



## CITY COUNCIL WORK SESSION

Monday, November 18, 2024 at 6:00 PM  
Council Chambers and YouTube Livestream

Website: [www.forestparkga.gov](http://www.forestparkga.gov)  
YouTube: <https://bit.ly/3c28p0A>  
Phone Number: (404) 366.4720

**FOREST PARK CITY HALL**  
745 Forest Parkway  
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James  
The Honorable Hector Gutierrez

The Honorable Latresa Akins-Wells  
The Honorable Allan Mears

Ricky L. Clark Jr, City Manager  
Randi Rainey, City Clerk  
Danielle Matricardi, City Attorney

## AGENDA

### VIRTUAL NOTICE

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be live-streamed and available on the City's

YouTube page - "*City of Forest Park GA*"

**CALL TO ORDER/WELCOME:**

**ROLL CALL:**

**ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:**

**ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:**

**CONSENT AGENDA:**

- 1. Council Discussion on the Approval of Fire Catt Annual Hose/Nozzle Testing-Fire & EMS Department**

**Background/History:**

FPPD has an agreement with Fire Catt for three (3) years, with 2024 being the final year. This vendor performs the fire hose testing, which includes nozzles. Pricing is determined by the actual feet of the hoses. Other services include pressure testing, ID numbers, and labeling; inspecting outer jacket, inner liners, coupling, and threads; inspecting gaskets (replace if needed); lubricating couplings and apparatus connection points; tagging any defective hoses; and recording data and reports.

\$3,906.40 will be funded by capital 300-61-3510-54-2502. \$8,000 will be funded by 100-61-3510-52-2203.

**2. Council Discussion on the Approval of the Request of Blanket Purchase Order for (TEMS Consultants)- Procurement/Fire & EMS**

**Background/History:**

Trinity EMS Consultants (TEMS) is a contracted vendor that provides patient billing services for the FPFD. We are requesting a Blanket Purchase Order for the remaining months of FY24-25, not to exceed \$20,000. On average, we are paying about \$2,200 per month for these services from the general fund: 100-60-3610-52-3900.

**3. Council Discussion on the Approval of the Purchase of Computer Hardware-Procurement/ Information Technology**

**Background/History:**

The IT department is seeking approval to purchase 20 laptops, docking stations, and monitors from the DOAS cooperative contract 99999-SPD-SPD0000060 with CDWG. This hardware purchase was budgeted and is part of our regular maintenance under our computer hardware refresh cycle.

**4. Council Discussion on the Approval of a 6-month renewal for Nutanix Server Software- Procurement/Information Technology**

**Background/History:**

The City has two (2) core host clusters that host all of the City's virtual machines. These host servers are manufactured and supported by Nutanix. Both the support and the virtualization software can only be provided by Nutanix, and there is an annual renewal for the software/support. We historically have done the renewal for a one (1) year term as that is standard, but we have elected only to do a 6-month term. This is because we plan to migrate to new host servers for the new City Center. Depending on the timeline of that project, we would not want to extend the support past the point where the current hosts are needed. Renewing 6-months at a time is not more expensive and provides us with some additional flexibility. IT requests the 6-month renewal period with InterDev for \$43,936.28 from the General fund.

**5. Council Discussion on the Approval of a Task Order for Falcon Design to provide additional survey and perform environmental delineation as required by Starr Park Design Team-Planning and Community Development Department**

**Background/History:**

The architects for Starr Park are requesting an additional survey and an environmental delineation of a 3.23-acre site the city acquired from Clayton County. The site located southeast of Starr Park will be used for a proposed soccer field.

**NEW BUSINESS:**

**6. Council Discussion on the Approval of the Beautification Committee Members Appointments – Code Enforcement Department**

**Background/History:**

Staff is seeking approval for re-appointments for (4) Beautification Committee Members for Beautification Committee Members: Ward 2 – Ann Keith, Ward 3 – Lashawn Boykin, Ward 4 – Lois Wright, at large – Kwadernica Rhea for a (1) year term. Staff also recommends approval to appoint Zachary Lee to the Beautification Committee to represent Ward 5.

**7. Council Discussion to Enter Into a Contract for Website Redesign and Replacement Services-Procurement/Executive Office**

**Background/History:**

The City of Forest Park currently utilizes its dedicated website ([www.forestparkga.gov](http://www.forestparkga.gov)) as a one-stop shop for information related to city services, news, department updates, and online payments. The city issued a Request For Proposal for website redesign and replacement services through the Office of Procurement because the website has not been updated in over five years. The project consists of providing overall website design, training, and maintenance services for implementing a new website. Eleven (11) proposals were received, and after evaluation of the technical and cost proposals, the dedicated Evaluation Committee recommends awarding the project to the following highest-scoring vendor: **Revize** (located at 150 Kirts Blvd., Troy, MI 48084). Staff is recommending approval of the submitted proposal from Revize for approval.

**8. Council Discussion on the Approval of Ambulance and Emergency Service Equipment Agreement with The City of Hapeville Fire Department -Fire and EMS Department**

**Background/History:**

The City of Hapeville requests to use one of FPDF 's ambulances temporarily. The nature of the agreement is that both entities agree that the City of Hapeville Fire Department will take temporary possession of an ambulance owned by FPDF. Hapeville employees will operate the ambulance and equipment. All employees operating the ambulance and equipment will be certified, trained, and legally able to do so. The term of the agreement will terminate in one year unless extended. The agreement is attached for review, discussion, and approval.

**9. Council Discussion on the Approval of The City of Forest Park Financial Policies-Finance Department**

**Background/History:**

The City of Forest Park's financial policies provide clear guidelines for officials and staff on managing fiscal matters and core financial areas. These policies aim to maintain fiscal health, ensuring accountability, clarity, and protection for the City while supporting services and infrastructure for residents. The policies included are:

- Accounting, Auditing, and Financial Reporting
- Accounts Payable Policy
- Budget Line Transfer and Amendment Process
- Revenue Collection SOP
- Stale Check Policy
- Cash Receipts Policy and Procedures
- Purchasing Policy
- PCARD Policy
- Travel Policy

These policies collectively support the City's fiscal stability and guide financial practices

**10. Council Discussion on the Approval to purchase of Copier Rentals for use by citywide departments-Procurement/Information Technology Departments**

**Background/History:**

The City has had individual copier leases for the past couple of years. The Procurement division has worked to consolidate our copier leases from multiple vendors to a single, reliable source from the Sourcewell cooperative contract #030321-KON with NovaTech, an authorized distributor for Konica Minolta. This strategic move simplifies our administrative processes and ensures consistency and efficiency across all our copier needs. Under this agreement, NovaTech will provide the city with the necessary devices and comprehensive support and maintenance services. This consolidation will streamline operations, reduce costs, and enhance the reliability of the departments' copier equipment.

Annual Amount: \$25,620.00

Funding Source: Various General Operating Accounts

**11. Council Discussion on the approval of a Task Order for Precision Planning to provide Design Development Services for the new City Center-Planning and Community Development Department**

**Background/History:**

The City is contracting with a Construction Manager at Risk (CMAR) to construct the City Center building (City Hall, Municipal Court, Police Headquarters, and Recreation Facility). The new facility will be based on Schematic Design drawings completed by Precision Planning, Inc. (PPI) in August 2024 and will be approximately 200,000 SF, including structured parking. PPI will provide Design Development Services and will coordinate with the CMAR during the preconstruction phase, per the Scope of Services outlined in the Task Order. Once the documents are finalized and a Guaranteed Maximum Price (GMP) is approved, a separate task order proposal will be requested and issued for Construction Documents (CDs) and Construction Contract Administration services.

**12. Council Discussion on the Approval of a Task Order for Falcon-Design to provide pre-construction assistance and construction administration for the new City Center Project-Planning and Community Development Department**

**Background/History:**

The City is contracting with a Construction Manager at Risk (CMAR) to construct the City Center building, which would include the Administration, City Hall, Municipal Court, Police Headquarters, and Recreation Facility. Falcon Design will provide support throughout the design and construction phase, including pre-construction assistance and construction administration.

**13. Council Discussion on the Approval of the Purchase of Administrative Vehicles-Procurement/Information Technology**

**Background/History:**

The IT department currently uses vehicles supplied by the Public Works Department. The vehicles that are currently being used are more than ten (10) years old and/or have over 150K miles. The IT department requests to purchase two small trucks and a small cargo van from DOAS cooperative contract 9999-SPD-40199373 with Wade Ford. The cost for the van is \$46,210.00, and the cost for each truck is \$ 32,030.00 for a total cost of \$110,270.00 utilizing ARPA funds, which was approved during this year's budget meeting with the City Manager and the Finance Director.

**14. Council Discussion on the approval of a Facility usage request – Recreation and Leisure Services****Background/History:**

Hand, Heart, and Soul Project (HHSP) is a nonprofit organization dedicated to nurturing, celebrating, and advancing the needs of the people they serve by providing equitable access to quality educational, nutritional, and community resources. Single Parent Alliance & Resource Center (SPARC), located in Gwinnett County, Georgia, is a 501(c)(3) nonprofit organization with a mission to empower and equip single parents with the tools, resources, and support they need to create healthy home environments and raise productive, successful children. SPARC envisions single parents becoming empowered and equipped to take their place among society's most successful families.

These two organizations are partnering to offer valuable resources and support to the Forest Park community, enhancing their collective impact and commitment to community well-being. They are going to do eight (8) Free Financial Literacy Classes held once a month starting in December 2024 on Tuesdays. This class will help City of Forest Park citizens become financially literate.

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation, or Real Estate).

**ADJOURNMENT:**

**In compliance with the Americans with Disabilities Act, those requiring meeting accommodation should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.**

**File Attachments for Item:**

**1. Council Discussion on the Approval of Fire Catt Annual Hose/Nozzle Testing**-Fire & EMS  
Department

**Background/History:**

FPPD has an agreement in place with Fire Catt for three (3) years; 2024 being the final year of the agreement. This vendor performs the fire hose testing to include nozzles. Pricing is determined by actual feet of hoses. Other services included are pressure testing, id numbers and labeling, inspect outer jacket, inner liners, coupling and threads, inspect gaskets (replace if needed) lubricate couplings and apparatus connection points, tag any defected hoses and record data and reports.

\$3,906.40 will be funded by capital 300-61-3510-54-2502. \$8,000 will be funded by 100-61-3510-52-2203.



# City Council Agenda Item

**Subject:** Approval for Consent – Fire Catt (Annual hose and nozzle testing)

**Submitted By:** SANDRA DAVIS – FFPD

**Date Submitted:** November 11, 2024

**Work Session Date:** November 18, 2024

**Council Meeting Date:** November 18, 2024

**Background:**

FFPD has an agreement in place with Fire Catt for 3 years, 2024 being the final year of the agreement. This vendor performs the fire hose testing to include nozzles. Pricing is determined by actual feet of hoses. Other services included are pressure testing, id numbers and labeling, inspect outer jacket, inner liners, coupling and threads, inspect gaskets (replace if needed) lubricate couplings and apparatus connection points, tag any defected hoses and record data and reports.

\$3,906.40 will be funded by capital 300-61-3510-54-2502. \$8,000 will be funded by 100-61-3510-52-2203.

**Cost:** \$ 11,906.40 **Budgeted for:**  Yes  No

**Financial Impact:** 300-61-3510-54-2502 (\$3,906.40) & 100-61-3510-52-2203 (\$8,000)

**Action Requested from Council:** Approval

**Fire Catt, LLC**

3250 W. Big Beaver Rd., Suite 544  
Troy, MI 48084  
248-643-7200  
mguthrie@firecatt.com  
www.firecatt.com



Item #1.

