be Thermo-Plastic.
2. All Signing and Striping shall meet MUTCD Standards.
3. See Sheet C-12 for GDOT Striping Details.



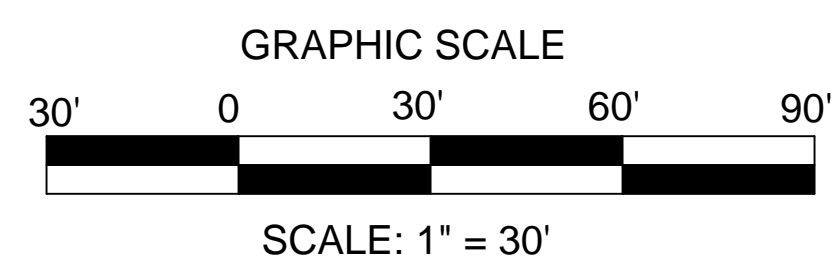
SIGNING AND STRIPING PLAN
MCNEVER ROAD & LIGHTS FERRY ROAD
ROUNDABOUT IMPROVEMENTS
HALL COUNTY, GEORGIA

NO.	REVISION	DATE
1.	Issued for Construction	12/1/22
1.	Added Sheet	6/15/23

DRAWN BY: F. MILLER
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LEVEL II EAS CERT. # 13711
EXP. DATE 07-19-2021





PROFILES
 MCEVER AND LIGHTS FERRY ROAD
 ROUNDABOUT IMPROVEMENTS
 HALL COUNTY, GEORGIA

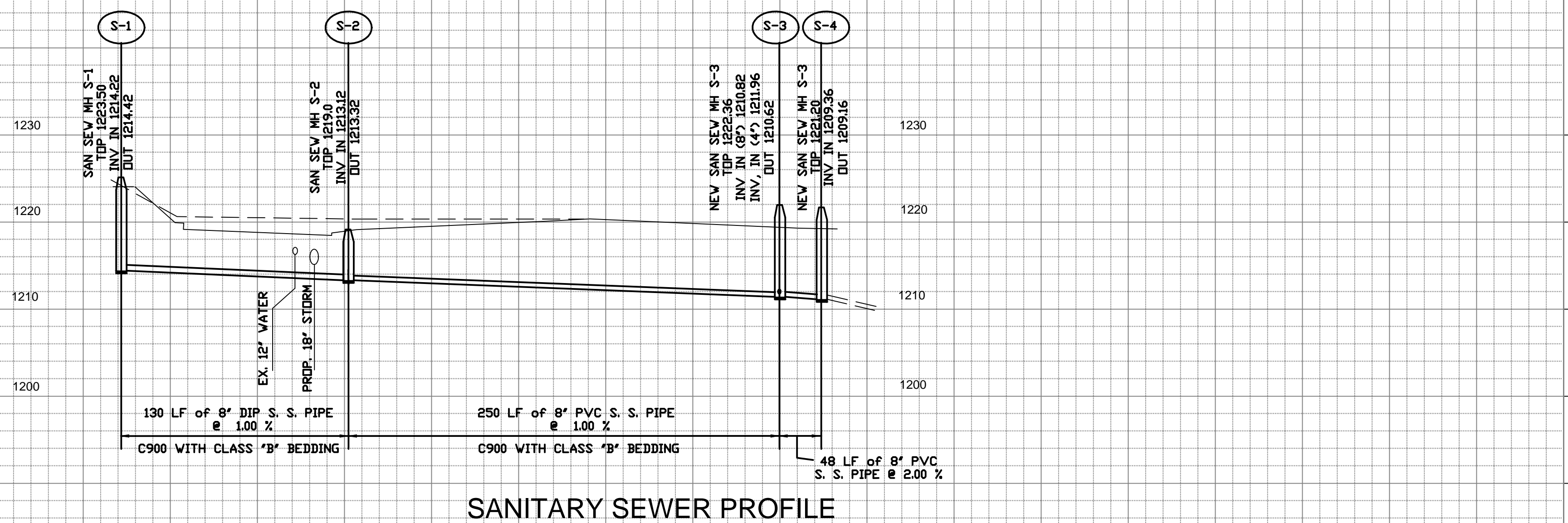
NO.	REVISION	DATE
1.	Issued for Construction	12/11/22
2.	Added Sheet	6/15/23

DRAWN BY: F. MILLER
 CHECKED BY: BN
 DATE:

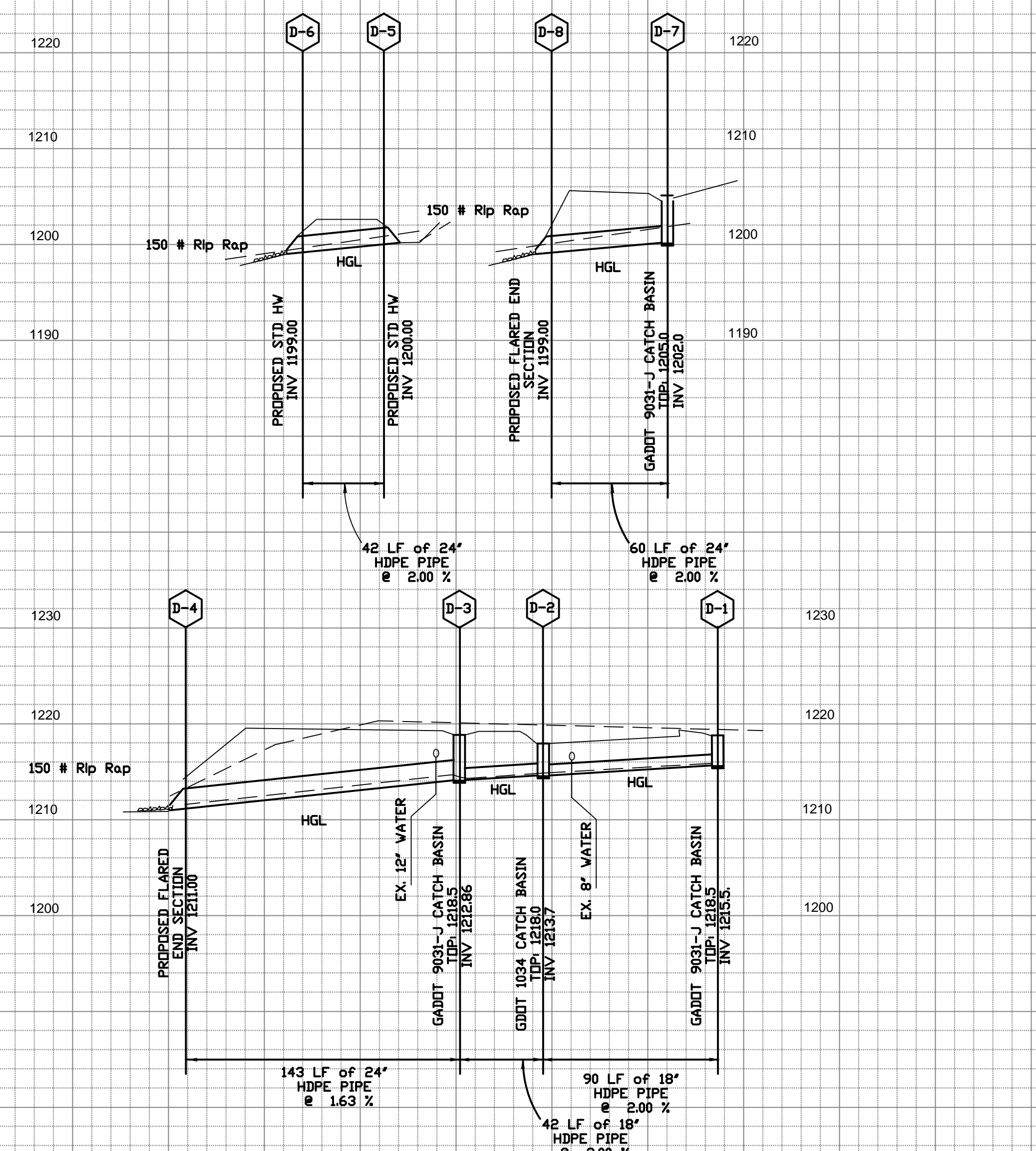


LEVEL II E&S CERT. # 13711
 EXP. DATE 07-19-2024

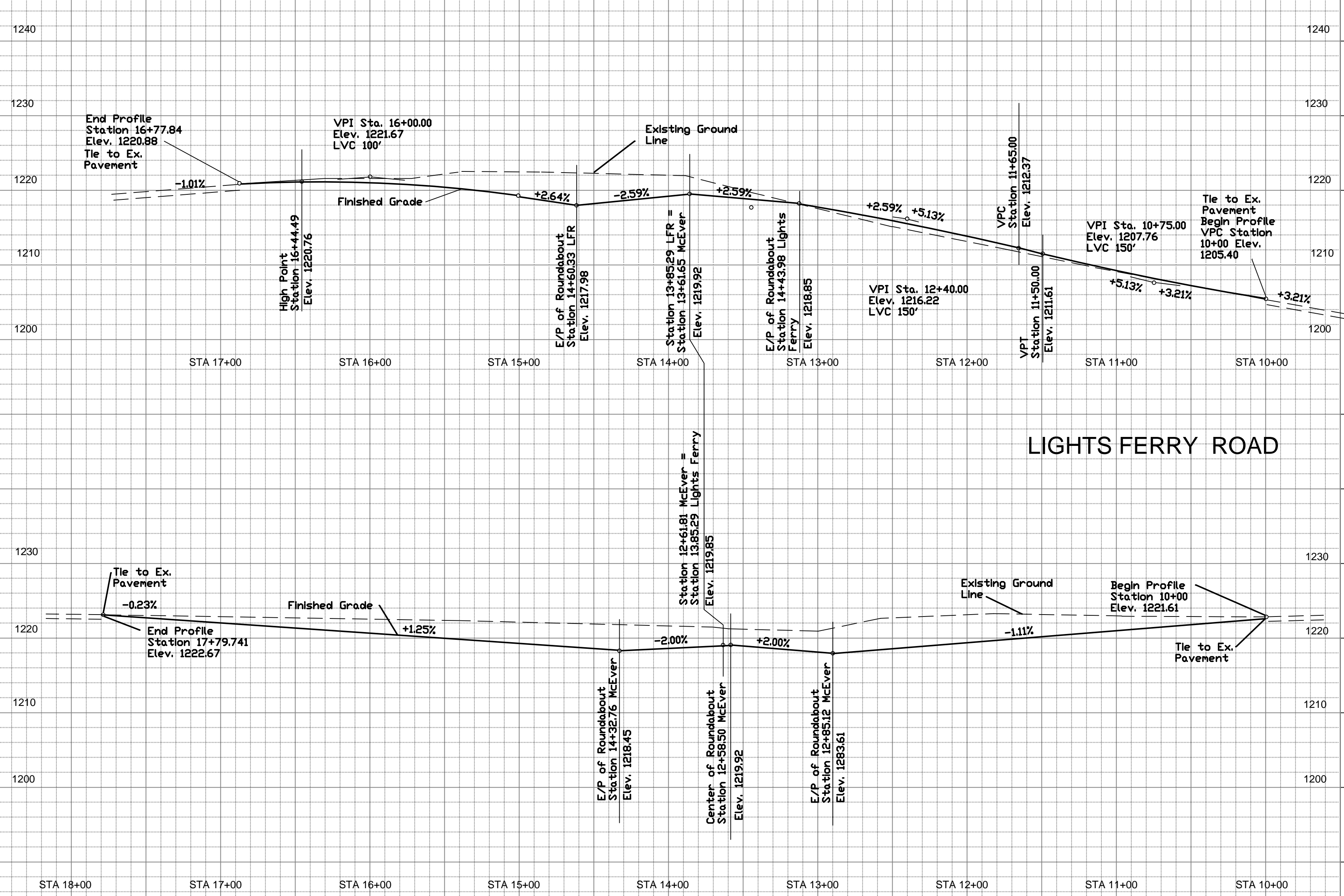
HALL COUNTY ENGINEERING PIPE CHART																			
Project:		McEver Road and Lights Ferry Road Roundabout																	
UP STREAM STR	Structure Type	Pipe Size (in.)	Pipe Material	Length (ft)	Invert Elev. In (ft)	Invert Elev. Out (ft)	Roughness Coeff.	Design Frequency (yr)	Tc (Min)	Runoff Coeff.	Intensity (in/hr)	Area (ac)	Inlet Flow (cfs)	Pipe Flow (cfs)	Slope (%)	Flow Depth (in)	Vel. (fps)	Capacity (cfs)	Outlet Spread (ft)
D-1	9031-J	18	HDPE	90	1215.5	1215.50	0.012	25	5	0.6	6.0	0.21	0.76	0.76	0.02	0.8	9.13	16.1	N/A
D-2	1034-D	24	HDPE	42.00	1213.7	1213.70	0.012	25	5	0.6	6.0	0.71	2.56	3.31	0.02	5.50	11.06	34.8	<1.0
D-3	9031-J	24	HDPE	143.00	1212.9	1212.86	0.012	25	5	0.6	6.0	0.84	3.02	6.34	0.02	8.00	10.35	22.2	N/A
D-4	FES					1211.00									0.013				
D-5	HW	24	HDPE	42.00	1200.00		0.012	25	5	0.6	6.0	0.39	1.40	1.40	0.02	3.50	6.54	20.50	N/A
D-6	HW					1199.00													
D-7	9031-J	18	HDPE	60.00	1200.00		0.012	25	5	0.6	6.0	1.07	3.85	3.85	0.02	5.20	6.54	20.50	N/A
D-8	FES					1199.00													



SANITARY SEWER PROFILE



STORM DRAIN PROFILE



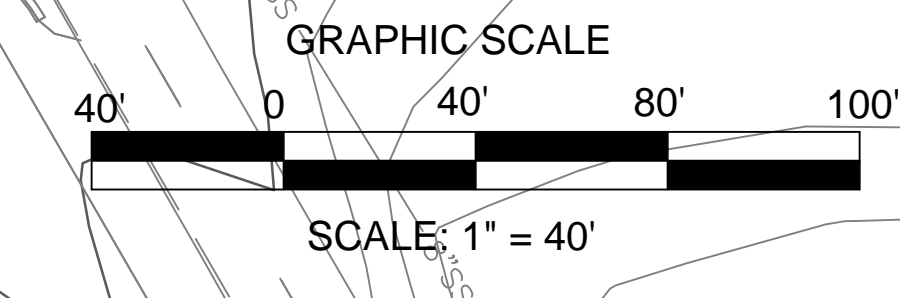
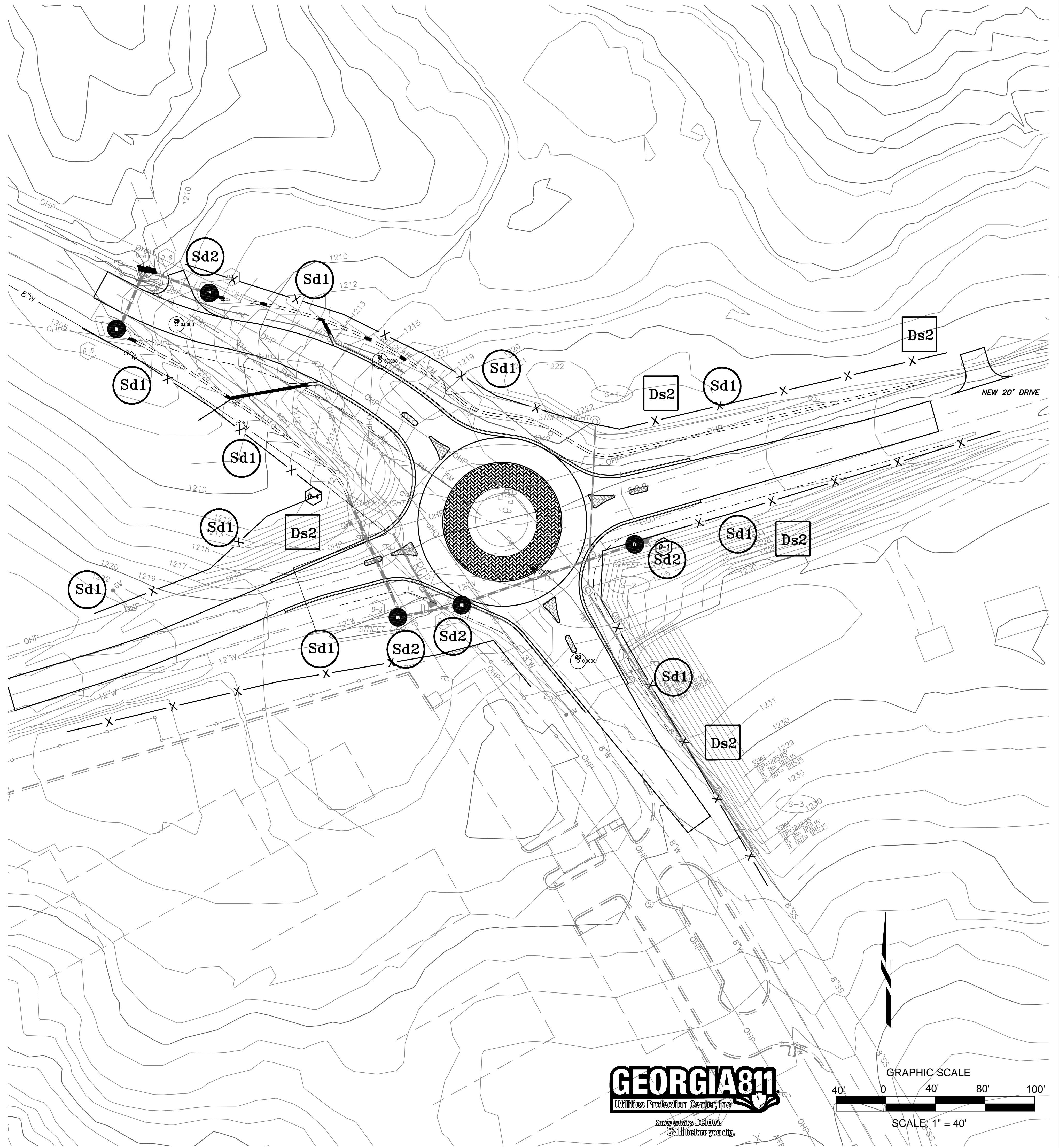
LIGHTS FERRY ROAD

McEVER ROAD

HORIZ. SCALE: 1"=50'
 VERT. SCALE: 1"=10'

EROSION CONTROL NOTES

- OWNER: HALL COUNTY BOARD OF COMMISSIONERS
2875 BROWNS BRIDGE ROAD
GAINESVILLE, GA. 30504
(770) 531-6800
- EMERGENCY 24-HOUR CONTACT: FRANKLIN P. MILLER, P.E.
(770) 531-6800
- PROJECT DESCRIPTION: THE LAND DISTURBING ACTIVITY CONSIST OF EXPANDING AN EXISTING ROADWAY TO PROVIDE FOR A SINGLE LANE ROUNDABOUT AT HOG MOUNTAIN ROAD AND CASH ROAD. THE TOTAL AFFECTED AREA IS 7.48 ACRES. TOTAL NEW CLEARING AREA= 0.24 ACRES. THE TOTAL AMOUNT OF EARTHWORK IS 2,800 CY WITH 2,800 CY IN FILL. THE PROJECT WILL BE AN ASPHALT OVERLAY AND THE CONSTRUCTION OF A ROUNDABOUT.
- EXISTING SITE CONDITIONS: THE TOPOGRAPHY IS FLAT WITH NO TREES OR GRASSY AREAS. THE CURRENT SITE IS AN EXISTING ROADWAY. THE AREA DRAINS FROM EAST TO WEST.
- ADJACENT AREAS: NORTH: McEVER ROAD
SOUTH: McEVER ROAD
EAST: LIGHTS FERRY ROAD
WEST: LIGHTS FERRY ROAD
- CRITICAL AREAS: NO CUT OF FILL SLOPES STEEPER THAN 2:1 ARE ALLOWED. CARE SHALL BE TAKEN TO PROTECT STREAMS AND EXISTING AREAS FROM SEDIMENT INFILTRATION. SPECIAL ATTENTION WILL BE GIVEN TO FILLS OVER 5' IN HEIGHT.
- EROSION CONTROL MEASURES SHOWN ON THE DRAWINGS ARE MINIMUM REQUIREMENTS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE EMPLOYED BY THE CONTRACTOR WHERE DETERMINED NECESSARY BY LOCAL AUTHORITIES OR THE ENGINEER BASED UPON ACTUAL SITE CONDITIONS.
- EROSION CONTROL MEASURES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE DRAWINGS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE DRAINAGE PATTERNS SHOWN ON THE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION.
- PROVISIONS TO PREVENT EROSION OF SOIL FROM SITE SHALL BE, AS A MINIMUM, IN CONFORMANCE WITH THE LATEST REVISION OF THE "MANUAL FOR EROSION AND SEDIMENTATION CONTROL IN GEORGIA."
- FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED.
- IF FINES OR PENALTIES ARE LEVIED AGAINST THE PROPERTY OR THE PROPERTY OWNER BECAUSE OF A LACK OF EROSION OR SEDIMENTATION CONTROL, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF SUCH FINES OR PENALTIES, OR THE COST OF SUCH FINES OR PENALTIES SHALL BE DEDUCTED FROM THE CONTRACT AMOUNT.
- ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE OR SITE ONTO PUBLIC ROADWAYS OR INTO STORM DRAINS SHALL BE REMOVED BY THE END OF THE DAY.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO DISTURBANCE ACTIVITY SHALL OCCUR OUTSIDE THE LIMITS INDICATED ON THE DRAWINGS.
- CONSTRUCTION ON THE SITE WILL BEGIN WITH INSTALLATION OF EROSION CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSIONS. ALL SEDIMENT CONTROL MEASURES WILL BE MAINTAINED UNTIL ALL UPSTREAM DISTURBED GROUND WITHIN THE CONSTRUCTION AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION AND ALL ROADS/PARKING HAVE BEEN PAVED.
- CONTRACTOR SHALL INSPECT AND REPAIR EROSION CONTROL MEASURES DAILY AND BEFORE AND AFTER EACH ANTICIPATED RAINFALL.
- THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT FROM SEDIMENT BARRIERS AND CHECK DAMS WHICH BECOME SILTED ABOVE ONE-HALF OF THEIR ORIGINAL HEIGHT.
- ALL AREAS TO BE PAVED SHALL BE STABILIZED WITH BASE MATERIAL AS SOON AS PRACTICAL. TEMPORARY OR PERMANENT VEGETATIVE STABILIZATION SHALL BE PROVIDED IMMEDIATELY AFTER REACHING FINAL GRADE FOR ALL AREAS NOT TO BE PAVED.
- PERMANENT VEGETATION SHALL BE PROVIDED NO LATER THAN 7 DAYS AFTER GRADING HAS BEEN COMPLETED.
- TEMPORARY MULCHING SHALL BE PROVIDED TO DISTURBED AREAS NOT TO RECEIVE PERMANENT STABILIZATION WITHIN 14 CALENDAR DAYS OF BEING DISTURBED.
- WHEN ANY CONSTRUCTION BORDERS A DRAINAGE COURSE, THE CONTRACTOR SHALL NOT DEPOSIT ANY BUILDING OR OTHER EXCAVATION SPOIL DIRT, CONSTRUCTION TRASH OR DEBRIS, ECT. IN THE DRAINAGE COURSE OR ASSOCIATED FLOOD PLAIN.
- GRADING EQUIPMENT MUST CROSS FLOWING STREAMS BY THE MEANS OF BRIDGING OR CULVERTS, EXCEPT WHEN SUCH METHODS ARE NOT FEASIBLE. ALL STREAM CROSSINGS WILL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION OF THE "MANUAL FOR EROSION AND SEDIMENTATION CONTROL IN GEORGIA."
- DISCHARGE OF STORM-WATER RUN-OFF FROM DISTURBED AREAS TO A STREAM SHALL BE CONTROLLED TO THE EXTENT THAT TURBIDITY OF THE STREAM DOWNSTREAM FROM THE DISCHARGE SHALL NOT EXCEED 25 NEPHELOMETRIC TURBIDITY UNITS HIGHER THAN THE TURBIDITY LEVEL OF THE RECEIVING STREAM IMMEDIATELY UPSTREAM FROM THE STORM-WATER RUN-OFF DISCHARGE AT THE TIME OF SUCH DISCHARGE.
- DISPOSE OF WASTE SOILS AND CLEARED AND GRUBBED MATERIALS OFF-SITE AT A LOCATION SECURED BY THE CONTRACTOR, AND IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
- ALL FILL SLOPES WILL HAVE SILT FENCES AT THE TOE OF SLOPES.
- ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSPECTED DAILY, AND ANY DEFICIENCIES WILL BE CORRECTED BY THE END OF EACH DAY. ADDITIONAL EROSION CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION BY THE ISSUING AUTHORITY.
- SURFACE ROUGHENING (S_u): ALL CUT AND FILL SLOPES SHALL BE SURFACE ROUGHENED AND VEGETATED WITHIN SEVEN DAYS AFTER GRADING IS COMPLETED.
- THIS SITE DOES CONTAIN STATE WATERS.
- THIS SITE DOES CONTAIN WETLANDS.
- THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES SHALL TAKE PLACE PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING PRACTICES.
- THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS PER PANEL # 13139C0300 E DATED MARCH 21, 2000.
- THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS PER PANEL
- STORM WATER MANAGEMENT
THE EXISTING PERMITTED SITE " APARTMENT PROJECT" HAS PROPOSED STORM WATER MANAGEMNT FACILITIE SPECIFICALLY PERTAINING TO DETENTION. A WATER QUALITY BASIN HAS BEEN PROVIDED ALONH WITH A WATER QUALITY REPORT.



ENGINEERING DIVISION
HALL COUNTY DEPARTMENT
OF PUBLIC WORKS
P.O. DRAWER 1435
GAINESVILLE, GA 30503
Phone: 770-531-6800



EROSION CONTROL PLAN
McEVER ROAD & LIGHTS FERRY ROAD
ROUNDABOUT IMPROVEMENTS
HALL COUNTY, GEORGIA

NO.	REVISION	DATE
1.	Issued for Construction	12/1/22
2.	Added Sheet	6/15/23

DRAWN BY: F. MILLER
CHECKED BY: BN
DATE:



LEVEL II E&S CERT. # 13711
EXP. DATE 07-19-2024

C-11



LANDSCAPE PLAN
 McEVER ROAD & LIGHTS FERRY ROAD
 ROUNDABOUT IMPROVEMENTS
 HALL COUNTY, GEORGIA

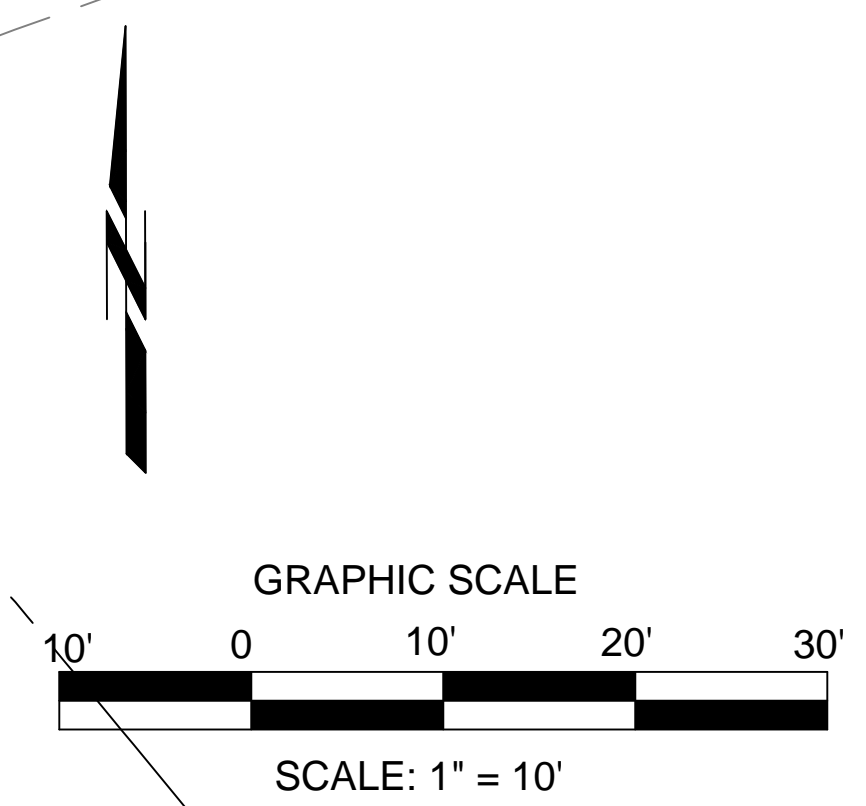
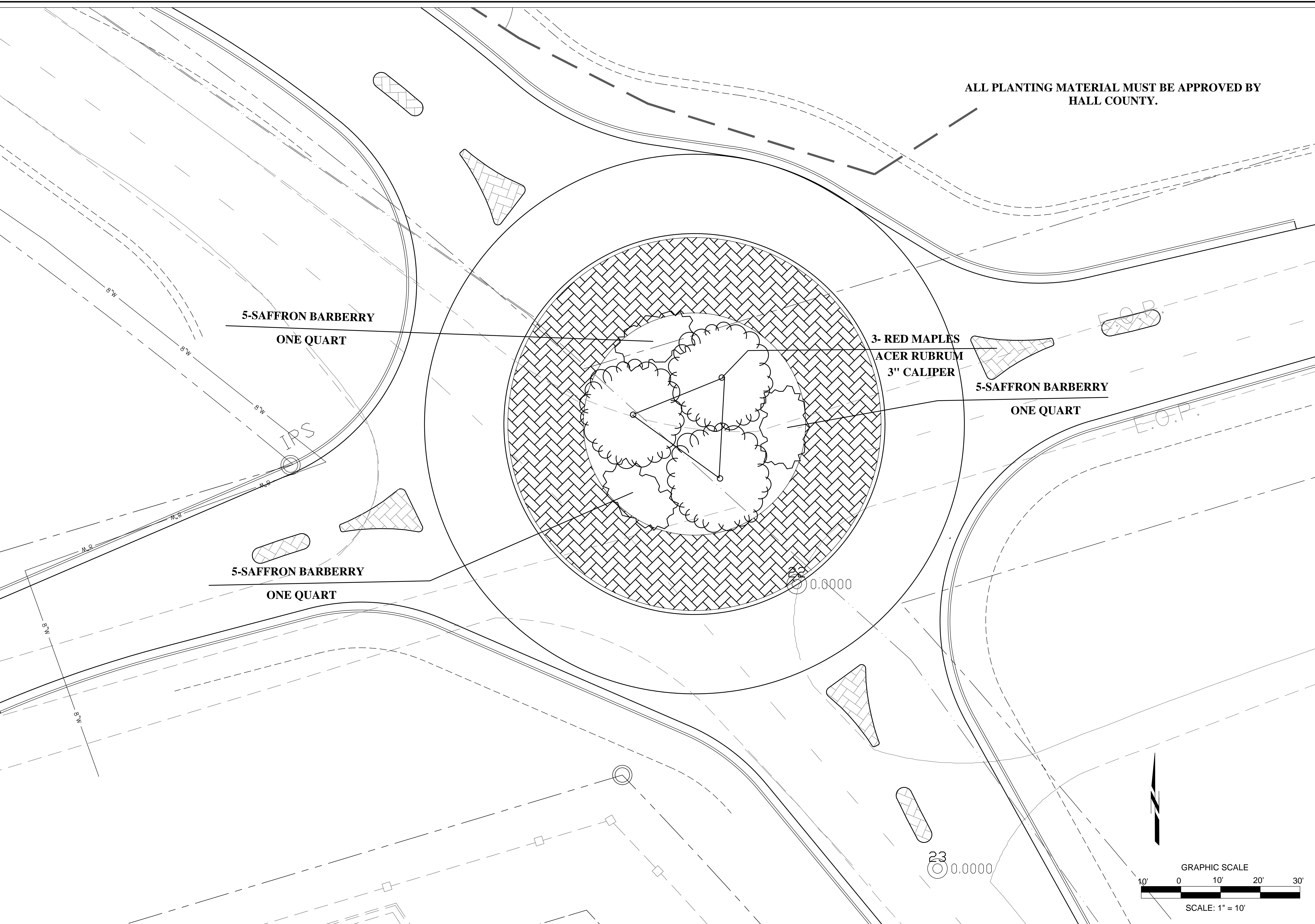
NO.	REVISION	DATE