**Service Invoice**

BILL TO  
David Flagg  
Forest Park Fire Department  
Battalion Chief David Flagg  
2336 Anvil Block Road  
Forest Park, GA 30297

SERVICE INVOICE 15211  
DATE 10/19/2024  
TERMS Due on receipt

P.O. NUMBER  
Verbal

QTY	DESCRIPTION	RATE	AMOUNT
30,280	Fire hose testing utilizing Fire Catt's Labor	0.38	11,506.40
40	Nozzle testing using FireCATT labor	10.00	400.00

Please Remit Payment to:  
Fire Catt, LLC  
3250 W. Big Beaver Rd., Suite 544  
Troy, MI 48084

BALANCE DUE

**\$11,906.40**

Price reflects COLA increase.

FEID #: 20-8014947

If payment is not made within 45 days, a 1% service charge will be added per month for all outstanding balances.





www.firecatt.com

3250 West Big Beaver Ste., 544 Troy, MI 48084      248-643-7200      Fax 248-643-4540

### Service Test Agreement

<b>Fire Department:</b> Forest Park Fire Department 4539 Jonesboro Road Forest Park, GA 30297	<b>P.O. Number:</b>	<b>Annual Testing for Years:</b> 2022, 2023, 2024
<b>Fire Department Contact:</b> Battalion Chief David Flagg	<b>Mobile/Emergency Contact Phone:</b> 404-608-2373	<b>Email:</b> dflagg@forestparkga.gov

<b>Test Season Requested:</b> (circle)	Jan.-Mar.	April - June	July - Sept.	<b>Oct. - Dec.</b>
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Estimated Hose Footage:	FireCatt Option:	Price Per Foot:	Total Cost:
25,000'	Option 1 All FireCatt Labor	\$0.35	\$8,750.00
<b>Estimated Ground Ladder Footage:</b>			
N/A	Ladders tested simultaneously with hose	\$2.50	N/A
Nozzle/Appliance 150		\$10.00	\$1,500.00
<b>Grand Total</b>			<b>\$10,250.00</b>

**Terms:** Due upon receipt, in the event payment is not made within 45 days, a service charge of 1% per month for all outstanding balances will be due FireCatt. Due to the unpredictability of energy, travel, & labor expense post COVID-19, pricing is subject to annual cost of living adjustments or an appropriate surcharge. Pricing is based on Fire Departments estimate of footage, invoicing is based on actual feet tested. Hose report is documented on a per department basis. Documentation on a per apparatus or station basis must be pre-arranged and subject to additional cost. **Minimum Charge-** Fire Departments with under 5,600' of hose to test will be subject to a minimum charge of \$1,957.00.

**Fire Hose Testing Service Includes:**

- Service pressure test per NFPA 1962 Standard latest edition, patented technology designed for safety, accuracy, and speed
- Identification number assigned to each length of hose using a FireCatt bar code label on each coupling and redundant marking on the hose jacket at each end
- Inspect-outer jacket, inner liner, coupling, and threads
- Inspect gaskets, replace as required
- Lubricate all couplings using fire hose manufacturer approved 100% silicone lubricant
- Lubricate all apparatus connection points using marine grade "Never Seize"
- Tag all defective hose, mark defect location on hose, remove from service

- Record all data accurately, provide testing report in hard copy, electronically that can dovetail into your existing software, and via internet access on our secure servers
- Unload and reload all hose to meet your specifications when FireCatt labor is provided

#### *Ground Ladder Testing Service Includes:*

- Service Test per NFPA 1932 Standard latest edition, using digital load cell technology
- Identification number assigned to each ladder using a FireCatt bar code label
- Heat sensor label applied to each ladder if current label is out of date
- Report data as outlined above

#### **Customer Responsibilities:**

At FireCatt our number one goal is 100% Customer Satisfaction while providing the Fastest, Safest, MOST Accurate fire hose and ground ladder testing in the Nation!

Experience has shown us that annual service testing REQUIRES a Collaborative Approach to ensure a successful testing program!

#### **Therefore, the Customer Responsibilities are as follows:**

1. **Test Site:** Provide a paved test site (asphalt or concrete – **grass or gravel are NOT acceptable**) with minimum dimensions of 300' x 60'. The larger the test site the more efficient the test process. Note: if the test site requires third party approval, the Fire Department must obtain this approval prior to FireCatt's arrival.
2. **Water Source:** Water for testing to be provided via fire hydrant. In those communities where fire hydrants are not available a standpipe or tender may be used. FireCatt requires a minimum of 35 psi from any water source. The Fire Department is required to operate their tender.
3. **Rack/Spare fire hose:** The FireCatt test process begins with testing spare fire hose. The Fire Department must have all spare hose at the test site by 8:00am the first day of testing. Apparatus hose test to follow spare hose test.
4. **Onsite Contact:** The Fire Department must provide an on-site single point of contact with authority for directing the days testing and who will be responsible for the following:
  - a. Driving apparatus including driving out Large Diameter Hose. **NOTE: FireCatt WILL NOT drive fire department apparatus!**
  - b. Reviewing FireCatt's Pre-Test Survey with the FireCatt Team Leader so that all parties are on the same page for the test day expectations.
  - c. Insure the timely presentation of apparatus/hose for testing. The FireCatt/Fire Department cadence must match up to avoid down time. FireCatt would prefer to have the next apparatus for testing on-site 30 minutes prior to testing of that apparatus. This will ensure the most efficient test process.
  - d. Reviewing and signing off on each individual FireCatt Apparatus Doc Sheet indicating that FireCatt has re-loaded your apparatus correctly.
5. **Out of Service Apparatus:** It is the responsibility of the Fire Department to ensure all fire hose/Ground ladders are presented for testing. FireCatt's schedule does not allow for returning to test out of service apparatus hose.
6. **Fire Department Labor:** FireCatt Option 2 requires the Fire Department to re-load their apparatus. If Option 2 applies to your department, you must have the appropriate number of fire fighters engaged in the process to match the cadence of the FireCatt test process.
7. **Special Requests:** Any special requests or "change orders" outside of the FireCatt quotation/agreement MUST be negotiated prior to the first day of testing.
8. **Cancellation Policy:** Any last-minute cancellations will be subject to a cancellation fee to cover any costs of travel incurred to service your department.

**File Attachments for Item:**

**2. Council Discussion on the Approval of the Request of Blanket Purchase Order for (TEMS Consultants)- Procurement/Fire & EMS**

**Background/History:**

Trinity EMS Consultants (TEMS) is a contracted vendor that provides patient billing services for the FPDF. We are requesting a Blanket Purchase Order for the remaining months of FY24-25 not to exceed \$20,000. On average, we are paying about \$2,200 per month for these services from the general fund:100-60-3610-52-3900.



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Council Discussion for Trinity EMS Consultants (not to exceed \$20,000)

**Submitted By:** Procurement Department (on behalf of Fire & EMS Services)

**Date Submitted:** November 11, 2024

**Work Session Date:** November 18, 2024

**Council Meeting Date:** November 18, 2024

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**Background:**

Trinity EMS Consultants (TEMS) provide patient billing services for the FPPD. We are requesting a blanket Purchase Order for the remaining months of FY24-25 not to exceed \$20,000. On average, we are paying about \$2,200 per month for these services.

100-60-3610-52-3900

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**Cost:** \$ 20,000 Budgeted for:  Yes  No

**Financial Impact:** 100-60-3610-52-3900

**Action Requested from Council:** Discussion and Approval

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## Billing Service Agreement

This Multiple Year Billing Service Agreement ("Agreement" is made and entered into on this 05 day of April, 2022 by and between:

- (a) City of Forest Park, which company is located in Forest Park, GA. (here in after referred to as "Client"),
- and
- (b) Trinity EMS Consulting Services, LLC, hereinafter referred to as "Contractor."

Subject to the specific terms and conditions stated below, the purpose of this Agreement is to establish a relationship whereby the Contractor will provide ambulance-billing service for the Client.

**I. Contractor Responsibilities:** The Contractor will fulfill the responsibilities set forth below:

1. The Contractor shall bill all ambulance calls to the responsible party, sending appropriate invoices, monthly statements, and past due statements. Billing will be completed within two (2) business days of receipt of the electronic file from the Client.
2. The Contractor will file primary and secondary Medicare claims using electronic transmissions direct to the Medicare carrier, complete with ICD10 Diagnosis codes, condition codes (where applicable) and HCPCS codes. Claims containing adequate documentation for processing shall be filed by Contractor within two (2) business days of receipt of the electronic file from the Client.
3. The Contractor will file primary and secondary Medicaid claims using electronic transmissions that are characterized under Medicare as "direct" transmissions (where available) to the state Medicaid agency or their designated representative, complete with ICD 10 codes and HCPCS codes. Claims containing adequate documentation for processing will be filed within two (2) business days of receipt of the electronic file from the Client.
4. The Contractor will file all primary and secondary insurance claims electronically and/or on CMS-1500 forms with appropriate ICD 10 codes and HCPCS codes. Initial claims containing adequate documentation for processing, will be filed within two (2) business days of receipt of the electronic file from the Client.
5. The Contractor will actively resubmit and/or appeal any denied claims for covered services and shall respond to requests for information which information is available to the Contractor.



6. The Contractor will post all payments, denials, and contractual write-offs within two (2) business days after receipt of such from the Client.
7. The Contractor will post any other write-offs that it deems to be appropriate but only as authorized by the Client.
8. Within five (5) business days of receipt of the 'end of month' data from the Client, the Contractor will declare that the monthly activities are closed as to the calendar month and Contractor shall mail the Client monthly accounting and statistical reports as and if requested by the Client.
9. The Contractor will furnish all postage, stationery and phone service used to bill and collect accounts.
10. The Contractor will furnish toll free telephone lines for patient inquiries concerning accounts.
11. Any account that has completed the five-month billing cycle without any funds collected, or arrangements for payments to be made, shall be considered uncollectible by normal means, and will be returned to Client for placement with a collection agency or written off to bad debts as deemed appropriate by the Client.
12. Contractor will comply with any HIPAA compliant requests for medical records from third parties. There will be no fee to Client for this service. All fees for such copying and mailing expense will be billed directly to the requesting party. Fees will be reasonable and will be set in compliance with any applicable State or Federal laws or regulations. These fees will be collected by and will be the sole property of Contractor.
13. The Client, or their authorized representatives, will have the right to audit their billing records upon request, during normal business hours. The Contractor will make these records available, provide adequate space and assist in any way possible with any request to audit these records.

## **II. Client Responsibilities:**

1. The Client will make every effort to obtain appropriate and accurate billing and medical trip report information.
2. The Client will make every effort to assure that the Client's ambulance service employees adequately document all ambulance trips as trained by the Contractor.
3. The Client will electronically transmit billing and trip report information from the Imagetrend Elite field software to the Contractor daily on normal business days.
4. The Client shall collect and submit to Contractor copies of PCS Forms, HIPAA acknowledgement forms and other documentation that may be required to bill for services. Information is to be sent in a manner and at such times as agreed on between the Client and the Contractor.
5. The Client shall keep records of tickets submitted/transmitted to the Contractor and provide storage of paper or electronic records or documents as required by law.



6. The Client will submit to the Contractor copies of all checks, envelopes, explanations of benefits (EOBs), remittance advice (RAs), return mail and all other types of correspondence relating to the billing operation in a manner and at such times as agreed on between the Client and the Contractor.