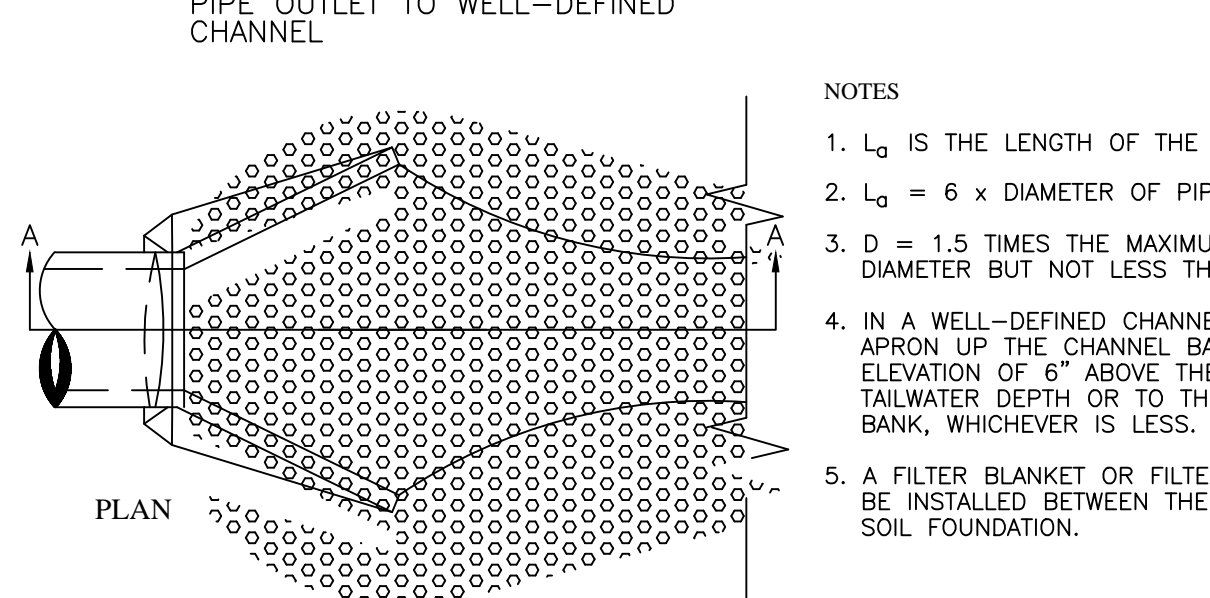
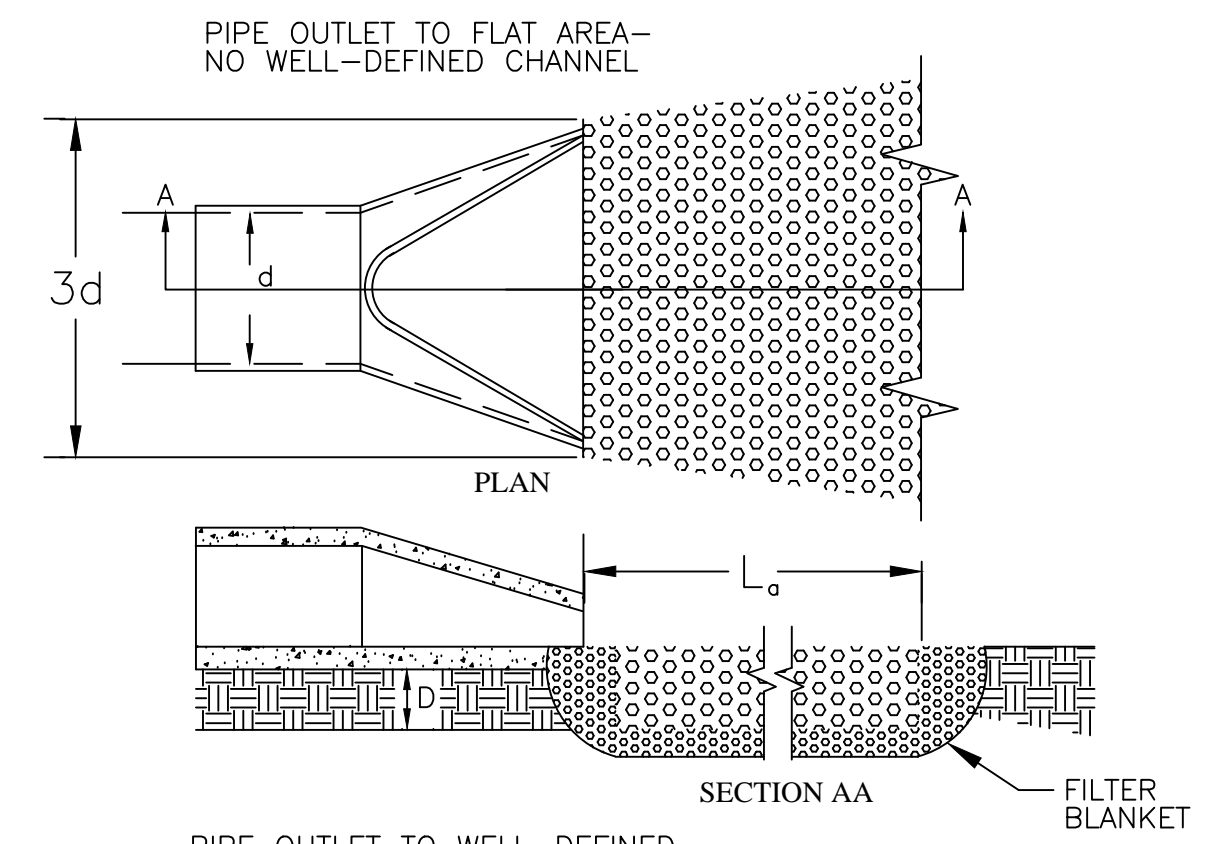
DRAWN BY: F. MILLER
 CHECKED BY:
 DATE:



LEVEL II E&S CERT. # 13711
 EXP. DATE 07-19-2021

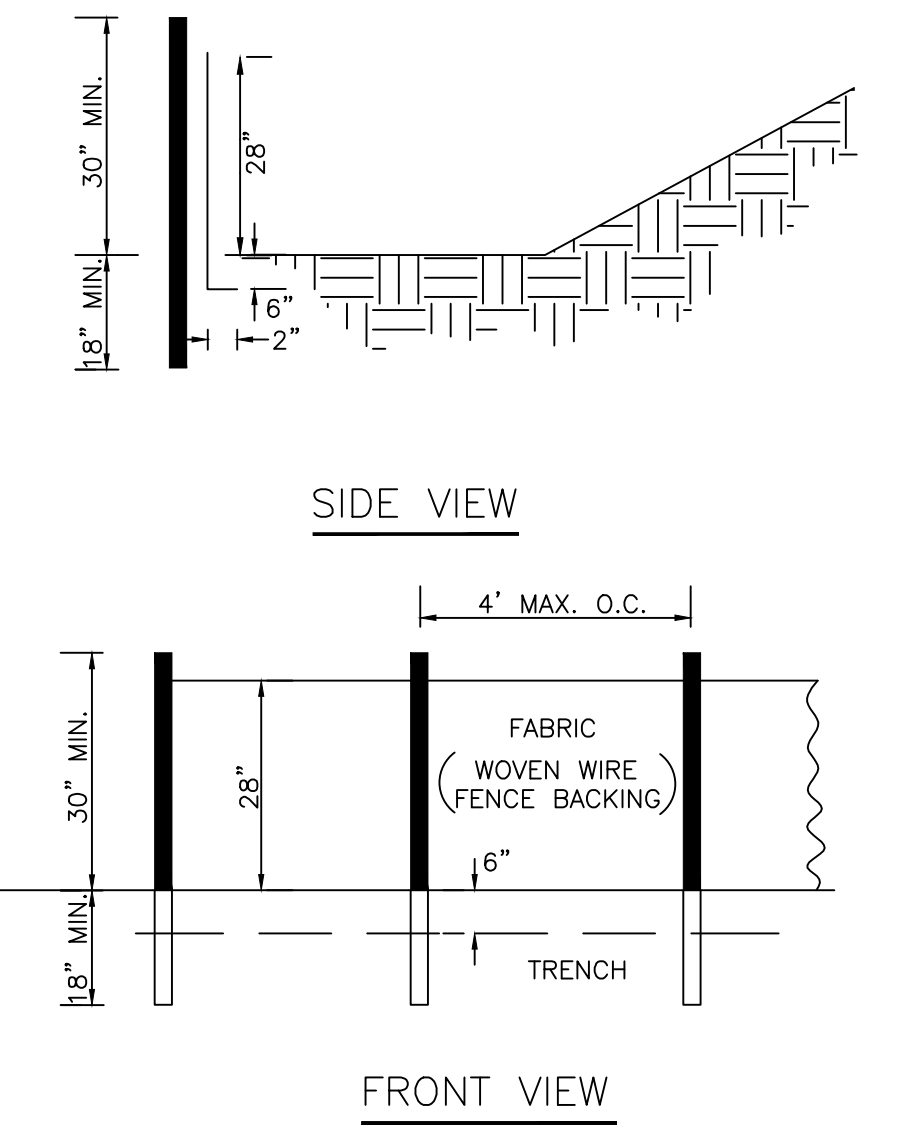
ALL PLANTING MATERIAL MUST BE APPROVED BY
 HALL COUNTY.





- NOTES
1. L_a IS THE LENGTH OF THE RIPRAP APRON.
 2. $L_a = 6 \times$ DIAMETER OF PIPE (IN FEET)
 3. $D = 1.5$ TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6".
 4. IN A WELL-DEFINED CHANNEL EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK, WHICHEVER IS LESS.
 5. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION.

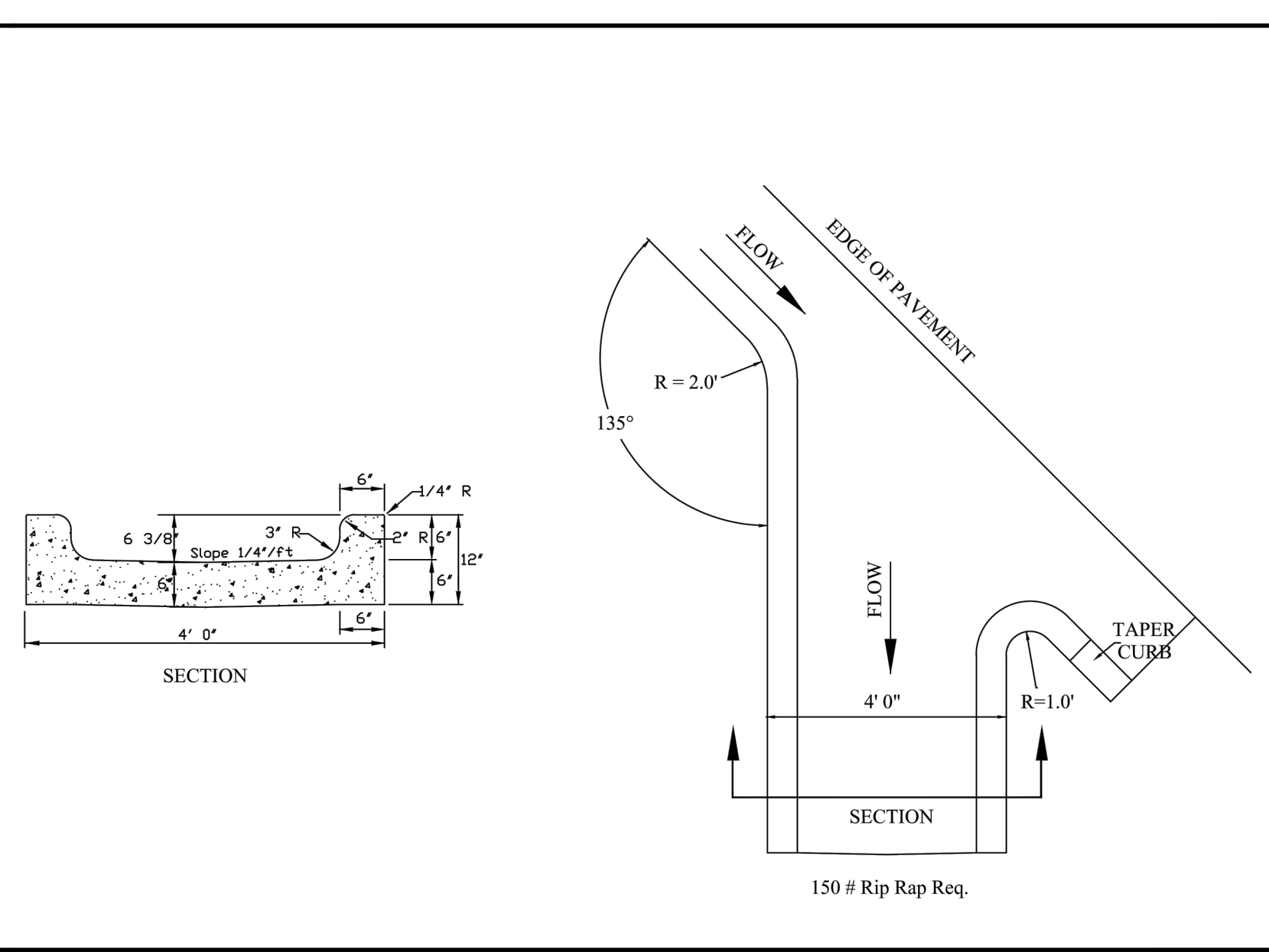
PIPE SIZE		L_a DIMENSIONS	
PIPE SIZE	L_a	PIPE SIZE	L_a
12"	6'	24"	12'
15"	7.5'	30"	15'
18"	9'	36"	18'
		48"	24'
		60"	30'
		72"	36'
		84"	42'



NOTE:
USE 36" D.O.T. APPROVED FABRIC.
USE WOODEN OR STEEL POSTS.
USE WHERE SLOPE GRADIENT IS STEEPER THAN 3:1 AND/OR FILL SLOPES EXCEED A VERTICAL HEIGHT OF 20' OR AS DIRECTED BY ENGINEER

SILT FENCE-TYPE C Sd1

STORM DRAIN OUTLET PROTECTION St



CONCRETE FLUME DETAIL

FLARED END SECTION DIMENSIONS

PIPE SIZE	FLARED END SECTION DIMENSIONS
12"	12" x 12" x 12"
15"	15" x 15" x 15"
18"	18" x 18" x 18"
24"	24" x 24" x 24"
30"	30" x 30" x 30"
36"	36" x 36" x 36"
42"	42" x 42" x 42"

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
STANDARD FLARED END SECTIONS FOR PIPES
REV. & REDR. SEPT., 1999
NUMBER 1120

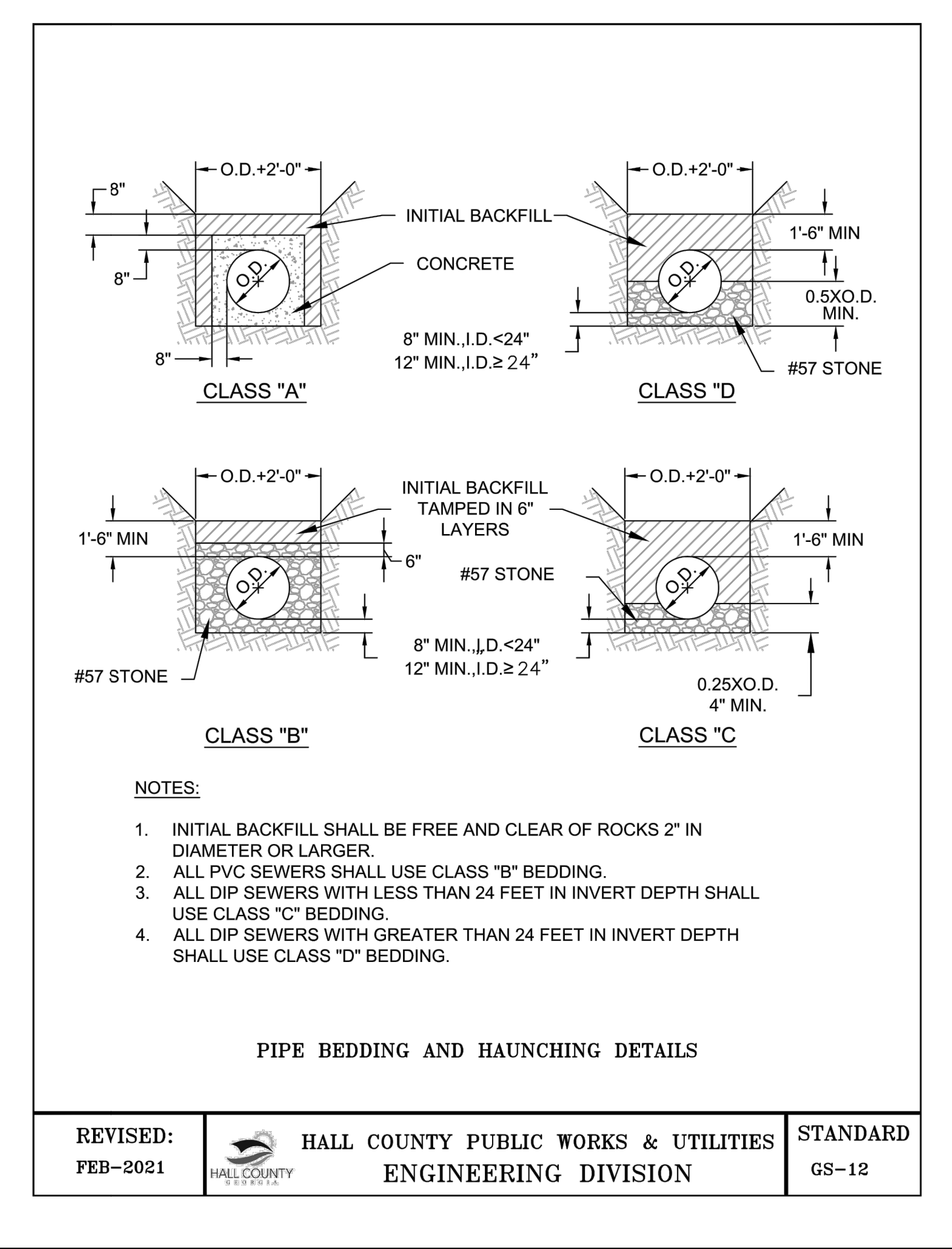
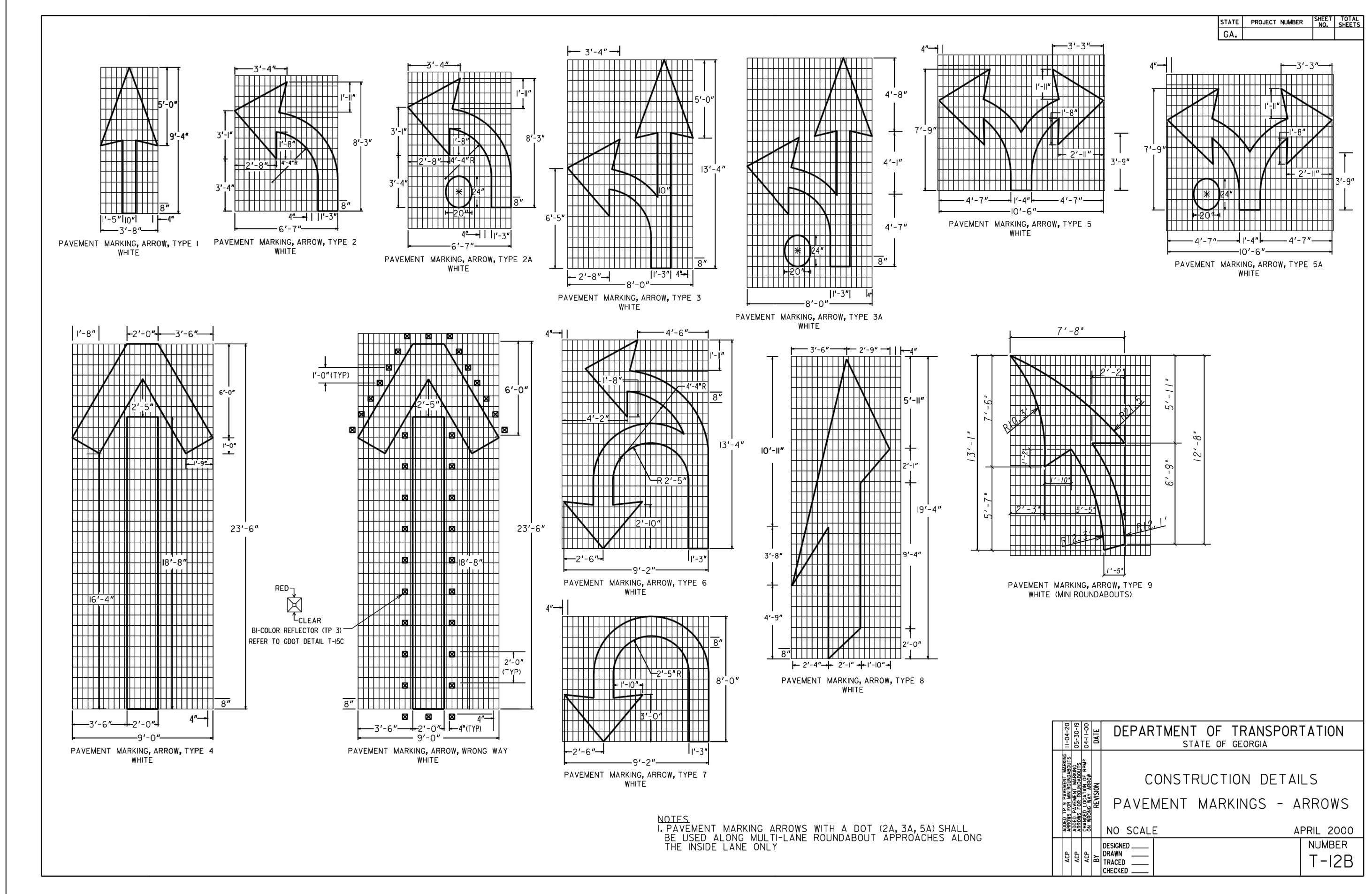
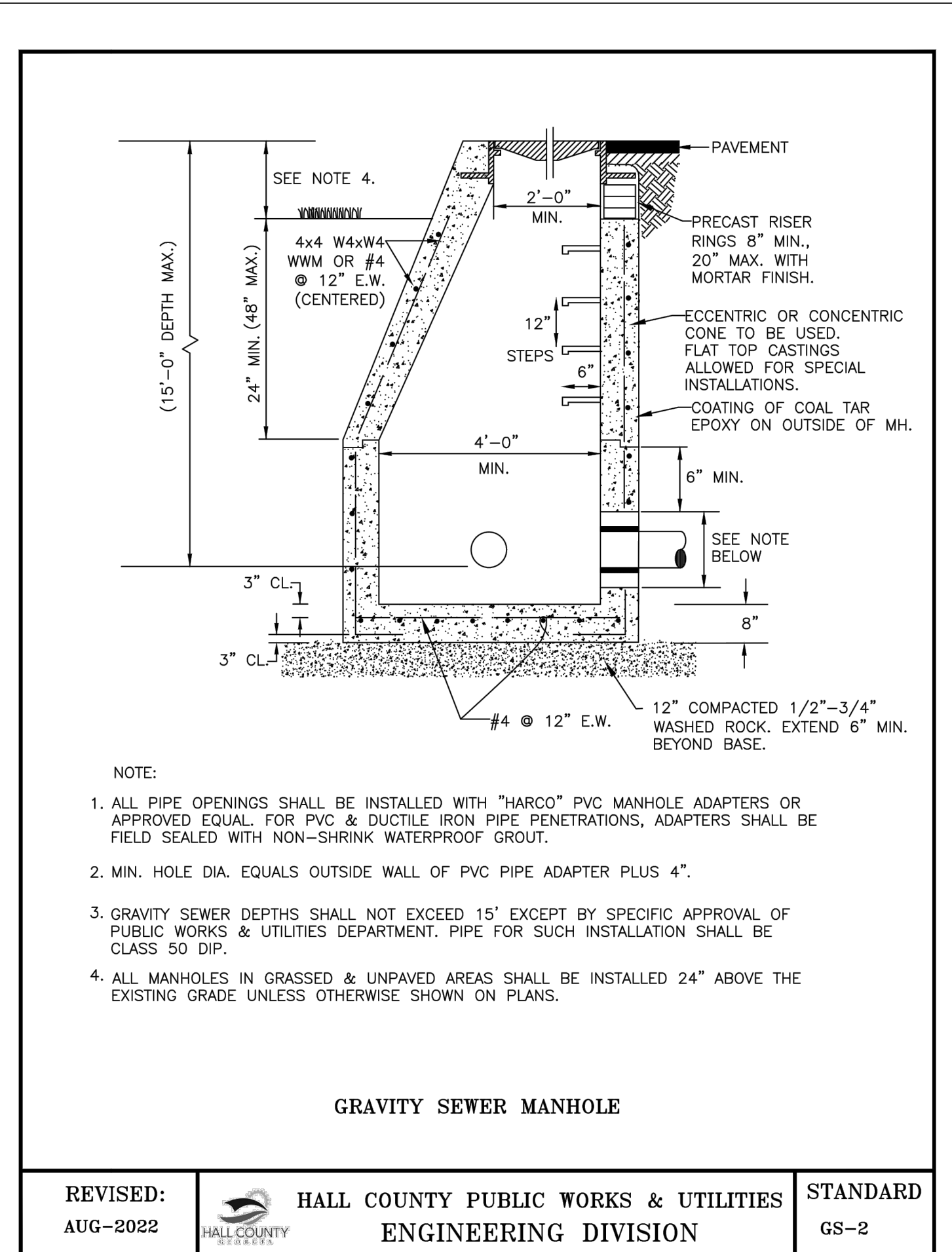
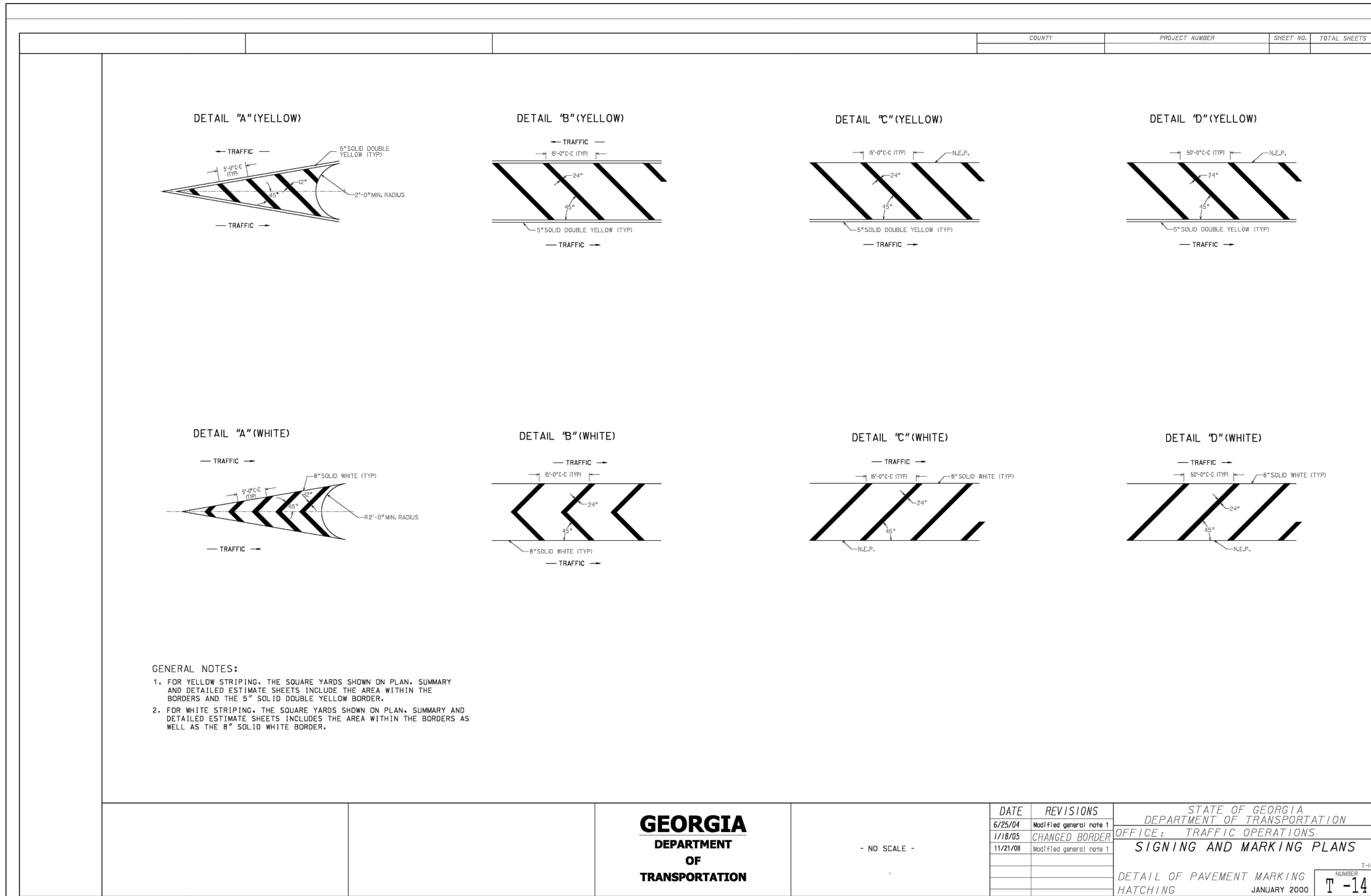
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
STANDARD MEDIAN DROP INLET (PRECAST OR GULLEN-PLACED) & CONCRETE APRON
REV. & REDR. AUGUST 2006
NUMBER 90318



NO.	REVISION	DATE
1.	Issued for Construction	12/11/22
2.	Added Sheet	6/15/23

DRAWN BY: F. MILLER
CHECKED BY:
DATE:





ENGINEERING DIVISION
HALL COUNTY DEPARTMENT OF PUBLIC WORKS
P.O. DRAWER 1435
GAINESVILLE, GA 30503
Phone: 770-531-6800 Fax: 770-531-3945



DETAILS
MCEVER ROAD LIGHTS FERRY ROAD
ROUNDABOUT IMPROVEMENT
HALL COUNTY, GEORGIA

NO.	REVISION	DATE
1.	Issued for Construction	12/7/22
2.	Added Sheets	6/15/23

DRAWN BY: F. MILLER
CHECKED BY:
DATE:



LEVEL II E&S CERT. # 13711
EXP. DATE 07-19-2024



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 501/2023

SUBJECT: Approve the acceptance of a \$1,378,050.00 Guaranty Performance/Maintenance Agreement for the streets, stormwater managment facilities, and sidewalks in Reunion Phase 21 Subdivision. Commission District 1.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: JG
Recommendation: Approve.

Purpose of Request: Approve the acceptance of a \$1,378,050.00 Guaranty Performance/Maintenance Agreement for the streets, stormwater managment facilities, and sidewalks in Reunion Phase 21 Subdivision. Commission District 1.

History:

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
WS	BN	TS	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Agreement

Final Plat Information

STATE OF GEORGIA,
COUNTY OF HALL

Bond No. 0255631

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Pulte Home Company, LLC (owner/principal, hereinafter referred to as "Principal"), and Berkley Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$ 1,378,050.00 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Pulte Home Company, LLC (principal) is owner of the Subdivision known as Reunion Phase 21 Subdivision, which subdivision is shown on a plat prepared by Brandon T. Miller, . Georgia Registered Surveyor Number Survey #2945, and

WHEREAS, Pulte Home Company, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Reunion Phase 21 Subdivision for recording purposes, and

WHEREAS, Pulte Home Company, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Reunion Phase 21 Subdivision for public maintenance (not applicable to private developments);

Pulte Home Company, LLC (principal) and _____ (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Pulte Home Company, LLC (principal) agrees that all construction of the street system of Reunion Phase 21

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Pulte Home Company, LLC (principal), and
Berkley Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Reunion Phase 21 Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

Berkley Insurance Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Pulte Home Company, LLC (principal) and
Berkley Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by

Berkley Insurance Company (surety) from Hall County authorizing release of

Pulte Home Company, LLC (principal) and
Berkley Insurance Company (surety) from this Guaranty Agreement.

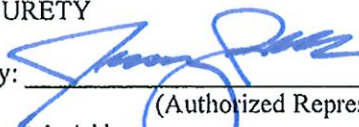
NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on August 7, 2023 (Date) and expires on August 7, 2025 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this

7th day of August, 2023.

- Pule Home Company, LLC
 PRINCIPAL
 By: 
 (Corporate Officer or other authorized representative)
 Gregory S. Rives, Assistant Treasurer
 Principal's Address:
 2475 Northwinds Pkwy #600
 Alpharetta, GA 30090

- Berkley Insurance Company
 SURETY
 By:  Jeremy Polk,
 Attorney-in-Fact
 (Authorized Representative)
 Surety's Address:
 475 Steamboat Rd
 Greenwich, CT 06830

- Approved:
 Hall County
 By: _____
 (Chairman)



ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

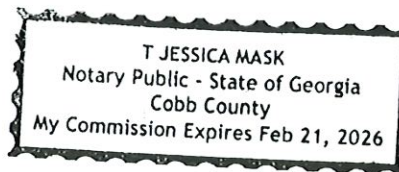
COUNTY OF COBB)

This record was acknowledged before me on August 7th, 2023, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Jeremy Polk or Matthew Erra of USI Insurance Services, LLC of Phoenix, AZ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of April, 2023.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of April, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 7th day of August, 2023.

Vincent P. Forte
Vincent P. Forte

Final Plat Information

Consider Acceptance of \$1,378,050.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Reunion Phase 21 Subdivision.

Subject Subdivision is located off of Spout Springs Road.

NAME OF SUBDIVISION: Reunion Phase 21
NAME OF OWNER/DEVELOPER: Pulte Home Corporation
ADDRESS: 2475 Northwinds Pwky, Suite 600
Alpharetta, GA 30009

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance
DATE OF BOND: August 7, 2023
AMOUNT OF BOND: \$1,378,050.00 Maintenance Agreement

FINANCIAL INSTITUTION: Berkley Insurance Company
AND ADDRESS: 475 Steamboat Road
Greenwich, CT 06830

Account No.: 0255631

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	FEET	FEET	SURFACE	NO.
1	Pine Top Court	50	758.4	20	P.M.	----
1	Maple Brook Lane	50	3350.9	20	P.M.	----
1	Thistle Down Way	50	1869.9	20	P.M.	----
1	Red Cedar Court	50	302.6	20	P.M.	----

NOTES:

NUMBER OF LOTS: 140
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 57.16 AC



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 500/2023

SUBJECT: Approve the acceptance of a \$939,197.00 Guaranty Performance/Maintenance Agreement for the streets, stormwater managment facilities, and sidewalks in Somerset at Riverbrook subdivision. Commission District 2.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: JG
Recommendation: Approve.

Purpose of Request: Approve the acceptance of a \$939,197.00 Guaranty Performance/Maintenance Agreement for the streets, stormwater managment facilities, and sidewalks in Somerset at Riverbrook subdivision. Commission District 2.

History:

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
WS	BN	TS	TS

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Final Plat Information
Agreement

Final Plat Information

Consider Acceptance of \$939,197.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Somerset at Riverbrook Subdivision

Subject Subdivision is located off Price Road

NAME OF SUBDIVISION: Somerset at Riverbrook
NAME OF OWNER/DEVELOPER: Riverbrook Investment, LLC
ADDRESS: 655 Engineering Drive, Suite 208
Peachtree Corners, GA 30092

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance
DATE OF BOND: August 1, 2023
AMOUNT OF BOND: \$939,197.00

FINANCIAL INSTITUTION: Arch Insurance Company
AND ADDRESS: Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

Account No.: SU1196586

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	FEET	FEET	SURFACE	NO.
2	Runnel Hill	50	1339.39	20	P.M.	----
2	Streamlet Way	50	838.83	20	P.M.	----
2	Billabong Trail	50	748.1	20	P.M.	----
2	Brookburn Park	50	734.66	20	P.M.	----

NOTES:

NUMBER OF LOTS: 185
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 41.77 AC

STATE OF GEORGIA,
COUNTY OF HALL

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Riverbrook Investment, LLC (owner/principal, hereinafter referred to as "Principal"), and Arch Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$ 939,197.00 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Riverbrook Investment, LLC (principal) is owner of the Subdivision known as SOMERSET AT RIVERBROOK Subdivision, which subdivision is shown on a plat prepared by ACRE PROFESSIONAL SURVEYOR, Georgia Registered Surveyor Number 3209, and

WHEREAS, Riverbrook Investment, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of SOMERSET AT RIVERBROOK Subdivision for recording purposes, and

WHEREAS, Riverbrook Investment, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of SOMERSET AT RIVERBROOK Subdivision for public maintenance (not applicable to private developments);

Riverbrook Investment, LLC (principal) and Arch Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Riverbrook Investment, LLC (principal) agrees that all construction of the street system of SOMERSET AT RIVERBROOK

* Nine Hundred Thirty Nine Thousand One Hundred Ninety Seven Dollars and 00/100

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Riverbrook Investment, LLC (principal), and
Arch Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in SOMERSET AT RIVERBROOK Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

Arch Insurance Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Riverbrook Investment, LLC (principal) and
Arch Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by
Arch Insurance Company (surety) from Hall County authorizing release of
Riverbrook Investment, LLC (principal) and
Arch Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on August 1, 2023 (Date) and expires on July 31, 2025 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this

1st day of August, 2023.

- Riverbrook Investment, LLC
PRINCIPAL
By: [Signature]
(Corporate Officer or other authorized representative)

Principal's Address:
655 Engineering Drive, Suite 208
Peachtree Corners, GA 30092

- Arch Insurance Company
SURETY
By: [Signature]
(Authorized Representative) Charles J. Nielson
Attorney-in-Fact

Surety's Address:
Harborside 3, 210 Hudson Street, Suite 300
JERSEY CITY, NJ 07311 - 1107

- Approved:
Hall County
By: _____
(Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

- Brett Rosenhaus of Delray Beach, FL
Charles D. Nielson, Charles J. Nielson, David R. Hoover and Jarrett Merlucci of Miami Lakes, FL (EACH)
F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 22nd day of October, 2021.