### **III. Fees and Conditions:**

1. The Contractor will provide all services as outlined for a monthly fee of 5.5% of all funds collected by Contractor on behalf of Client.
2. These amounts will be invoiced by Contractor upon closing of each month. All invoices will be payable within 10 days of receipt of the invoice by the Client. There will be a 5% late penalty assessed monthly for any balance not paid within 10 days.
3. There shall be no funds due Contractor beyond said terms above, nor will there be any funds due on those accounts that are written off or uncollected.
4. Credit card payments will be accepted by the Contractor on behalf of the Client and posted to the patient accounts. The Contractor will reimburse the Client for all credit card payments received.
5. Process for the handling of refund requests and overpayments,
  - A. With the monthly invoice, the Contractor will send to the Client a list of any refunds due to patients, Medicare, Medicaid and/or insurance companies. The Client will be responsible for making sure all refunds are issued within twenty (20) business days of receipt of list from Contractor, as well as providing copies of the refund checks to the Contractor. The Contractor will post the refund checks to the appropriate accounts, thus reducing cash income totals for that month and thereby reducing the payment to the Contractor.
  - B. In the event Client receives a request for a refund or is assessed an "overpayment" by any payer. Client must notify Contractor of such in writing with a copy of the request/assessment within five (5) business days. Additionally, Client hereby agrees to allow Contractor to participate in the appeal of any such overpayment assessment. Contractor shall have no liability for any portion of any overpayment or refund if Client fails to give notice or allow participation in appealing these claims under this section. In no event shall Contractor be liable to Client or any third-party payers for overpayments unless said overpayments are caused by Contractor's error.
6. The Contractor agrees to use its best effort to provide the services specified herein in accordance with Contractor's normal billing procedures as attached in **Exhibit B**.
7. The Contractor shall at all times use his or her own tools and employees to complete the terms of this agreement. The Contractor shall be acting as an independent Billing Agent and not as an employee of the Client and therefore shall not be supervised by the Client but shall proceed to accomplish the services herein in whatsoever manner deemed appropriate within the scope of this agreement. The Client is aware that the Contractor may have other clients and jobs that he or she is working on simultaneously. The Contractor agrees that accounts and records of the Client will be kept separate from those of other clients.



8. The Contractor shall not collect any money belonging to the Client except for credit card payments. All other payments will be submitted directly to the Client. The Client shall send copies of all payments and related correspondence to the Contractor in a timely manner for posting. Contractor will send to Client credit card receipts at agreed upon intervals.

**Term, Termination and Renewal:**

1. The initial fixed term of this agreement shall be three (3) year(s), which term shall start on the date of execution of this agreement by the parties and each of them. Thereafter, this agreement will automatically renew for a twelve (12) month term unless written notice of cancellation is received by the other party thirty (30) days prior to expiration.
2. After the fixed term stated above and any renewals (whether automatic or otherwise), either party may terminate this agreement upon 120 days written notice to the other party of intent to terminate. The following terms shall apply to termination:
  - A. If the Contractor has committed a material breach of the contract, the Client must give written notice of such breach. Notice shall include a statement of the nature of the alleged breach. If after notice is given, the Contractor fails to correct the breach within a reasonable time to cure, the Client may terminate the contract on 30 days' notice without penalty.
  - B. Unless the provisions of paragraph A above are applicable, failure to provide a ninety (90) day written notice of termination by the Client will constitute default of this agreement. In the case of default, the Client agrees to pay all current fees through the date of termination as well as an additional Fifty Dollars (\$50.00) per ticket for all tickets submitted to the Contractor over the past 30 days.

**Limitations of Liability:**

1. The Contractor shall always take due diligence to act within the scope of all Medicare, Medicaid and other applicable healthcare reimbursement laws and regulations and shall have in place a Medicare Compliance Program. Furthermore, the Contractor during the training of the Clients employees shall train them in Medicare compliance practices.
2. In connection with this Agreement, Contractor has warranted and represented that it has specialized knowledge and experience relating to the processing and filing of claims for EMS and ambulance services and the coding and collection of reimbursement from Medicare, Medicaid, Tricare, and other insurance companies and third-party payers. Client is relying on the warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to indemnify and hold Client, its officers, directors, trustees, employees, and agents (hereinafter "the Indemnified Parties") harmless from and against any and all liability, loss, damage, expense, claims, attorney's fees, and costs which the Indemnified Parties may become subject to by virtue of this Agreement or otherwise as the result of Contractor's performance under this Agreement and the actions of Contractor and its employees, agents, or contractors. Without in any way limiting the general application of this indemnification, Contractor agrees that this indemnification specifically includes any liability, loss,





damage, or expense arising from or related in any way to the coding, preparation, and submission of bills for reimbursement related to EMS/ambulance services rendered.

3. The Contractor shall not be liable for any failures on the part of the Client to submit complete, true, and accurate information or documentation which could cause a violation of any Federal or State healthcare reimbursement laws or regulations, nor will Contractor be liable for any overpayment caused or created by such a lack of complete, true, and accurate patient information. Furthermore, it is expressly understood by both parties that many services are based on medical judgment or "medical necessity." Such judgments may or may not result in reimbursable services from an insurance perspective. In the event that services are initially reimbursed and then thereafter considered as "uncovered services" for which reimbursement is requested to be paid back, then the parties shall pay their pro-rata share of said repayment based upon their percentage of the initial payment.
4. The Contractor shall have no liability for the services provided by the Client, except to the extent that such duties are specifically imposed pursuant to this agreement, nor shall the Contractor have any liability for any state, federal or local taxes owed by the Client for funds collected by the Contractor on behalf of the Client.
5. The Contractor shall be responsible for any and all taxes (state, federal and/or local), of Contractor or any similar type payments for Contractor or any employees thereof and shall hold the Client harmless from any and all such payments.

**Confidentiality:**

1. The Contractor shall protect the privacy of patients, families, and employees, including safeguarding confidential and/or proprietary information. The Contractor's employees are fully trained and are aware that whether you read, see, or hear things about patients, families, or employees, it is private and confidential and cannot be shared except as necessary for patient care or as otherwise authorized under The Health Insurance Portability and Accountability Act (HIPAA).
2. The Contractor protects any information – verbal, written, computer, electronic, photographs, or videotape. Employee and consultants may need access to confidential information to perform their assigned duties. However, maintaining confidentiality is a required duty of every employee, agent or consultant, and all others with access to information.
3. All Contractor employees understand it is their responsibility to:
  - A. Comply with the HIPAA Privacy Policy.
  - B. Protect and respect the privacy of patients and their information
  - C. Not access data on patients for whom they do not have responsibility and/or for whom they do not have a "need to know."
  - D. Keep information confidential and not disclose it to others, including employees, patients, and patient's family members unless properly authorized.
  - E. Refrain from conversation about information protected by the Privacy Policy.



- F. Refer all requests and inquiries for confidential information to those who are responsible for release of information.
4. The Contractor's employees understand that violation of these requirements may result in disciplinary action up to and including termination of their employment, affiliation and/or contractual rights with the Contractor.
  5. The Client shall at all times use their best efforts to protect the confidentiality of the Contractor's proprietary software and information and will not copy or distribute this information to anyone without the express written permission of the Contractor.

**Data Center/Data Hosting Option:**

Due to the expense and technical nature of hardware requirements for data storage and transmission, Contractor offers data hosting through a third-party Data Center. In the event that Client elects to have Contractor host Client's data as set forth below, and in additional consideration thereof, the following additional terms apply to and supersede any other terms of this Agreement:

1. All software provided to Client is provided for use only and is not permanently licensed to or owned by Client. In the event of termination of this Agreement, either at the natural termination or upon early termination, with or without cause, by either party, access to the system will be terminated and client may not be permitted to view, or access said data through the system. Contractor will provide back-up data to Client upon request.
2. Accessibility: it is agreed and understood that data may be un-accessible at times due to upgrades and maintenance to the system. Contractor will endeavor to give to Client two (2) days' notice of any scheduled upgrade or maintenance.
3. Liability: It is agreed and understood that this Data Center option shall be administered through a third party, at their location and upon their terms and conditions of use. Contractor shall be responsible for all payments for said Data Center and hereby agrees to make all payments in a timely manner so as to avoid any loss of use. Contractor also hereby agrees to provide Data Center with all Contractor software and technical support necessary to accomplish the data hosting needs of Client. Contractor shall not be held liable for data corruption or virus attacks that may compromise the accessibility or integrity of the data, and client hereby agrees to indemnify and hold-harmless Contractor for any such loss.
4. Third Party Vendor: It is agreed and understood that third party vendor/Data Center is not an agent or partner of, nor is in joint venture with, Contractor.
5. Security: Contractor shall require of third-party vendor strict levels of security in the storage and transmission of client data in compliance with state and Federal law. Contractor shall not be responsible for violation of said security requirements and client hereby agrees to indemnify and hold-harmless Contractor for any such loss.



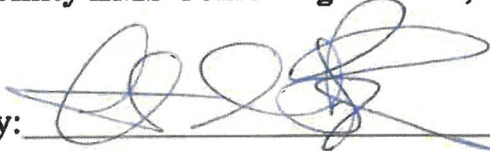
**General Provisions:**

1. This agreement constitutes the full terms agreed upon between both parties either written, verbal or implied and cannot be changed or altered without the written consent of both parties.
2. In the event that any portion of this agreement is found unenforceable, the remaining provisions will remain in full force and effect unless to do so would clearly violate the overall intentions of the parties.
3. This agreement shall be interpreted pursuant to the laws of the State of Georgia.
4. Headings are used herein as general terms and shall not be interpreted as limiting or effecting the contractual obligations contained herein.

Executed this 5 day of April 2022.

**CONTRACTOR:**

**Trinity EMS Consulting Services, LLC**

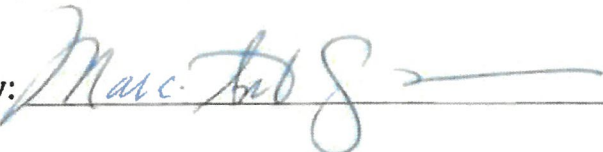
By: 

Name: Christina Brant

Title: Director of Operations.

**CLIENT:**

**City of Forest Park**

By: 

Name: MARC-ANTONIE COOPER

Title: City Manager

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE BLANKET PURCHASE ORDER FOR TRINITY EMS CONSULTANTS FROM THE CITY'S FIRE AND EMERGENCY SERVICES DEPARTMENT.**

**WHEREAS**, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, the City's Fire and Emergency Services Department ("Department") requests the City Council to approve the blanket purchase order ("BPO") with Trinity EMS Consultants ("TEMS"); and

**WHEREAS**, TEMS is a contracted vendor which provides patient billing services for the Department; and

**WHEREAS**, the BPO consists of paying an amount not to exceed Twenty Thousand Dollars and 00/100 Cents (\$20,000.00) from the general fund (100-60-3610-52-3900) for the remaining months of the 2024-2025 Fiscal Year; and

**WHEREAS**, the approval of this BPO is necessary to protect the safety, health, and welfare of the citizens of the City.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The Department's request to approve the blanket purchase order with Trinity EMS Consultants in an amount not to exceed Twenty Thousand Dollars and 00/100 Cents (\$20,000.00) as presented to the Mayor and City Council on November 18, 2024 is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_ (SEAL)  
*City Clerk*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**3. Council Discussion on the Approval of the purchase of Computer Hardware-Procurement/  
Information Technology**

**Background/History:**

The IT department is seeking approval to purchase 20 laptops along with docking stations and monitors from the DOAS cooperative contract 99999-SPD-SPD0000060 with CDWG. This is a hardware purchase that was budgeted and part of our regular maintenance under our computer hardware refresh cycle.



CITY OF  
**FORESTPARK**

# City Council Agenda Item

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**Subject:** Computer Hardware Purchase

**Submitted By:** Josh Cox, IT Director

**Date Submitted:** November 11<sup>th</sup>, 2024

**Work Session Date:** November 18<sup>th</sup>, 2024

**Council Meeting Date:** N/A

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**Background/History:**

The IT department is seeking approval to purchase 20 laptops along with docking stations and monitors. This is a hardware purchase that was budgeted and part of our regular maintenance under our computer hardware refresh cycle.

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**Cost:** \$ 29,911.00

**Budgeted for:**  Yes  No

None

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**Action Requested from Council:** We are asking for approval to purchase these additional computers.



Thank you for choosing CDW. We have received your quote.

Item #3.

Hardware    Software    Services    IT Solutions    Brands    Research Hub

# QUOTE CONFIRMATION

JOSHUA COX,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PDLR136	10/23/2024	PDLR136	4168989	<b>\$29,911.00</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Dell Latitude 3550 (version 2024) - 15.6" - Intel Core i7 - 1355U - 16 GB R</a> Mfg. Part#: 1MH5J Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	20	7886948	\$952.35	\$19,047.00
<a href="#">Dell 3Y Accidental Damage Service - accidental damage coverage - 3 years -</a> Mfg. Part#: 848-8169 Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	20	6628657	\$89.49	\$1,789.80
<a href="#">Dell WD19S - docking station - USB-C - HDMI, 2 x DP, USB-C - 1GbE</a> Mfg. Part#: DELL-WD19S130W Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	20	6416316	\$193.33	\$3,866.60
<a href="#">ViewSonic VA2747-MHJ - 1080p Ergonomic Monitor with AMD FreeSync, 75 Hz, Ey</a> Mfg. Part#: VA2747-MHJ Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	40	6695045	\$130.19	\$5,207.60

<b>SUBTOTAL</b>	\$29,911.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$29,911.00</b>

PURCHASER BILLING INFO	DELIVER TO
------------------------	------------



**Billing Address:**

FOREST PARK POLICE DEPT  
ACCTS PAYABLE  
320 CASH MEMORIAL BLVD  
FOREST PARK, GA 30297-2666  
**Phone:** (404) 366-7280

**Payment Terms:** Net 30 Days-Govt State/Local

**Shipping Address:**

CITY OF FOREST PARK  
745 FOREST PKWY  
FOREST PARK, GA 30297

**Shipping Method:** UPS Ground (2- 3 Day)

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



**Sales Contact Info**

**Zach Deliberto** | (877) 649-8688 | [zachdel@cdwg.com](mailto:zachdel@cdwg.com)

**Need Help?**



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

# CITY OF FOREST PARK PURCHASE REQUISITION FORM

Item #3.

**For purchases valued \$1,000 and up**

This form must be completed prior to creating a Purchase Order

<b>Department :</b>	IT	<b>Date:</b> 11-11-24	<b>Requisition Number:</b> 25-06263
<b>Prepared By:</b>	11-11-24		

**Explanation**

This Requisition is for:

<input type="checkbox"/> Services	THIS REQUEST IS FOR 20 LAPTOPS ALONG WITH DOCKING STATIONS AND MONITORS
<input checked="" type="checkbox"/> Goods	
<input type="checkbox"/> Public Works Construction	
<input type="checkbox"/> Other _____	

**Justification for Request:**

See attached \_\_\_\_\_ page(s) or \_\_\_\_\_ line item(s) and attached specifications \_\_\_\_\_ pages

**Budget**

**Attach proof of available funds and provide the following:**

<b>Budget Line Item:</b>	100 24-1535-53-240		
<b>Funds Available:</b>	YES	<b>Cost of goods or services:</b>	29,911.00

**Vendor**

New vendors must complete the Vendor/Supplier Information Form and provide a w-9 and E-Verify Affidavit.

**Select whether vendor is a new or current vendor of the City and provide the following:**

<input type="checkbox"/> New	<input checked="" type="checkbox"/> Current	<b>Vendor Name:</b>	CDWG	
		<b>Current Vendor Number:</b>	01-026261	
<b>If Statewide Contract, provide the following: (Attach one quote. Three quotes are not needed)</b>				
		<b>Statewide Contract ID number:</b>		
<b>If Requisition is replacing a current Contract, provide the following:</b>				
		<b>Current Contract Number:</b>		<b>Contract Expiration Date:</b>

**Solicitation**

Complete this section only if a formal bid or RFP advertisement is needed.

**Also attach Solicitation Request Form**

<b>Estimated cost of goods or services:</b>	
<b>Is cooperative purchase option available?</b>	
<b>Date goods or services are needed:</b>	

**Signatures**

<b>Department Head Authorization:</b>	<i>JOSH COX</i>	<b>Date:</b>	11-11-24
<b>Purchasing Authorization:</b>		<b>Date:</b>	
<b>Finance Director:</b>		<b>Date:</b>	
<b>City Manager:</b>		<b>Date:</b>	

**Instructions:**

1. Complete requisition form in its entirety. (No previous versions of the Requisition Form will be accepted)
2. Attach 3 quotes (or justification if 3 quotes could not be obtained) and proof of budgeted funds.
3. Have New Vendors to send Vendor Registration Form, W-9, and E-Verify forms **directly** to [procurement@forestparkga.gov](mailto:procurement@forestparkga.gov) for issuance of an assigned Vendor #.
4. Enter Requisition form and additional documents to ASANA and assign to the designated Procurement Officer.
5. Once a fully signed requisition form has been returned to you with the valid PO # then proceed with purchase.
6. Once goods and/or services are received, submit Invoice and PO # to Accounts Payable (copy Procurement) for payment.

**Please complete, sign, and return Requisition Form along with all required documents to ASANA and assign to the designated Procurement Officer**  
**PO # will not be approved and Invoice will not be paid if not completed properly.**



## Statewide Contract Information Sheet

<b>Statewide Contract Number</b>	<b>99999-SPD-SPD0000060</b>	<b>NIGP Code</b>	<b>See page 5</b>
<b>Name of Contract</b>	<b>Statewide Contracts for Software and Ancillary Services</b>		
<b>Effective Date</b>	<b>August 2012</b>	<b>Expiration Date</b>	<b>April 30, 2025</b>
<b>Contract Table of Contents</b>			
<b>Suppliers Awarded</b>	<b>6</b>	<b>Contract Information:</b>	<b>Categories 1, 2 &amp; 3 are Mandatory; Category 4 is Convenience</b>
<b>Contract Information for Supplier</b>			<b>Page Number</b>
<b>CDW Government, LLC (Categories 1, 2 and 3)</b>			<b>2, 3</b>
<b>Additional Contract Information</b>			
<b>General Contract Information</b>			<b>3</b>
<b>Category Description</b>			<b>4</b>
<b>DOAS Contact Information</b>			<b>5</b>

## Supplier Information Sheet

Contract Information	
<b>Statewide Contract Number</b>	<b>99999-SPD-SPD0000060-0004</b>
<b>Contract Name</b>	<b>Statewide Contracts for Software and Ancillary Services</b>
<b>PeopleSoft Supplier Number</b>	<b>0000008436</b>
<b>Supplier Name &amp; Address</b>	
<p>CDW Government, LLC (Categories 1, 2 and 3) 230 N. Milwaukee Ave. Vernon Hills, IL 60061</p>	
<b>Contract Administrator</b>	
<p>Pam Janutolo Deputy Program Manager <a href="mailto:pam@cdwg.com">pam@cdwg.com</a> 203-851-7177</p>	
<b>Contact Details</b>	

<p><b>Ordering Information</b></p>	<p>To place an order: 1. Obtain a new quote from: Mike Zorica Executive Account Manager <a href="mailto:Mikezor@cdwg.com">Mikezor@cdwg.com</a> 866-339-3535 (DOAS recommends obtaining quotes from more than one supplier.) 2. Verify %age discount matches contract 3. Submit order to vendor per instructions provided on vendor quote according to your preferred payment method (PO, Pcard or other).</p>
<p><b>Remitting Information</b></p>	<p>CDW Government, LLC 75 Remittance Dr., Suite 1515 Chicago, IL 60675</p>
<p><b>Delivery Days</b></p>	<p>Purchase Order must be placed prior to download or installation of each copy of software and prior to each subsequent renewal term</p>
<p><b>Discounts</b></p>	<p>See minimum discounts on cost sheet.</p>
<p><b>Payment Terms</b></p>	<p>Net 30 Days</p>
<p><b>Bid Offer includes</b></p>	<p>State and Local Government</p>
<p><b>Acceptable payment method</b></p>	<p>Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.</p>

## **General Contract Information**

DOAS competed and awarded the Statewide Contracts for Software by Category. The Categories of Software that each supplier's contract award includes are identified on the Information Sheet for the Supplier.

Suppliers submitted proposals to provide software from specific publishers at certain discounts from publisher's standard price (equivalent to an MSRP) as shown on the cost sheet for the relevant supplier and category.

All discounts shown are minimum discounts, and suppliers may provide additional or deeper discounts to state and local agencies under the Statewide Contracts for Software

Agencies should ask for "Academic pricing" if they are obtaining quotes for schools, colleges or administrative offices of educational organizations. The discounts available may differ depending on the type of academic organization; academic organizations receive significantly lower prices or significantly deeper discounts from many software publishers.

Agencies must place purchase orders prior to downloading or using software. Unless the agency acquires a perpetual license and does not incur charges for maintenance, the agency must also place a purchase order each year prior to incurring software renewal fees or maintenance or other charges.

For Category 3, **Microsoft Reseller Services**, the State has three (3) authorized resellers: **CDWG, Dell and SHI**. Each reseller may deliver software under any of the State of Georgia master agreements with Microsoft. These include the Enterprise Agreement, the Select Plus Agreement for State and Local Government, the Select Plus Academic Agreement, and an EES Agreement. Each supplier that holds a contract that includes Category 3 has certified Microsoft licensing specialists who are trained to provide assistance on the various Microsoft licensing programs.

The Statewide Contracts for Software include training, assessment and installation services. The contracts do not include implementation services or project work. Please see the Exhibit A to each supplier's contract for details of the services permitted to be provided through that contract.

### **PURCHASE OF CLOUD PRODUCTS UNDER THE SWC FOR SOFTWARE**

**The Purchase of new Cloud products and the renewal of existing Cloud Products, under the Statewide Contract for Software requires an Acknowledgemetn by the requesting entity that the Software SWC did not contemplate terms to cover Cloud purchases and may not protect the State's interest related to Software as a Service, Platform as a Service and infrastructure as a Service Products.**

Please find the **required** "Acknowledgement Form Cloud Solution Purchases Under the Statewide Contract for Software" as an attachment in team Georgia Market Place and PeopleSoft.