Attested and Certified

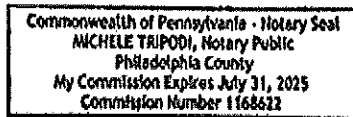
Regan A. Shulman, Secretary (with signature)



Arch Insurance Company (with signature) Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi (with signature) Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 22, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 1st day of August, 20 23.

Regan A. Shulman (with signature) Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-In-Fact and the details of the bond to which the power is attached.



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)
REPORT TO: Voting Meeting (09/28/23)
ITEM NO: 513/2023
SUBJECT: Approve the installation and purchase of video surveillance cameras, card-reader access control and related equipment for the Sheriff's Office to Howard Technology Solutions of Laurel, MS, in the amount of \$152,086.20.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: JM
Recommendation:
Approve.

Purpose of Request:
Approve the installation and purchase of video surveillance cameras, card-reader access control and related equipment for the Sheriff's Office to Howard Technology Solutions of Laurel, MS, in the amount of \$152,086.20.

History:

Facts and Issues:
Howard Technology Solutions quotes Verkada brand equipment. Howard Technology is sourced under a COOP. National Cooperative Purchasing Alliance, aka Omnia Partners.

Options:

Funding Requested	\$ 152,086.20
Are funds within current budget?	Yes
Source of Funds	Capital Projects
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
AP	SC	SC	AP
Budget	Finance	Attorney	Administration
EW	WG	VS	AO
Clerk			
AO			

Attachments:

- Financial Supplement
- Quote
- Product Specifications
- Omnia Partners Cooperative Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 513/2023

Funds Requested: \$ 152,086.20

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3310- SHERIFF–OPERATIONS	542500-OTHER EQUIPMENT	\$152,086.20

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SM

Phone: 770-531-6887

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com



Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No: KH10 1325420.00
Customer Name: Sean McCusker
Company Name: Hall County, GA - County
Quote Name: Verkada PD building Project

Quote Date: August 29, 2023
Phone Number: 6786188321
Fax Number:

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	CD42 Indoor Dome Camera, 256GB, 30 Days Max MPN: CD42-256-HW	17	\$688.00	\$11,696.00
2:	CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max MPN: CF81-30E-HW	7	\$1,376.00	\$9,632.00
3:	CH52-E Outdoor Multisensor Camera, 1TB, 30 Days Max MPN: CH52-1TBE-HW	3	\$2,455.00	\$7,365.00
4:	CB52-E Outdoor Bullet Camera, 256GB, 30 Days Max MPN: CB52-256E-HW	5	\$963.00	\$4,815.00
5:	AD33 Multi-format Card Reader MPN: AD33-HW	27	\$241.00	\$6,507.00
6:	AC62 16 Door Controller MPN: AC62-HW	1	\$3,647.00	\$3,647.00
7:	TD52 Video Intercom MPN: TD52-HW	1	\$1,091.00	\$1,091.00
8:	Intercom Surface Mount MPN: ACC-INT-SURF	1	\$135.00	\$135.00
9:	1-Year Camera License MPN: LIC-1Y	29	\$137.00	\$3,973.00
10:	1-Year CH52 Multisensor Camera License MPN: LIC-CH52-1Y	3	\$413.00	\$1,239.00
11:	1-Year Intercom License MPN: LIC-TD-1Y	1	\$172.00	\$172.00
12:	10-Port Gigabit PoE++ Switch MPN: TPE-BG102G	2	\$418.00	\$836.00

Sub-Total: **\$51,108.00**
Shipping & Handling : **\$935.00**
Taxes: **Tax Exempt**
Total for Item 1: **\$52,043.00**

This quote will expire September 28, 2023.
To expedite your order, please include your quote number with your Purchase Order.

Item 2

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Opp20976 Verkada labor MPN: Opp20976 labor	1	\$69,411.00	\$69,411.00
2:	Opp20976 Verkada programming MPN: Opp20976	1	\$5,967.00	\$5,967.00
3:	Opp20976 Verkada SSC MPN: Opp20976	1	\$17,423.00	\$17,423.00
4:	HTS Contingency Fee **This for unforeseen challenges at install and it is not invoiced if not used. No portion of it can be used without your prior approval. ** MPN: HTS Contingency Fee	1	\$7,242.20	\$7,242.20
Sub-Total:				\$100,043.20
Shipping & Handling :				Included
Taxes:				Tax Exempt
Total for Item 2:				\$100,043.20

This quote will expire September 28, 2023.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$151,151.20
Shipping & Handling :	\$935.00
Taxes:	Tax Exempt
Total:	\$152,086.20

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

Intelligent Video Security Built to Simplify Investigations



Overview

Verkada's Dome Series offers enterprise-grade security in a range of models for indoor and outdoor use. These hybrid cloud cameras have durable, vandal-resistant designs and can capture images with up to 4K resolution. They are easy to install and require no additional setup, downloads, or configuration.

The Dome Series has standard features like data encryption, onboard storage, and advanced motion-based insights. This allows organizations to quickly scale their security coverage and increase situational awareness across multiple locations.

These cameras also have powerful edge processing capabilities that deliver advanced computer vision features, including Verkada's People and Vehicle Analytics. This allows users to quickly filter people and vehicles based on attributes like clothing color, gender traits and facial matches, as well as vehicle type and color.

Key features

Enterprise-grade performance

- High-resolution sensors up to 4K
- Dedicated system-on-a-chip for an enhanced streaming experience
- Advanced edge processing for motion, People and Vehicle Analytics

Storage and processing

- 256GB-2TB of onboard storage
- Up to 365 days of retention in standard quality
- Low-bandwidth impact, only using 20-50 kbps per camera at rest

Certifications

- IP67 weather rated outdoor models
- IK10 impact rated outdoor models
- IK08 impact rated indoor models
- NDAA compliant



Verkada's hybrid cloud architecture



No NVR or DVRs

Industrial-grade onboard storage saves up to 365 days of continuous video¹

Easy to scale

Bandwidth friendly and supports thousands of cameras across unlimited locations

Centralized management

Modern platform enables secure access on any device from anywhere in the world

The Reliability of Onboard Storage, With the Accessibility of the Cloud

Simple to install

- No NVRs, DVRs, or servers—just a PoE connection
- Cameras come online and configure in minutes
- No added software or complexities like port forwarding

Easy to use

- Centralized management for secure remote access on any device nearly anywhere
- No training required to access footage and features
- Find, download and share footage from any device

Advantages of cloud-managed solution

- Real-time alerts if cameras fall offline
- SAML-based integration with single-sign on (SSO) solutions
- Continuous updates with new AI features
- Instantly share live footage via SMS and email
- Live, proactive alerting based on unusual activity

Ready for scale

- Bandwidth-friendly, operating at just 20–50 kbps
- Scale to thousands of cameras per location
- No added equipment needed to support additional cameras

No hidden costs

- Hardware includes up to a 10-year warranty²
- Automatic firmware updates keep systems secure
- New features and enhancements are added at no additional costs



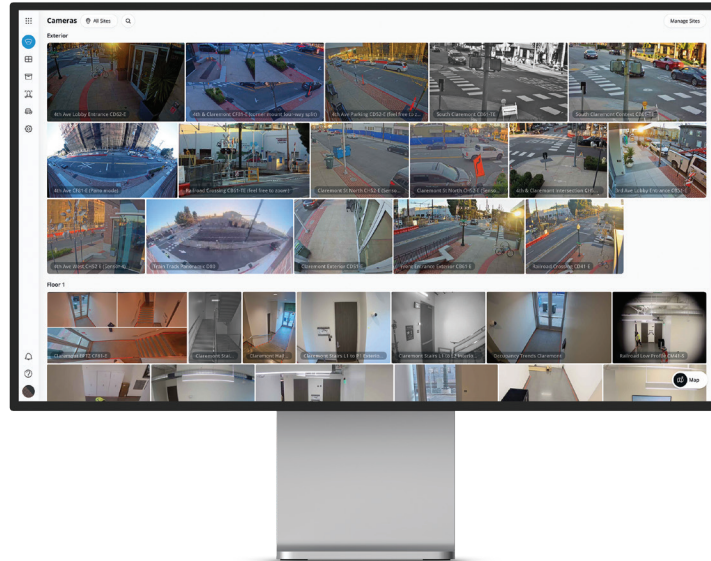
1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website: <https://www.verkada.com/blog/recording-in-adaptive-quality/>

2. Verkada's CD22 and CD22-E Dome cameras come with a 5-year warranty.



Verkada Command overview

All-in-one Cloud-based Management Software for Verkada Security Cameras



Command, Verkada’s cloud-based management software, is designed to deliver simple access and management for all cameras and users across all sites from virtually anywhere in the world. From Command, users can set up new cameras, create sites, manage settings, access live and archived footage, manage users and access the advanced features powered by Verkada’s edge-based analytics.

Quickly detect and respond to threats

- Stay informed with customizable, intelligent alerts
- Speed up investigations with intelligent people and face detection
- Search and filter to find vehicles of interest and detected license plates

Remote access on any device

- Access footage from nearly any device (desktops, smartphones, tablets)
- Native apps for iOS, Android and Verkada’s VX52 Viewing Station
- Built-in security integrations with industry-leading MFA providers

Manage from anywhere

- Remotely access footage and manage sites from any supported browser or device
- Receive alerts for offline cameras, tampering and motion detection
- Gain detailed transparency with audit logs into user access and actions

Stay secure from the ground up

- Stay secure with data encrypted in transit (AES 128) and at rest (AES 256)
- Access cameras securely without port-forwarding, VPNs, or complicated configurations
- Receive automatic firmware updates to stay a step ahead of emerging threats

Scale with simplicity

- Add more devices and sites without complicating the user experience
- Leverage granular roles and permissions to manage users at scale
- Bring cameras online without 3rd party plugins, thick clients, or downloads

Effortlessly archive and share

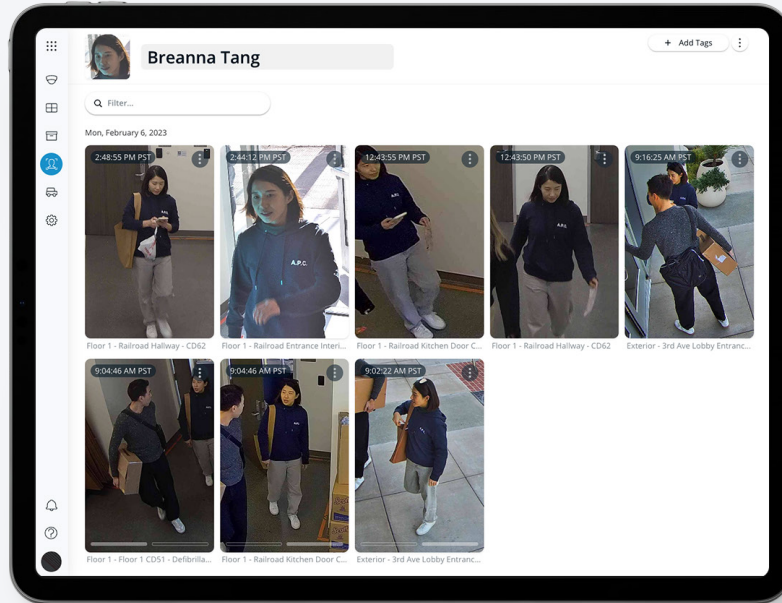
- Command licenses include unlimited cloud archiving and 30-days of cloud backup
- Easily export any footage in a shareable MP4 format
- Share Live Links and floorplans with first responders



Verkada's People Analytics

Simplify and Speed Up Investigations

With Intelligent People and Face Detection



People Analytics combines intelligent edge-based video processing with computer vision in the cloud to give users high-quality images of all individuals identified in the scene. Using People Analytics, customers can filter people by various attributes and expedite investigations.

Bring Intelligence to Investigations

Face search

- Quickly search for matching people by selecting an existing face from your organization or by uploading an image

Person history

- Browse through high-resolution snapshots of people detected
- Save snapshots or easily access associated full-res video
- Search for matched people across your entire organization with cross-camera search

Occupancy Trends

- Estimate how many people cross a customizable digital line on a video feed
- Monitor usage of a space to optimize business operations

Attribute filters

- Filter based on a range of attributes, including clothing color, gender appearance and facial matches

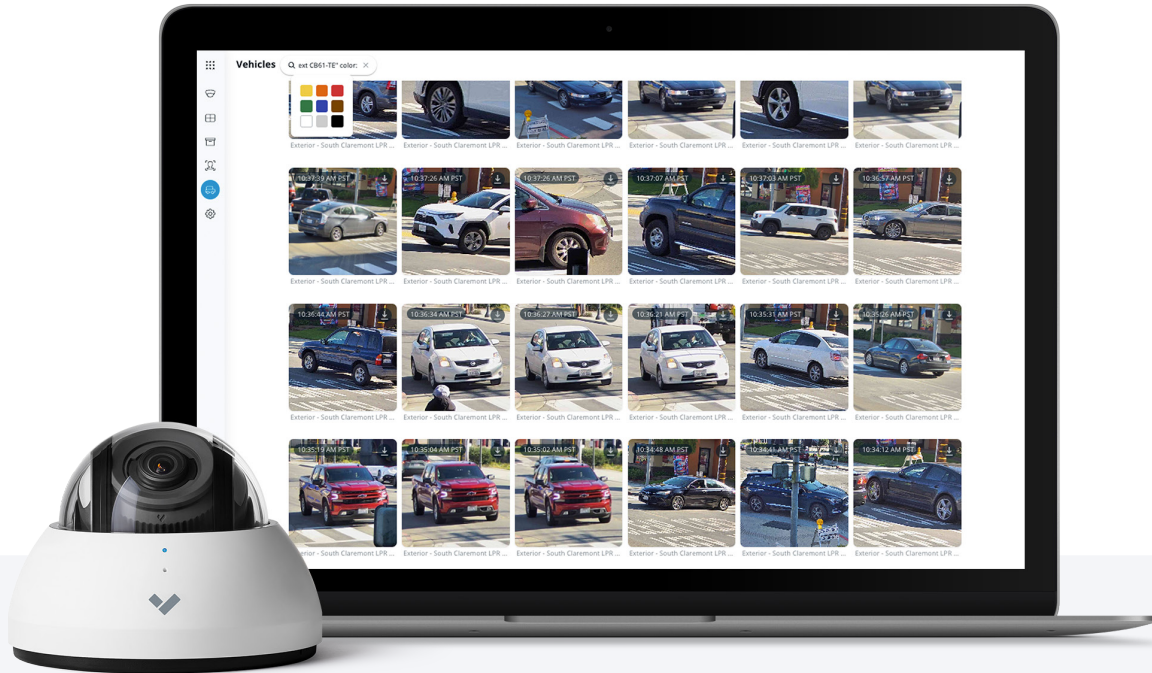
Person of Interest notifications

- Set up proactive SMS/email notifications for alerting when a matching face is detected by a camera
- Create a Person of Interest by using an uploaded image or an existing face from your organization



Verkada's Vehicle Analytics

Quickly Search and Filter To Find Vehicles of Interest



Vehicle Analytics is a powerful edge-based feature that gives users high-quality images of all vehicles identified in a scene. With Verkada's centralized management platform, customers can filter vehicles by date, time, color and body type.

Find and Filter Vehicles With Ease

Vehicle history

- Browse through high-resolution snapshots of vehicles detected in frame
- Save snapshots or easily access associated full-res video

Investigate anywhere

- Vehicle Analytics is available from any compatible device and can be accessed from virtually anywhere in the world

Cross-camera search

- Easily find similar vehicles of interest across all cameras deployed across all sites
- Create and export playback of multiple angles of a vehicle to quickly provide evidence

Attribute filters

- Filter based on a range of attributes, including vehicle color and body type



Dome camera model comparison

	CD22 / CD22-E	CD32 / CD32-E	CD42 / CD42-E	CD52 / CD52-E	CD62 / CD62-E
Warranty	5 years	10 years	10 years	10 years	10 years
Image sensor	3MP (2048 x 1536)	3MP (2048 x 1536)	5MP (2688 x 1944)	5MP (2688 x 1944)	4K (3840 x 2160)
IR range	10m / 33ft	15m / 49ft	15m / 49ft	30m / 98ft	30m / 98ft
Bitrates	HQ - 1,500 Kbps SQ - 300 Kbps	HQ - 1,500 Kbps SQ - 300 Kbps	HQ - 1,500 Kbps SQ - 300 Kbps	HQ - 1,500 Kbps SQ - 300 Kbps	HQ - 3,000 Kbps SQ - 600 Kbps
People Analytics					
People Detection (Motion search, trajectory analysis)	✓	✓	✓	✓	✓
People Analytics (People search, attribute search, face search, Occupancy Trends)		✓	✓	✓	✓
Vehicle Analytics					
Vehicle Detection (Motion search, trajectory analysis)	✓	✓	✓	✓	✓
Vehicle Analytics (vehicle search, attribute search)		✓	✓	✓	✓
Additional features					
Audio support		✓	✓	✓	✓
Optical zoom				✓	✓



Indoor Dome Series Tech Specs



CD22

Camera features

Image Sensor	1/2.8" Progressive CMOS	Shutter Speed	1/30 sec. to 1/10,000 sec.
Sensor Resolution¹	3MP (2048 x 1536)	Day/Night	IR-cut filter for day and night function
Lens Type	Fixed	IR Cut Filter	Yes
Focal Length	2.8mm	IR Range	10m / 33ft
Aperture	F1.6	Minimum Illumination	0.009 lux @ F1.9 (Color) 0 lux with IR Illuminators on
Iris	Fixed	Onboard Storage	Capacity: From 256GB to 768GB Card: MicroSD, SDXC
Field of View (after LDC²)	Horizontal: 97° (78°) Vertical: 71° (63°) Diagonal: 128° (91°)	CPU	Ambarella CV25S88
Sensor Movement	Tilt: 60° Pan: 355° Rotation: 180°		

Standard video settings

Compression	H.265, H.264	Historical Video Settings	Adaptive quality ¹
Frame Rate³	24fps	Video Streaming Settings	High quality (HQ) - 1,500 Kbps Standard quality (SQ) - 300 Kbps

Standard audio settings

Audio	Not Supported
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Power and network

Power Input⁴	With IR: IEEE 802.3af Type 1 PoE Without IR: IEEE 802.3af Type 1 PoE Extended temperature range: N/A	Connectivity	RJ-45 cable connector for network/PoE connection; 10 / 100 Mbps
Power Consumption⁴	With IR: 37-57V, 0.23-0.15A, 8.59W Without IR: 37-57V, 0.11-0.07A, 4.25W Extended temperature range: N/A	RTSP	RTSP 1.0 RFC 2326 Max concurrent streams: 2 Audio support: Yes

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website:

<https://www.verkada.com/blog/recording-in-adaptive-quality/>

2. Lens Distortion Correction (LDC) crops the sensor field of view to deliver a rectified, undistorted output image.

3. Frame rate can be adjusted by support.

4. Extended temperature range includes operating temperatures below -8.5°C / 16.7°F and assumes IR will be enabled.



Indoor Dome Series Tech Specs



CD22

General

Operating Temperature	-10°C to 50°C / 14°F to 122°F	LED Indicator	System power and status indicator
Humidity	0 to 90%	Warranty	5 Years
Certifications	UL, FCC, CB, CE, BIS, NOM, KCC, IK08 impact rating	Included Accessories	Setup guide, T10 security torx screwdriver, screw pack, mounting template

Mechanical

Weight	Camera: 608g / 21.45oz Mount plate: 140g / 4.94oz	Body	Aluminum, plastic dome trim
Dimensions	Ø: 146mm / 5.75in, H: 104.3mm / 4.11in with mount plate Ø: 146mm / 5.75in, H: 99.8mm / 3.93in without mount plate		

Software capabilities

Alerts	Camera status, motion detection, people detection, vehicle detection, crowd detection	Streaming and Storage	Cloud backup, configurable retention days, selectable storage location, low bandwidth mode, timelapse, RTSP
People Analytics	Motion search, trajectory analysis ⁵	Sharing and Privacy	Live link, privacy regions, audit log
Vehicle Analytics	Motion search, trajectory analysis ⁵		

5. Both indoor and outdoor variants of the following camera models support trajectory analysis: CM42, CD22/32/42/52/62, CB52/62, CH52-E, CP52-E and CF81-E (in panoramic-mode only).



Indoor Dome Series Tech Specs



CD32

Camera features

Image Sensor	1/2.8" Progressive CMOS	Shutter Speed	1/30 sec. to 1/10,000 sec.
Sensor Resolution¹	3MP (2048 x 1536)	Day/Night	IR-cut filter for day and night function
Lens Type	Fixed	IR Cut Filter	Yes
Focal Length	2.8mm	IR Range	15m / 49ft
Aperture	F1.6	Minimum Illumination	0.009 lux @ F1.9 (Color) 0 lux with IR Illuminators on
Iris	Fixed	Onboard Storage	Capacity: From 256GB to 768GB Card: MicroSD, SDXC
Field of View (after LDC²)	Horizontal: 97° (78°) Vertical: 71° (63°) Diagonal: 128° (91°)	CPU	Ambarella CV25S88
Sensor Movement	Tilt: 60° Pan: 355° Rotation: 180°		

Standard video settings

Compression	H.265, H.264	Historical Video Settings	Adaptive quality ¹
Frame Rate³	24fps	Video Streaming Settings	High quality (HQ) - 1,500 Kbps Standard quality (SQ) - 300 Kbps

Standard audio settings

Audio	Supported	Interface	Built-in microphone
Audio Capacity	One-way audio	Effective Range	5m / 15ft

Power and network

Power Input⁴	With IR: IEEE 802.3af Type 1 PoE Without IR: IEEE 802.3af Type 1 PoE Extended temperature range: N/A	Connectivity	RJ-45 cable connector for network/PoE connection; 10 / 100 Mbps
Power Consumption⁴	With IR: 37-57V, 0.23-0.15A, 8.59W Without IR: 37-57V, 0.11-0.07A, 4.25W Extended temperature range: N/A	RTSP	RTSP 1.0 RFC 2326 Max concurrent streams: 2 Audio support: Yes

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website: <https://www.verkada.com/blog/recording-in-adaptive-quality/>

2. Lens Distortion Correction (LDC) crops the sensor field of view to deliver a rectified, undistorted output image.

3. Frame rate can be adjusted by support.

4. Extended temperature range includes operating temperatures below -8.5°C / 16.7°F and assumes IR will be enabled.



Indoor Dome Series Tech Specs



CD32

General

Operating Temperature	-10°C to 50°C / 14°F to 122°F	LED Indicator	System power and status indicator
Humidity	0 to 90%	Warranty	10 Years
Certifications	UL, FCC, CB, CE, BIS, NOM, KCC, IK08 impact rating	Included Accessories	Setup guide, T10 security torx screwdriver, screw pack, mounting template

Mechanical

Weight	Camera: 608g / 21.45oz Mount plate: 140g / 4.94oz	Body	Aluminum, plastic dome trim
Dimensions	Ø: 146mm / 5.75in, H: 104.3mm / 4.11in with mount plate Ø: 146mm / 5.75in, H: 99.8mm / 3.93in without mount plate		

Software capabilities

Alerts	Camera status, motion detection, people detection, vehicle detection, Person of Interest detection, crowd detection	Streaming and Storage	Cloud backup, configurable retention days, selectable storage location, low bandwidth mode, timelapse, RTSP
People Analytics	People search, attribute search, face search, Occupancy Trends, motion search, trajectory analysis ⁵	Sharing and Privacy	Live Link, privacy regions, audit log
Vehicle Analytics	Vehicle search, attribute search, motion search, trajectory analysis ⁵		

5. Both indoor and outdoor variants of the following camera models support trajectory analysis: CM42, CD22/32/42/52/62, CB52/62, CH52-E, CP52-E and CF81-E (in panoramic-mode only).



Indoor Dome Series Tech Specs



CD42

Camera features

Image Sensor	1/2.8" Progressive CMOS	Shutter Speed	1/30 sec. to 1/10,000 sec.
Sensor Resolution¹	5MP (2688 x 1944)	Day/Night	IR-cut filter for day and night function
Lens Type	Fixed	IR Cut Filter	Yes
Focal Length	2.8mm	IR Range	15m / 49ft
Aperture	F1.6	Minimum Illumination	0.009 lux @ F1.9 (Color) 0 lux with IR Illuminators on
Iris	Fixed	Onboard Storage	Capacity: From 256GB to 2TB Card: MicroSD, SDXC
Field of View (after LDC²)	Horizontal: 97° (78°) Vertical: 71° (63°) Diagonal: 128° (91°)	CPU	Ambarella CV25S88
Sensor Movement	Tilt: 60° Pan: 355° Rotation: 180°		

Standard video settings

Compression	H.265, H.264	Historical Video Settings	Adaptive quality ¹
Frame Rate³	24fps	Video Streaming Settings	High quality (HQ) - 1,500 Kbps Standard quality (SQ) - 300 Kbps

Standard audio settings

Audio	Supported	Interface	Built-in microphone
Audio Capacity	One-way audio	Effective Range	5m / 15ft

Power and network

Power Input⁴	With IR: IEEE 802.3af Type 1 PoE Without IR: IEEE 802.3af Type 1 PoE Extended temperature range: N/A	Connectivity	RJ-45 cable connector for network/PoE connection; 10/100 Mbps
Power Consumption⁴	With IR: 37-57V, 0.23-0.15A, 8.59W Without IR: 37-57V, 0.11-0.07A, 4.25W Extended temperature range: N/A	RTSP	RTSP 1.0 RFC 2326 Max concurrent streams: 2 Audio support: Yes

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website: <https://www.verkada.com/blog/recording-in-adaptive-quality/>

2. Lens Distortion Correction (LDC) crops the sensor field of view to deliver a rectified, undistorted output image.

3. Frame rate can be adjusted by support.

4. Extended temperature range includes operating temperatures below -8.5°C / 16.7°F and assumes IR will be enabled.



Indoor Dome Series Tech Specs



CD42

General

Operating Temperature	-10°C to 50°C / 14°F to 122°F	LED Indicator	System power and status indicator
Humidity	0 to 90%	Warranty	10 Years
Certifications	UL, FCC, CB, CE, BIS, NOM, KCC, IK08 impact rating	Included Accessories	Setup guide, T10 security torx screwdriver, screw pack, mounting template

Mechanical

Weight	Camera: 608g / 21.45oz Mount plate: 140g / 4.94oz	Body	Aluminum, plastic dome trim
Dimensions	Ø: 146mm / 5.75in, H: 104.3mm / 4.11in with mount plate Ø: 146mm / 5.75in, H: 99.8mm / 3.93in without mount plate		

Software capabilities

Alerts	Camera status, motion detection, people detection, vehicle detection, Person of Interest detection, crowd detection	Streaming and Storage	Cloud backup, configurable retention days, selectable storage location, low bandwidth mode, timelapse, RTSP
People Analytics	People search, attribute search, face search, Occupancy Trends, motion search, trajectory analysis ⁵	Sharing and Privacy	Live Link, privacy regions, audit log
Vehicle Analytics	Vehicle search, attribute search, motion search, trajectory analysis ⁵		

5. Both indoor and outdoor variants of the following camera models support trajectory analysis: CM42, CD22/32/42/52/62, CB52/62, CH52-E, CP52-E and CF81-E (in panoramic-mode only).



Indoor Dome Series Tech Specs



CD52

Camera features

Image Sensor	1/2.8" Progressive CMOS	Shutter Speed	1/30 sec. to 1/10,000 sec.
Sensor Resolution¹	5MP (2688 x 1944)	Day/Night	IR-cut filter for day and night function
Lens Type	Varifocal; motorized zoom	IR Cut Filter	Yes
Focal Length	2.8-8mm	IR Range	30m / 98ft
Aperture	F1.3 - F2.4	Minimum Illumination	0.009 lux @ F1.9 (Color) 0 lux with IR Illuminators on
Iris	P-Iris	Onboard Storage	Capacity: From 256GB to 2TB Card: MicroSD, SDXC
Field of View (after LDC²)	Horizontal: 38° - 105° (37° - 84°) Vertical: 29° - 77° (28° - 68°) Diagonal: 48° - 126° (45° - 97°)	CPU	Ambarella CV25S88
Sensor Movement	Tilt: 60° Pan: 355° Rotation: 350°		

Standard video settings

Compression	H.265, H.264	Historical Video Settings	Adaptive quality ¹
Frame Rate³	24fps	Video Streaming Settings	High quality (HQ) - 1,500 Kbps Standard quality (SQ) - 300 Kbps

Standard audio settings

Audio	Supported	Interface	Built-in microphone
Audio Capacity	One-way audio	Effective Range	5m / 15ft

Power and network

Power Input⁴	With IR: IEEE 802.3af Type 1 PoE Without IR: IEEE 802.3af Type 1 PoE Extended temperature range: N/A	Connectivity	RJ-45 cable connector for network/PoE connection; 10/100 Mbps
Power Consumption⁴	With IR: 37-57V, 0.3-0.2A, 10.98W Without IR: 37-57V, 0.13-0.08A, 4.74W Extended temperature range: N/A	RTSP	RTSP 1.0 RFC 2326 Max concurrent streams: 2 Audio support: Yes

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website: <https://www.verkada.com/blog/recording-in-adaptive-quality/>

2. Lens Distortion Correction (LDC) crops the sensor field of view to deliver a rectified, undistorted output image.

3. Frame rate can be adjusted by support.

4. Extended temperature range includes operating temperatures below -8.5°C / 16.7°F and assumes IR will be enabled.



Indoor Dome Series Tech Specs



CD52

General

Operating Temperature	-10°C to 50°C / 14°F to 122°F	LED Indicator	System power and status indicator
Humidity	0 to 90%	Warranty	10 Years
Certifications	FCC, ICES, CE, UL, CB, NOM, KCC, IK08 impact rating	Included Accessories	Setup guide, T10 security torx screwdriver, screw pack, mounting template

Mechanical

Weight	Camera: 776g / 29.88oz Mount plate: 140g / 4.94oz	Body	Aluminum, plastic dome trim
Dimensions	Ø: 146mm / 5.75in, H: 104.3mm / 4.11in with mount plate Ø: 146mm / 5.75in, H: 99.8mm / 3.93in without mount plate		

Software capabilities

Alerts	Camera status, motion detection, people detection, vehicle detection, Person of Interest detection, crowd detection	Streaming and Storage	Cloud backup, configurable retention days, selectable storage location, low bandwidth mode, timelapse, RTSP
People Analytics	People search, attribute search, face search, Occupancy Trends, motion search, trajectory analysis ⁵	Sharing and Privacy	Live Link, privacy regions, audit log
Vehicle Analytics	Vehicle search, attribute search, motion search, trajectory analysis ⁵		

5. Both indoor and outdoor variants of the following camera models support trajectory analysis: CM42, CD22/32/42/52/62, CB52/62, CH52-E, CP52-E and CF81-E (in panoramic-mode only).



Indoor Dome Series Tech Specs



CD62

Camera features

Image Sensor	1/2.8" Progressive CMOS	Shutter Speed	1/30 sec. to 1/10,000 sec.
Sensor Resolution¹	4K (3840 x 2160)	Day/Night	IR-cut filter for day and night function
Lens Type	Varifocal; motorized zoom	IR Cut Filter	Yes
Focal Length	2.8-8mm	IR Range	30m / 98ft
Aperture	F1.3 - F2.4	Minimum Illumination	0.009 lux @ F1.9 (Color) 0 lux with IR Illuminators on
Iris	P-Iris	Onboard Storage	Capacity: From 512GB to 2TB Card: MicroSD, SDXC
Field of View (after LDC²)	Horizontal: 41° - 116° (40° - 100°) Vertical: 23° - 62° (23° - 57°) Diagonal: 47° - 136° (45° - 106°)	CPU	Ambarella CV22S66
Sensor Movement	Tilt: 60° Pan: 355° Rotation: 350°		

Standard video settings

Compression	H.265, H.264	Historical Video Settings	Adaptive quality ¹
Frame Rate³	24fps	Video Streaming Settings	High quality (HQ) - 3,000 Kbps Standard quality (SQ) - 600 Kbps

Standard audio settings

Audio	Supported	Interface	Built-in microphone
Audio Capacity	One-way audio	Effective Range	5m / 15ft

Power and network

Power Input⁴	With IR: IEEE 802.3af Type 1 PoE Without IR: IEEE 802.3af Type 1 PoE Extended temperature range: N/A	Connectivity	RJ-45 cable connector for network/PoE connection; 10/100 Mbps
Power Consumption⁴	With IR: 37-57V, 0.38-0.25A, 14.2W Without IR: 37-57V, 0.17-0.11A, 6.2W Extended temperature range: N/A	RTSP	RTSP1.0 RFC 2326 Max concurrent streams: 2 Audio support: Yes

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website:

<https://www.verkada.com/blog/recording-in-adaptive-quality/>

2. Lens Distortion Correction (LDC) crops the sensor field of view to deliver a rectified, undistorted output image.

3. Frame rate can be adjusted by support.

4. Extended temperature range includes operating temperatures below -8.5°C / 16.7°F and assumes IR will be enabled.



Indoor Dome Series Tech Specs



CD62

General

Operating Temperature	-10°C to 50°C / 14°F to 122°F	LED Indicator	System power and status indicator
Humidity	0 to 90%	Warranty	10 Years
Certifications	FCC, ICES, CE, UL, CB, IK08 impact rating, IEC60950-1, NDAA, KCC, BIS	Included Accessories	Setup guide, T10 security torx screwdriver, screw pack, mounting template

Mechanical

Weight	Camera: 887g / 31.29oz Mount plate: 140g / 4.94oz	Body	Aluminum, plastic dome trim
Dimensions	Ø: 146mm / 5.75in, H: 104.3mm / 4.11in with mount plate Ø: 146mm / 5.75in, H: 99.8mm / 3.93in without mount plate		

Software capabilities

Alerts	Camera status, motion detection, people detection, vehicle detection, Person of Interest detection, crowd detection	Streaming and Storage	Cloud backup, configurable retention days, selectable storage location, low bandwidth mode, timelapse, RTSP
People Analytics	People search, attribute search, face search, Occupancy Trends, motion search, trajectory analysis ⁵	Sharing and Privacy	Live Link, privacy regions, audit log
Vehicle Analytics	Vehicle search, attribute search, motion search, trajectory analysis ⁵		

5. Both indoor and outdoor variants of the following camera models support trajectory analysis: CM42, CD22/32/42/52/62, CB52/62, CH52-E, CP52-E and CF81-E (in panoramic-mode only).