**NIGP CODES FOR SOFTWARE:**

20429, 20447, 20529, 20547, 20655, 20800, 20811, 20812, 20815, 20818, 20819, 20820, 20830, 20832, 20836, 20841, 20842, 20844, 20845, 20846, 20851, 20853, 20854, 20856, 20857, 20858, 20859, 20860, 20861, 20864, 20865, 20867, 20870, 20872, 20877, 20880, 20881, 20882, 20883, 20885, 20886, 20888, 20900, 20912, 20913, 20914, 20922, 20924, 20937, 20942, 20943, 20945, 20946, 20947, 20949, 20952, 20954, 20958, 20959, 20960, 20962, 20966, 20970, 20973, 20978, 20982, 20984, 20986, 20987, 91829, 92000, 92004, 92007, 92014, 92015, 92016, 92027, 92032, 92044, 92045, 92046, 92049, 92056, 92063, 92091, 92094, 92095, 92096, 96728, 98574

**Amendments/Renewals/Extensions**

Extension 2: July 1, 2018 - May 30, 2019  
Extension 3: June 1, 2019 - April 30, 2020  
Extension 4: June 1, 2020 - April 30, 2021  
Extension 5: MAY 1, 2021 - APRIL 30, 2022  
Extension 6: May 1, 2022 - April 30, 2023  
Extension 7: May 1, 2023 - April 30, 2024  
Extension 8: May 1, 2024 - April 30, 2025

**DOAS CONTACT INFORMATION:**

**Name: Duane Tomlinson**

**Contract Management Specialist**

**Phone: 404-850-4075**

**email: [duane.tomlinson@doas.ga.gov](mailto:duane.tomlinson@doas.ga.gov)**

**Procurement Help Desk**

**Telephone: 404 -657-6000**

**Email: [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)**



**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE PURCHASE OF COMPUTER HARDWARE WITH CDW GOVERNMENT, LLC FROM THE CITY'S INFORMATION TECHNOLOGY DEPARTMENT.**

**WHEREAS**, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, the City's Information Technology Department ("Department") requests the City Council to approve the purchase of twenty (20) laptops along with docking stations and monitors from CDW Government, LLC; and

**WHEREAS**, the financial impact of the purchase of this computer hardware shall be Twenty-Nine Thousand, Nine Hundred and Eleven Dollars and 00/100 Cents (\$29,911.00); and

**WHEREAS**, the purchase of this computer hardware is necessary for the efficient operations of the City.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The Department's request to purchase computer hardware from CDW Government, LLC in the amount of Twenty-Nine Thousand, Nine Hundred and Eleven Dollars and 00/100 Cents (\$29,911.00) as presented to the Mayor and City Council on November 18, 2024 is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_  
*City Clerk* (SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**4. Council Discussion on the Approval of a 6-month renewal for Nutanix Server Software-Procurement/Information Technology**

**Background/History:**

The City's has two core host clusters that host all of the City's virtual machines. These host servers are manufactured and supported by Nutanix. Both the support and the virtualization software can only be provided by Nutanix and there is an annual renewal for the software/support. We historically have done the renewal for a 1-year term as that is standard but have elected to only do a 6-month term. The reason for this is we are beginning plans to migrate to new host servers for the new City Center. Depending on the timeline of that project, we would not want to extend the support past the point the current hosts are needed. Renewing 6-months at a time is not more expensive and provides us with some additional flexibility. IT requests the 6-month renewal period with InterDev for \$43,936.28 from the General fund.

**Alpharetta (Global)**

900 Holcomb Woods Parkway

Roswell, GA 30076

7706434400

www.interdev.com

Item #4.

**INTERDEV**  
IT | Security | GIS

**We have prepared a quote for you**

**2024 - 6 month Nutanix System Renewal**

QUOTE # 007691 V1

PREPARED FOR

**City of Forest Park, GA**

PREPARED BY

**James Ferro**

## Executive Summary

**Overview** This proposal is for a 6-month renewal of Nutanix services to ensure continuity and support for our infrastructure needs. The renewal will provide ongoing access to Nutanix’s hyper-converged infrastructure (HCI) technology, support services, and platform enhancements. Extending the Nutanix subscription will ensure operational stability while allowing time to assess long-term strategic decisions.

**Objective** Maintain system performance, reliability, and security, which are critical for uninterrupted service delivery. The 6-month timeframe allows us to evaluate Nutanix’s alignment with our future infrastructure strategy and potential options for optimization or migration.

### Key Benefits

1. **Operational Continuity:** Renewing ensures uninterrupted access to Nutanix’s support, reducing the risk of downtime or service interruptions.
2. **Security and Compliance:** Renewal includes critical security updates and patches, supporting compliance and safeguarding against vulnerabilities.
3. **Scalability and Flexibility:** Nutanix’s platform provides scalable resources, allowing for flexibility during this evaluation period.
4. **Support and Expertise:** Renewal provides continued access to Nutanix’s expert support team for troubleshooting, enhancing response times and issue resolution.

**Strategic Fit** This short-term renewal allows time to reassess our infrastructure needs and Nutanix’s role in our long-term strategy, ensuring decisions are informed by our evolving business requirements.

## Software & Licensing

Description	Price	Qty	Ext. Price
<b>Nutanix Acropolis License</b> Subscription Renewal, Acropolis (AOS) Pro Software License & Production Software Support Service	\$40,473.72	1	\$40,473.72
<b>Nutanix Acropolis - Per Core</b> Subscription Renewal, Acropolis (AOS) Pro Software License & Production Software Support Service for 1 CPU core	\$0.01	192	\$1.92
<b>Nutanix Acropolis for Flash Memory</b> Subscription Renewal, Acropolis (AOS) Pro Software License & Production Software Support Service for 1 TiB of flash	\$0.01	112	\$1.12
<b>Nutanix - 24/7 Production Level Support - Short Term</b> 24/7 Production Level Short Term HW Support Renewal for Nutanix HCI appliance	\$864.88	4	\$3,459.52
Subtotal:			<b>\$43,936.28</b>

## Terms

**Term:** The initial term of this Agreement shall be from the date of service commencement and shall continue for six (6) months ("Term"). Upon expiration of the Term, support for this device will discontinue. This includes support services, maintenance and upgrades, as well as replacement.

**Billing & Payment:** InterDev will invoice the Client for the full amount of the renewal at the start of the contract period. Payment is due within 30 days of invoice receipt (NET 30).

**Amendments:** Any changes to the scope of work must be documented in a change order. Additional fees resulting from approved change orders will be invoiced separately.

**Non-Solicitation of Employees:** During the term of this Agreement and for a period of two (2) years after its termination or expiration, neither party shall directly or indirectly solicit, recruit, or hire any employees, contractors, or agents of the other party involved in the performance of this Agreement. For the purposes of this clause, "solicitation" includes but is not limited to:

- Initiating contact with employees of the other party for the purpose of offering employment or engagement
- Inducing or attempting to induce employees of the other party to terminate their employment or engagement.
- Assisting others in soliciting, recruiting, or hiring employees of the other party.

In the event of a breach of this non-solicitation clause, the non-breaching party shall be entitled to 50% of the solicited employee's annual salary.

7706434400  
jferro@interdev.com  
www.interdev.com

## 2024 - 6 month Nutanix System Renewal



**Prepared by:**  
**Alpharetta (Global)**  
James Ferro  
(678) 672-1509  
Fax 6786721555  
jferro@interdev.com

**Prepared for:**  
**City of Forest Park, GA**  
745 Forest Parkway  
Forest Park, GA 30298  
Joshua Cox  
(470) 538-2218  
JCox@forestparkga.gov

**Quote Information:**  
**Quote #: 007691**  
Version: 1  
Delivery Date: 11/05/2024  
Expiration Date: 12/05/2024

### Quote Summary

Description	Amount
Software & Licensing	\$43,936.28
<b>Total:</b>	<b>\$43,936.28</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Alpharetta (Global)

City of Forest Park, GA

Signature: James Ferro  
Name: James Ferro  
Title: Sales Support Specialist  
Date: 11/05/2024

Signature: \_\_\_\_\_  
Name: Joshua Cox  
Date: \_\_\_\_\_



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Nutanix Software and Support Renewal– IT Department

**Submitted By:** Josh Cox, IT Director

**Date Submitted:** November 11th, 2024

**Work Session Date:** November 18<sup>th</sup>, 2024

**Council Meeting Date:** N/A

**Background/History:**

The City's has two core host clusters that host all of the City's virtual machines. These host servers are manufactured and supported by Nutanix. Both the support and the virtualization software can only be provided by Nutanix and there is an annual renewal for the software/support. We historically have done the renewal for a 1-year term as that is standard, but have elected to only do a 6 month term. The reason for this is we are beginning plans to migrate to new host servers for the new City Center. Depending on the timeline of that project, we would not want to extend the support past the point the current hosts are needed. Renewing 6 months at a time is not more expensive and provides us with some additional flexibility. This is a budgeted expense coming from the IT budget.

**Cost:** \$ \$43,936.28

**Budgeted for:**  Yes  No

None

**Action Requested from Council:** We are seeking approval to move forward with this renewal



# CITY OF FOREST PARK PURCHASE REQUISITION FORM

Item #4.

**For purchases valued \$1,000 and up**

This form must be completed prior to creating a Purchase Order

<b>Department :</b>	IT	<b>Date:</b>	11-11-24	<b>Requisition Number:</b>	25-06264
<b>Prepared By:</b>	JOSH COX				

**Explanation**

This Requisition is for:	
<input type="checkbox"/> Services	6 MONTH RENEWAL OF OUR SERVER FARM VIRTUALIZATION SOFTWARE
<input checked="" type="checkbox"/> Goods	
<input type="checkbox"/> Public Works Construction	
<input type="checkbox"/> Other _____	

**Justification for Request:**

See attached \_\_\_\_\_ page(s) or \_\_\_\_\_ line item(s) and attached specifications \_\_\_\_\_ pages

**Budget**

**Attach proof of available funds and provide the following:**

<b>Budget Line Item:</b>	100 24-1535-53-2401		
<b>Funds Available:</b>	YES	<b>Cost of goods or services:</b>	43,936.28

**Vendor**

New vendors must complete the Vendor/Supplier Information Form and provide a w-9 and E-Verify Affidavit.

**Select whether vendor is a new or current vendor of the City and provide the following:**

<input type="checkbox"/> New	<input checked="" type="checkbox"/> Current	<b>Vendor Name:</b>	INTERDEV	
<b>Current Vendor Number:</b>		01-027094		
<b>If Statewide Contract, provide the following: (Attach one quote. Three quotes are not needed)</b>				
<b>Statewide Contract ID number:</b>				
<b>If Requisition is replacing a current Contract, provide the following:</b>				
<b>Current Contract Number:</b>		<b>Contract Expiration Date:</b>		

**Solicitation**

Complete this section only if a formal bid or RFP advertisement is needed.

**Also attach Solicitation Request Form**

<b>Estimated cost of goods or services:</b>	
<b>Is cooperative purchase option available?</b>	
<b>Date goods or services are needed:</b>	

**Signatures**

<b>Department Head Authorization:</b>		<b>Date:</b>	11-11-24
<b>Purchasing Authorization:</b>		<b>Date:</b>	
<b>Finance Director:</b>		<b>Date:</b>	
<b>City Manager:</b>		<b>Date:</b>	

**Instructions:**

1. Complete requisition form in its entirety. (No previous versions of the Requisition Form will be accepted)
2. Attach 3 quotes (or justification if 3 quotes could not be obtained) and proof of budgeted funds.
3. Have New Vendors to send Vendor Registration Form, W-9, and E-Verify forms **directly** to [procurement@forestparkga.gov](mailto:procurement@forestparkga.gov) for issuance of an assigned Vendor #.
4. Enter Requisition form and additional documents to ASANA and assign to the designated Procurement Officer.
5. Once a fully signed requisition form has been returned to you with the valid PO # then proceed with purchase.
6. Once goods and/or services are received, submit Invoice and PO # to Accounts Payable (copy Procurement) for payment.