Outdoor Dome Series Tech Specs



CD22-E

Camera features

Image Sensor	1/2.8" Progressive CMOS	Shutter Speed	1/30 sec. to 1/10,000 sec.
Sensor Resolution¹	3MP (2048 x 1536)	Day/Night	IR-cut filter for day and night function
Lens Type	Fixed	IR Cut Filter	Yes
Focal Length	2.8mm	IR Range	10m / 33ft
Aperture	F1.6	Minimum Illumination	0.009 lux @ F1.9 (Color) 0 lux with IR Illuminators on
Iris	Fixed	Onboard Storage	Capacity: From 256GB to 768GB Card: MicroSD, SDXC
Field of View (after LDC²)	Horizontal: 97° (78°) Vertical: 71° (63°) Diagonal: 128° (91°)	CPU	Ambarella CV25S88
Sensor Movement	Tilt: 60° Pan: 355° Rotation: 180°		

Standard video settings

Compression	H.265, H.264	Historical Video Settings	Adaptive quality ¹
Frame Rate³	24fps	Video Streaming Settings	High quality (HQ) - 1,500 Kbps Standard quality (SQ) - 300 Kbps

Standard audio settings

Audio	Not Supported
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Power and network

Power Input⁴	With IR: IEEE 802.3af Type 1 PoE Without IR: IEEE 802.3af Type 1 PoE Extended temperature range: IEEE 802.3at Type 2 PoE+	Connectivity	RJ-45 cable connector for network/PoE connection; 10 / 100 Mbps
Power Consumption⁴	With IR: 37-57V, 0.23-0.15A, 8.59W Without IR: 37-57V, 0.11-0.07A, 4.25W Extended temperature range: 37-57V, 0.46-0.3A, 16.94W	RTSP	RTSP 1.0 RFC 2326 Max concurrent streams: 2 Audio support: Yes

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website: <https://www.verkada.com/blog/recording-in-adaptive-quality/>

2. Lens Distortion Correction (LDC) crops the sensor field of view to deliver a rectified, undistorted output image.

3. Frame rate can be adjusted by support.

4. Extended temperature range includes operating temperatures below -8.5°C / 16.7°F and assumes IR will be enabled.



Outdoor Dome Series Tech Specs



CD22-E

General

Operating Temperature	-40°C to 50°C / -40°F to 122°F	LED Indicator	System power and status indicator
Humidity	0 to 90%	Warranty	5 Years
Certifications	FCC, ICES, CE, UL, CB, NOM, IP67 weather rating, IK10 impact rating, KCC	Included Accessories	Setup guide, wall mount screws & anchors (4x), T10 security torx screwdriver, mounting template, cable gland wrench, desiccant pack, conduit adapter

Mechanical

Weight	Camera: 847g / 29.88oz Mount plate: 174g / 6.14oz	Body	Aluminum, plastic dome trim
Dimensions	Ø: 155mm / 6.10in, H: 114.6mm / 4.51in with mount plate Ø: 155mm / 6.10in, H: 107.6mm / 4.24in without mount plate		

Software capabilities

Alerts	Camera status, motion detection, people detection, vehicle detection, crowd detection	Streaming and Storage	Cloud backup, configurable retention days, selectable storage location, low bandwidth mode, timelapse, RTSP
People Analytics	Motion search, trajectory analysis ⁵	Sharing and Privacy	Live link, privacy regions, audit log
Vehicle Analytics	Motion search, trajectory analysis ⁵		

5. Both indoor and outdoor variants of the following camera models support trajectory analysis: CM42, CD22/32/42/52/62, CB52/62, CH52-E, CP52-E and CF81-E (in panoramic-mode only).



Outdoor Dome Series Tech Specs



CD32-E

Camera features

Image Sensor	1/2.8" Progressive CMOS	Shutter Speed	1/30 sec. to 1/10,000 sec.
Sensor Resolution¹	3MP (2048 x 1536)	Day/Night	IR-cut filter for day and night function
Lens Type	Fixed	IR Cut Filter	Yes
Focal Length	2.8mm	IR Range	15m / 49ft
Aperture	F1.6	Minimum Illumination	0.009 lux @ F1.9 (Color) 0 lux with IR Illuminators on
Iris	Fixed	Onboard Storage	Capacity: From 256GB to 768GB Card: MicroSD, SDXC
Field of View (after LDC²)	Horizontal: 97° (78°) Vertical: 71° (63°) Diagonal: 128° (91°)	CPU	Ambarella CV25S88
Sensor Movement	Tilt: 60° Pan: 355° Rotation: 180°		

Standard video settings

Compression	H.265, H.264	Historical Video Settings	Adaptive quality ¹
Frame Rate³	24fps	Video Streaming Settings	High quality (HQ) - 1,500 Kbps Standard quality (SQ) - 300 Kbps

Standard audio settings

Audio	Supported	Interface	Built-in microphone
Audio Capacity	One-way audio	Effective Range	5m / 15ft

Power and network

Power Input⁴	With IR: IEEE 802.3af Type 1 PoE Without IR: IEEE 802.3af Type 1 PoE Extended temperature range: IEEE 802.3at Type 2 PoE+	Connectivity	RJ-45 cable connector for network/PoE connection; 10 / 100 Mbps
Power Consumption⁴	With IR: 37-57V, 0.23-0.15A, 8.59W Without IR: 37-57V, 0.11-0.07A, 4.25W Extended temperature range: 37-57V, 0.46-0.3A, 16.94W	RTSP	RTSP 1.0 RFC 2326 Max concurrent streams: 2 Audio support: Yes

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website: <https://www.verkada.com/blog/recording-in-adaptive-quality/>

2. Lens Distortion Correction (LDC) crops the sensor field of view to deliver a rectified, undistorted output image.

3. Frame rate can be adjusted by support.

4. Extended temperature range includes operating temperatures below -8.5°C / 16.7°F and assumes IR will be enabled.



Outdoor Dome Series Tech Specs



CD32-E

General

Operating Temperature	-40°C to 50°C / -40°F to 122°F	LED Indicator	System power and status indicator
Humidity	0 to 90%	Warranty	10 Years
Certifications	FCC, ICES, CE, UL, CB, NOM, IP67 weather rating, IK10 impact rating, KCC	Included Accessories	Setup guide, wall mount screws and anchors (4x), T10 security torx screwdriver, mounting template, cable gland wrench, desiccant pack, conduit adapter

Mechanical

Weight	Camera: 847g / 29.88oz Mount plate: 174g / 6.14oz	Body	Aluminum, plastic dome trim
Dimensions	Ø: 155mm / 6.10in, H: 114.6mm / 4.51in with mount plate Ø: 155mm / 6.10in, H: 107.6mm / 4.24in without mount plate		

Software capabilities

Alerts	Camera status, motion detection, people detection, vehicle detection, Person of Interest detection, crowd detection	Streaming and Storage	Cloud backup, configurable retention days, selectable storage location, low bandwidth mode, timelapse, RTSP
People Analytics	People search, attribute search, face search, Occupancy Trends, motion search, trajectory analysis ⁵	Sharing and Privacy	Live Link, privacy regions, audit log
Vehicle Analytics	Vehicle search, attribute search, motion search, trajectory analysis		

5. Both indoor and outdoor variants of the following camera models support trajectory analysis: CM42, CD22/32/42/52/62, CB52/62, CH52-E, CP52-E and CF81-E (in panoramic-mode only).



Outdoor Dome Series Tech Specs



CD42-E

Camera features

Image Sensor	1/2.8" Progressive CMOS	Shutter Speed	1/30 sec. to 1/10,000 sec.
Sensor Resolution¹	5MP (2688 x 1944)	Day/Night	IR-cut filter for day and night function
Lens Type	Fixed	IR Cut Filter	Yes
Focal Length	2.8mm	IR Range	15m / 49ft
Aperture	F1.6	Minimum Illumination	0.009 lux @ F1.9 (Color) 0 lux with IR Illuminators on
Iris	Fixed	Onboard Storage	Capacity: From 256GB to 2TB Card: MicroSD, SDXC
Field of View (after LDC²)	Horizontal: 97° (78°) Vertical: 71° (63°) Diagonal: 128° (91°)	CPU	Ambarella CV25S88
Sensor Movement	Tilt: 60° Pan: 355° Rotation: 180°		

Standard video settings

Compression	H.265, H.264	Historical Video Settings	Adaptive quality ¹
Frame Rate³	24fps	Video Streaming Settings	High quality (HQ) - 1,500 Kbps Standard quality (SQ) - 300 Kbps

Standard audio settings

Audio	Supported	Interface	Built-in microphone
Audio Capacity	One-way audio	Effective Range	5m / 15ft

Power and network

Power Input⁴	With IR: IEEE 802.3af Type 1 PoE Without IR: IEEE 802.3af Type 1 PoE Extended temperature range: IEEE 802.3at Type 2 PoE+	Connectivity	RJ-45 cable connector for network/PoE connection; 10/100 Mbps
Power Consumption⁴	With IR: 37-57V, 0.23-0.15A, 8.59W Without IR: 37-57V, 0.11-0.07A, 4.25W Extended temperature range: 37-57V, 0.46-0.3A, 16.94W	RTSP	RTSP 1.0 RFC 2326 Max concurrent streams: 2 Audio support: Yes

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website: <https://www.verkada.com/blog/recording-in-adaptive-quality/>

2. Lens Distortion Correction (LDC) crops the sensor field of view to deliver a rectified, undistorted output image.

3. Frame rate can be adjusted by support.

4. Extended temperature range includes operating temperatures below -8.5°C / 16.7°F and assumes IR will be enabled.



Outdoor Dome Series Tech Specs



CD42-E

General

Operating Temperature	-40°C to 50°C / -40°F to 122°F	LED Indicator	System power and status indicator
Humidity	0 to 90%	Warranty	10 Years
Certifications	FCC, ICES, CE, UL, CB, NOM, IP67 weather rating, IK10 impact rating, KCC	Included Accessories	Setup guide, wall mount screws and anchors (4x), T10 security torx screwdriver, mounting template, cable gland wrench, desiccant pack, conduit adapter

Mechanical

Weight	Camera: 847g / 29.88oz Mount plate: 174g / 6.14oz	Body	Aluminum, plastic dome trim
Dimensions	Ø: 155mm / 6.10in, H: 114.6mm / 4.51in with mount plate Ø: 155mm / 6.10in, H: 107.6mm / 4.24in without mount plate		

Software capabilities

Alerts	Camera status, motion detection, people detection, vehicle detection, Person of Interest detection, crowd detection	Streaming and Storage	Cloud backup, configurable retention days, selectable storage location, low bandwidth mode, timelapse, RTSP
People Analytics	People search, attribute search, face search, Occupancy Trends, motion search, trajectory analysis ⁵	Sharing and Privacy	Live Link, privacy regions, audit log
Vehicle Analytics	Vehicle search, attribute search, motion search, trajectory analysis ⁵		

5. Both indoor and outdoor variants of the following camera models support trajectory analysis: CM42, CD22/32/42/52/62, CB52/62, CH52-E, CP52-E and CF81-E (in panoramic-mode only).



Outdoor Dome Series Tech Specs



CD52-E

Camera features

Image Sensor	1/2.8" Progressive CMOS	Shutter Speed	1/30 sec. to 1/10,000 sec.
Sensor Resolution¹	5MP (2688 x 1944)	Day/Night	IR-cut filter for day and night function
Lens Type	Varifocal; motorized zoom	IR Cut Filter	Yes
Focal Length	2.8-8mm	IR Range	30m / 98ft
Aperture	F1.3 - F2.4	Minimum Illumination	0.009 lux @ F1.9 (Color) 0 lux with IR Illuminators on
Iris	P-Iris	Onboard Storage	Capacity: From 256GB to 2TB Card: MicroSD, SDXC
Field of View (after LDC²)	Horizontal: 38° - 105° (37° - 84°) Vertical: 29° - 77° (28° - 68°) Diagonal: 48° - 126° (45° - 97°)	CPU	Ambarella CV25S88
Sensor Movement	Tilt: 60° Pan: 355° Rotation: 350°		

Standard video settings

Compression	H.265, H.264	Historical Video Settings	Adaptive quality ¹
Frame Rate³	24fps	Video Streaming Settings	High quality (HQ) - 1,500 Kbps Standard quality (SQ) - 300 Kbps

Standard audio settings

Audio	Supported	Interface	Built-in microphone
Audio Capacity	One-way audio	Effective Range	5m / 15ft

Power and network

Power Input⁴	With IR: IEEE 802.3af Type 1 PoE Without IR: IEEE 802.3af Type 1 PoE Extended temperature range: IEEE 802.3at Type 2 PoE+	Connectivity	RJ-45 cable connector for network/PoE connection; 10/100 Mbps
Power Consumption⁴	With IR: 37-57V, 0.3-0.2A, 10.98W Without IR: 37-57V, 0.13-0.08A, 4.74W Extended temperature range: 37-57V, 0.43-0.28A, 16.03W	RTSP	RTSP 1.0 RFC 2326 Max concurrent streams: 2 Audio support: Yes

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website:

<https://www.verkada.com/blog/recording-in-adaptive-quality/>

2. Lens Distortion Correction (LDC) crops the sensor field of view to deliver a rectified, undistorted output image.

3. Frame rate can be adjusted by support.

4. Extended temperature range includes operating temperatures below -8.5°C / 16.7°F and assumes IR will be enabled.



Outdoor Dome Series Tech Specs



CD52-E

General

Operating Temperature	-40°C to 50°C / -40°F to 122°F	LED Indicator	System power and status indicator
Humidity	0 to 90%	Warranty	10 Years
Certifications	FCC, ICES, CE, UL, CB, NOM, KCC, IP67 weather rating, IK10 impact rating	Included Accessories	Setup guide, wall mount screws and anchors (4x), T10 security torx screwdriver, mounting template, cable gland wrench, desiccant pack, conduit adapter

Mechanical

Weight	Camera: 1070g / 37.74oz Mount plate: 174g / 6.14oz	Body	Aluminum, plastic dome trim
Dimensions	Ø: 155mm / 6.10in, H: 114.6mm / 4.51in with mount plate Ø: 155mm / 6.10in, H: 107.6mm / 4.24in without mount plate		

Software capabilities

Alerts	Camera status, motion detection, people detection, vehicle detection, Person of Interest detection, crowd detection	Streaming and Storage	Cloud backup, configurable retention days, selectable storage location, low bandwidth mode, timelapse, RTSP
People Analytics	People search, attribute search, face search, Occupancy Trends, motion search, trajectory analysis ⁵	Sharing and Privacy	Live Link, privacy regions, audit log
Vehicle Analytics	Vehicle search, attribute search, motion search, trajectory analysis ⁵		

5. Both indoor and outdoor variants of the following camera models support trajectory analysis: CM42, CD22/32/42/52/62, CB52/62, CH52-E, CP52-E and CF81-E (in panoramic-mode only).



Outdoor Dome Series

Tech Specs



CD62-E

Camera features

Image Sensor	1/2.8" Progressive CMOS	Shutter Speed	1/30 sec. to 1/10,000 sec.
Sensor Resolution¹	4K (3840 x 2160)	Day/Night	IR-cut filter for day and night function
Lens Type	Varifocal; motorized zoom	IR Cut Filter	Yes
Focal Length	2.8-8mm	IR Range	30m / 98ft
Aperture	F1.3 - F2.4	Minimum Illumination	0.009 lux @ F1.9 (Color) 0 lux with IR Illuminators on
Iris	P-Iris	Onboard Storage	Capacity: From 512GB to 2TB Card: MicroSD, SDXC
Field of View (after LDC²)	Horizontal: 41° - 116° (40° - 100°) Vertical: 23° - 62° (23° - 57°) Diagonal: 47° - 136° (45° - 106°)	CPU	Ambarella CV22S66
Sensor Movement	Tilt: 60° Pan: 355° Rotation: 350°		

Standard video settings

Compression	H.265, H.264	Historical Video Settings	Adaptive quality ¹
Frame Rate³	24fps	Video Streaming Settings	High quality (HQ) - 3,000 Kbps Standard quality (SQ) - 600 Kbps

Standard audio settings

Audio	Supported	Interface	Built-in microphone
Audio Capacity	One-way audio	Effective Range	5m / 15ft

Power and network

Power Input⁴	With IR: IEEE 802.3af Type 1 PoE Without IR: IEEE 802.3af Type 1 PoE Extended temperature range: IEEE 802.3at Type 2 PoE+	Connectivity	RJ-45 cable connector for network/PoE connection; 10/100 Mbps
Power Consumption⁴	With IR: 37-57V, 0.38-0.25A, 14.2W Without IR: 37-57V, 0.17-0.11A, 6.2W Extended temperature range: 37-57V, 0.53-0.34A, 19.51W	RTSP	RTSP 1.0 RFC 2326 Max concurrent streams: 2 Audio support: Yes

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website: <https://www.verkada.com/blog/recording-in-adaptive-quality/>

2. Lens Distortion Correction (LDC) crops the sensor field of view to deliver a rectified, undistorted output image.

3. Frame rate can be adjusted by support.

4. Extended temperature range includes operating temperatures below -8.5°C / 16.7°F and assumes IR will be enabled.



Outdoor Dome Series Tech Specs



CD62-E

General

Operating Temperature	-40°C to 50°C / -40°F to 122°F	LED Indicator	System power and status indicator
Humidity	0 to 90%	Warranty	10 Years
Certifications	FCC, ICES, CE, UL, CB, IP67 weather rating, IK10 impact rating, IEC60950-1, NDAA, KCC, BIS	Included Accessories	Setup guide, wall mount screws and anchors (4x), T10 security torx screwdriver, mounting template, cable gland wrench, desiccant pack, conduit adapter

Mechanical

Weight	Camera: 994g / 35.06oz Mount plate: 174g / 6.14oz	Body	Aluminum, plastic dome trim
Dimensions	Ø: 155mm / 6.1in, H: 114.6mm / 4.51in with mount plate Ø: 155mm / 6.1in, H: 107.6mm / 4.24in without mount plate		

Software capabilities

Alerts	Camera status, motion detection, people detection, vehicle detection, Person of Interest detection, crowd detection	Streaming and Storage	Cloud backup, configurable retention days, selectable storage location, low bandwidth mode, timelapse, RTSP
People Analytics	People search, attribute search, face search, Occupancy Trends, motion search, trajectory analysis ⁵	Sharing and Privacy	Live Link, privacy regions, audit log
Vehicle Analytics	Vehicle search, attribute search, motion search, trajectory analysis ⁵		

5. Both indoor and outdoor variants of the following camera models support trajectory analysis: CM42, CD22/32/42/52/62, CB52/62, CH52-E, CP52-E and CF81-E (in panoramic-mode only).



Professional video monitoring Stop Crimes in Progress

Verkada's professional video monitoring solution enables organizations to detect and respond to threats as they happen, using only their cameras.



Meet your virtual guard

Professional video monitoring allows organizations to turn their Verkada cameras into a complete, monitored alarm solution - no extra hardware required. Simply select which cameras should be monitored, set an arm/disarm schedule and choose how monitoring agents should respond to a threat, such as remote talk down or notifying police.

How it works

Detect unusual activity

- Choose which cameras should be monitored and when. An alarm is triggered if a person is detected while the system is armed.
- Other Verkada devices, including intrusion sensors, access control and environmental sensors, can also be configured as alarm triggers.

Assess the threat

- Monitoring agents immediately review camera footage to determine if there is a threat to people or property.*
- Video-verification helps to ensure priority police response and screens out false alarms.

Take action

- If there is a legitimate threat, the monitoring agent will immediately notify your call list.
- Agents can also request emergency dispatch or talk down to intruders through an on-site speaker..
- If there is no visible threat, the agent will dismiss the incident.

Key benefits



Detect intruders before they enter your building

Protect your perimeter with cameras that can detect intruders the minute they set foot on your property.



No alarm panel or sensors needed

Use cameras as intrusion sensors and get all the benefits of a monitored alarm system without any extra hardware.



Cut back on expensive in-person guards

Cameras detect intruders and agents can take action, reducing the need for live guards patrolling or watching cameras.



Help get priority police response

Video-verified alarms help the police know that they should respond quickly and helps you avoid false alarm fines.



Take action against intruders immediately

In addition to notifying law enforcement, our agents can talk down to intruders through a powerful speaker to scare them off.

*Professional monitoring with video verification is included in the LIC-BA Standard Alarm License or the LIC-BV Premium Alarm License. One License is required per location, and includes up to 50 monitored cameras. Monitoring is provided by fully redundant, US-based, UL-listed central monitoring stations with Five Diamond Certification from The Monitoring Association. Certified monitoring centers are also available in Canada, the UK and Australia.



Ordering Information

Indoor Dome Series pricing

Model Number	MP ¹	WDR	Lens	IR Range	Onboard Storage	Maximum SQ Onboard Retention ¹	People/Vehicle Analytics	Cost (MSRP) ^{USD}
CD22-256-HW	3.0MP	✓	Fixed	10m / 33ft	256GB	30 Days	-	\$599
CD22-512-HW	3.0MP	✓	Fixed	10m / 33ft	512GB	60 Days	-	\$999
CD22-768-HW	3.0MP	✓	Fixed	10m / 33ft	768GB	90 Days	-	\$1,399
CD32-256-HW	3.0MP	✓	Fixed	15m / 49ft	256GB	30 Days	✓	\$799
CD32-512-HW	3.0MP	✓	Fixed	15m / 49ft	512GB	60 Days	✓	\$1,199
CD32-768-HW	3.0MP	✓	Fixed	15m / 49ft	768GB	90 Days	✓	\$1,599
CD42-256-HW	5.0MP	✓	Fixed	15m / 49ft	256GB	30 Days	✓	\$999
CD42-512-HW	5.0MP	✓	Fixed	15m / 49ft	512GB	60 Days	✓	\$1,399
CD42-768-HW	5.0MP	✓	Fixed	15m / 49ft	768GB	90 Days	✓	\$1,799
CD42-1TB-HW	5.0MP	✓	Fixed	15m / 49ft	1TB	120 Days	✓	\$2,199
CD42-2TB-HW	5.0MP	✓	Fixed	15m / 49ft	2TB	365 Days	✓	\$3,499
CD52-256-HW	5.0MP	✓	Zoom	30m / 98ft	256GB	30 Days	✓	\$1,199
CD52-512-HW	5.0MP	✓	Zoom	30m / 98ft	512GB	60 Days	✓	\$1,599
CD52-768-HW	5.0MP	✓	Zoom	30m / 98ft	768GB	90 Days	✓	\$1,999
CD52-1TB-HW	5.0MP	✓	Zoom	30m / 98ft	1TB	120 Days	✓	\$2,399
CD52-2TB-HW	5.0MP	✓	Zoom	30m / 98ft	2TB	365 Days	✓	\$3,699
CD62-30-HW	8.0MP	✓	Zoom	30m / 98ft	512GB	30 Days	✓	\$1,499
CD62-60-HW	8.0MP	✓	Zoom	30m / 98ft	1TB	60 Days	✓	\$2,399
CD62-90-HW	8.0MP	✓	Zoom	30m / 98ft	2TB	90 Days	✓	\$3,299

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website: <https://www.verkada.com/blog/recording-in-adaptive-quality/>



Ordering Information

Outdoor Dome Series pricing

Model Number	MP ¹	WDR	Lens	IR Range	Onboard Storage	Maximum SQ Onboard Retention ¹	People/Vehicle Analytics	Cost (MSRP) ^{USD}
CD22-256E-HW	3.0MP	✓	Fixed	10m / 33ft	256GB	30 Days	-	\$799
CD22-512E-HW	3.0MP	✓	Fixed	10m / 33ft	512GB	60 Days	-	\$1,199
CD22-768E-HW	3.0MP	✓	Fixed	10m / 33ft	768GB	90 Days	-	\$1,599
CD32-256E-HW	3.0MP	✓	Fixed	15m / 49ft	256GB	30 Days	✓	\$999
CD32-512E-HW	3.0MP	✓	Fixed	15m / 49ft	512GB	60 Days	✓	\$1,399
CD32-768E-HW	3.0MP	✓	Fixed	15m / 49ft	768GB	90 Days	✓	\$1,799
CD42-256E-HW	5.0MP	✓	Fixed	15m / 49ft	256GB	30 Days	✓	\$1,199
CD42-512E-HW	5.0MP	✓	Fixed	15m / 49ft	512GB	60 Days	✓	\$1,599
CD42-768E-HW	5.0MP	✓	Fixed	15m / 49ft	768GB	90 Days	✓	\$1,999
CD42-1TBE-HW	5.0MP	✓	Fixed	15m / 49ft	1TB	120 Days	✓	\$2,399
CD42-2TBE-HW	5.0MP	✓	Fixed	15m / 49ft	2TB	365 Days	✓	\$3,699
CD52-256E-HW	5.0MP	✓	Zoom	30m / 98ft	256GB	30 Days	✓	\$1,399
CD52-512E-HW	5.0MP	✓	Zoom	30m / 98ft	512GB	60 Days	✓	\$1,799
CD52-768E-HW	5.0MP	✓	Zoom	30m / 98ft	768GB	90 Days	✓	\$2,199
CD52-1TBE-HW	5.0MP	✓	Zoom	30m / 98ft	1TB	120 Days	✓	\$2,599
CD52-2TBE-HW	5.0MP	✓	Zoom	30m / 98ft	2TB	365 Days	✓	\$3,899
CD62-30E-HW	8.0MP	✓	Zoom	30m / 98ft	512GB	30 Days	✓	\$1,699
CD62-60E-HW	8.0MP	✓	Zoom	30m / 98ft	1TB	60 Days	✓	\$2,599
CD62-90E-HW	8.0MP	✓	Zoom	30m / 98ft	2TB	90 Days	✓	\$3,499

1. All our cameras record in "adaptive quality," capturing both standard and high quality streams. Standard quality (SQ) video is stored up to the amount of retention specified by the customer. The amount of high quality video stored on the camera will depend on the amount of motion detected by the camera over time. To learn more, visit our website: <https://www.verkada.com/blog/recording-in-adaptive-quality/>



Ordering Information

Video Security Cloud License pricing

Model Number	Description	Cost (MSRP) USD
LIC-1Y	1-Year Camera License	\$199
LIC-3Y	3-Year Camera License	\$549
LIC-5Y	5-Year Camera License	\$899
LIC-10Y	10-Year Camera License	\$1,799

Accessories pricing

ACC-MNT-2	Mounting Arm Kit for Pendant Cap (ACC-MNT-8)	\$89
ACC-MNT-3	Wall Mounted L-Shaped Bracket Kit	\$129
ACC-MNT-7	Angle Mount Kit	\$149
ACC-MNT-8	Pendant Cap Mount Kit	\$69
INJ-POE-PLUS	PoE Plus (802.3at) Injector, GigE	\$129
ACC-MNT-9	Pole Mount	\$209
ACC-MNT-10	Corner Mount	\$199
ACC-MNT-POLE-1	Pole Mount	\$209
ACC-MNT-CORNER-1	Corner Mount	\$199
ACC-CAM-SHIELD-1	Camera Weather Shield	\$79
ACC-MNT-REC-1	Recessed Ceiling Mount	\$149
ACC-MNT-XLARM-1	Large Arm Mount	\$159

Viewing Station pricing

VX52-HW	VX52 Viewing Station	\$499
LIC-VX-1Y	1-Year Viewing Station License	\$499
LIC-VX-3Y	3-Year Viewing Station License	\$1,299
LIC-VX-5Y	5-Year Viewing Station License	\$1,999
LIC-VX-10Y	10-Year Viewing Station License	\$3,999

HOWARD™



Response To
NCPA

For

RFP #45-22

Technology Solutions, Products, & Services
Due:

November 17, 2022 @ 2:00 PM

Presented By

HOWARD
TECHNOLOGY SOLUTIONS

Our Vision and Strategy

We do IT



Letter of Transmittal

November 16, 2022

RE: RFP #45-22: Technology Solutions, Products, and Services

Dear: National Cooperative Purchasing Alliance:

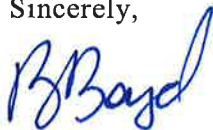
Howard Technology Solutions (a division of Howard Industries, Inc., Federal ID Number **64-0466143** and SPIN **143022153**) (Corporation) is pleased to offer a response to your RFP. Howard Technology Solutions has read and understands the bid and are able to provide the services requested. Howard Technology Solutions, with its 40+ years of manufacturing experience, is well versed in the manufacturing and production of technology products and services.

Howard Technology Solutions, a division of Howard Industries, Inc., was established in 1998 with our parent company being founded in 1968. Howard Technology Solutions currently employs approximately 4,531 employees. Howard Technology Solutions is driven by helping our customers understand technology products and services that could benefit their organizations.

While Howard clients from state governments and hospitals to the Kennedy Space Center, HOWARDedu focuses solely on the needs of K12 schools and higher education facilities, supplying them with affordable, advanced technology – everything from distance learning and interactive 21st Century classroom products to network security and storage solutions.

The office location that will serve as the main point of contact is Howard Technology Solutions at 36 Howard Dr., Ellisville, MS 39437. (Phone) 601.425.3181; (Email) bids@howardcomputers.com. Your point of contact for this RFP is: Brandey Boyd: Bids & Contract Manager, (Phone) 601.399.5831 (Fax) 601.399.5077 (Email) bboyd@howard.com.

Sincerely,



Brandey Boyd
Bids and Contracts Manager
Phone: 601.399.5831
Fax: 601.399.5077
Email: bboyd@howard.com

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TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; 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

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor 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.

Termination

Either party 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.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are 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.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$400 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and 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. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Howard Technology Solutions, a division of Howard Industries Inc.

Company Name

36 Howard Drive

Address

Ellisville

MS

39437

City

State

Zip

601-425-3181

Telephone Number

601-399-5077

Fax Number

bboyd@howard.com


Email Address

Brandey Boyd

Printed Name

Bids and Contracts Manager

Position



Authorized Signature

TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Howard Technology Solutions, a division of Howard Industries Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-145, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions, Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration 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 such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Howard Technology Solutions,
a division of Howard Industries inc
Vendor Name

Matthew Mackel
Name

Brandey Boyd
Name

Director, Business Development
Title

Bids and Contracts Manager
Title

PO Box 701273
Address

36 Howard Drive
Address

Houston, TX 77270
Address

Ellisville, MS 39437
Address


Signature


Signature

December 1, 2022
Date

11/16/22
Date

TAB 3
VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

All 50 States & District of Columbia
 (Selecting this box is equal to checking all boxes below)

- | | | | |
|--------------------------------------|--|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Illinois | <input type="checkbox"/> Montana | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Indiana | <input type="checkbox"/> Nebraska | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Iowa | <input type="checkbox"/> Nevada | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Kansas | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> California | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Michigan | <input type="checkbox"/> New Mexico | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Minnesota | <input type="checkbox"/> New York | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Mississippi | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> D.C. | <input type="checkbox"/> Missouri | <input type="checkbox"/> North Dakota | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Kentucky | <input type="checkbox"/> Ohio | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Oklahoma | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Maine | <input type="checkbox"/> Oregon | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Maryland | <input type="checkbox"/> Pennsylvania | |

All U.S. Territories and Outlying Areas
 (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Mariana Island |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

All Canada Provinces and Territories

(Selecting this box is equal to checking all boxes below)

- | | |
|--|--|
| <input type="checkbox"/> Alberta | <input type="checkbox"/> Prince Edward Island |
| <input type="checkbox"/> British Columbia | <input type="checkbox"/> Quebec |
| <input type="checkbox"/> Manitoba | <input type="checkbox"/> Saskatchewan |
| <input type="checkbox"/> New Brunswick | <input type="checkbox"/> Northwest Territories |
| <input type="checkbox"/> Newfoundland and Labrador | <input type="checkbox"/> Nunavut |
| <input type="checkbox"/> Nova Scotia | <input type="checkbox"/> Yukon |
| <input type="checkbox"/> Ontario | |

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

- Yes Maybe No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

- Yes Maybe No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- | | |
|--|---|
| <input type="checkbox"/> Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise | <input type="checkbox"/> Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business |
|--|---|

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

- N/A, we are a recognized small, MWEB or HUB organization
- No, we do not have any programs in place.
- Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Ellisville,
State of Mississippi.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- Manufacturer Direct Certified education/government reseller
- Authorized Distributor Manufacturer marketing through reseller
- Value-added reseller Other: _____

Processing Contact Information

Contact Person Brandey Boyd

Title Bids and Contracts Manager

Company Howard Technology Solutions, a division of Howard Industries Inc

Address 36 Howard Drive

City/State/Zip Ellisville, MS 39437

Phone 601-399-5831

Email bboyd@howard.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- Yes No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

TAB 4 VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.

Howard Technology Solutions, a division of Howard Industries Inc.

- Brief history of your company, including the year it was established.

Please see the Howard Technology Solutions Executive Summary.

Howard Technology Solutions

Executive Summary

Executive Summary

Howard Technology Solutions is the newest division of Howard Industries, Inc. - a \$1.6 billion privately-held electrical products corporation. Howard Industries was founded in 1968 by Billy and Linda Howard. The Howards have grown their core business - distribution transformers - into the leader of their industry. Today, Howard Industries' Transformer Division is the number one producer of distribution transformers in the United States and is housed in the largest transformer plant in the world - 2.2 million square feet. In addition, the company employs approximately 4,200 employees today.

The Howards have diversified their interest over the years to form their own trucking company - Howard Transportation. Begun in the era of deregulation of the industry to haul Howard's own products, Howard Transportation now carries 60% of its load from companies other than Howard Industries and is one of the leading Southeastern carriers.

Not satisfied with all their success, the Howards again diversified in the early 90's and formed a new division - Howard Lighting Products. This division manufactures and offers a vast selection of high-quality fluorescent and HID (High Intensity Discharge) ballast in addition to lighting products that are ideal for commercial and residential uses. Today, this division has products in use at Johnson Space Center, Kennedy Space Center, Camp Pendleton, CIA headquarters at Langley, Fort Bragg, and numerous other US government facilities.

Finally, the Howards again branched out to form Howard Technology Solutions. Although a new division to the Howards, the manufacturing of personal computers was far from a new venture for Howard Industries. They had been building computers in-house for their own use for approximately 8 years. The decision to branch out and market their products to others was an easy one given the dynamics of the marketplace and the Howard's confidence in their ability to build a business from the ground up.

Today, Howard Technology Solutions has grown at a significant pace and has entered into strategic partnerships with various industry leaders such as Asus, Acer, Dell, Aerohive, Palo Alto, Epson, Samsung, Panasonic, Cisco, Crestron, Extron, HP, Lenovo, Toshiba, Xirrus, Chief, Mimio, FrontRow, and many more, bringing products to a variety of end-users from government and private businesses to educational customers from the K12, higher education, and private sectors. We feel confident in our ability to provide our customers with the products and services they require to meet their technology-related needs as well as providing excellent installation and training services while maintaining our high level of customer service.

Another value-added benefit of Howard is the one-on-one support you will receive from Howard Technology Solutions. From project start to finish, our teams are able to assist our customers

with all their technology needs from design conception through completion. After project completion, our customers can depend on our Customer Service Team and their dedicated Sales Team to help with any issues that may arise. All of our employees are willing and trained to provide excellent customer service and product knowledge for our customers.

- Company's Dun & Bradstreet (D&B) number.
Howard Technology Solutions, a division of Howard Industries Inc
DUNS #04-341-7476
- Company's organizational chart of those individuals that would be involved in the contract.

Please see attached organizational charts for key contact information, beginning next page.

36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

HOWARD[™]
TECHNOLOGY SOLUTIONS

888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

www.Howard.com

A Division of Howard Industries, Inc.

Howard Technology Solutions Organizational Chart and Contacts

Vendor Relations

NAME	NUMBER	EMAIL ADDRESS	TITLE
Susie McCraw	601.399.5678	smccraw@howard.com	Vendor Relations Manager

Bid Services Department

NAME	NUMBER	EMAIL ADDRESS	TITLE
Brandey Boyd	601.399.5831	bboyd@howard.com	Bids and Contracts Manager
Darlene Parker	601.399.5044	darleneparker@howard.com	Bids Specialist
Michelle Brady	601.399.5772	mbrady@howard.com	Bids Specialist

Education Sales Division

NAME	NUMBER	EMAIL ADDRESS	TITLE
David Perkins	601.399.5019	David.perkins@howard.com	Executive Vice President of Sales
Josh Jefcoat	601.310.7346	jjefcoat@howard.com	Vice President of Educational Sales
Chris Lyman	601.399.5812	clyman@howard.com	Higher Ed Sales Manager
Erin Miller	601.399.5720	elmiller@howard.com	K12 Sales Manager
Tania Keyes	601.399.5049	tkeyes@howard.com	K12 Operations Manager
Jennifer Dreager	601.399.5638	jdreager@howard.com	Higher Ed Operations Manager
Ashely Barlow	601.399.5733	abarlow@howard.com	Order Entry

NAME	NUMBER	EMAIL ADDRESS	TITLE
Kim Nowell	601.399.5779	knowell@howard.com	Operations Support

Lindsey Butler	601.399.5687	lbutler@howard.com	Operations Support
Kelsey Breland	601.399.5630	kbreland@howard.com	Operations Support
Teena Johnson	601.399.5058	teenajohnson@howard.com	Operations Support
Migonna Plummer	601.399.5111	mplummer@howard.com	Operations Support
Sharissa McDonald	601.399.5778	smcdonald@howard.com	Operations Support
Tabitha Davis	601.399.5722	tdavis@howard.com	Operations Support

Sales Team – K12 Inside Sales

NAME	NUMBER	EMAIL ADDRESS	TERRITORY
LaDena Lowery	601.399.5720	llovery@howard.com	Louisiana
Kristen Johnston	601.399.5631	kjohnston@howard.com	Arkansas
Jennifer Howard	601.399.5637	jenniferhoward@howard.com	New Jersey
Chris Hamm	601.399.5763	chamm@howard.com	Tennessee
Kristen Hamm	601.399.5834	khamm@howard.com	Florida
Briana Douglas	601.399.5002	bdouglas@howard.com	Mississippi
Hollie McMinn	601.399.5820	hcmminn@howard.com	North/South Carolina
Jonathan Dupree	601.399.5045	jdupree@howard.com	Texas
Kari Thompson	601.399.5067	kthompson@howard.com	Mississippi
Callie Lassiter	601.399.5704	classiter@howard.com	Georgia
Jessica Sullins	601.399.5085	jsullins@howard.com	Georgia
Karly Jones	601.399.5085	kjones@howard.com	California
Jennah Eddins	601.399.5623	jeddins@howard.com	Alabama
Maggie Matherne	601.399.5814	mmatherne@howard.com	Illinois/Ohio
Darlene Jones	601.399.5752	dholifield@howard.com	Alabama

Sales Team – K12 Outside Sales

NAME	NUMBER	EMAIL ADDRESS	TERRITORY
Mike Mizer	931.472.8740	mmizer@howard.com	K12 Regional Manager
Woody Rust	318.349.8349	Woody.rust@howard.com	K12 Regional Manager

Ashley Garrison	504.232.7865	agarrison@howard.com	Louisiana
Shane Knight	501.517.7007	sknight@howard.com	Arkansas
Sydney Patterson	601.577.1275	spatterson@howard.com	Large Accounts - National
Andy Musick	770.323.8692	amusick@howard.com	Georgia
Ryan Vena	856.430.5425	rvena@howard.com	New Jersey
Mike Scherer	865.507.6507	mscherer@howard.com	Tennessee
Yetzi Bones	321.210.9206	ybones@howard.com	Florida
Caleb Yates	662.316.9123	cyates@howard.com	Mississippi
Jaime Palacios	210.727.1197	jpacios@howard.com	Texas
Joseph Brunson	318.265.9704	jbrunson@howard.com	Louisiana/Arkansas/Texas
JD Detwiler	704.572.2217	jdetwiler@howard.com	North/South Carolina
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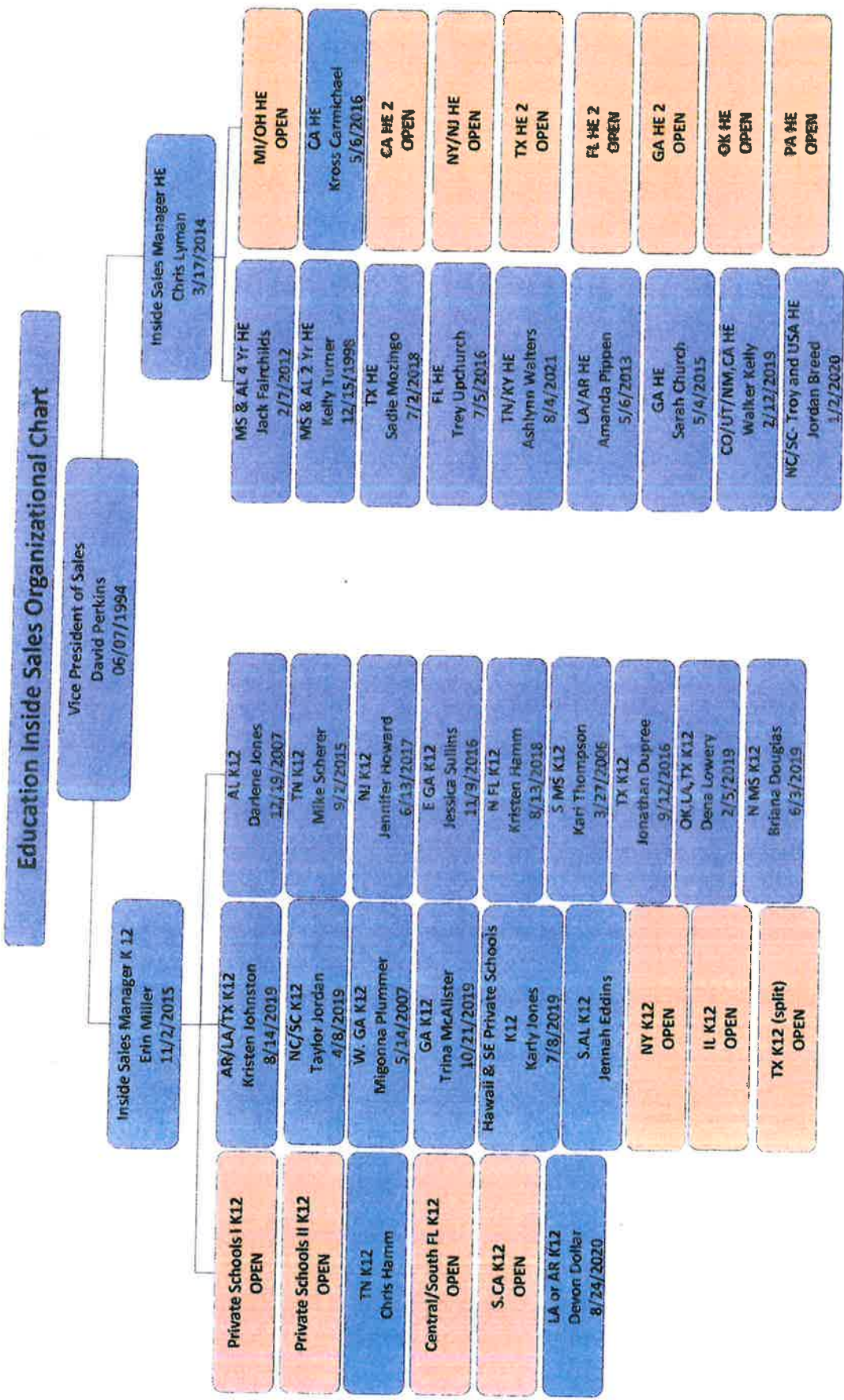
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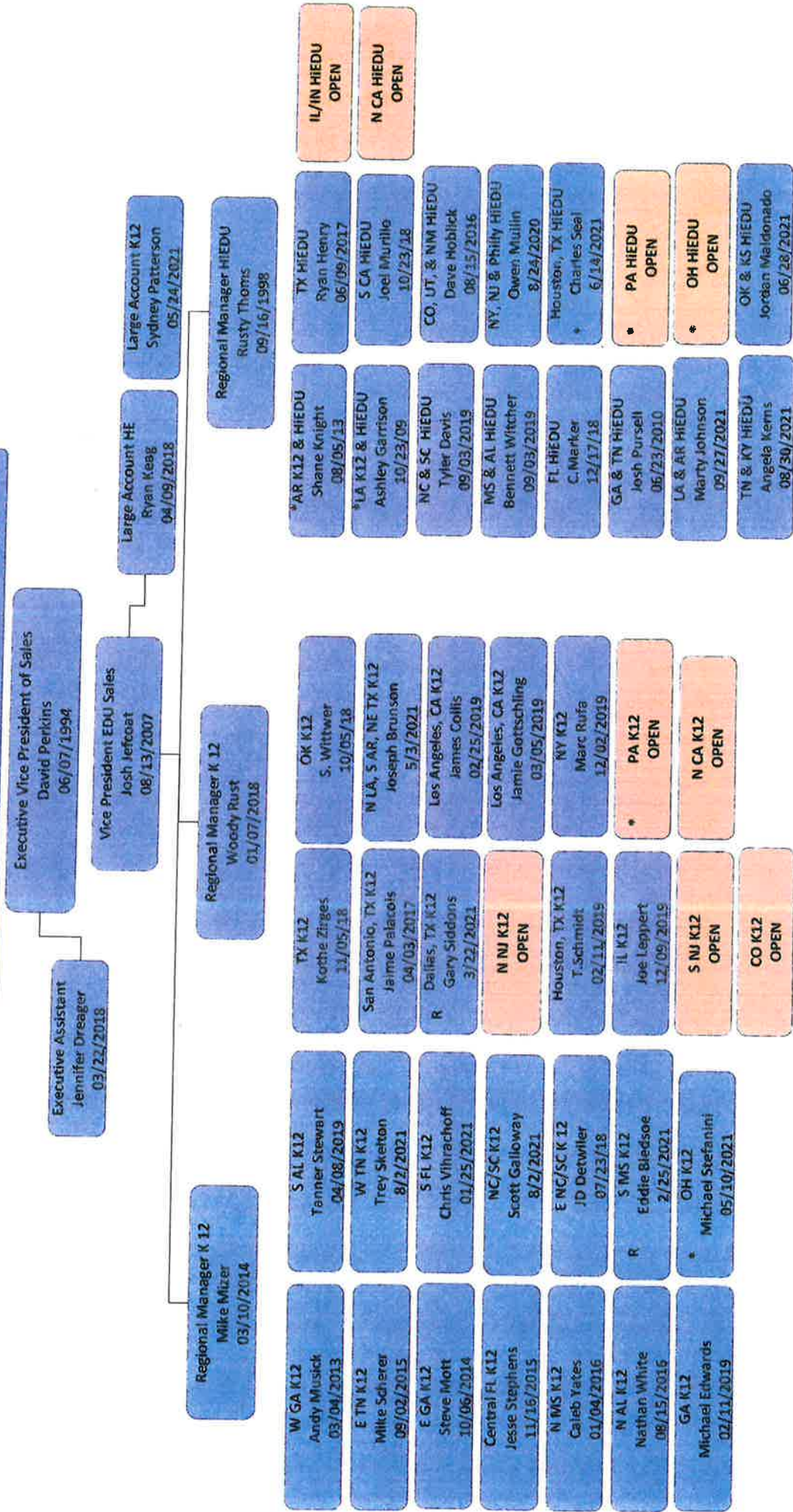
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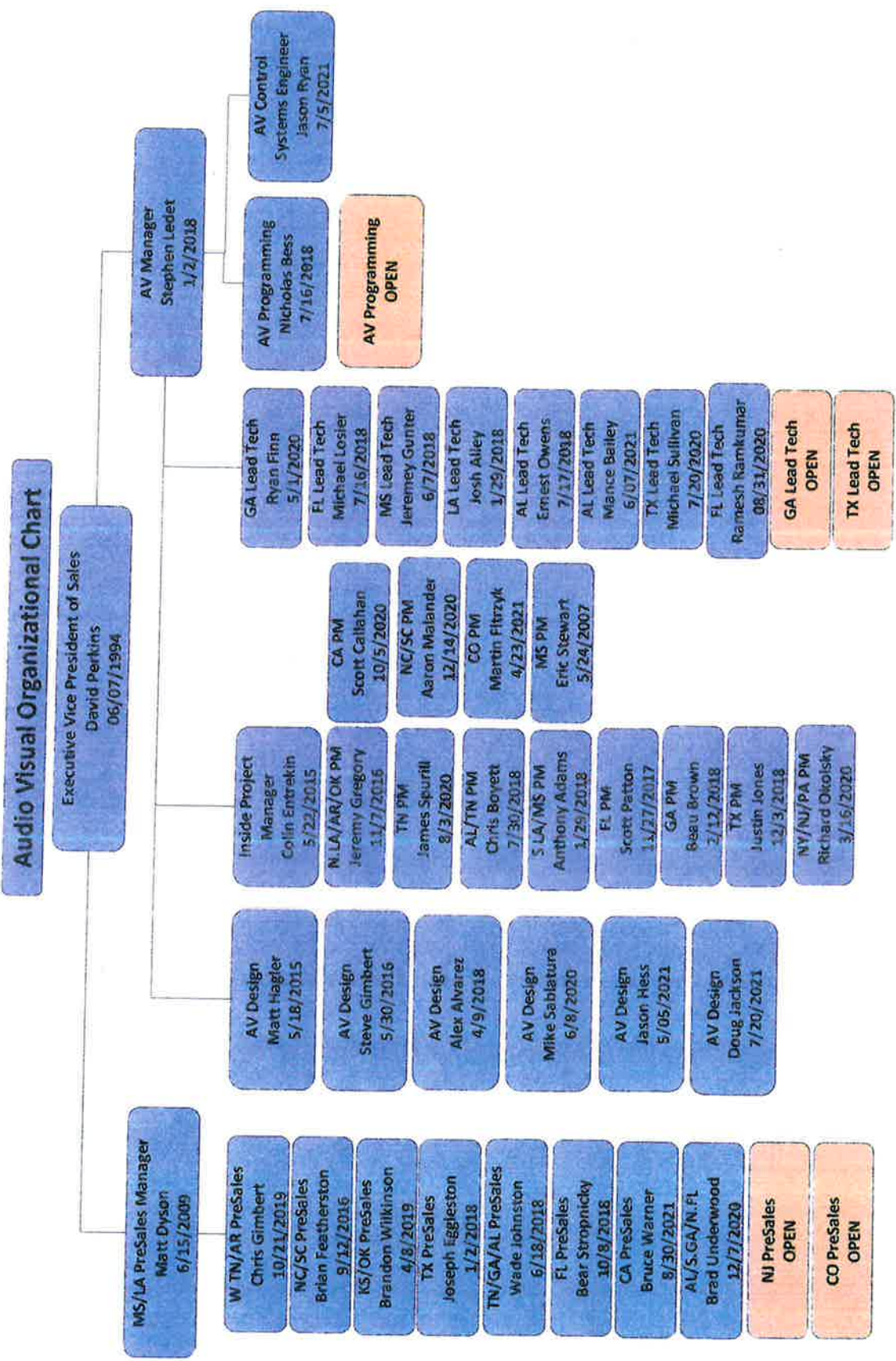
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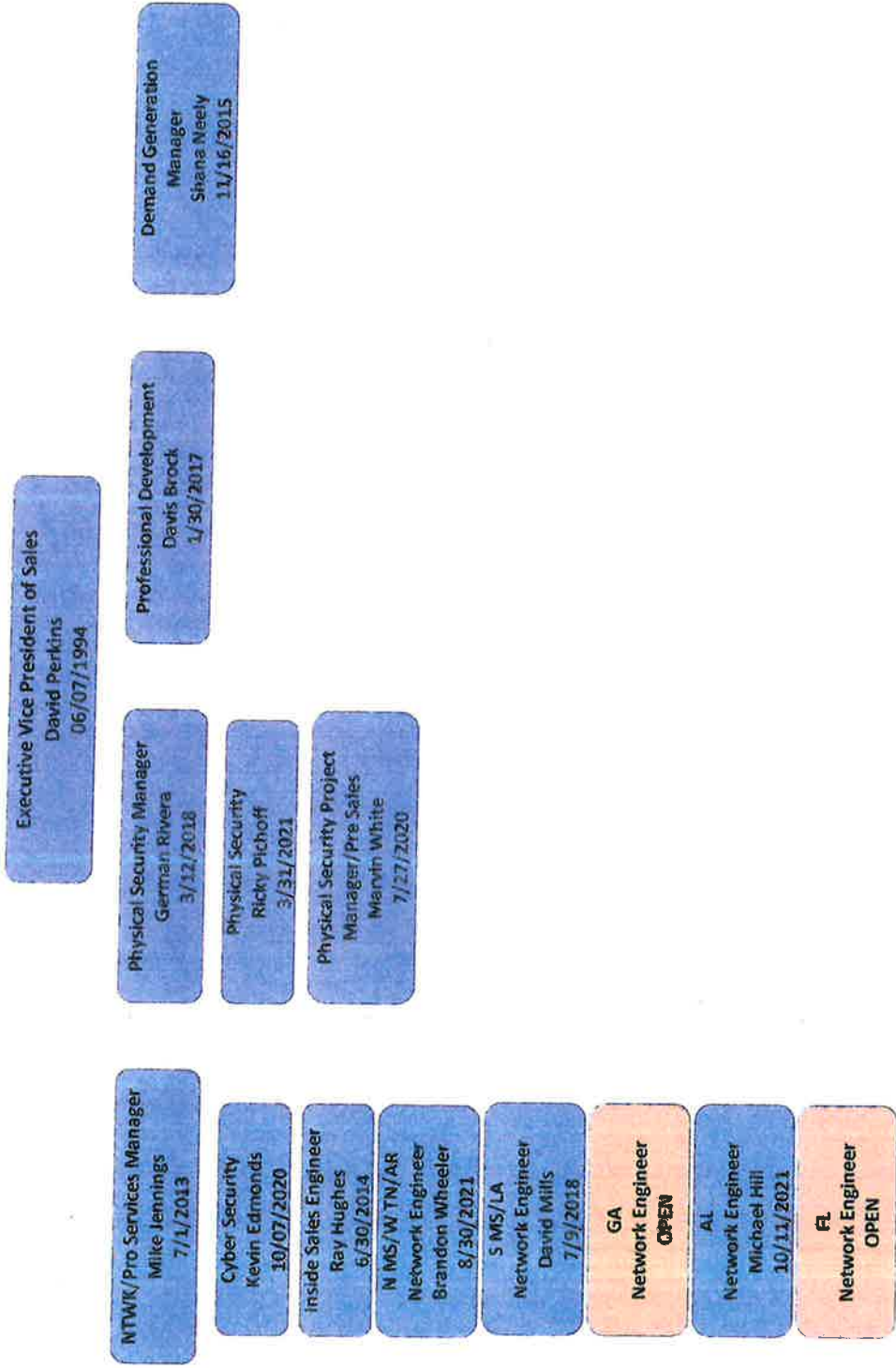


Education Outside Sales Organizational Chart





Networking/Physical Security/Professional Development Organizational Chart



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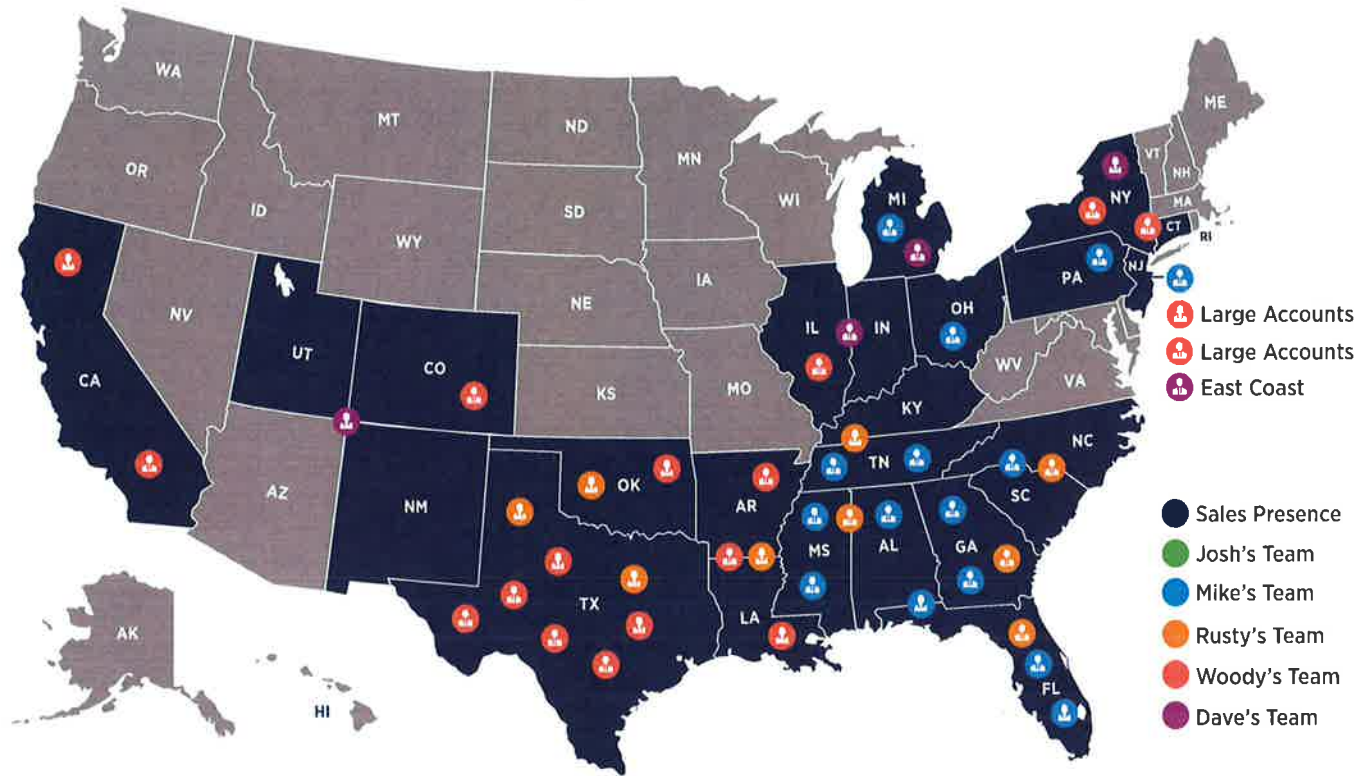
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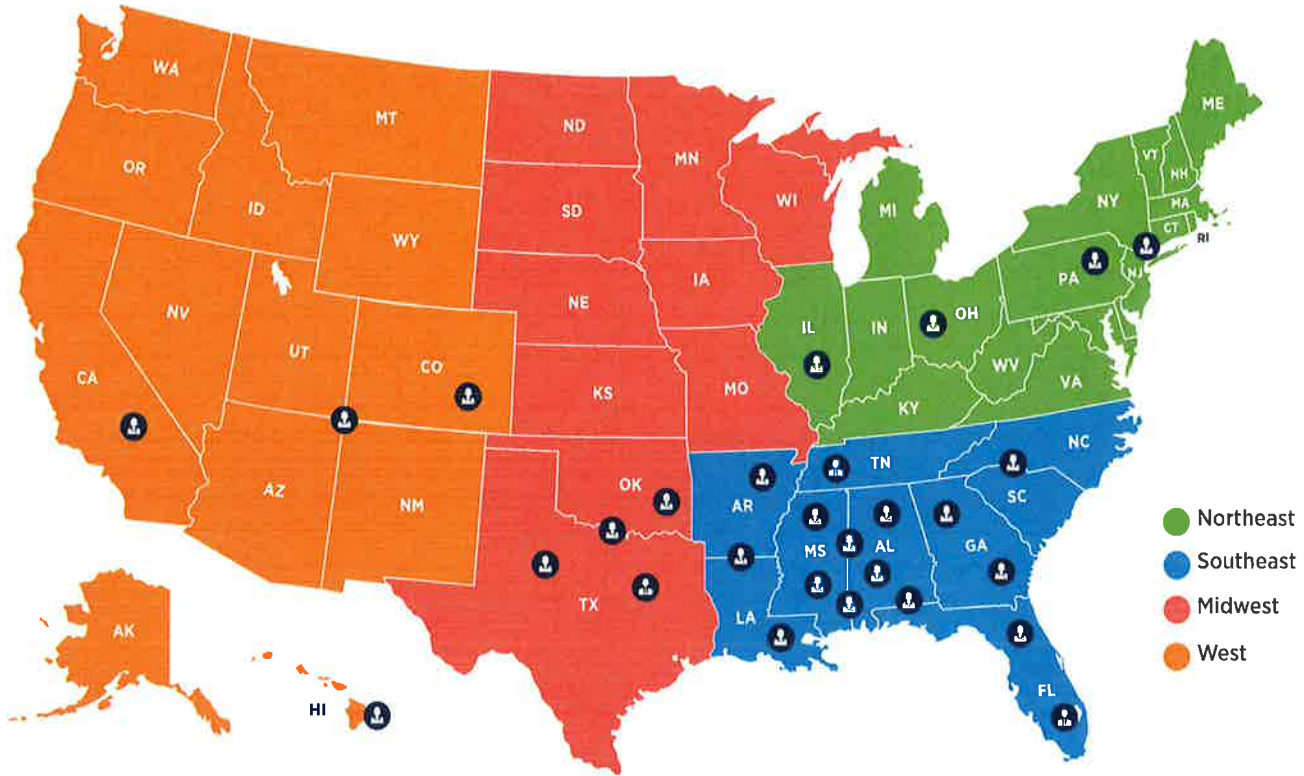
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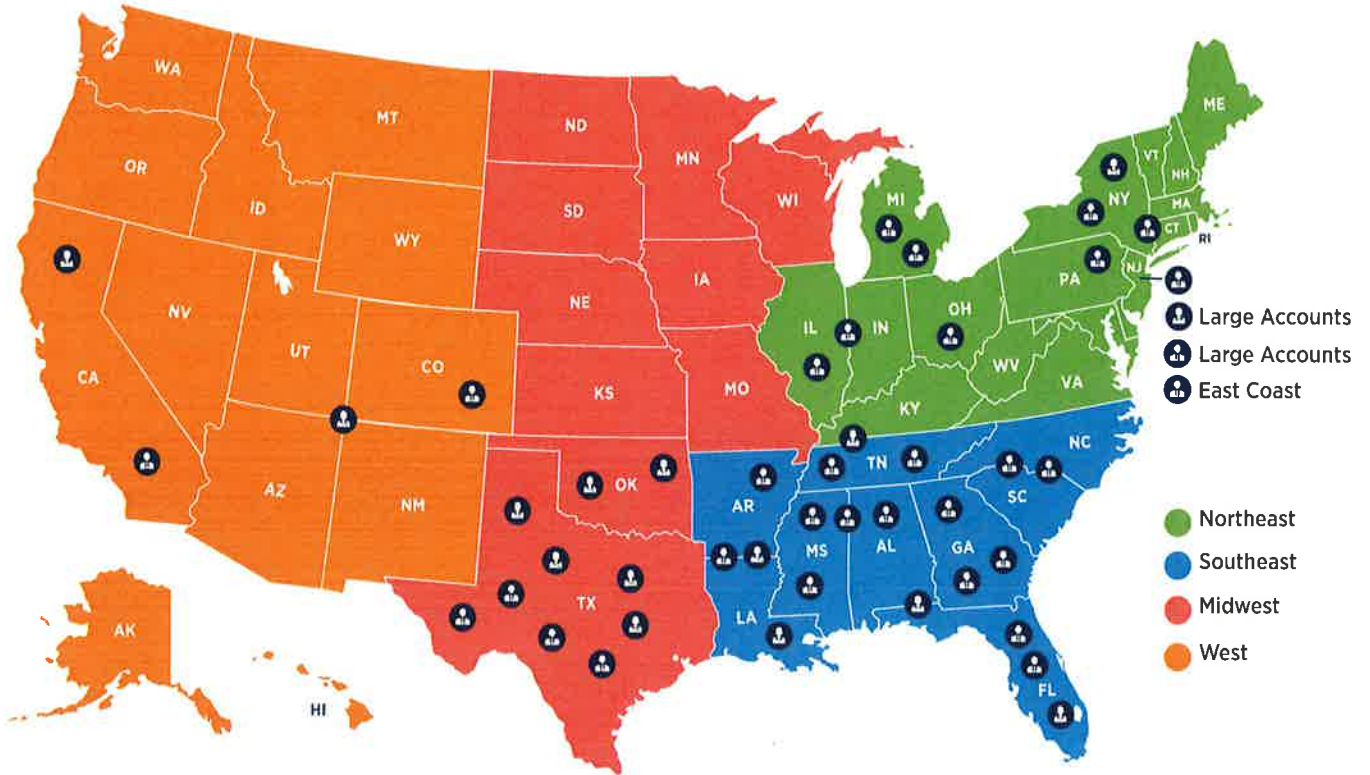
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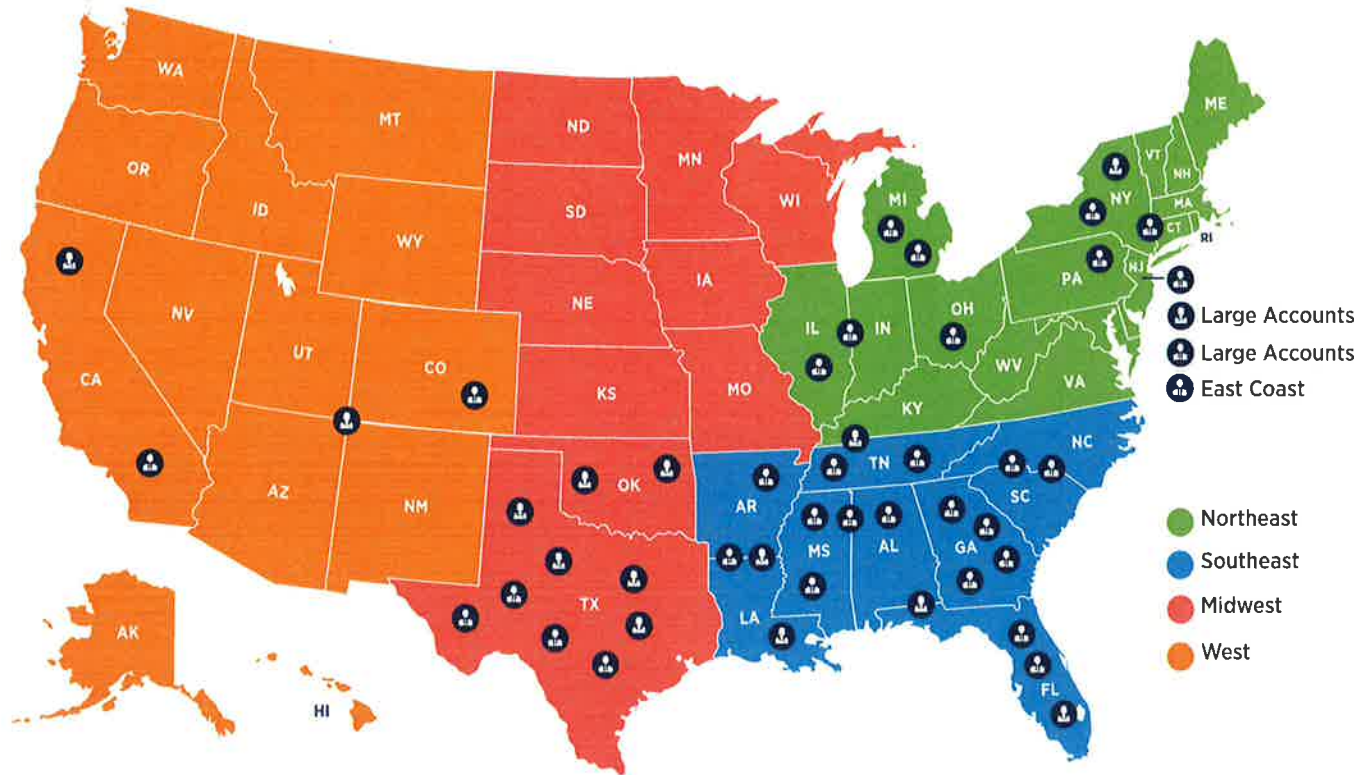
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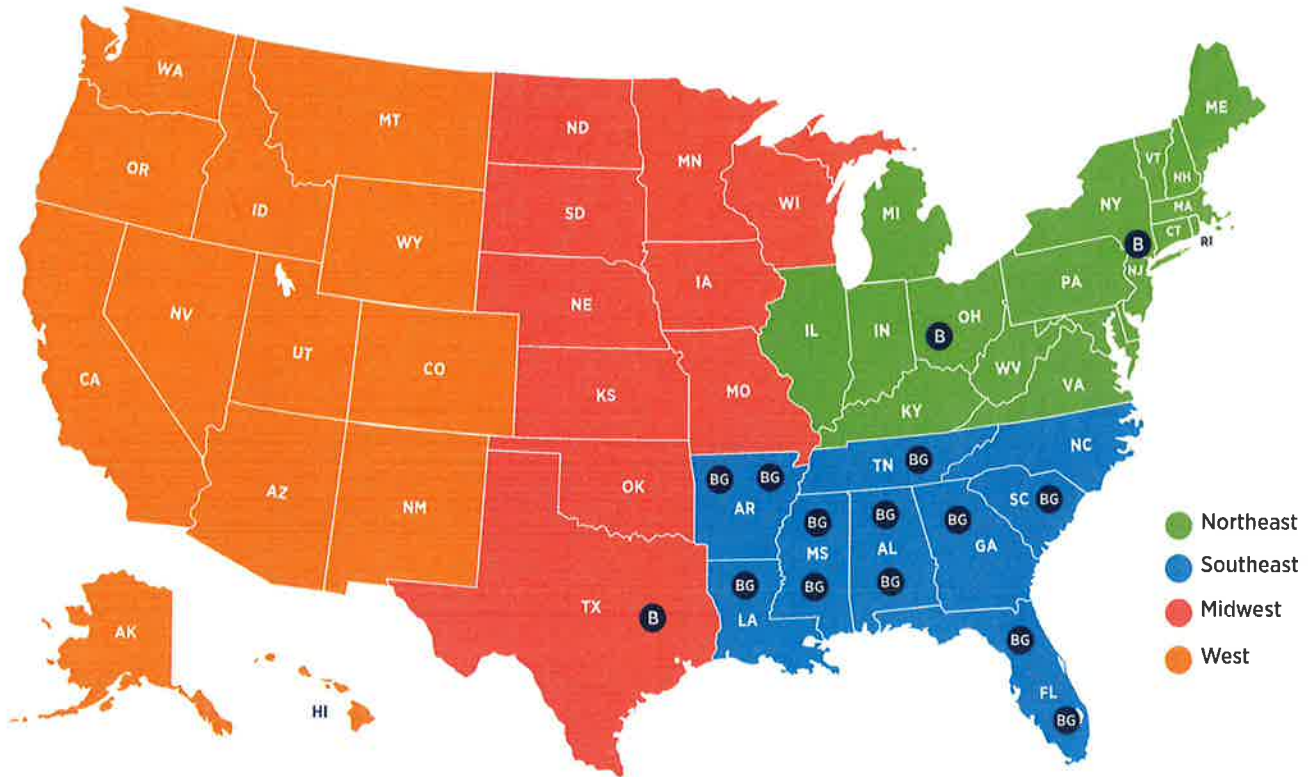
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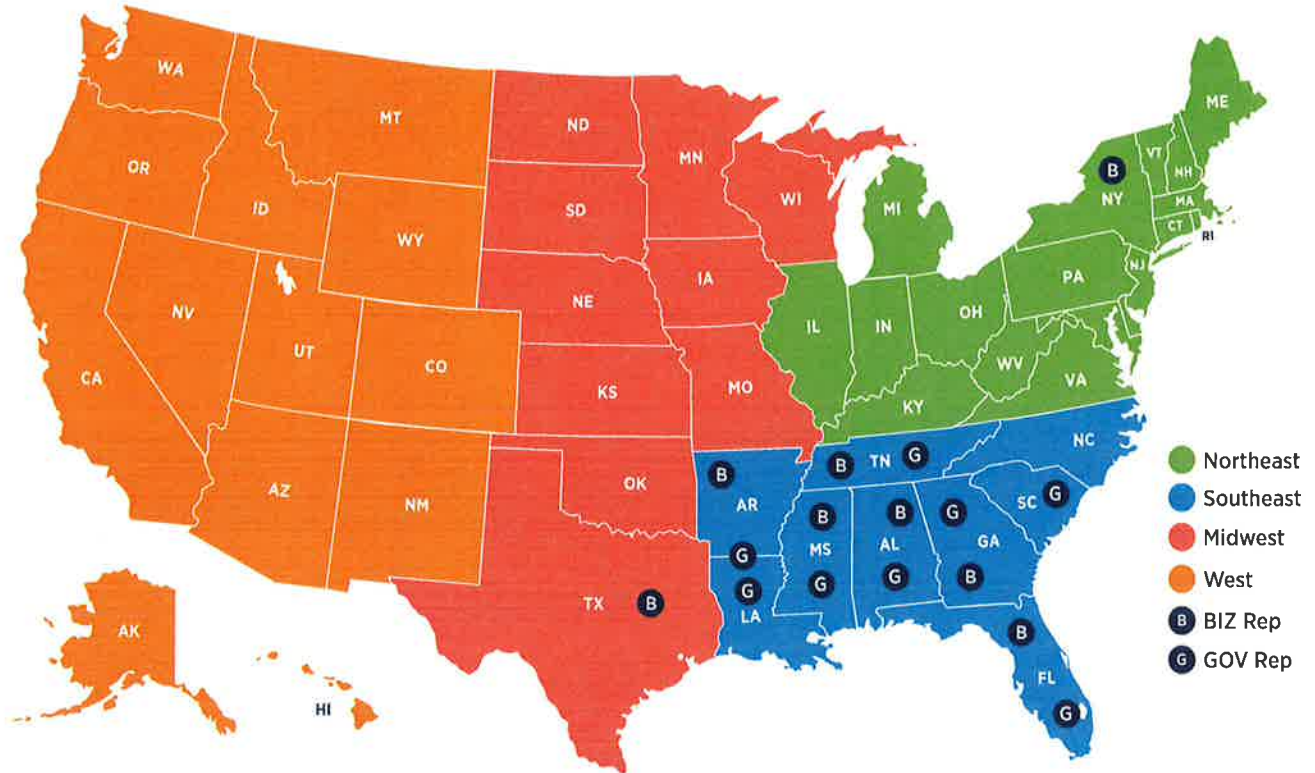
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- MN/WI - Justin Paulson
- MT/ND/SD Northern Plains - OPEN