**Please complete, sign, and return Requisition Form along with all required documents to ASANA and assign to the designated Procurement Officer**  
**PO # will not be approved and Invoice will not be paid if not completed properly.**



# Professional Services Agreement

## 1. Services

This Agreement between City of Forest Park, GA, herein referred to as the Client, and the Service Provider, InterDev, LLC, herein referred to as InterDev, is effective upon the date signed, and shall remain in force for a period as described in Term of Agreement. Client shall engage InterDev to perform the services described in **Exhibit A**.

### Term of Agreement

Start date of Services is 11/01/2023 for a 12-month contract. Upon expiration of this initial term, Agreement shall automatically renew for a term of one (1) year in perpetuity for up to four (4) additional years unless either Client or InterDev notifies the other party in writing of its intention to not renew this Agreement, which notification must be delivered no later than sixty (60) days prior to the expiration of the then current term of the Agreement.

Client hereby engages InterDev for the initial term set forth above, to provide services in support of Client's Information Technology and Cyber Security ("IT and Security Services"), main location in Atlanta, GA.

This Agreement may be terminated by either Party upon sixty (60) days' written notice if the other Party:

- Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within sixty (60) days of receipt of such written notice.
- Breaches any material term or condition of this Agreement and fails to remedy such breach within sixty (60) days of receipt of such written notice.
- Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- Termination; Mutual Consent. This Agreement may be terminated upon the mutual, written consent of the parties.
- If either party terminates this Agreement, InterDev will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay InterDev the actual costs of rendering such assistance. Any controversy between Client and InterDev involving the contracted services of this Agreement shall on the written request of either party be submitted to state of Georgia arbitration.
- Notwithstanding any provision herein to the contrary, The Client may terminate this Agreement at any time for any reason with sixty (60) days advance written notice. In such event, Interdev shall be entitled to compensation for all services actually rendered through the termination date at the rate set forth in Exhibit A.

## 2. Payment Schedule

Monthly payment as set forth in Exhibit A, will be invoiced to Client on the first of each month and will become due and payable 15 days after receipt. Upon each anniversary of the agreement, the services rate and project resources rate will automatically increase by five (5) percent. Services may be suspended if payment is not received within 15 days following date due. If payment is not received within 30 days of receipt of invoice, Client will be assessed a late charge equal to 1½ percent of the unpaid amount per month.

## 3. Escalation

Escalation contacts are:

*Josh Auld – IT Services Manager*  
[jauld@interdev.com](mailto:jauld@interdev.com)  
 318-605-7500 Cell

*Jason Brookins – Chief Operating Officer*  
[jbrookins@interdev.com](mailto:jbrookins@interdev.com)  
 678-672-1512 Desk  
 404-391-0846 Cell

*Rosie Caldon – Director of Support Services*  
[rcaldon@interdev.com](mailto:rcaldon@interdev.com)  
 678-672-1519 Desk  
 404-272-5009 Cell

## 4. Use of software

Authorization to use any software provided by InterDev to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, or distribute the software, or make any unauthorized use of InterDev materials. Modification of such materials or the use of such materials for any purpose not authorized by InterDev is prohibited.

## 5. Ownership of Work Product

Any (a) work of authorship fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) trade secrets, or (e) any other copyrightable, patentable and/or trademark-able intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Service Provider and/or InterDev Personnel; and/or (ii) through collaborative efforts of InterDev (including InterDev Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to InterDev; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including InterDev Personnel and Client Personnel) without the express, written consent of InterDev, which consent may be withheld. Upon request of InterDev, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of InterDev.

## 6. Non-Solicitation, Non-Hire

The Client agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Client shall not directly or indirectly solicit, recruit, or hire any employees or contractors of the Contractor without the express written consent of the Contractor.

In the event that the Client breaches the non-solicitation clause stated above and hires an employee or contractor of the Contractor without obtaining the Contractor's prior written consent, the Client agrees to pay a recruiting fee to the Contractor. The recruiting fee shall be equal to 100% of the hired employee's or contractor's annual salary or the agreed-upon compensation package, whichever is greater. This fee is payable within 30 days from the date of the employee's or contractor's employment commencement with the Client.

The Client shall promptly notify the Contractor in writing upon extending an offer of employment to any employee or contractor of the Contractor. The notification should include details of the employment offer, including the position, start date, compensation package, and any other relevant terms.

This non-solicitation, non-hire clause and the associated recruiting fee shall apply to any employee or contractor of the Contractor, whether introduced to the Client by the Contractor or identified independently by the Client during the term of this Agreement and the one (1) year following its termination.

In the event that any provision of this non-solicitation, non-hire clause is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 7. Disclaimer of Warranties

Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, InterDev disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. InterDev does not warrant that use of software or products furnished by InterDev will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

## 8. Limitation of Liability

In no event shall InterDev be liable to the Client or any other party for any special, exemplary, incidental, or consequential damages, including but not limited to lost profits, whether arising out of contract, tort, and strict liability or otherwise.

## 9. Good Faith

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement.

10. Miscellaneous

This instrument contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. InterDev is an independent contractor, and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. If arbitration strikes down one of the provisions the rest of the contract should remain enforceable. InterDev shall not be liable to Client for any failure or delay caused by events beyond InterDev's control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures, or accessibility to work site. The headings contained herein are for convenience of reference only and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

11. Taxes

It is understood that any Federal, State or Local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

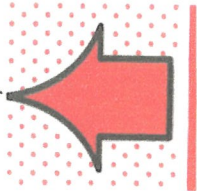
Disclaimer

The information contained in this document is the property of InterDev and is considered proprietary and confidential. The contents of the document must not be reproduced or disclosed wholly or in part or used for purposes other than that for which it is supplied without prior written permission of InterDev.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

	CEO	10/06/23
Authorized Signature/Title	InterDev, LLC	Date



	Rich L. Clark Jr. City Manager	10/06/23
Authorized Signature/Title	City of Forest Park, GA	Date

**Exhibit A**

Attached InterDev Proposal



# Managed IT & Security Services

Proposal - City of Forest Park, Georgia - July 28, 2023



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# Executive Summary

# Cover Letter

July 27, 2023

Dear Mr. Cox,

InterDev is honored to have the opportunity to continue to serve the City of Forest Park. The relationship we've developed with the City over the last three (3) years is special. So much so, we view our relationship through the lens of a partnership. As your partner, it would be our top priority to deliver services to the City of Forest Park in a manner that advances the following priorities.

Security	24x7 Responsiveness	Cost Savings
<p>InterDev strives to build and maintain a security environment that promotes cybersecurity, and that reduces the likelihood of external threats that could impair the City of Forest Park's ability to operate.</p>	<p>When there is a security threat, InterDev will be poised to deliver the very best we have to offer to mitigate and minimize harm, while also aggressively working to remove the threat. Our responsiveness also extends to employee-related matters. When there is a need for tutorials, or workplace IT maintenance matters, InterDev will respond with proficiency.</p>	<p>At every turn, InterDev will strive to recommend equipment replacement, software, hardware, and processes that ensure maximum performance for the IT environment we build, and best-of- breed resources at a price that promotes cost savings.</p>

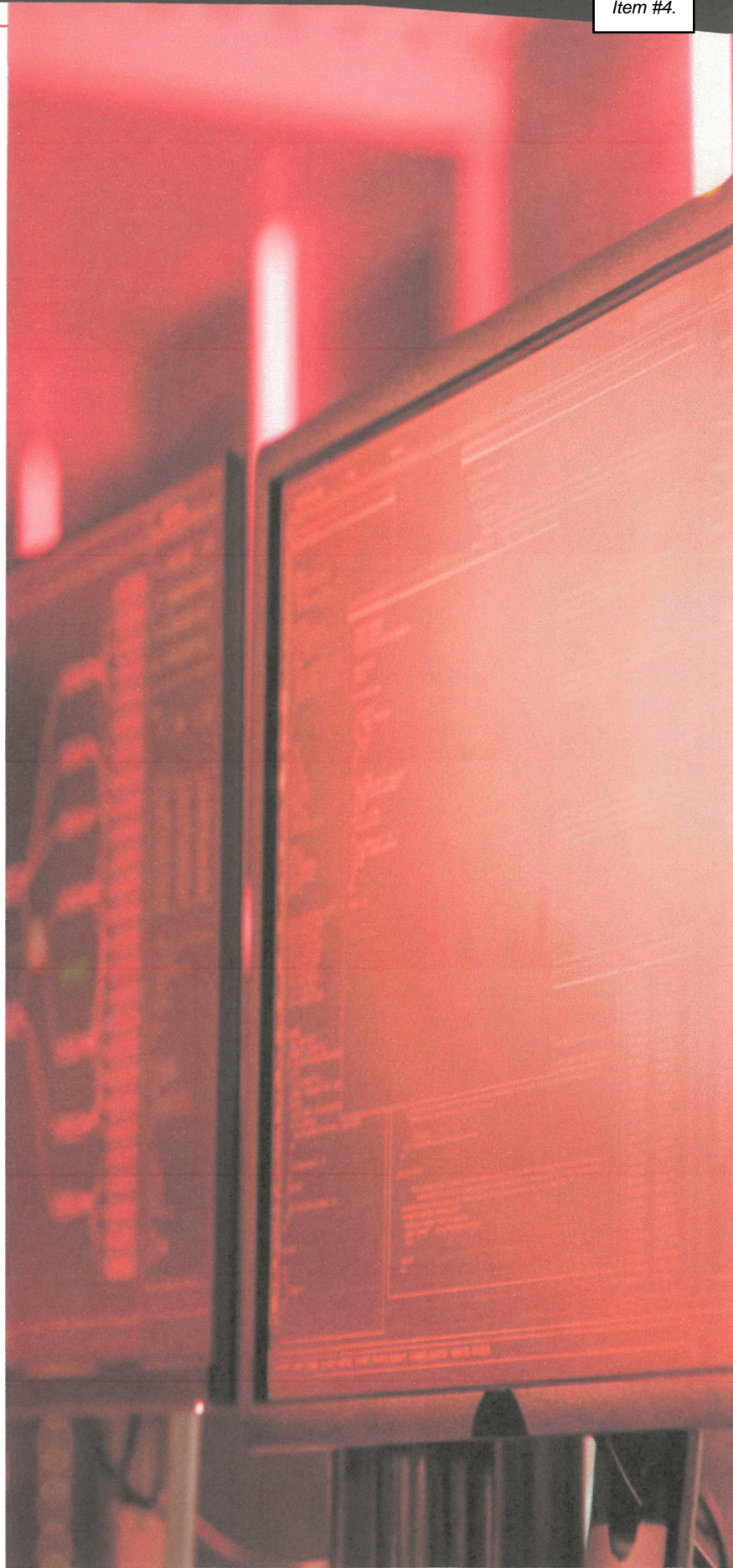
We thank you for allowing us an opportunity to have an impact on the employees and citizens of the City of Forest Park. It would be an honor to continue to serve your needs.

Sincerely,



Gary Nichols  
CEO

# IT & Security Services



## INTERDEV SERVICE CATALOG

The following tables indicate the services included in InterDev's standard managed support services.