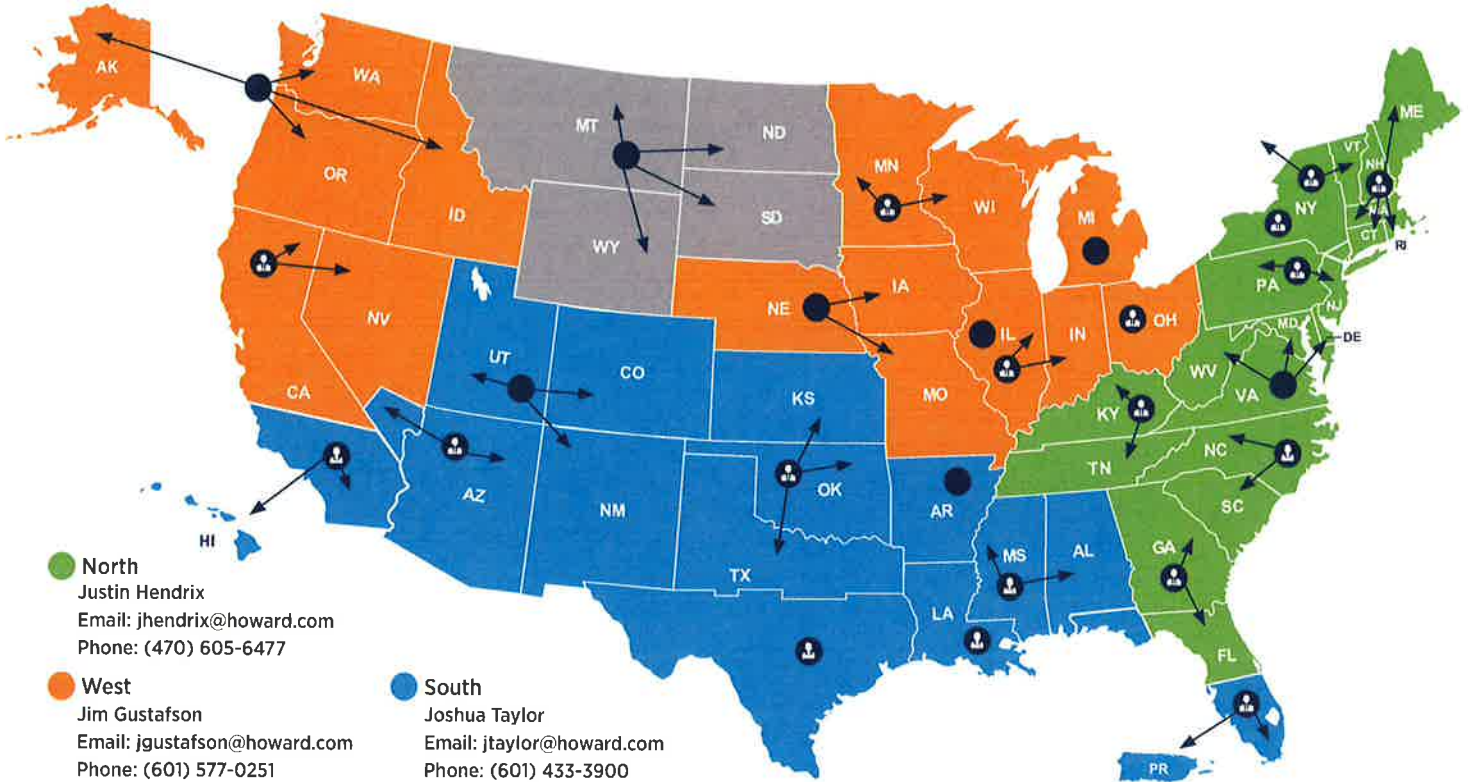
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Michigan

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Email:
Phone:

Kentucky & Tennessee

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Phone: (601) 470-2047

Pennsylvania & New Jersey

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Phone: (412) 297-2808

West Virginia, Virginia, Maryland, DC & Delaware

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Email:
Phone:

South Carolina & North Carolina

Rep Name: Amber Brown
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Maine, New Hampshire, Massachusetts, Rhode Island, & Connecticut

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Georgia & Florida

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Email:
Phone:

Mississippi, Alabama, & Florida

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Texas

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Phone: (601) 658-7435

Oklahoma, Kansas, & Texas

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South Florida & Puerto Rico

Rep Name: Mark Ruotolo
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Utah, Colorado, & New Mexico

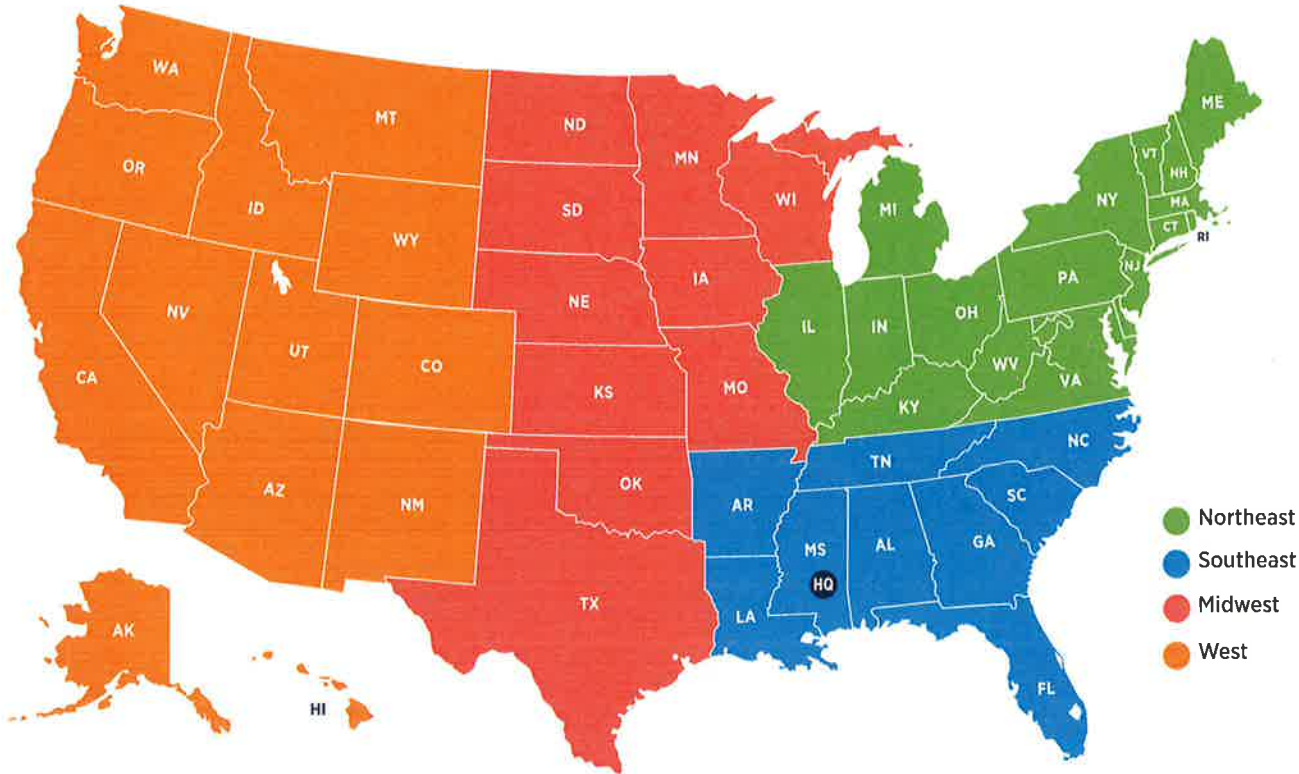
Rep Name:
Email:
Phone:

Southern California, Hawaii

Rep Name: Kim Sehon
Email: ksehon@howard.com
Phone: (949) 274-2109

Montana, North Dakota, South Dakota, & Wyoming

Rep Name:
Email:
Phone:



- Northeast
- Southeast
- Midwest
- West

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Rep Name: Teena Johnson
 Email: teenajohnson@howard.com
 Phone: (601) 399-5058

Support | Operation Support, Project Support
Rep Name: Kim Nowell
 Email: knowell@howard.com
 Phone: (601) 399-5779

Support | Operation Support, Project Tracking
Rep Name: Erin McCullum
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Support | Order Entry/Revisions
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 Phone: (601) 399-5754

Support | Order Entry/Revisions
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 Phone: (601) 399-5733

Support | Quote Tech, Sales Support
Rep Name: Kaylee Coker
 Email: kcoker@howard.com
 Phone: (601) 399-5833

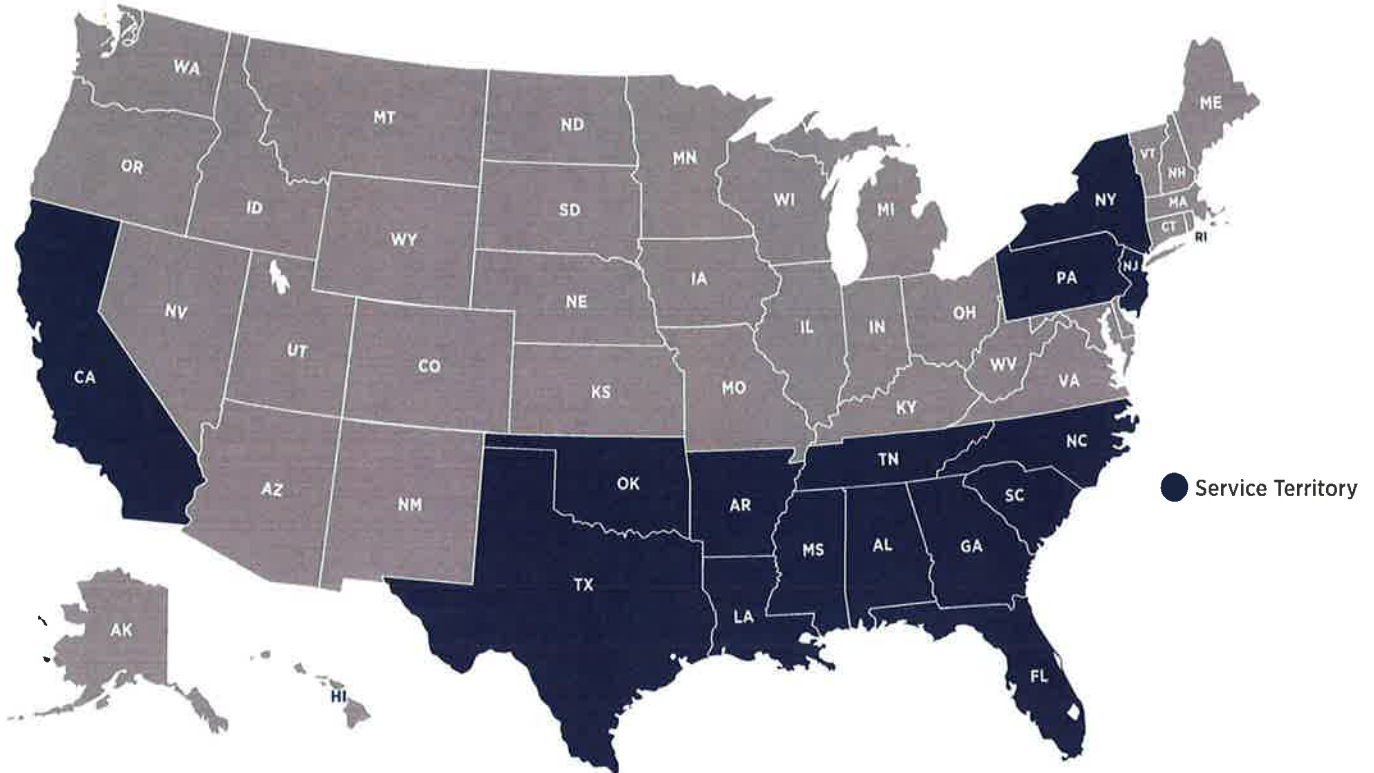
Support | Quote Tech, Sales Support
Rep Name: Sharissa Reeves
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Support | Quote Tech, Sales Support
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Support | Quote Tech, Sales Support
Rep Name: Maria McGee
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 Phone: (601) 399-5702

Support | Quotes, Bids, Support
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Support | Quote Tech, Sales Support
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 Phone: (931) 286-8217

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 Cell: (601) 470-1777

Network Manager

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 Cell: (228) 223-3542

AV Operations Manager

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 Email: aadams@howard.com
 Cell: (504) 494-3804

Pro Services Manager

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AV Operations Manager

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 Phone: (504) 494-3804

Project Manager (Inside)

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Control Systems Programmer

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Field Service Tech

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Phone: (251) 234-2395

Technical Sales Specialist

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Phone: (601) 577-0039

Technical Sales Specialist

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Email: ehaynes@howard-medical.com
Phone: (817) 938-4413

Technical Sales Specialist

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Email: mbaker@howard-medical.com
Phone: (601) 323-6303

36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

HOWARD[™]

TECHNOLOGY SOLUTIONS

www.Howard.com

A Division of Howard Industries, Inc.

888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Howard Risk Advisors, LLC 4906 Ambassador Caffery Pkwy Bldg B Lafayette, LA 70508 Judi Louviere 337-704-0616	CONTACT NAME: Marie Angelle PHONE (A/C, No, Ext): 337-704-0616 FAX (A/C, No): 337-704-0417 E-MAIL ADDRESS: mangelle@howardrisk.com <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Harleysville Ins\Aspen Special</td> <td>10674</td> </tr> <tr> <td>INSURER B : Great American Assurance Co.</td> <td>26344</td> </tr> <tr> <td>INSURER C : Westchester\Axis\Colony Ins.</td> <td>10172</td> </tr> <tr> <td>INSURER D : Great American Alliance Ins Co</td> <td>26832</td> </tr> <tr> <td>INSURER E : AIG Specialty Ins. Co./Markel</td> <td>26883</td> </tr> <tr> <td>INSURER F : Colony Insurance Company</td> <td>39993</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Harleysville Ins\Aspen Special	10674	INSURER B : Great American Assurance Co.	26344	INSURER C : Westchester\Axis\Colony Ins.	10172	INSURER D : Great American Alliance Ins Co	26832	INSURER E : AIG Specialty Ins. Co./Markel	26883	INSURER F : Colony Insurance Company	39993
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INSURED Howard Technology Solutions a division of Howard Industries, Inc. P.O. Box 1588 Laurel, MS 39441															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			SEE NOTEPAD	08/30/2022	08/30/2023	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input checked="" type="checkbox"/> Products Liab						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 4,000,000		
	OTHER:					\$		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CAP4055262-01	07/31/2022	07/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	DEDUCTIBLE \$ \$1K/\$1K							PROPERTY DAMAGE (Per accident) \$
						\$		
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		VARIOUS (SEE NOTEPAD)	08/30/2022	08/30/2023	EACH OCCURRENCE \$ 30,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	AGGREGATE \$ 30,000,000
	DED \$	RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCE744721-01	07/31/2022	07/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N N	N/A				<input checked="" type="checkbox"/>	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber/Tech E&O			014719352/MKLV4XE000047	07/31/2022	07/31/2023	Each Occ 4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GL, Auto & Umbrella policies incld Bikt Add'l Insd & WOS. GL policy incld Add'l Insr Vendors Coverage & Primary Ins Endt. WC incld Bikt WOS. Policies incld 30 DNOC. All where required by written contract.(SEE ATTACHED NOTEPAD)

<p>CERTIFICATE HOLDER</p> <p style="text-align: center;">NCPA001</p> <p>NCPA PO BOX 701273 Houston, TX 77270</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
---	---

- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.

Howard Technology Solutions is located at 36 Howard Drive, Ellisville, MS. This headquarters location is used to service all fifty states and the District of Columbia.

- List the names of key contacts at each with title, address, phone and e-mail address.

Please see attached organization charts from previous page for key contact information.

- Define your standard terms of payment.

Howard Technology Solutions' standard payment terms is net 30 from date of invoice.

- Who is your competition in the marketplace?

Howard Technology Solutions' key competitors include CDWG, Tiger Direct, GovConnect, etc.

- What differentiates your company from competitors?

Howard Technology Solutions is a complete solutions provider. What sets us apart is our ability to gain a seat at the table to become a trusted consultant who readily shares knowledge, insight, and will answer questions without any expectations, rather than simply being a sales company. Our associates look to assist customers in finding information needed to make an informed decision on the products and

services they require. HTS desires to assist our customers in structuring a plan around product needed and a solid solution rather than just waiting a sale or purchase order. We endeavor to become our customers' trusted source of knowledge without any pressure to purchase.

- Describe how your company will market this contract if awarded.

Please see our Howard Technology Solutions NCPA Marketing Plan.

36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

HOWARD[™]
TECHNOLOGY SOLUTIONS

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888.323.3151 technical support

www.Howard.com

A Division of Howard Industries, Inc.

Howard Technology Solutions

NCPA Marketing Plan

Howard Technology Solutions proposes the following marketing plan as required by this RFP. As with all products and services offered by Howard, the marketing plan can be customized to each NCPA member's specific needs. The marketing department at Howard has the flexibility to adapt and modify plans to meet all customer requirements.

HTS focuses on the customer and their organization needs first. Howard understands the establishment of a positive customer relationship is a beneficial part of adequately serving the customer. Through the growth of this relationship, Howard will be more knowledgeable of the customer's needs and will be able to customize the marketing plan further, thus ensuring the customer's specific needs are met.

As with any marketing campaign, Howard will begin with the press release to announce the partnership between NCPA and Howard Technology Solutions. The press release will be sent to all NCPA members as well as local, regional, and statewide publications. Press releases are drafted by Howard's on-staff copywriter and submitted to a third-party press release company who distributes them through various channels. The press release is also shared on Howard's social media pages to further distribute the partnership. Howard will follow the press release with other modes of marketing such as direct face-to-face contacts, direct mailings, email blasts, and tradeshow participation. Below you will find further explanation of each type of marketing effort.

A. Face-to-Face

Howard Technology Solutions understands that no two customers are alike. This is why multiple methods of direct marketing must be used. While Howard will use traditional methods of direct marketing along with today's current trends in electronic commerce, the preferred method used by Howard will be Face-to-Face contact with NCPA members.

Howard Technology Solutions is convinced that the best way to serve our customers is to get to know them by developing genuine personal relationships through face-to-face communications. Howards' Field Sales

Representatives take great pride in establishing true working relationships, visiting customers, and discussing needs in person. Through this firsthand collaboration, Howard is able to obtain a greater understanding of our customer's needs and ultimately provide services at the highest levels possible.

Howard Technology Solutions' Sales Representatives will make contact with NCPA members at the earliest onset of contract approval. Each Howard

representative will be responsible for initial contacts and scheduling visits with NCPA members. Howard maintains a call report so that any follow up actions can be documented and handled in a timely manner. Each Howard Field Representative has an assigned inside sales representative that will assist them with any and all requests for information and quotations of systems. The inside sales representative will be the main channel of information for both the Field Representative and the NCPA member. The inside sales representative will be available at all times to generate new quotes or check the status of pending quotes and orders.

Howard Technology Solutions believes that the joint effort between Field Representatives and inside sales representatives are the most important part of the working relationship between NCPA members and Howard Technology Solutions. By establishing knowledgeable relationships, Howard can provide NCPA members with the highest level of service offered in the industry.

B. Direct Marketing

Email Campaigns - Howard's preferred method of direct marketing will be email campaigns. These campaigns allow Howard to offer NCPA members special pricing on systems and other technology products in a timely and cost-effective manner. All of these specials will be linked to the NCPA dedicated website. Howard will seek the approval of the NCPA Contract Administrator as needed before sending any communication to NCPA customers.

Website Campaigns - All NCPA members will have access to the dedicated NCPA website. This website is a full-feature site with secure log-in, order and quote status tracking, account history, product/promotional update banners, and customer specific specials. Howard will make all available promotions accessible via the NCPA website for customers to view. Howard will seek the approval of the NCPA Contract Administrator before making any changes to the NCPA website.

Direct Mail (print) - Howard Technology Solutions understands that customers are frequently bombarded with printed direct mail campaigns. For this reason and because Howard strives to be environmentally friendly, Howard will reserve printed direct mail campaigns for prospective customers who request hard copies on topics of interest. Occasionally these campaigns will be in conjunction with vendors such as Intel or Microsoft and will often include a new product offering.

C. Physical and Virtual Tradeshows

Howard Technology Solutions will provide NCPA members the unique opportunity to attend virtual tradeshows. These online environments help to eliminate the growing cost of travel while lowering both tangible and intangible expenses associated with traditional tradeshow attendance. Howard hopes to better serve the NCPA members by offering the same high-quality exhibit information in a three-dimensional format that includes customized virtual booths, product demonstrations, literature downloads, and interactive chat.

Howard Technology Solutions uses three channels for tradeshow and event selection.

Customer Referral - Howard Technology Solutions strives to participate in the shows and events that are important to our customers. Howard will listen and respond to customer requests regarding the types of events in which to participate in their area. The most important channel to Howard Technology Solutions has always and will continue to be customer referrals.

Internet Research - Howard Technology Solutions tradeshow and events personnel will use the Internet as a tool to locate and evaluate the multitude of tradeshows and events sponsored by organizations and committees sanctioned by NCPA members and their associated states.

Vender Programs - Howard Technology Solutions participates in many events in conjunction with some of its leading vendors including Intel, Microsoft, Lenovo, Panasonic, and many more. These shows are beneficial to both Howard and the NCPA organizations it serves providing new product demonstrations and training delivered by industry experts.

Howard Technology Solutions feels that one of its greatest strengths lies in its ability and willingness to handle a variety of types and sizes of tradeshows. The dedicated tradeshow department at Howard is currently responsible for the logistics and management of over one hundred shows annually. Each show/event is given the utmost attention ensuring the proper equipment and personnel are available to bring the most timely and relevant information to attending customers. Howard is deeply involved in each tradeshow and event that it attends and can assist event coordinators by obtaining keynote speakers, presenters, and sponsors for the event.

- Describe how you intend to introduce NCPA to your company.

Our Howard Technology Solutions Bid Services Department is utilized to, among other things, educate our sales teams on the selling vehicles they have at their disposal. We incorporate one-on-one trainings with new representatives as well as small group refreshers with our sales representatives and their managers to go over procedures, boundaries, territories, products, and pricing for each active contract which HTS holds. We have incorporated Smartsheet into our contract management which allows our sales representatives to have access to all contract information twenty-four-seven. Automated emails are sent to the sales representatives to announce new contract partnerships, including pertinent information such as pricing sheets and marketing materials, and other documentation as well as the web address where Howard customers may be directed for the most up-to-date contract information.

- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Howard Technology Solutions is fully capable of establishing a dedicated NCPA website that will always be available for immediate usage, barring any scheduled maintenance upgrades. Notice of such upgrades will be sent at least 24 hours in advance of the outage, and will only be performed during the early morning hours (i.e. 12AM to 2AM Central).

Howard Technology Solutions currently has a functioning NASPO (formerly WSCA) site available at <https://www.howardcomputers.com/naspo/index.cfm> in conjunction with our NASPO contract that can be viewed to see what our website design provides. Howard Technology Solutions offers a variety of value-add contract website capabilities including:

- a. A complete PSS, easily identifying the brand, spec, and price for all products.
- b. Product specs, pricing and configuration aids for major product categories to obtain online quotes
- c. Online ordering with multiple *ship to* capability
- d. Printing and reprinting of invoices for online orders
- e. Service options and agreements
- f. Contact information for orders, service, problems, and billing issues
- g. Sales representatives for participating entities
- h. Purchase order tracking
- i. Links to environmental certifications
- j. Links to additional environmental programs

The Howard Technology Solutions NCPA site will include all of our agreed upon product offering, an online configurator to configure said products, an online quote

generation utility to save quotes for later retrieval, and an online ordering system for immediate processing of all items. In addition, all contact information, service agreements, order tracking, and product specifications will be available on the website. We will provide the following sites to NCPA members:

1. Administration site:

This site will allow NCPA members to review dynamic and static reports, track Orders by Company, Order Number, PO Number, State; Review Quote to Order Ratios based on type of system, state, company and the ability to review tracking information on orders.

2. Purchasing site:

This site will allow for custom systems that are fully configurable, the ability to quote and order the system via credit card or purchase order, and track the status of the order once placed.

Electronic Processing

Howard Technology Solutions offers an online ordering system that allows purchases via credit card (Currently Visa, MasterCard, Discover, and American Express) and purchase order. If the method of payment is a purchase order, a copy of the purchase order must be received before the order is processed. We accept fax, email, and postal mail as methods of purchase order delivery.

In addition to our HTML based Online Ordering System, Howard Technology Solutions is pleased to offer an XML-based punch-out system based on the CBL standard. Our capabilities include: downloading product configurations, requesting quotes for a configuration, submission of an order by credit card and purchase order, and acknowledgements of all transactions. We currently offer this system to the State of Louisiana and would invite the opportunity to work with other agencies to seamlessly integrate into their accounting systems.

Howard Technology Solutions utilizes Harbinger Trusted Link EDI Translation Software, Harbinger Trusted and Link Commerce, Windows 6.10. For EDI Mapping, Howard Technology Solutions utilizes EDIMAP and TLC Workbench. EDI standards followed by Howard Technology Solutions are as follows: 2001, 2002, 2003, 2040, 3010, 3020, 3040, 3050, and 4010.

Auditing:

The Howard Technology Solutions order system verifies all quotes before they are saved to ensure that all applied discounts are correct. Once a quote is turned into an order, the system again verifies that the discounts are applied and that pricing is accurate. Howard Technology Solutions' order entry personnel compare the order to the original quote to ensure that all pricing and components are correct. Once the

product is shipped, an Invoice is generated and is compared to the order and the Bill of Lading to ensure that all pricing and components are correct.

Howard Technology Solutions will audit the system on a monthly basis for the NCPA contract.

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Howard Technology Solutions has a dedicated customer service department that is 100% US based and is located at our corporate headquarters in Ellisville, Mississippi. Our sales representatives can be reached Monday through Friday, 8am to 5pm CST. Our Customer Service Department is available twenty-four hours a day, 365 days a year.

- Green Initiatives (if applicable) As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Howard Technology Solutions is dedicated to conserving the environment. All of our products meet energy star requirements and most all meet the EPEAT guidelines. We also have a recycle program. Full details can be found on our website at www.howardcomputers.com

- Anti-Discrimination Policy (if applicable)
 - Describe your organizations anti-discrimination policy.

Please see attached Equal Employment Opportunity Policy

Howard Technology Solutions

Development of

Equal Employment Opportunity Policy

It is the policy of Howard Industries, Inc. to effect equal employment opportunities for all employees and applicants for employment without regard to race, religion, color, sex, age (40 and above), national origin, disability or veteran status in regard to any position for which the employee or applicant for employment is suited.

All management officials are expected to set an example by making good faith efforts, on a continuing basis, to attract minority and female applicants for all employment classifications. In addition, our Human Resources' staff should review at least annually personnel policies and practices to ensure that equal employment opportunity is being implemented actively and that no employee or applicant for employment shall suffer any form of unlawful discrimination.

It is the responsibility of all managers and supervisors to ensure that hiring, promotion, discipline and other personnel decisions, as well as access to Company-sponsored training, educational, social and recreational programs, are in accord with principles of equal employment opportunity by imposing only requirements which are job-related and that all employment decisions comport with the principle of equal employment opportunity. Employees and applicants for employment shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities: (1) filing a complaint; (2) assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended, or any other Federal, state or local law requiring equal opportunity for special disabled veterans or Vietnam era veterans; (3) opposing any act or practice made unlawful by VEVRAA; or (4) exercising any other right protected by VEVRAA or its implementing regulations.

Equal opportunity can only be achieved through demonstrated leadership and aggressive implementation of a viable Affirmative Action Program. Our Affirmative Action Program sets forth specific affirmative action and equal employment opportunity responsibilities for managers, supervisors, and all employees. All employees are expected to make every reasonable effort to carry out their Affirmative Action Program responsibilities in spirit as well as in letter to assure that equal opportunity is available to all. We further expect employees to demonstrate sensitivity to and respect for all other employees and to demonstrate commitment to Howard Industries, Inc.'s equal opportunity and affirmative action objectives.

The responsibility for ensuring compliance and continued monitoring and reporting procedures of Howard Industries, Inc.'s Affirmative Action Plan has been assigned to Loren J. Koski, V.P. Human Resources, and questions regarding the plan should be addressed to him.

While this program represents Howard Industries, Inc.'s good faith commitment, it does not create for any employee a contract of employment, either express or implied, or any right or cause of action.

This Policy will be reaffirmed and reissued annually.

- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Please see attached certification list for Audio Visual, Networking, and Physical Security.

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AV Certification List

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Ryan Finn	AV	PM		05/31/22	05/31/25		Audinate DANTE Level 3
Aaron Malander	AV	PM	BiAmp	12/16/19		BiAmp Tesira	
Aaron Malander	AV	PM	Extron	02/22/19		Extron Control Professional	
Aaron Malander	AV	PM	AVIXA	11/15/20	11/30/23	CTS-1	
Aaron Malander	AV	PM	AVIXA	01/15/20	01/31/23	CTS	
Alex Alvarez	AV	Design	Extron	12/31/17		EAVA	
Alex Alvarez	AV	Design	Extron	12/31/17		BiAmp Tesira	
Alex Alvarez	AV	Design	Extron	12/31/17		DMC T/D/E	
Alex Alvarez	AV	Design	Crestron	12/31/17		Q-SYS Level 1 Training	
Alex Alvarez	AV	Design	QSC	02/22/17	02/22/23	Q-SYS Level 1 Video Training	
Alex Alvarez	AV	Design	QSC	12/08/19	12/08/22	Q-SYS Level 1 Video Training	
Alex Alvarez	AV	Design	Extron	06/01/20		Extron XTP-E	
Alex Alvarez	AV	Design	Kramer	04/22/20		Kramer Control Systems Programmer	
Anthony J Adams Jr	AV	Manager	Crestron	03/30/21		(Other - Not Listed)	Crestron Network Solutions- Introduction (CNS-1)
Anthony J Adams Jr	AV	Manager	Vaddio	05/19/20		(Other - Not Listed)	RoboTRAK
Anthony J Adams Jr	AV	Manager	Crestron	08/29/20		(Other - Not Listed)	Core Certification Track
Anthony J Adams Jr	AV	Manager	Crestron	11/15/21		(Other - Not Listed)	Crestron Design Tool- for Shading Solutions
Anthony J Adams Jr	AV	Manager	Crestron	05/19/20		DMC-D-4K	
Anthony J Adams Jr	AV	Manager	Crestron	03/09/19		Crestron NVX	
Anthony J Adams Jr	AV	Manager	Audio Enhancement	04/08/22		Audio Enhancement 1	
Anthony J Adams Jr	AV	Manager	Shure Audio Institute	06/21/18	06/21/20	Shure Microflex Advance Training	
Bear Stropnick	AV	Presales					
Beau Brown	AV	PM					
Beau Brown	AV	PM	Vaddio	05/12/20		RoboTRAK	
Beau Brown	AV	PM	Audinate	11/16/20		Dante Level 1	
Beau Brown	AV	PM	Shure Audio Institute	11/16/20	11/16/22	Networking for Shure DSP and Audio Interfaces	
Beau Brown	AV	PM	Shure Audio Institute	11/18/20	11/18/22	Intellimix Room	
Beau Brown	AV	PM	Shure Audio Institute	03/03/21	03/03/23	Intellimix P300	
Beau Brown	AV	PM	Shure Audio Institute	06/15/18	06/15/20	Shure Microflex Advance Training	
Brandon Wilkinson	AV	Presales					
Brian Featherston	AV	Presales					
Brian Featherston	AV	Presales	Extron	02/10/17		EAVA	
Brian Featherston	AV	Presales	Polycom				
Brian Featherston	AV	Presales	Polycom				
Brian Featherston	AV	Presales	Salto	08/16/17		Salto 1	
Chris Gimbert	AV	Presales					
Chris Gimbert	AV	Presales	Audinate	12/21/18		Dante Level 1	

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Chris Gimbert	AV	Presales	Audinate	12/23/18		Dante Level 2	
Chris Gimbert	AV	Presales	Audinate	01/02/19		Dante Level 3	
Chris Gimbert	AV	Presales	Shure Audio Institute	01/02/19	01/02/21	Microflex Advance	
Chris Gimbert	AV	Presales	Bose	12/23/18		ControlSpace Designer V5	
Chris Gimbert	AV	Presales	QSC	11/26/19	11/26/22	Q-SYS Level 1 Training	
Chris Gimbert	AV	Presales	QSC	03/25/20	03/25/23	Q-SYS Control 101	
Chris Gimbert	AV	Presales	QSC	03/30/20	03/30/23	Q-SYS Video 101	
Chris Gimbert	AV	Presales	Crestron	04/20/20		DMC-D-4K	
Chris Gimbert	AV	Presales	Crestron	04/27/20		CNS-D	
Chris Gimbert	AV	Presales	Crestron	04/23/20		DM-NVX Networking	
Chris Gimbert	AV	Presales	BiAmp	04/22/20		BiAmp Tesira	
Chris Gimbert	AV	Presales	3x Logic	04/22/20	04/22/22	VIGIL Video Management	
Chris Gimbert	AV	Presales	Legrand	04/01/20		HDBaseT Deep Dive	
Chris Gimbert	AV	Presales	Legrand	03/30/20		4K Video	
Chris Gimbert	AV	Presales	Harman	08/10/19		BSS Certified Audio Associate - Design	
Chris Gimbert	AV	Presales	AVIXA	08/30/19	08/31/22	CTS	
Chris Gimbert	AV	Presales	NEC	03/20/20		Understanding Multi-Venue Projection	
Chris Gimbert	AV	Presales	CompTIA	11/08/18	11/08/21	Security +	
Chris Gimbert	AV	Presales	Extron	08/02/19		EAVA	
Chris Gimbert	AV	Presales	Harman	08/10/19		AMX CC101: Audio Essentials	
Chris Gimbert	AV	Presales	Harman			AMX CC102: Cabling Essentials	
Chris Gimbert	AV	Presales	Harman	08/14/19		AMX CD131: Control Design Essentials	
Chris Gimbert	AV	Presales	Harman	08/26/19		Harman Certified Control Associate	
Chris Gimbert	AV	Presales	Kramer	08/29/19		Kramer Control Systems Programmer	
Chris Gimbert	AV	Presales	Kramer	08/27/19		Kramer Control System Designer	
Chris Gimbert	AV	Presales	Crestron	11/06/20		Foundations of Crestron Programming	
Chris Gimbert	AV	Presales	Crestron	11/03/20		DMC-E-4K	
Chris Gimbert	AV	Presales	Extron	11/03/20		Extron Control Specialist	
Chris Gimbert	AV	Presales	Shure Audio Institute	02/08/21	02/06/23	IntelliMix P300	
Colin Entrekin	AV	PM					
Colin Entrekin			AVIXA	03/04/17		CTS	
Colin Entrekin			AVIXA			CTS-I	
Colin Entrekin			Crestron	08/17/17		DMC-T-4K	
Colin Entrekin			Crestron			DMC-E	
Colin Entrekin			ESA	02/19/19	02/20/21	C.A.T. 1	
Colin Entrekin			Extron	08/18/15		EAVA	
Isaac Tovar	AV	Tech	Extron	04/25/22		EAVA	
Jason Hess	AV	Design	AVIXA			CTS-D	
Jason Hess			BiAmp			BiAmp Tesira	

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Jason Hess			ClearOne			Certified Technical Specialist	
Jason Hess			Creston			DM-NVX	
Jason Hess			Creston			DM-NVX-N	
Jason Hess			Creston			DMC-D-4K	
Jason Hess			Creston			DMC-E-4K	
Jason Hess			Creston			DMC-T-4K	
Jason Hess			Creston			CNS-D	
Jason Hess			Creston			CCT	
Jason Hess			Legrand			4K Video	
Jason Hess			Microsoft			Microsoft Teams Rooms Technical Assessment	
Jason Hess			OSHA			OSHA 10 - Construction	
Jason Hess			Renkus-Heinz			Iconyx Certified Designer	
Jason Hess			Senheiser			Multi-zone Antenna Systems	
Jason Hess			Shure Audio Institute			Advanced Wireless Microphone Training	
Jason Ryan	AV	Program	Extron	10/26/21		Extron Control Professional	
Jason Ryan		Program	BiAmp	01/26/22		BiAmp Tesira	
Jason Ryan		Program	AVIXA			CTS	
Jason Ryan		Program	QSC			Q-SYS Level 1 Training	
Jason Ryan		Program	QSC			Q-SYS Level 2 Training	
Jason Ryan		Program	QSC			Q-SYS Control 101 Training	
Jason Ryan		Program	QSC			Q-SYS Control 201 Training	
Jason Ryan		Program	Audinate			Dante Level 1	
Jason Ryan		Program	Shure Audio Institute			Microflex Advanced Training	
Jason Ryan	AV	PM	Mersive	05/03/22		Solstice	
Jason Ryan		Program	Pakedge			PCNA Network Administrator Certification	
Jason Ryan		Program	Creston	04/06/21		Creston Certified Programmer	
Jason Ryan		Program	Creston			DM NVX Design and Application	
Jason Ryan		Program	AMX			P2 - Certified Control Associate	
Jeremy Gregory	AV	PM					
Jeremy Gregory		PM	Creston	05/04/16		CTI-P101 Foundations of Creston Programming	
Jeremy Gregory		PM	Creston	07/29/16		CTI-P201 Core System Programming	
Jeremy Gregory		PM	Creston	06/22/17		DMC E	
Jeremy Gregory		PM	Creston	06/23/17		DMS	
Jeremy Gregory		PM	ESA	03/21/19		C.A.T. 1	
Jeremy Gregory		PM	Extron	06/22/17	03/21/21	EAVA	
Jeremy Gregory		PM	Infocomm	06/23/17		CTS	
Jeremy Gregory		PM	Audinate	04/19/17		Dante Level 1	
Jeremy Gregory		PM	Epson	01/25/18		Pro L 1000 Series Sales	
Jeremy Gregory		PM	Extron			Control Systems for EDU	

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Jeremy Gregory	PM		Extron	03/07/19		Emerging Technologies 4K	
Jeremy Gregory	PM		Creston	09/25/18		NVX Design & Application	
Jeremy Gregory	PM		Polycom	02/15/18		Video Endpoints Tech Cert RPEOT200	
Jeremy Gregory	PM		Polycom	02/14/18		Voice Endpoints Tech Cert VSOT200	
Jeremy Gregory	PM		Extron	07/01/20		Extron Control Specialist	
Justin Jones	AV						
Justin Jones	PM						
Matt Dyson	AV	Manager					
Matt Hagler	AV	Design					
Matt Hagler			AMX			AMX CP- Commissioning	
Matt Hagler			BiAmp			BiAmp Tesira	
Matt Hagler			Creston			DMC T/D/E	
Matt Hagler			Creston			Creston Certified Programmer	
Matt Hagler			Extron			EAVA	
Matt Hagler			Kramer			Kramer Certified Digitalist	
Matt Hagler			Extron	12/14/18		Extron Control Professional	
Matt Hagler			Salto			Salto 1	
Matt Hagler			State of Georgia	01/29/19	08/31/21	Georgia Low-Voltage License	
Michael Losier	AV	Tech					
Michael Losier	AV	Tech	Epson	06/04/19		BrightLink/BrightLink Pro Installatoin Guide	
Michael Losier	AV	Tech	Shure Audio Institute	04/24/20	04/24/22	Audio Basics for Meetings & Conferences	
Michael Sablatura	AV	Design					
Michael Sablatura	AV	Design	QSC			Q-SYS Level 1 Training	
Michael Sablatura	AV	Design	QSC			Q-SYS Control 101	
Michael Sablatura	AV	Design	NewTek			3Play Operation	
Michael Sablatura	AV	Design	NewTek			Live Production with TriCaster	
Michael Sablatura	AV	Design	NewTek			NDI and Performance Media Networking	
Michael Sablatura	AV	Design	NewTek			NewTek Infrastructure	
Michael Sablatura	AV	Design	NewTek			Selling NewTek Technology	
Michael Sablatura	AV	Design	NewTek	02/22/21		NSCE	
Michael Sablatura	AV	Design	BiAmp			TesiraForte	
Nick Bess	AV	PM	Creston	03/05/19		Creston NVX	DM-NVX-N
Nick Bess	AV	PM	Creston	01/16/15		DMC-D-4K	
Nick Bess	AV	PM	Creston	08/09/20		Creston Certified Programmer	
Nick Bess	AV	Programmer					
Nick Bess	AV		Extron			Extron Authorized Programmer	
Nick Bess	AV	PM	BiAmp	02/16/22		BiAmp Tesira	
Nick Bess	AV	PM	Extron	10/24/19		(Other - Not Listed)	Authorized Programmer

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Nick Bess	AV	PM	Extron	06/07/19		Extron Control Associate	
Nick Bess	AV	PM	Extron	09/13/19		Extron Control Professional	
Rich Okolsky	AV	PM	Shure Audio Institute	03/23/20	03/23/22	Audio Basics for Meetings & Conferences	
Rich Okolsky	AV	PM	Shure Audio Institute	03/24/20	03/24/22	Wireless Basics	
Rich Okolsky	AV	PM	Shure Audio Institute	03/25/20	03/25/22	Integrated System Portfolio Overview	
Rich Okolsky	AV	PM	AVIXA	04/03/20		AV Technologist	
Rich Okolsky	AV	PM	Extron	04/08/20		EAVA	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	03/28/22	Best Practices for Merging AV and IT Systems	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	03/28/22	Integrated Systems Certification Level 1	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	03/28/22	Networking for AV Professionals Part 1	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	03/28/22	Selecting the Right Integrated System for the Right Application	
Rich Okolsky	AV	PM	Extron	04/13/20		Extron Control Specialist	
Rich Okolsky	AV	PM	BiAmp	04/16/20		TesiraFORTE	
Rich Okolsky	AV	PM	Crestron	04/28/20		DMC-D-4K	
Rich Okolsky	AV	PM	Kramer	03/08/22		(Other - Not Listed)	Kramer Control System Designer
Rich Okolsky	AV	PM	Audio Enhancement	04/08/22		Audio Enhancement 1	
Ryan Finn	AV	Tech	Shure Audio Institute	12/02/20	11/02/22	Intellimix Room	
Ryan Finn	AV	PM		05/21/21			Audinate DANTE Level 2
Ryan Finn	AV	PM		05/04/21			Audinate DANTE Level 1
Ryan Finn	AV	PM		04/09/21			Sennheiser TeamConnect Ceiling 2
Ryan Finn	AV	PM		04/16/21			Sennheiser SpeechLine Digital Wireless
Ryan Finn	AV	PM		02/04/21			Luxul 101
Ryan Finn	AV	PM	Vaddio	01/29/21			AV Bridge MatrixMIX
Ryan Finn	AV	PM	Vaddio	01/26/21			AV Bridge MATRIX PRO
Ryan Finn	AV	PM		02/05/21			Luxul IP Networking Basics
Ryan Finn	AV	PM		02/15/21			Luxul Network
Ryan Finn	AV	PM	BiAmp	04/08/21			Troubleshooting Basics
Ryan Finn	AV	PM	Shure Audio Institute	11/24/20	11/14/22		Intellimix Room - Technical Enablement Training
Ryan Finn	AV	PM	Shure Audio Institute	11/25/20	11/15/22		Networking for Shure DSP & Audio Interfaces
Ryan Finn	AV	PM	Shure Audio Institute	12/02/20	11/22/22		Intellimix P300 Technical Enablement Training
Ryan Finn	AV	PM	Shure Audio Institute	12/03/20	11/23/22		MXA710 Linear Array Technical Enablement

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Ryan Finn	AV	PM	Shure Audio Institute	12/03/20	11/23/22		MXA910 Ceiling Array Technical Enablement
Ryan Finn	AV	PM	Shure Audio Institute	04/15/21	04/15/23		MXA Network Mute Button Technical Enablement
Ryan Finn	AV	PM	Shure Audio Institute	04/15/21	04/15/23		MXA310 Table Array Technical Enablement
Ryan Finn	AV	PM	Shure Audio Institute	04/21/21	04/21/23		Voice Lift System Design
Ryan Finn	AV	PM	BiAmp	03/30/21			TesiraFORTE
Ryan Finn	AV	PM	Vaddio	12/05/20		Vaddio Cam Track	
Ryan Finn	AV	PM	Extron	05/22/20		EAVA	
Ryan Finn	AV	Tech	Shure Audio Institute	12/02/20	11/02/22	IntelliMix P300	
Scott Patton	AV	PM					
Steve Gimbert	AV	Design					
Steve Gimbert			Crestron	12/31/17		DMC T/D/E	
Steve Gimbert			Infocomm	12/31/17		CTS-I	
Wade Johnston	AV	Presales					

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Networking and Physical Security Certification List

Howard Technology Solutions Network and Physical Security Certification List as of 2022				
Engineer	Vendor	Certification	Specialization	Level of Partnership
Ray Hughes	Amazon Web Services	AWS Technical Professional (Digital)	Virtualization	Authorized Partner
Kevin Edmonds	Barracuda	Barracuda WAF Certified Product Specialist	Security	Premier Partner
Kevin Edmonds	Barracuda	Certified Sales Partner	Security	Premier Partner
Kevin Edmonds	Barracuda	Certified Sales Representative (Firewall)	Security	Premier Partner
Kevin Edmonds	Barracuda	Certified Sales Representative (PhishLine)	Security	Premier Partner
Kevin Edmonds	Barracuda	WAF-as-a-Service - Foundation	Security	Premier Partner
Otis Mathis	Cisco	CCNA	Routing and Switching	Registered Partner/Premier Integrator
Ray Hughes	Extreme	ECS - Campus EXOS	Routing and Switching	Diamond Partner
Otis Mathis	Fortinet	NSE1, NSE2, NSE3	Security	Expert Partner
Otis Mathis	Fortinet	NSE4	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE1	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE2	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE3	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE4	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE5	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE6_FWF-6.4 - Fortinet NSE 6 - Secure Wi	Routing and Switching	Expert Partner
Kevin Edmonds	Fortinet	NSE7	Security	Expert Partner
Jaron Johnson	Fortinet	NSE1	Security	Expert Partner
Jaron Johnson	Fortinet	NSE2	Security	Expert Partner
Jaron Johnson	Fortinet	NSE3	Security	Expert Partner
Jaron Johnson	Fortinet	NSE4	Security	Expert Partner
Brandon Wheeler wheeler	Fortinet	NSE1	Security	Expert Partner
Brandon Wheeler wheeler	Fortinet	NSE2	Security	Expert Partner
Brandon Wheeler wheeler	Fortinet	NSE3	Security	Expert Partner
Ray Hughes	Google	Google Education Deployment	Vendor Support	Authorized Partner
Ray Hughes	Google	Google G Suite Deployment Services Special	Vendor Support	Authorized Partner
Kevin Edmonds	Hitachi Vantara	HQT-2122 - Presales Edge-to-Core-to-Cloud	Storage	Authorized Partner
Kevin Edmonds	HPE	SPSP	SD-WAN	Silver Partner
Kevin Edmonds	Nakivo	Nakivo Sales Professional	Backup/DR	Authorized Partner
Kevin Edmonds	Nakivo	Technical Solutions Professional	Backup/DR	Authorized Partner
Kevin Edmonds	Palo Alto	Palo Alto Networks Systems Engineer (PSE)	Security	
Kevin Edmonds	Palo Alto	Palo Alto Networks Systems Engineer (PSE)	Security	

Howard Technology Solutions Networkign and Physical Security Certification List as of 2022				
Engineer	Vendor	Certification	Specialization	Level of Partnership
Kevin Edmonds	Proofpoint	PACSE	Security	Silver Partner
Kevin Edmonds	Proofpoint	PACSE (Accred Channel Sales Eng)	Security	Silver Partner
Jaron Johnson	Ruckus	RICXI	Routing and Switching	Elite Partner
Brandon Wheeler	Ruckus	RICXI	Routing and Switching	Elite Partner
Kevin Edmonds	Sophos	Sophos Certified Architect	Security	Gold Partner
Kevin Edmonds	Sophos	Sophos Certified Engineer	Security	Gold Partner
Kevin Edmonds	Sophos	Sophos Certified Sales Consultant	Security	Gold Partner
Kevin Edmonds	Sophos	Sophos EDR Certified Admin	Security	Gold Partner
Kevin Edmonds	VMWare	VSP (Carbon Black)	Security	Advanced Partner
Kevin Edmonds	VMWare	VTSP (Carbon Black)	Security	Advanced Partner

TAB 5 PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

Standard manufacturer warranty applies to all third-party products sold. Please see attached "Howard Branded Product Warranty" for warranty information for Howard Branded products.

- Availability of replacement parts

Replacement parts availability are based on manufacturer availability.

- Life expectancy of equipment under normal use

Standard manufacturer life expectancy of equipment applies.

- Detailed information as to proposed return policy on all equipment

All non-Howard branded products include the manufacturer's standard warranty. Any item found to be defective and reported to HTS within 30 days of receipt is eligible for return, with the exception of some consumables. All items which arrive damaged and reported to HTS within 5 days of receipt will have a damage freight claim filed on the customer's behalf. All items requested for return outside of these time limits are subject to the manufacturer's warranty and must be reported directly to the manufacturer. HTS makes no guarantee on returns as all returns are subject to the return policy of the individual manufacturer/supplier.

36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

HOWARD™
TECHNOLOGY SOLUTIONS

888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

www.Howard.com

A Division of Howard Industries, Inc.

Howard Branded Product Warranty

Howard Branded Product Warranty

Every time you purchase a Howard Technology Solutions branded product in the U.S., you receive a Limited Warranty which provides you with a comprehensive service and support program for the term of the warranty. To determine the warranty type and duration that is included with your purchase, see your packing slip or order confirmation. Alternately, you may email your questions or description of the problem to Technical Support Center at: tech@howardcomputers.com

Note: Warranty service may be fulfilled by shipping user replaceable parts, such as keyboard, mouse, cables, monitors, speakers, or similar devices directly to you.

The product you have purchased is warranted by Howard Technology Solutions to be free of defects in materials and workmanship under normal use for the duration of the terms as stated in the Limited Warranty. The warranty begins the day we ship your Howard Technology Solutions branded product. As an added convenience, Howard Technology Solutions keeps track of this date for you. Your product's Limited Warranty is non-transferable and will not be honored if the ownership of the product changes. For the duration of the Limited Warranty, Howard Technology Solutions will repair or replace defective parts with new or serviceable parts, which meet or exceed the performance of new parts.

What is not covered under the Limited Warranty?

1. Products located and/or operated outside the 50 states
2. Products purchased from anyone other than Howard Technology Solutions or an authorized reseller/agent
3. Expendable parts (Note: batteries provided for your notebook are covered for [1] year from the date we ship your system)
4. Accessories or peripherals not sold as part of a Howard branded system. The only accessories and peripherals covered that are sold as part of a Howard branded system are the monitor, mouse, and keyboard.
5. Software products
6. Routine cleaning, cosmetic, and mechanical wear
7. On-site support for monitor, keyboard, mouse, and speakers
8. Damage from the following:
 - a. Misuse, abuse, neglect, acts of God, fire, vandalism, civil disturbances, or war
 - b. Use outside of the product's design usage or parameters
 - c. Use of non-Howard Technology Solutions manufactured or sold parts
 - d. Installation of parts not approved by Howard Technology Solutions
 - e. Repair or replacement of non-Howard Technology Solutions authorized service partner

How do you get warranty service and support for your Howard branded product?

Depending on the terms of your agreement, you will receive a combination of one or more of the following: telephone support, parts-only replacement, carry-in service, or on-site service.

How do you get technical support?

With Howard Technology Solutions, you receive FREE telephone technical support 24/7, 365 days a year for as long as you own your Howard branded product. Our friendly, US-based team of experts will answer your questions about the product, hardware setup, or installation, all with telephone hold times typically less than one [1] minute. To expedite our service to you, please gather the following information before calling our Technical Support Center at (888) 323-3151

1. Product serial number(s) – located on the side or bottom of machine
2. Add-on boards of hardware installed on the product
3. Third-party software installed on the product
4. Operating system type and revision level
5. Content of any error message
6. Explanation of the problem and/or detailed, specific questions

Howard Industries, Inc. Technology Division Limited Warranty

1. Limited Warranty and/or Next Business Day (NBD) On-site Response

Howard Industries, Inc. (hereinafter "Howard") warrants that the Howard branded product(s) purchased by you will be free from defects in materials and/or workmanship under normal use for the purchased warranty period starting from the date of product shipment with the following EXCEPTIONS:

- a. Defective CDs, DVDs, diskettes or other software media that are delivered with your product will be replaced by Howard or its suppliers for twenty-one [21] days from the date you receive your product.
- b. Howard DOES NOT WARRANTY ANY SOFTWARE PRODUCTS, INCLUDING THE OPERATING SYSTEMS PREINSTALLED BY HOWARD TECHNOLOGY SOLUTIONS.
- c. Defective accessories or peripherals bundled with your Howard branded product (limited to the monitor, mouse, and keyboard) are subject to the terms of the warranty duration and type purchased from Howard Technology Solutions. All other defective accessories or peripherals, other than software, that are delivered with your product will be replaced by Howard or its suppliers for twenty-one [21] days.
- d. If purchased, next business day on-site warranty service is provided for the time period listed on the packing slip or invoice and begins the date of product shipment for the Howard Technology Solutions' products. The hours of next business day on-site warranty services will be provided Monday – Friday from 8:00AM to 5PM local time excluding Howard Technology Solutions' holidays as published on the Howard Technology Solutions' website at www.Howard.com.

- e. Second business day response times may be required in case of delays beyond Howard Technology Solutions' control (such as acts of God or calls reported to Technical Support after 3pm Central Standard Time). A Howard authorized third party vendor may provide on-site service. Note: Some repairs may require the unit to be returned to Howard for depot service at an authorized service center.
- f. On-site warranty service is not available for Field Replaceable Units (FRU) such as monitors, keyboards, modular hard drives, mice, or similar external components of the product.

To obtain service under this limited warranty, you must contact Howard Technical Support within the warranty period. Technical Support personnel will work to resolve issues professionally and quickly, however, you must provide reasonable assistance in order to facilitate and/or receive support services. If Howard Technology Solutions is unable to correct the problem, they may authorize a replacement part or parts, on-site service, or a product replacement. ON-SITE SERVICE AND PRODUCT REPLACEMENTS ARE CONSIDERED OPTIONS OF LAST RESORT. All replaced parts must be returned to Howard. You will be invoiced for defective replacement parts not returned to Howard within two [2] weeks of receipt of the replacement parts.

Howard does not warranty damages or defects to the Howard product under the following conditions: misuse, abuse, neglect, acts of God, fire, vandalism, civil disturbances, or war, unauthorized service repair of the Howard product, damage from electrical power problems, usage of parts or components not supplied by Howard, shipping damage (other than during original shipment from Howard), failure to perform preventative maintenance, or damage caused by peripherals or software or from other external causes.

Howard will, under the warranty period, repair or replace defective parts with new or serviceable used parts. This determination will be at the sole discretion of Howard. Howard owns all removed and repaired parts from the Howard product. The repair or replacement of a Howard product does not extend the warranty of said computer product. Spare parts are warranted to be free from defects in material or workmanship for twenty-one [21] days or the remainder of the Limited Warranty Period (whichever is long) of the Howard product in which they are installed.

This limited warranty is extended only to the original purchaser and is non-transferable. In addition, this warranty is only valid within the United States of America. For this warranty to be valid, the product must have been purchased directly from Howard or from an authorized representative of Howard.

The warranties set forth herein are in lieu of any and all other warranties expressed or implied, including the warranties of merchantability and fitness for a particular use. Howard disclaims all other warranties, expressed or implied, including without limitation implied warranties of merchantability and fitness for a particular use. Except for the obligations set forth in this warranty statement, Howard shall not be liable for any defect, direct, special, incidental, or consequential damages including without limitation any liability for losses in profits, losses in revenue, losses in savings, losses of data, downtime, costs of capital, cost of

replacement equipment (temporary or per permanent), costs of time, thirty parties' claims, or injuries to property.

The limited of the liability of Howard to repair its computer product after a reasonable amount of time and a reasonable number of attempts shall be the replacement of the Howard product or a refund of the original purchase of the computer product. The decision regarding replacement versus refund shall be at the sole discretion of Howard. The above options are the only remedies for any perceived breach of warranty by Howard.

In states that do not allow limitations on implied warranties or on the length of implied warranties, the above limitations may not apply to you. In states that do not allow for the exclusion or limitations and exclusions may not apply to you. This warranty gives you specific legal rights. To determine other rights you may have, review your applicable state laws.

2. Warranty Extensions and Upgrades

Howard Technology Solutions currently offers various options to extend or upgrade the Limited Warranty of the Howard branded product. This extension is only available for purchase during the first year warranty coverage period from Howard Technology Solutions. Call 1.888.912.3151 for pricing and availability.

3. Post-Warranty Parts Availability

Howard is available to assist with parts acquisition after the warranty period. Call 1.888.912.3151 for post-warranty assistance.

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Howard Technology Solutions acknowledges and complies.

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Howard Technology Solutions acknowledges and complies.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

Products

Howard Technology Solutions is pleased to offer the following products and brands. This is not an exhaustive list of all items.

- **Laptops / Notebooks / 2-in-1s**

- Howard
- Acer
- Asus
- Dell
- Fujitsu
- HP
- Lenovo
- Microsoft
- Samsung
- Toshiba
- Etc.

- **Tablets**

- Howard
- Acer
- Asus
- Dell
- Fujitsu
- HP
- Lenovo
- Microsoft
- Samsung
- Toshiba
- Etc.

- **Desktop Computers**

- Howard
- Acer
- Dell
- HP
- Lenovo
- Etc.

- **Workstations – Fixed and Mobile**

- HP
- Dell
- Lenovo
- Asus
- Etc.

- **Gaming Devices**

- HP
- Dell
- Lenovo
- Asus
- Etc.

- **Chromebooks – Education and Enterprise**

- Dell
- HP
- Lenovo
- Acer
- Asus
- Samsung
- Etc.

- **Servers**

- Howard
- Dell
- Fujitsu
- HPE
- HVE
- IBM
- Dell
- Lenovo
- Etc.

- **High Performance Computing**

- HP
- Dell
- Lenovo
- Asus
- Etc.

- **Data Storage / Drives**

- Buffalo
- Dell
- EMC
- HVE
- Overland
- Tandberg
- Western Digital
- LG
- SanDisk
- Seagate
- Etc.

- **Converged Infrastructure**

- Dell EMC
- HPE
- HVE
- NetApp
- Nutanix
- Etc.

- **Hyper Converged Infrastructure**

- Dell EMC
- HPE
- HVE
- NetApp
- Nutanix
- Etc.

- Cloud Products

- **Software**

- AVG
- BitDefender
- Cylance
- GoGuardian
- Kaspersky
- McAfee
- Palo Alto
- Sophos
- Symantec
- Neverware
- Avid
- Adobe
- Hayes
- Velocloud

- **Absolute**
- **Check Point**
- **Sonicwall**
- **PaperCut**
- **Microsoft**
- **Rubrik**
- **Citrix**
- **DataCore**
- **Beam**
- **VMWare**
- **Panda**
- **Etc.**

- **Security Solutions**

- **AVG**
- **BitDefender**
- **Cylance**
- **GoGuardian**
- **Kaspersky**
- **McAfee**
- **Palo Alto**
- **Sophos**
- **Symantec**
- **Neverware**
- **Avid**
- **Adobe**
- **Hayes**
- **Velockcloud**
- **Absolute**
- **Check Point**
- **Sonicwall**
- **PaperCut**
- **Microsoft**
- **Rubrik**
- **Citrix**
- **DataCore**
- **Beam**
- **VMWare**
- **Panda**
- **Etc.**

- **Data Protection HW / SW**

- **AVG**
- **BitDefender**
- **Cylance**
- **GoGuardian**
- **Kaspersky**
- **McAfee**

- **Palo Alto**
- **Sophos**
- **Symantec**
- **Neverware**
- **Avid**
- **Adobe**
- **Hayes**
- **Velockcloud**
- **Absolute**
- **Check Point**
- **Sonicwall**
- **PaperCut**
- **Microsoft**
- **Rubrik**
- **Citrix**
- **DataCore**
- **Beeam**
- **VMWare**
- **Panda**
- **Etc.**

- **Networking**

- **Barracuda**
- **CommonVault**
- **Cybernetics**
- **Exagrid**
- **HPE**
- **Quest**
- **Rubrik**
- **Spectra Logic**
- **Unitrends**
- **VMware**
- **Zerto**
- **Allot**
- **Radware**
- **ContentKeeper**
- **FamilyZone**
- **Fortinet**
- **Lightspeed**
- **Palo Alto**
- **Securly**
- **Cisco**
- **APC**
- **Cyberpower**
- **Eaton**
- **Orion**
- **Schneider Electric**
- **SurgeX**

- **Tripp Lite**
 - **Dell EMC**
 - **Veeam**
 - **Arcmail**
 - **HVE**
 - **HPE**
 - **Aruba**
 - **Extreme**
 - **Impulse**
 - **Broadcom**
 - **BitDefender**
 - **Juniper**
 - **Western Digital**
 - **Digium**
 - **Mitel**
 - **Polycom**
 - **Vertical**
 - **Cradlepoint**
 - **Riverbed**
 - **Ruckus**
 - **Ubiquiti, Meraki**
 - **HP**
 - **Etc.**
-
- **Internet of Things (IOT)**
Brands offered in this category have been included in other categories listed herein.

 - **Sensors & Edge Devices**
Brands offered in this category have been included in other categories listed herein.
-
- **Printers & Accessories**
 - **Belkin**
 - **C2G**
 - **CaseLogic**
 - **Kensington**
 - **Targus**
 - **Logitech**
 - **Brother**
 - **HP**
 - **Kyocera**
 - **Lexmark**
 - **Makerbot**
 - **OKI**
 - **Xerox**

- **Brother**
- **Epson**
- **Canon**
- **Etc.**

- **Digital Imaging – Cameras / Scanner**
 - **Honeywell**
 - **Canon**
 - **Aver**
 - **Axis**
 - **Hitachi**
 - **Panasonic**
 - **Sony**
 - **Vaddio**
 - **Etc.**

- **Keyboard / Mice / Input Devices**
 - **Belkin**
 - **Logitech**
 - **Microsoft**
 - **Lenovo**
 - **HP**
 - **Etc.**

- **Memory / System Components**
 - **Kingston**
 - **Axiom**
 - **Etc.**

- **Displays / Large Format Displays / Interactive Flat Panels**
 - **Samsung**
 - **Sony**
 - **Newline**
 - **Boxlight**
 - **Etc.**

- **Spare Parts**
 - **Spare parts should be requested direct from the manufacturer.**

- **Accessories / Cables**
 - **C2G**
 - **Tripp Lite**
 - **StarTech**
 - **Extreme**
 - **Comprehensive**
 - **Crestron**

- **West Penn**
- **Monoprice**
- **Etc.**

- **Battery Back-up / Power / Surge Protectors**

- **Tripp Lite**
- **Asus**
- **Cisco**
- **Bretford**
- **APC**
- **Etc.**

- **Sound / Multimedia**

- **Sony**
- **Audio Enhancement**
- **Crestron**
- **Crown**
- **Danley**
- **Extron**
- **JBL**
- **Lab Gruppen**
- **Tannoy**
- **FrontRow**
- **Etc.**

- **Telecommunications Products**

- **Cradlepoint**
- **Ubiquity**
- **Etc.**

- **Video – Monitors / Cards / Projector**

- **LG**
- **NEC**
- **Panasonic**
- **Planar**
- **Samsung**
- **Sharp**
- **Sony**
- **ViewSonic**
- **Epson**
- **Boxlight**
- **BenQ**
- **Christie**
- **Hitachi**
- **Infocus**
- **Etc.**

- **Interactive Whiteboards**

- **Boxlight**
- **Cleartouch**
- **Newline**
- **Qomo**
- **ViewSonic**
- **Promethean**
- **Etc.**

- **Commercial-Off-the-Shelf (COTS) Software**

Brands offered in this category have been included in other categories listed herein.

- **Software-as-a-Service (SaaS)**

Brands offered in this category have been included in other categories listed herein.

- **Infrastructure-as-a-service (IaaS)**

Brands offered in this category have been included in other categories listed herein.

- **Platform-as-a-Service (PaaS)**

Brands offered in this category have been included in other categories listed herein.

- **Software Licensing and Maintenance Agreements**

Brands offered in this category have been included in other categories listed herein.

- **Subscription Based Software Licenses**

Brands offered in this category have been included in other categories listed herein.

- **Software Related Services**

Brands offered in this category have been included in other categories listed herein.

Services – for the following services, Howard Technology Solutions can provide all related services and installation

- Deployment & Installation
- **Howard Technology Solutions**
- Professional Services
- **Howard Technology Solutions**
- Consulting Services
- **Howard Technology Solutions**
- Security Services
- **Howard Technology Solutions**
- Business Continuity / Business Resiliency
- **Howard Technology Solutions**
- Disaster Recovery

- **Howard Technology Solutions**
- VMware Professional Services
- **Howard Technology Solutions**
- Microsoft Professional Services
- **Howard Technology Solutions**
- AWS Product and Services
- **Howard Technology Solutions**
- Application Services – End User
- **Howard Technology Solutions**
- Application Services – Data Center
- **Howard Technology Solutions**
- Residencies
- **Howard Technology Solutions**
- Managed Services – End User
- **Howard Technology Solutions**
- Managed Services – Data Center
- **Howard Technology Solutions**
- Education & Training
- **Howard Technology Solutions**
- Telecommunications
- **Howard Technology Solutions**
- Product Configurations
- **Howard Technology Solutions**
- Product Support
- **Howard Technology Solutions**
- Warranty
- **Howard Technology Solutions (for Howard Branded products)**
- Asset Lifecycle Management
- **Howard Technology Solutions**
- Asset Recovery
- **Howard Technology Solutions**

Financial Services Offerings:

- **Infrastructure-as-a-Service (IaaS)**

Howard Technology Services does not offer Infrastructure-as-a-Service.

- Leasing for Public and Private/Commercial Entities with schedules included for:

- Fair Market Value Lease

Howard Technology Solutions offers Fair Market Value Lease.

- Purchase Option Lease

Howard Technology Solutions does not offer Purchase Option Lease.

- Tax Exempt Lease Purchase Lease

Howard Technology Solutions does not offer Tax Exempt Lease Purchase Lease.

- Flex Lease Purchase

Howard Technology Solutions does not offer Flex Lease Purchase.

- PC-as-a-Service

Howard Technology Solutions does not offer PC-as-a-Service.

- Software Schedule

Howard Technology Solutions does not offer Software Schedule.

- Deferred Payments (Direct and Indirect Financing)

Howard Technology Solutions does not offer Deferred Payments – Direct or Indirect Financing.

- Payment Agreements

Please see attached Howard Technology Solutions Payment Agreement.