### END USER SERVICES

Service functions that directly involve the support of the client End User. These services focus primarily on desktop hardware, application, training, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Desktop Support	Provides in-person support for individual business users regarding end-user technology (hardware or applications)	<ul style="list-style-type: none"> <li>• support for server &amp; peripheral hardware</li> <li>• Remote hardware support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Application Support	Helping employees troubleshoot application errors or malfunctions (On-premise/Hosted/ Cloud)	<ul style="list-style-type: none"> <li>• Remote application support</li> <li>• application support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Mobile Device Support	Provides support for individual business users regarding mobile device technology (hardware or applications)	<ul style="list-style-type: none"> <li>• Remote application and hardware support</li> <li>• application and hardware support</li> </ul>
Lifecycle Management	Standard management and administration of end user hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Version Control</li> <li>• Asset Management</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On- premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Windows Updates</li> <li>• Firmware Updates</li> <li>• Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Device Monitoring</li> <li>• Limited Application Monitoring</li> </ul>
Software Provisioning	Supply employees with necessary up-to-date software for them to work	<ul style="list-style-type: none"> <li>• Request non-standard software</li> <li>• Procure/order new software</li> <li>• Install and upgrade standardized desktop software</li> </ul>

## DATA CENTER SERVICES

Service functions that directly involve the support of the data center operations and infrastructure. These services focus primarily on server and storage hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Server and Storage Hardware Support	Provides in-person support for server and storage hardware regarding end-user technology (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>▪ Remote hardware support</li> <li>▪ support for server &amp; peripheral hardware</li> <li>▪ Incident Management</li> <li>▪ Problem Management</li> </ul>
Server and Storage Application Support	Troubleshoot application errors or malfunctions (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>▪ application support</li> <li>▪ Remote application support</li> <li>▪ Incident Management</li> <li>• Problem Management</li> </ul>
Lifecycle Management	Standard management and administration of enterprise applications, server and storage hardware (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Version Control</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Hypervisor Updates</li> <li>• Windows Updates</li> <li>• Firmware Updates</li> <li>• Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of server and storage related hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Device Monitoring</li> <li>• Application Monitoring</li> </ul>
Data Backup and Recovery Management	Management and monitoring of all data backup and recovery systems. Includes any Data Backup and Disaster Recovery Policies and practices (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• On-premise data backup management</li> <li>• Cloud data backup management</li> <li>• Data backup application support (on-premise or cloud)</li> <li>• Disaster Recovery application support (On-premise or Cloud)</li> </ul>
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> <li>▪ Access Control System Management</li> <li>▪ Environmental Control Systems Management and Monitoring</li> </ul>
Hardware and Software Provisioning	Supply employees with necessary up-to-date software and hardware for them to work	<ul style="list-style-type: none"> <li>• Request non-standard software</li> <li>• Procure/order new software</li> <li>• Install and upgrade standardized desktop software</li> </ul>

## NETWORK SERVICES

Service functions that directly involve the support of the network operations and infrastructure. These services focus primarily on network hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Network Hardware Support	Provides in-person support for network hardware regarding network and telecommunication technology	<ul style="list-style-type: none"> <li>▸ support for server &amp; peripheral hardware</li> <li>▸ Remote hardware support</li> <li>▸ Incident Management</li> <li>▸ Problem Management</li> </ul>
Network Application Support	Troubleshoot network application errors or malfunctions	<ul style="list-style-type: none"> <li>▸ Remote application support</li> <li>▸ application support</li> <li>▸ Incident Management</li> <li>▸ Problem Management</li> </ul>
Lifecycle Management	Standard management and administration of enterprise-wide network hardware and applications	<ul style="list-style-type: none"> <li>▸ Version Control</li> <li>▸ Asset Management</li> <li>▸ License Management</li> <li>▸ Change Management</li> </ul>
Patch Management	Patch and Firmware management of all network-related hardware and applications	<ul style="list-style-type: none"> <li>▸ IOS Updates</li> <li>▸ Firmware Updates</li> <li>▸ Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of network related hardware and applications	<ul style="list-style-type: none"> <li>▸ Device Monitoring</li> <li>▸ Limited Application Monitoring</li> </ul>
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> <li>▸ Access Control System Management</li> <li>▸ Power Systems Management and Monitoring</li> <li>▸ Cable Infrastructure Management</li> <li>▸ Environmental Control Systems Management and Monitoring</li> </ul>

## SECURITY SERVICES

Service functions that directly involve the support of the security team. These services focus primarily on security hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Security Support	Security Engineer(s) Security Analyst(s)	<ul style="list-style-type: none"> <li>• Remote Support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Basic Firewall Management	Includes ensuring all appropriate services are enabled and configured, rules are configured in accordance with best practice, and performing regular backups of configuration	<ul style="list-style-type: none"> <li>• Remote support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Anti-Virus Management and Support	Configuration, Management, and monitoring of Anti-Virus / Endpoint Protection Platform to include ensuring complete coverage of AV/EPP in the environment	<ul style="list-style-type: none"> <li>• Remote application support</li> <li>• application support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Lifecycle Management	Administrative management of security related hardware and software specific to product lifecycle	<ul style="list-style-type: none"> <li>• Version Control</li> <li>• Asset Management</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all security related hardware and applications	<ul style="list-style-type: none"> <li>• Operating System Updates</li> <li>• Firmware Updates</li> <li>• Third Party Application Updates</li> </ul>
Email Security Management	Configuration, management, and monitoring of email security platform.	<ul style="list-style-type: none"> <li>• Remote support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>

# IT Support

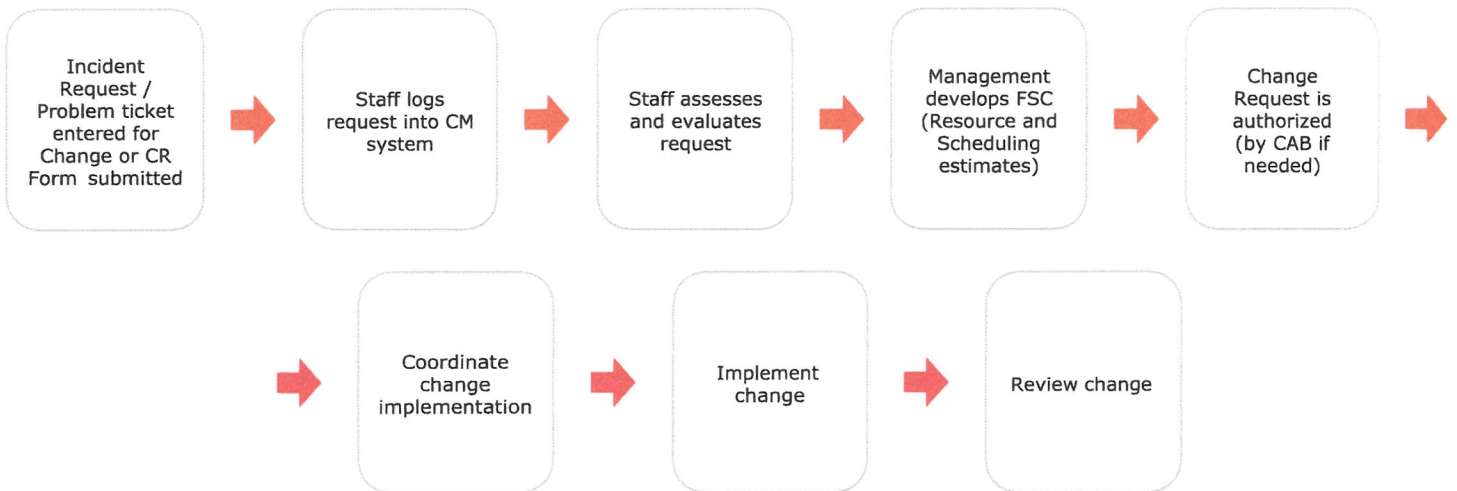
## WORK ORDER / TROUBLE TICKET SYSTEM:

Below are abbreviated workflow diagrams of our Incident Management, Problem Management, and Change Management processes.

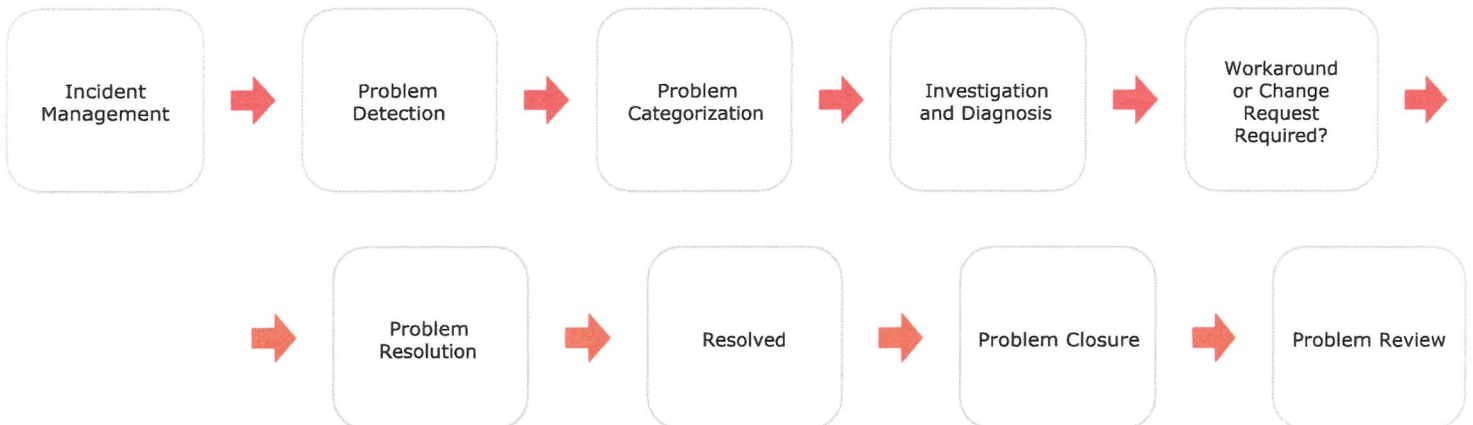
### Incident Management Process



### Change Management Process



### Problem Management Process





## Staff Availability and Support Services Response

### SUPPORT SERVICES RESPONSE

#### Service Levels and Response Times

InterDev will work with Forest Park to determine the most appropriate levels of support for each category of incident. This process will ensure InterDev's response is in sync with Forest Park expectations, business needs, and budgets. Defined SLAs are only valid during normal business hours, which are 8 AM to 5 PM EST Monday through Friday, unless otherwise agreed upon by InterDev and the client.

#### Urgency + Impact = Priority

An Incident's priority is determined by assessing its impact and urgency, where:

- Urgency is a measure of how quickly a resolution of the Incident is required
- Impact is a measure of the extent of the Incident and of the potential damage caused by the Incident before it can be resolved.

#### Incident Urgency (Categories of Urgency)

SERVICE NAME	DESCRIPTION
High (H)	The damage caused by the Incident increases rapidly. Work that cannot be completed by staff is highly time sensitive. A minor Incident can be prevented from becoming a major Incident by acting immediately. Several users with VIP status are affected.
Medium (M)	The damage caused by the Incident increases considerably over time. A single user with VIP status is affected.
Low (L)	The damage caused by the Incident only marginally increases over time. Work that cannot be completed by staff is not time sensitive.

#### Incident Impact (Categories of Impact)

SERVICE NAME	DESCRIPTION
High (H)	Many staff are affected and/or not able to do their job. Many customers are affected and/or acutely disadvantaged in some way. The damage to the reputation of the business is likely to be high. Someone has been injured.
Medium (M)	A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way. The damage to the reputation of the business is likely to be moderate
Low (L)	A minimal number of staff (single user incidents) are affected and/or able to deliver an acceptable service but this requires extra effort. A minimal number of customers are affected and/or inconvenienced but not in a significant way. The damage to the reputation of the business is likely to be minimal.