- User Agreements

Howard Technology Solutions does not offer User Agreements.

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A Division of Howard Industries, Inc.

Howard Technology Solutions

Payment Agreement

Payment Agreement

This Payment Agreement (this "**Agreement**"), made and entered into by and between Howard Technology Solutions, a division of Howard Industries, Inc., ("**HTS**") and _____ ("**Customer**"), is applicable to products and services Customer purchases from HTS.

In consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- Coverage.** Except to the extent prohibited by applicable state law or by a statewide, group purchasing, or other similar contract which may control the subject of this Agreement, the terms and conditions set forth herein will govern all of Customer's purchases of products and services from HTS, including in connection with AV installation or other projects ("**Project(s)**"), unless and until the parties agree in writing to different payment terms. To the extent state law or a statewide, group purchasing, or other similar contract prohibits or dictates certain terms between the parties contrary to those set forth in this Agreement, the terms of this Agreement shall be deemed modified to conform therewith.
- Payment for Products.** Payment of 100% of the agreed-upon price for products, including AV equipment to be installed for a Project, will be due NET 30 upon delivery of the products to Customer's facility. Each shipment of products will constitute a separate sale, and Customer agrees to pay for the products delivered whether such shipment is in whole or partial fulfillment of the entire order.
- Payment for Services.** Payment of 50% of the total agreed upon labor cost for any Project will be due and payable upon 75% of Project completion. The remaining 50% of the agreed-upon labor cost for the Project will be due and payable upon Project completion and Customer sign-off. HTS reserves the right in its discretion to invoice monthly or progressively depending on the nature of a particular Project or other circumstances.
- Credit Approval; Payments by Credit Cards.** All sales and payment terms are subject to credit approval and a credit limit set by HTS in its discretion. A 3% surcharge will be added to payments made by credit card.
- Changes.** HTS reserves the right in its discretion to add additional charges and/or to change the quoted price(s) for any Project in the event of circumstances warranting such modifications, including: (i) if for any reason Customer changes the start date of a Project within 5 days of the scheduled start date; (ii) if HTS is delayed during the installation or other stage of a Project as a result of lack of accessibility to necessary facilities or equipment, the presence or status of other trades or contractors, faulty or incompatible equipment that is not provided by HTS, or for any other reason beyond HTS's control or responsibility; (iii) if the scope of a Project, including as will typically be set forth in a mutually agreed-upon Statement of Work, is changed for any reason; (iv) if HTS's costs increase due to causes beyond its reasonable control, including imposition by the United States or any other country of new or higher tariff(s) or other similar tax(es), fee(s) or charge(s); or (v) if obstacles or limitations require the use of additional or different measures to achieve installation of equipment pursuant to the manufacturer's recommendations.
- Breach.** In the event Customer is in breach of the terms herein, HTS may in its discretion: (i) accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full, (ii) stop all work under any order or Project until receipt of full payment or assurances of payment satisfactory to HTS; (iii) require prepayment for any other orders; and/or (iv) delay shipments. Late payments shall bear interest from and after the due date at a monthly rate equal to five percent (5%).

IN WITNESS WHEREOF, the undersigned do hereby execute this Payment Agreement as duly authorized officials of the respective parties hereto, as of the dates recorded below:

Customer:

**Howard Technology Solutions, a division of
Howard Industries, Inc.**

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

TAB 8 VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

See Attached Sections:

One Stop Shop LineCard – our LineCard is an overall representation of our most popular brands and services. This is not all-inclusive.

Howard HTPP Program

Howard Project Design and Management

Howard Optional Standard Service Contract

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A Division of Howard Industries, Inc.

Howard One-Stop-Shop LineCard



Our vision + strategy

HOWARDedu | We do IT

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Powered by HOWARD Innovation

Howard-branded products are designed, assembled, and quality tested in the USA. Each one includes a top-rated warranty and free customer support for as long as you own it.

- Desktops • eSPORTS • Kiosks • Lighting
- Notebooks • Servers • Tablets • Workstations



A | COMPUTING SOLUTIONS

- 1. ACCESSORIES:** Belkin, C2G, CaseLogic, Kensington & Targus
- 2. ANTIVIRUS:** AVG, BitDefender, Cylance, GoGuardian, Kaspersky Lab, MalwareBytes, McAfee, Palo Alto, Panda Security, Sophos, Symantec, Total Defense & Trend Micro
- 3. ASSET MANAGEMENT:** Absolute, Asset Panda, Hayes & Symantec
- 4. DESKTOPS:** HOWARD, Acer, Dell, HP & Lenovo
- 5. MOBILE DEVICE MANAGEMENT:** Airwatch, Filewave, GoGuardian, Lightspeed Systems & Securly
- 6. MOBILE PRESENTATION & CHARGING STATIONS:** Anywhere Cart, Aver, Blackbox, Bretford, Copernicus, Datamation, Earthwalk, Ergotron, Kwikboost, LocknCharge, Luxor, MooreCo, PowerGistics & Spectrum
- 7. NOTEBOOKS & TABLETS:** HOWARD, Acer, Asus, Dell, Fujitsu, HP, Lenovo, Microsoft, Samsung & Toshiba
- 8. PRINTERS (2D & 3D):** 3D Systems, Brother, Craftunique, HP, Kyocera, Lexmark, Makerbot, OKI & Xerox
- 9. REFURBS:** Charge Carts, Computers, Document Cameras, Monitors, Notebooks, Servers, Storage & Tablets
- 10. VR:** Epson, HP, HTC Vive, Lenovo, Oculus Rift & Samsung

B | AUDIOVISUAL + INSTRUCTIONAL SOLUTIONS

- 1. AUDIO SOLUTIONS:** AMX, Audio Enhancement, Crestron, Elmo, Extron, Lightspeed & Shure
- 2. BROADCASTING:** Panasonic, Sony & TriCaster
- 3. CABLES:** C2G, Comprehensive, Crestron, Liberty Cable, MonoPrice & West Penn
- 4. CONTROL SYSTEMS:** AMX, Atlona, Crestron, Extron, FrontRow, Kramer & SP Controls
- 5. DOCUMENT CAMERAS:** Aver, Boxlight, Elmo, Epson, HoverCam, & Lumens
- 6. FURNITURE:** CEF, Middle Atlantic, MooreCo, Spectrum, VFI & Worthington
- 7. INTERACTIVE CLASSROOM SOLUTIONS:** BenQ, Boxlight, Epson, Interactive Projectors, NEC, Qomo, Samsung & SMART
- 8. INTERACTIVE DISPLAYS:** Aver, BenQ, Boxlight, Cleartouch, HoverCam, Newline, Promethean, Qomo, Ricoh, Sharp, Viewsonic & Wacom
- 9. INTERCOMS, BELLS & PAGING SYSTEMS:** Atlas, Audio Enhancement, Extron, Harman & Valcom
- 10. LECTURE CAPTURE:** Audio Enhancement, Crestron, Discover Video, Extron, Lumens & VBrick
- 11. MIXERS & MICROPHONES:** AKG, Allen & Heath, Shure & Soundcraft
- 12. MONITORS & DISPLAYS:** LG, NEC, Panasonic, Planar, Samsung, Sharp, Sony & Viewsonic
- 13. MOUNTS:** Chief, Peerless & Premier Mounts
- 14. PROJECTORS:** BenQ, Boxlight, Casio, Christie, Epson, Hitachi, Infocus, NEC, Panasonic, Sony & Viewsonic
- 15. PROJECTOR SCREENS:** Da-Lite & Draper
- 16. SPEAKERS & AMPS:** Audio Enhancement, Crestron, Crown, Danley, Extron, JBL, Lab Gruppen, Renkus-Heinz & Tannoy
- 17. VIDEO CAMERAS:** Audio Enhancement, Aver, Axis, Hitachi, Panasonic, Sony & Vaddio
- 18. VIDEO CONFERENCING:** Cisco, Crestron, Lifesize, MashMe, Polycom & Zoom
- 19. WEBCASTING:** Vivi
- 20. WIRELESS INTERACTIVE PADS:** Elmo & Qomo

C | NETWORKING INFRASTRUCTURE SOLUTIONS

- 1. BACKUP & REPLICATION:** Barracuda, CommVault, Cybernetics, Exagrid, HPE, Quest, Rubrik, Spectra Logic, Unitrends, Veeam, VMware & Zerto
- 2. BANDWIDTH MANAGEMENT SOLUTIONS:** Allot & Radware
- 3. CONTENT FILTERING:** Barracuda, ContentKeeper, ESET, FamilyZone, Fortinet, iBoss, Lightspeed Systems, Palo Alto & Securly
- 4. CONTINUITY SOLUTIONS:** Cisco
- 5. COOLING, LAN STORAGE & POWER PROTECTION PRODUCTS:** APC, Cyberpower, Eaton, Orion, Schneider Electric, SurgeX & Tripp Lite
- 6. DISASTER RECOVERY PRODUCTS:** HOWARD, Dell EMC, Veeam & VMware
- 7. EMAIL ARCHIVING SOLUTIONS:** Arcmail & Barracuda
- 8. HYPERCONVERGED:** Dell EMC, HPE, HVE, NetApp & Nutanix
- 9. NETWORK ACCESS CONTROL:** Aruba, Extreme, Fortinet & Impulse
- 10. NETWORK INFRASTRUCTURE:** Aruba, Broadcom, Cisco, Extreme, HPE & Ruckus
- 11. SECURITY SOLUTIONS:** Aruba, Barracuda, BitDefender, Fortinet, Juniper, McAfee, Panda Security, Radware, Sophos & Symantec
- 12. SERVERS:** HOWARD, Dell, Fujitsu, HPE, HVE, IBM & Lenovo
- 13. STORAGE:** Buffalo, Dell EMC, HVE, Overland Tandberg & Western Digital
- 14. VOIP:** Cisco, Digium, Fortinet, Mitel, Polycom, Vertical & Zultys
- 15. WIRELESS:** Arista Networks, Aruba, Cisco, Cradlepoint, Extreme, Fortinet, HP, Meraki, NetGear, Riverbed, Ruckus & Ubiquiti

D | VIRTUALIZATION

- 1. BACKUP & DATA RECOVERY:** Barracuda, Nakivo, Unitrends, Veeam & Zerto
- 2. CLOUD:** AWS, Greencloud & Microsoft
- 3. DESKTOP VIRTUALIZATION:** Citrix, HVE, NComputing & VMware
- 4. SERVER VIRTUALIZATION:** Citrix, HVE, Microsoft, Overland Tandberg & VMware
- 5. SERVERS:** HOWARD, Dell, HPE, HVE, Lenovo & Nutanix
- 6. SOFTWARE-DEFINED STORAGE:** DataCore & VMware
- 7. STORAGE:** Dell EMC, HPE, HVE, Lenovo, Overland Tandberg, QNAP & Synology
- 8. VDI:** Citrix, Dell, HVE, Inuvika, LG, NComputing & VMware

E | PHYSICAL SECURITY

- 1. ACCESS CONTROL:** 3xLogic, ANVIZ, BFT Americas Inc., IDIS Global, IRISID, Kantech, OpenPath, Panasonic, Paxton, Proxess, Proxy, SafePass, Salto & TagMaster
- 2. ACTIVE SHOOTER:** A.S.R.S., AMBERBOX, Athena Security, Crotega, Noice Industries & ZeroEyes
- 3. BEHAVIOR MANAGEMENT:** IPVideo Corp.
- 4. BODY PROTECTION:** Bulletsafe
- 5. CLOUD:** Brivo, OpenPath & ProdataKey
- 6. DISPLAYS:** Avue Technologies, Bosch, LG, NEC, Panasonic, Planar, Samsung, Sharp, Sony & ViewSonic
- 7. EMERGENCY ALERT NOTIFICATION:** Audio Enhancement, Lynx, SafeKard & Singlewire
- 8. ENCODERS:** Axis & Panasonic
- 9. GUARD SERVICES EQUIPMENT:** MRKT-IT
- 10. INTERCOMS:** 2N, Aiphone & Comelit
- 11. LIGHTING:** HOWARD
- 12. MOBILE SECURITY:** MRKT-IT



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E | PHYSICAL SECURITY (cont'd)

- 13. **MOUNTING & ACCESSORIES:** Altronix, Axis, C2G, Moog & Panasonic
- 14. **PERIMETER SECURITY:** Boon Edam, Garrett & NightLock Lockdown
- 15. **STORAGE:** Avue Technologies, Axis, Cisco, CP Technologies, Exacq, IPConfigure, Lexmark, Milestone, Panasonic, Pivot-3, Plustek, Q-See, Seneca, SoleraTec, TRENDnet, Ubiquiti, ViewZ & Vivotek
- 16. **SUPPORTING INFRASTRUCTURE:** Altronix, Audio Enhancement, FluidMesh Networks & Ubiquiti
- 17. **VIDEO MANAGEMENT SOFTWARE:** Axis, Exacq, Milestone & Panasonic
- 18. **VIDEO SURVEILLANCE:** Audio Enhancement, Axis, Milestone, Panasonic & Verkada
- 19. **VISITOR MANAGEMENT:** AxonSoft, IDSCAN, iLobby, SilverShield & Traction Guest

F | KIOSKS + DIGITAL SIGNAGE

- 1. **CONTENT MANAGEMENT SOFTWARE:** Discover Video, Hiperwall, Hypersign, RevelTV, Signage Live & Visix
- 2. **DIGITAL OUTDOOR SIGNS & SCOREBOARDS:** Daktronics & Optec
- 3. **INDOOR KIOSKS:** HOWARD
- 4. **LARGE FORMAT DISPLAYS:** LG, Panasonic, Planar, Samsung, Sharp, Sony & Viewsonic
- 5. **MEDIA PLAYERS:** BrightSign, Discover Video, Viewsonic & Vivitek
- 6. **MOUNTS & MOUNTING BRACKETS:** Chief, Peerless & Premier Mounts
- 7. **OUTDOOR KIOSKS:** HOWARD
- 8. **THROUGH-THE-WALL KIOSKS:** HOWARD
- 9. **TABLETOP KIOSKS:** HOWARD
- 10. **TELEMEDICINE KIOSKS:** HOWARD
- 11. **WAYFINDING KIOSKS:** HOWARD, 22Miles & Visix

G | SOFTWARE SOLUTIONS

- 1. **FEATURED SOFTWARE:** Hapara & Viper
- 2. **ANTIVIRUS:** AVG, BitDefender, Cylance, GoGuardian, Kaspersky Lab, MalwareBytes, McAfee, Palo Alto, Panda Security, Sophos, Symantec, Total Defense & Trend Micro
- 3. **BACKUP, RECOVERY & UTILITY:** Nakivo & Symantec
- 4. **CHROMEBOOK-ENABLING SOFTWARE:** Neverware
- 5. **CONTENT CREATION:** Avid
- 6. **CREATIVITY, DESIGN & PAGE LAYOUT:** Adobe
- 7. **IT & NETWORK MANAGEMENT:** Hayes Software & Velocloud
- 8. **NETWORK SECURITY:** Absolute Software, Bitdefender, Check Point, GoGuardian & Sonicwall
- 9. **PRINT MANAGEMENT:** PaperCut
- 10. **PROGRAMMING & WEB DEVELOPMENT:** Microsoft & Rubrik
- 11. **VIRTUALIZATION & STORAGE:** Citrix, DataCore, Veeam & VMware

H | PROFESSIONAL SERVICES

- 1. **CONSULTING:** Network Assessments, Outsourced Labor & Wireless Surveys
- 2. **INSTALLATION & DESIGN SERVICES:** Audiovisual & Computing, Cabling, Distance Learning & Video Conferencing, Network and Data Centers & Wireless Access
- 3. **MANAGED SERVICES:** E-Rate Eligibility, IT Outsourcing, Network Consulting & Onsite Technicians
- 4. **PHYSICAL SECURITY & VIDEO SURVEILLANCE SERVICES:** Aver, Axis, Cisco, Lumens, Milestone, Panasonic & Salto
- 5. **PROFESSIONAL DEVELOPMENT/TRAINING:** Curriculum Training, Instructional Technologies & 21st Century Classrooms- MobileMind
- 6. **PROGRAMMING SERVICES:** Control Systems & Video Conferencing
- 7. **SUPPORT SERVICES:** Asset Tagging, Custom Imaging, Etching, HTTP, OnCall, Technology Management & White Glove Services

I | EVERYDAY ACCESSORIES

- 1. **BAGS & CASES:** Belkin, Brenthaven, CaseLogic, Greensmart, Gumdrop, Higher Ground, Incase, MaxCases, Mobile Edge & Tucano
- 2. **HARDWARE:** Cameras & Camcorders, Ink, Keyboards, Mice & Pointing Devices, Monitors, Power Devices, Printers, Projectors, Scanners, Toner & Other Accessories
- 3. **NETWORKING:** Adapters, Bridges, Cables, Cards, Hubs, IP Telephony, Modems, Routers, Security Devices, Switches, Video Conferencing Products, WAPs & Other Accessories
- 4. **PRINTING CONSUMABLES:** Brother, Canon, HP, Lexmark & PCI

J | PRO DEVELOPMENT | TEACHING + LEARNING

- 1. **FUSION:** FUSION is HOWARDedu's Professional Learning Model that takes teaching, standards, content and pedagogy, and fuses it with technology to create new learning environments where students are engaged in daily instruction.
- 2. **AUDIO ENHANCEMENT:** Educators need tools they can use everyday to improve teaching and learning in the classroom. Our professional development will show teachers how to use Audio Enhancement tools to reach all students in the classroom.
- 3. **CODING:** Discover how to incorporate computer science into the core curriculum and teach the computational skills needed to engage students with coding, robots and STEM tools.
- 4. **MOBILEMIND:** MobileMind's differentiated and time-conscious virtual training builds capacity and helps drive adoption of technology usage.
- 5. **STEMFUSE:** Discover the best STEM-based Curriculum software.

K | eSPORTS SOLUTIONS

- 1. **GAMING DESKTOPS:** HAVOC^{PC}, Acer, Asus, Dell, HP & Lenovo
- 2. **GAMING FURNITURE:** Spectrum
- 3. **GAMING HEADSETS:** Corsair
- 4. **GAMING KEYBOARDS:** Corsair
- 5. **GAMING LAPTOPS:** HAVOC^{PC}, Acer, Asus, Dell, HP & Lenovo
- 6. **GAMING MICE:** Corsair
- 7. **GAMING MONITORS:** Asus, HP, Lenovo & Viewsonic
- 8. **GRAPHICS CARDS:** Acer & Asus

L | E-COMMERCE (www.howardedu.com)

- 1. **PREMIERE WEBSITE CUSTOMIZATION**
- 2. **SHOP BY APPROVED PRODUCTS PAGE (APP)**
- 3. **SHOP BY CONTRACT:** BuyBoard, NASPO ValuePoint, NCPA & TIPS/TAPS
- 4. **SHOP BY ROOM**

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Howard HTTP Program

HTPP

Howard Technical Partnership Program

Fast, Flexible, and Free

Howard Technology Solutions realizes that many organizations handle basic hardware service and support in one of two ways: they either make a significant investment in establishing and maintaining a group of local service providers, or they use their own internal support staff. For this reason, we have developed the Howard Technical Partnership Program (HTPP) so we can satisfy either option by facilitating timely, cost-effective, quality service in conjunction with our high standards for customer satisfaction.

Managed by our 100% US-based support engineers and technicians, HTPP is an integral part of our strategy to establish direct, personal relationships with our customers to ensure we meet all of their organizations' needs. Participation is easy; simply complete an HTPP application online at www.howardcomputers.com/support.

"Howard's Technical Partnership Program is an integral part of our strategy to establish direct, personal relationships with our customers to ensure we meet all of their organizations' needs."



Program Highlights

- No subscription fee or certification requirements
- Labor reimbursement for authorized repairs
- Expedited service and/or replacement part ordering
- Free consultation to determine your optimal parts inventory with on-site parts inventory available to qualifying organizations
- You NEVER pay for defective parts and shipping is FREE as long as the warranty claim is valid!

Howard System and Technology Advancement Updates

Receive frequent updates highlighting our new technologies; system improvements; and information on the latest Howard desktops, notebooks, servers, and much more.

HOWARD

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Program Details

By participating in HTPP, you will enjoy the benefits listed below:

- **No annual subscription fee.** We do not charge any fee for participating in HTPP.
- **No certification requirements.** We do not require you to have or maintain any type of professional certifications such as COMPTIA A+, COMPTIA Network, or Microsoft® certifications. However, we do encourage you to obtain certifications as appropriate and do weight these certifications when reviewing your application.
- **Labor reimbursement.** Receive labor reimbursement for qualified repairs performed on Howard branded systems during the on-site warranty maintenance period. The labor reimbursement is for touch-labor on a per incident basis regardless of the number of components or subassemblies replaced. The reimbursement amount is dependent upon geographic location and negotiated prior to execution of the Howard Technology Solutions Warranty Service Agreement.
- **Expedited spare parts ordering.** You may order spare parts via email or the web directly from the factory without any requirement to call us. As an HTPP member, we are assured your organization has the skilled, technical staff to properly troubleshoot and diagnose system problems and issues. Your technical staff is only required to provide exact error message and accurate diagnostic steps in determining the actual problem of the faulty hardware.
- **Recommended spare parts list.** We will provide a recommended spare parts list to assist your organization in maintaining the correct number and types of spare parts. This will help you keep spare parts costs to an absolute minimum. And because we maintain an exhaustive history of all ordered parts, we can provide you with a very precise spare parts inventory recommendation.



- **On-site consignment spare parts inventory.** For qualifying organizations, we will enable you to maintain a spare and a replacement part(s) inventory on-site so that you can re-stock your inventory with the replacement part(s).
- **Centralized inventory of spare parts.** Howard Technology Solutions maintains an abundant inventory of spare and replacement parts at our manufacturing facility to ensure that when you need a spare part, it is readily available.
- You must contact us to obtain a Return Material Authorization (RMA) number whenever you encounter a defective part.
- We will send you the replacement part. With Howard Technology Solutions, you NEVER pay for defective parts as long as the warranty claim is valid.
- A shipping label(s) is included with the replacement part to return the defective part.
- You return the defective part using the shipping label(s) so that you avoid additional costs.

For additional information please contact our Technical Support Department at 888.323.3151 or 601.399.5774 (fax).

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Howard Project Design and Management

As a value-added service, Howard Technology Solutions is pleased to provide project design and installation services for audio visual equipment, networking equipment, and physical security equipment to include project management and system integration. Our standard operating procedures include Scope Management, Schedule Management, Cost Management, Task Management, and Quality Management to ensure all projects are kept on schedule and on budget.

Scope Management is handled by our Presales Team. A presales engineer meets with the customer for a thorough site survey which includes inspecting the space where the installation will take place, taking measurements, pictures, and gathering all pertinent information. Our engineer will speak at length with the customer regarding their expectations, current room functionality, and final room functionality required/expected. This information is passed on to our design engineer who then creates the bill of materials based on the site survey information provided. A scope of work is created and provided to the customer for review. Once the scope of work has been finalized, a line drawing is generated for the system and provided to the project manager. All technical documents, including drawings and programming if applicable, are provided to the customer once project has been completed.

Schedule Management is handled by the assigned Project Manager. Each installation project is assigned a Project Manager who is responsible for all aspects of the project once the order for the end-user is placed. This includes product delivery, project scheduling, time management, cost management, task management, quality management, and delegation of tasks. The PM will contact the customer for dates and times that the site will be available, taking into consideration delivery and estimated delivery dates of all products purchased for the individual project. The PM will schedule the appropriate team members to fulfill tasks related to each individual project. All scheduling is verified with the customer as far in advance as possible.

Once the project has been quoted and agreed upon by the customer, the cost management of the project is overseen by the Project Manager. All costs are logged within the Howard Technology Solutions' Project Management Database where the information is monitored by the PM as well as Operations Management to ensure the project stays on budget and all expenditures are accounted for throughout the installation process.

Task Management is also overseen by the PM assigned to the individual project and executed on site by the Lead Technician. The Lead Technician stays in contact with both the PM and the customer to ensure all delegated tasks are assigned and completed by each team member daily.

Quality Management is monitored throughout each project on a daily basis by the PM and the Lead Technician to ensure all aspects of the installation are handled professionally and with the greatest quality possible. The PM will do a final walkthrough once completed, and a second walkthrough with the customer for approval. In addition, a brief tutorial is given during the walkthrough in regards to basic functionality of the system.

Additional value-added services include product training and an optional Standard Service Contract.

Training for product functionality is handled through our Presales Design Team. While a brief and basic tutorial is given through the walkthrough phase of the project completion, the end-user also has the option to purchase additional, in-depth training sessions based on the customer's

individualized needs. All training will be scheduled and carried out by our trained, certified staff to ensure the end-user is both knowledgeable and comfortable with their project functionality and operation. Optional follow-up training sessions are also available.

The Standard Service Contract is offered as an optional value-added service for audio visual and security installations. Please see attached Standard Service Contract form for additional details.

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Howard Optional Standard Service Contract Information

STANDARD SERVICE CONTRACT

Howard Technology Solutions, a Division of Howard Industries, Inc. ("Howard"), offers various optional service contracts for the AV products and systems sold and installed by Howard's AV group. The equipment that HTS installs normally come with a manufacturer's product warranty, which typically covers repair and/or replacement in the unfortunate event a product, proves to be defective. But manufacturers' product warranties rarely cover the labor required on the Customer's end to work through the warranty claims process and get the equipment back up and running. This is where a Howard's optional service contract comes in, as a supplement to the manufacturer's warranty, providing the Customer with the convenience of hands-on assistance and labor from the very beginning to the very end of the claims process. Our service contracts provide Howard Customers with confidence that their AV system will perform as intended with minimal disruptions and reduces the Customer's out-of-pocket expenses at the time of the claim.

You have elected to purchase Howard's **Standard Service Contract**. In the event a warranty issue arises with a covered product, Howard will, pursuant to the terms and conditions below, provide prompt on-site labor and expert assistance to you throughout the claims process, including initial troubleshooting and performance of diagnostic assessments, facilitating submission of the warranty claim to the manufacturer on your behalf, and uninstalling and/or reinstalling parts or products repaired or replaced by the manufacturer.

Terms and Conditions

This Standard Service Contract (this "Contract"), entered into between Howard and _____ ("Customer"), covers the products identified in the Howard Quote #s _____ attached hereto (the "Covered Products"). Upon receipt of Customer's payment in full of the agreed-upon price, Howard will, during the term of this Contract, perform the following services:

- a) Assist the Customer with troubleshooting and/or perform diagnostic assessments related to performance issues which may arise with respect to the Covered Products;
- b) In the event it is determined that a warranty claim should be submitted to the manufacturer for Covered Products, Howard will, on the Customer's behalf, facilitate the submission claim to the manufacturer and will assist with communicating and working with the manufacturer throughout the process, including assistance with gathering and submitting information or documentation required by the manufacturer to process the claim;
- c) If the Customer's claim is accepted by the manufacturer, Howard will uninstall or disassemble the warranted Covered Product as may be necessary and will also provide assistance in packaging such equipment for return, or pickup, per the manufacturer's reasonable requirements in connection with the repair or replacement of such equipment under the terms of the manufacturer's warranty;
- d) Then, upon the Customer's receipt of repaired or replaced equipment from the manufacturer, Howard will handle the installation or re-installation of such parts or products.

1. The term of this Contract is one (1) year, beginning on the date of Howard's installation of the Covered Products. Requests to extend the term of or renew this Contract beyond one year will be considered and negotiated on a case-by-case basis. If you are interested in extending the term, please contact your Howard representative to discuss available options.

2. This Contract is an agreement to provide labor to the Customer in the event a warranty issue arises on a Covered Product during the term hereof; it does not cover any costs of packaging or shipping materials, freight or delivery charges, related equipment or any other costs or expenses. Howard makes no representation or guarantee as to whether any manufacturer of a Covered Product will accept the Customer's warranty claim or perform under its warranty or otherwise.

3. Every reasonable effort will be made to schedule the services described herein as soon as possible and no later than seven (7) business days from the date of the request, but exact response times may be subject to the availability of

Howard personnel. Customer must cooperate with and provide assistance to Howard personnel and access to Customer's facility as Howard may reasonably request for the purposes of performing the services.

4. This Contract is not a product warranty or an extension or upgrade of the manufacturer's product warranty. Howard does not warrant non-Howard branded products. Customer should refer to the manufacturer's warranty on the Covered Product for information about its coverage and terms, including Howard's standard Limited Warranty as to Howard branded products.

5. Howard warrants to the Customer that it shall perform the services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. In the event of a breach of the foregoing warranty, Howard will, in its sole discretion, either: (i) re-perform such services; or (ii) credit or refund the price of the services at the pro rata contract price. THE REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL BE HOWARD'S ENTIRE LIABILITY FOR ANY BREACH OF THE SAID WARRANTY.

IN NO EVENT SHALL HOWARD BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HOWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL HOWARD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOWARD FOR THIS CONTRACT.

6. The Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental entity on any amounts payable by the Customer hereunder.

7. Howard is an independent contractor, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship between the parties. All matters arising out of or relating to this Contract are governed by and construed in accordance with the laws of the State of Louisiana without giving effect to any choice or conflict of law provision or rule.

TAB 9 REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. 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 \$250,000, 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 and Offeror 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.

(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 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 as detailed in the terms of the contract

(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.

(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
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(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.

(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

(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

(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. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

- (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:
 - 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.
 - 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.
 - 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 all subrecipients shall certify and disclose accordingly.

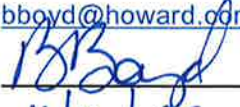
36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

HOWARDTM
TECHNOLOGY SOLUTIONS

888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

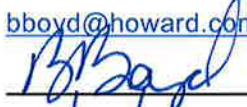
www.Howard.com

A Division of Howard Industries, Inc.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	
Date	11/16/22

**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 § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	
Date	11/14/22

**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).

Company Name Howard Technology Solutions, a division of Howard Industries Inc.

Address 36 Howard Drive

City, State, Zip Ellisville, MS 39437

Printed Name Brandey Boyd

Title Bids and Contracts Manager

Email Address bboyd@howard.com

Authorized Signature Brandey Boyd

Date 11/16/22

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. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Company Name Howard Technology Solutions, a division of Howard Industries Inc.

Address 36 Howard Drive

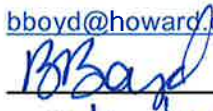
City, State, Zip Ellisville, MS 39437

Printed Name Brandey Boyd

Title Bids and Contracts Manager

Email Address bboyd@howard.com

Authorized Signature



Date



CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are 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. This right of access will last only as long as the records are retained.

Company Name Howard Technology Solutions, a division of Howard Industries Inc.

Address 36 Howard Drive

City, State, Zip Ellisville, MS 39437

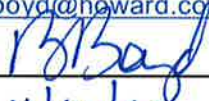
Printed Name Brandey Boyd

Title Bids and Contracts Manager

Email Address bboyd@howard.com

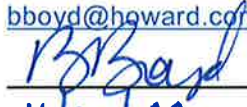
Authorized Signature _____

Date _____


11/16/22

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

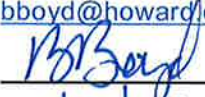
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@hward.com
Authorized Signature	
Date	11/14/22

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	 _____
Date	11/16/22 _____

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they 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.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

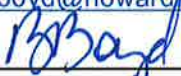
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	 _____
Date	11/14/22 _____

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project.

Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but

A Division of Howard Industries, Inc.

not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

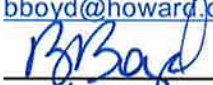
Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of

the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

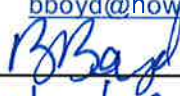
Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	 _____
Date	11/16/22 _____

FEDERAL REQUIRED SIGNATURES

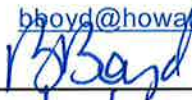
Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	 <hr/>
Date	11/16/22 <hr/>

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

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 bid, 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 bid, 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 bid 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 Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	 <hr/>
Date	11/16/22 <hr/>

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



AGENDA ITEM

Consent

REPORT TO: Work Session (09/25/23)

REPORT TO: Voting Meeting (09/28/23)

ITEM NO: 507/2023

SUBJECT: Approve the continuation award and any supplemental funding of the FY 2024 Victims of Crime Act (VOCA) Grant for the Solicitor's Office to provide direct support to crime victims in the amount of \$124,219.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Meetings:

Work Session Date: 09/25/23

Voting Meeting Date: 09/28/23

Executive Summary:

Presenter: SW
Recommendation: Approve.

Purpose of Request: Approve the continuation award and any supplemental funding of the FY 2024 Victims of Crime Act (VOCA) Grant for the Solicitor's Office to provide direct support to crime victims in the amount of \$124,219.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

History: The Solicitor's Office has received this funding since 2001.

Facts and Issues: The VOCA program, created in 1984, provides federal funding to support victims assistance and compensation programs, to provide training for diverse professionals who work with victims to develop projects to enhance victims' rights and services, and to undertake public education and awareness activities on behalf of crime victims.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2023-09-30

Approvals:

Grants	Submit	Approve	Grants
PS	SW	SW	SG
Budget	Finance	Attorney	Administration
EW	WG	VS	JR
Clerk			
JR			

Attachments:

FY24 VOCA SG Budget Draft



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 507/2023

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	250-MULTIPLE GRANT FUND	2301-SOLICITOR	351411-VICTIM WITNESS ASSISTANCE	\$-124,219.00
2024	250-MULTIPLE GRANT FUND	2301-SOLICITOR	351411-VICTIM WITNESS ASSISTANCE	\$124,219.00

Budget Transfer Items:

Additional Information/Comments:

Budget guidelines are still under review with CJCC/PAC and line items are subject to change. Award period for this grant is Oct. 1, 2023 — Sept. 30, 2024.

Contact for Questions: SW

Phone:

					\$0.00
					\$0.00
F. (1) Subtotal					\$0.00

F. (2) Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (2)Subtotal					\$0.00	

F. (3) Contracts: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (2)Subtotal					\$0.00	

F. (4) Indirect Cost: If your agency has a negotiated rate, a copy of the Indirect Cost Rate Agreement must be submitted with your contract budget. Applicants may elect to use an amount up to the ten percent (10%) de Minimis rate of their Modified Total Direct Costs (MTDC) base. MTDC includes the cost of salaries, wages and fringe benefits of personnel that work directly on the project, and other operational costs such as supplies, printing, and travel that are directly related to the project. To use the de Minimus indirect cost rate complete the MTDC Calculator in the next tab. When you have completed this calculator, the total indirect cost will transfer to the space below.

Indirect Cost **\$0**

F. OTHER TOTAL **\$0**

G. Match Waiver: If your agency would like to request a match waiver, you should submit a letter, on your agency's letterhead, to the Georgia Criminal Justice Coordinating Council (CJCC). The letter should outline the reasons why your agency will have trouble meeting the full match requirement and should indicate the amount of match you are able to provide for

G. Match Waiver Amount:

Budget Summary--When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category	Amount
A. Personnel and Fringe	\$126,427
B. Travel	\$0
C. Equipment	\$0
D. Supplies	\$0
E. Printing	\$0
F. Other	\$0
TOTAL PROJECT COSTS	\$126,427
Award	\$124,219
Match Amount	
Match Breakdown	Cash
	In-Kind

Budget Narrative

The cash match (Michelle Myers Salary Portion) will come out of the Solicitor's forfeiture fund (dept. 252).

NOTE: If a Non-Grant expense amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.