A defined SLA (SERVICE LEVEL AGREEMENT) structure increases our efficiency and effectiveness of dispatching tickets and getting them resolved in a timely manner. It also helps to set the City's staff expectations for when they can anticipate their incident or service requests to be filled. These levels can be modified if higher response levels are necessary for certain City services (i.e., Police, Fire, Emergency Operations.)

The finalized Priority Matrix for each Service Level or SLA layer would resemble the draft version below. The City's actual SLA's will be determined jointly between Forest Park and InterDev.

		IMPACT		
		H	M	L
Urgency	H	1	2	3
	M	2	3	4
	L	3	4	5

PRIORITY CODE	DESCRIPTION	TARGET RESPONSE TIME	TARGET RESOLUTION TIME
1	Critical	30 Minutes	1 Hour
2	High	1 Hour	8 Hours
3	Medium	4 Hours	24 Hours
4	Low	8 Hours	48 Hours
5	Very Low	1 Day	1 Week

## InterDev Security Offering

**Security Essentials** - This package of security products and services is InterDev's recommended entry point for all our clients and is representative of the tools that every organization should have. This package provides organizations with an increase in overall security posture that directly translates to a reduction in cyber-risk.

Managed Security Services	Essentials
Patch Management	X
Endpoint Detection and Response (EDR)	X
Active Threat Hunting	X
Total Email Security, Archive & Cloud-To-Cloud Backup	X
Multi-Factor Authentication	X
Monthly Vulnerability Scans <sup>1</sup>	X
Firewall Management	X
DNS Security and Filtering	X
Dark Web Monitoring	X

*\*Internal vulnerability scanning requires the installation of a virtual appliance*

**Patch Management** – InterDev uses Ninja RMM (Remote Monitoring and Management) as our system monitoring and patch management tool. InterDev will configure the patch management policies in concert with the client to find a balance between rapid deployment of critical patches with the least disruption to operations. Patch management includes operating system patches and a library of common third-party applications such as Google Chrome, Mozilla Firefox, Adobe, etc. Ninja also has the capability to provide image backups of servers and workstations as well as data backup capabilities.

**Managed Endpoint Detection and Response (MDR)** - We have partnered with SentinelOne to provide an enterprise-grade, lightweight and highly effective endpoint protection platform with our high security configuration. This product is backed by a cybersecurity insurance product. We have witnessed this product stop browser-based web attacks in near real time. This is the security team's go-to tool when performing incident response to ensure an environment is fully protected. This offer comes in two variations to fit any budget.

**Active Threat Hunting** – InterDev has partnered with Huntress Labs to provide an active threat hunting agent that can find persistence mechanisms that anti-virus may not detect. It also provides external visibility for any exposed network ports that may present a risk and ransomware canaries that serve as an early warning that an individual system may be under attack. These canaries also act as a thumbprint if a breach ever occurs, we can use the canary to trace it back and determine what data may have been exfiltrated.

**Total Email Security** - Provided by Barracuda networks and hardened by our security team, this platform ensures that malicious email does not reach your users' mailbox. For our Office 365 customers, we also leverage Barracuda's Impersonation Protection that leverages a behavior-based AI (Artificial Intelligence) engine to prevent account take-over, auto-remediate phishing attempts and prevent domain spoofing. Our Email security offering also includes mail archive for compliance and backup of Microsoft 365 environment to include Exchange Online, SharePoint, OneDrive, and Teams

**Monthly Vulnerability Scans** - Using the RapidFire Tools platform, the InterDev team conducts monthly scans of the internal and external Internet Protocol (IP) address space to identify any vulnerabilities or misconfigurations that could impact overall security. This also serves to help validate that all patches have been applied correctly and identify systems not covered by automated patching.

**Firewall Management** - Having your firewall hardened and managed by our security team will ensure that only authorized communications traverse your network boundary. The team also ensures that the platform is backed up, updated and current with manufacturer recommendations.

**DNS Security and Filtering** - Provided through Cisco Umbrella, securing your DNS traffic is one of the number one strategies to defeat malware as it detects potential malicious activity prior to the connection being established. It provides this protection whether on or off network and extends on-premises web filtering to mobile users. This also provides our security team with the ability to detect and manage potentially unwanted or malicious applications in your Microsoft 365 environment.

**Dark Web Monitoring** - Using Kaseya's ID Agent platform, the security team monitors and is alerted when your credentials are found on the dark web allowing us to take pre-emptive action to protect against account compromise.

# Price Proposal



## INTERDEV PRICING

### Co-Managed IT and Security Services

DETAILED SERVICE PRICING LISTING		
STANDARD SERVICE CATEGORIES		MONTHLY
End User Services	<b>Co-Managed IT Support (250 Users):</b> <ul style="list-style-type: none"> <li>• Managed Workstation, Server, &amp; Network</li> <li>• Remote Management &amp; Monitoring Software</li> <li>• Network Monitoring</li> <li>• Management of Backup Solution</li> <li>• Patch Management</li> </ul>	
Data Center Services		
Network Services		
Security Services	<b>Security Suite (Essentials):</b> <ul style="list-style-type: none"> <li>• Managed Detection &amp; Response (MDR)</li> <li>• Active Threat Hunting</li> <li>• Total Email Protection</li> <li>• Vulnerability Scanning</li> <li>• DNS Filtering</li> <li>• Firewall Management</li> <li>• Dark Web Monitoring</li> </ul>	\$19,375
<b>Monthly Cost</b>		<b>\$19,375</b>

**Pricing Notes:**

Monthly cost includes software in addition to labor for the services specified.

Onsite support can be provided as needed and will be billed separately. InterDev will make every effort to resolve requests remotely prior to scheduling dispatches to maintain efficiency and swift resolution

**Pricing Adjustment "True Up" Schedule** - The IT Services fees are based off a per user and per device charge, which InterDev will perform a "true up" or adjustment on a quarterly basis. This "true up" will adjust billing for the next quarter based on the total number of confirmed users by the Client. The Client will only pay for the number of users that are active at the time of the "true up". If there is an increase in user count from the previous "true up" InterDev will only bill the client, the difference for the last 30 days of services.

**A 5% Escalator shall apply on the anniversary date of the agreement**

## Responsibility Matrix

Support Item	InterDev - 1st level	InterDev - 2nd Level	Forest Park IT - 1st Level	Forest Park IT - 2nd Level	NOTES
Monitoring	X	X			Network and server availability monitoring. Alerts are created for InterDev staff to respond on 7x24 basis.
Windows patching	X	X			Automated Microsoft Desktop and Server patching as released by Microsoft
Desktop & Server Management tools (ConnectWise Automate)	X	X			Provide the means to support servers and desktops remotely which are available to Vendor and County MIS/IT Team Members. Asset management for tracking of servers and desktops/laptops.
Network support	X	X	X		Management and support of network equipment over all sites to include remote and wireless access points; 1st level is shared between Vendor and local MIS/IT team with an emphasis on MIS/IT local team. 2nd level is provided by Awarded Vendor.
Windows Server support	X	X	X		Management and support of Windows Servers; currently operating with over 40 virtual windows servers; 1st level is shared between Vendor and local MIS/IT team. 2nd level is provided by InterDev.
VMWare Support	X	X			County has three physical Dell servers running VMware; Library has two physical VMware servers; Sheriff's office has one physical server running VMware.
SAN (Nutanix)	X	X			The city currently has a Nutanix SANs, used by the three County VMware servers providing storage to servers
Backups	X	X			Backups of all Windows servers
VoIP Phone Support			X	X	Management and support of Cisco call manager providing VoIP phone services. The city handles all 1st level with shared 2nd level between Awarded Vendor and County.
Desktop Support and Help Desk		X	X	X	Overall, these duties are covered locally by the Forest Park IT team. However, InterDev provides this as a Time & Material cost as needed or required by city IT resources.
Cellphone Support			X		These duties are all covered locally by the Forest Park IT Team
Badge Physical Access			X		These duties are all covered locally by the Forest Park IT Team

## INTERDEV PROJECT STANDARDS

InterDev will consider any non-base services and/or tasks as a project that will be billed per the rate card within the proposal. InterDev defines a project as a fundamental change or upgrade to a system or the implementation of a new system or technology that would exceed ten (10) hours of total work. All projects will be completed on a best effort basis as submitted by the client with an agreed upon schedule. Break Fix items do not constitute a project if the item is covered under the contracted base services.

InterDev will provide the following items below when engaging with the clients on any projects.

- Statement of work – Will contain a detailed list of what work will be completed with an overall estimate of hours of work and any overall cost estimates known or required to start the project process.
- Project Plan – This is a list of major milestones with estimated dates or span of time that constitute the whole of the project.
- Stakeholder Document – Will contain the list of approvers for each portion of the project. This could be financial approvers and/or timing or outage approvers.
- Project supporting documents – As needed, the project must be documented to provide knowledge transfer for ongoing support. Diagrams, Serial numbers, circuit ID's, and others will be placed here to formalize the project completion.
- Project closing – This will be a signed document certifying the approved completion.

Projects requiring InterDev billing tracking: These must be approved by the Director and client, along with being tracked to document hours worked. This process is documented in a separate document stored by InterDev and maintained by InterDev but can be given to the client upon request.

The rate card includes the discounted rates offered to InterDev MSP (Managed Services Provider) clients.

PROJECT RESOURCES	RATES
CIO/CISO	\$275.00
Systems Engineer III/Network Engineer III	225.00
Systems Engineer II/Network Engineer II	200.00
Systems Engineer I	175.00
Systems Administrator	150.00
Security Engineer	225.00
Project Management	200.00
GIS Analyst II	160.00

*Profiles for the InterDev Management team are included in the body of this proposal. InterDev will provide any additional information regarding each participant upon request. Due to the sensitive nature of the data managed by InterDev at our Public-Sector clients, and in accordance with State and Federal laws, all InterDev government team members have participated in official FBI (Federal Bureau of Investigation) - Criminal Justice Information Systems (CJIS) training. All members of the transition team have undergone thorough background checks by multiple municipalities, state, and federal agencies. All additional staff members assigned to support the City of Forest Park will be subject to InterDev's rigorous internal background checks and any City background investigations requested.*



**File Attachments for Item:**

**5. Council Discussion on the Approval of a Task Order for Falcon Design to provide additional survey and perform environmental delineation as required by Starr Park Design Team-**Planning and Community Development Department

**Background/History:**

The architects for Starr Park are requesting an additional survey and an environmental delineation of a 3.23-acre site the city acquired from Clayton County. The site located southeast of Starr Park will be used for a proposed soccer field.



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject: - Council Discussion and Approval of a Task Order to provide additional survey and an environmental delineation of a 3.23-acre site the city acquired from Clayton County. Executive Offices**

**Submitted By:** James Shelby, Project Manager

**Date Submitted:** November 11, 2024

**Work Session Date:** November 18, 2024

**Council Meeting Date:** November 18, 2024

**Background/History:**

The architects for Starr Park are requesting an additional survey and an environmental delineation of a 3.23-acre site the city acquired from Clayton County. The site located southeast of Starr Park will be used for a proposed soccer field.

**Cost: \$40,000.00**

**Budgeted for:**  Yes  No

**Financial Impact:** There is no budgetary impact to the City's General Funds. The project will be funded from SPLOST 2015 (325-51-4110-54-1201)

**Action Requested from Council:** Staff recommends the approval of a Task Order for Falcon Design to provide an additional survey and an environmental delineation of a 3.23-acre site the city acquired from Clayton County for a proposed soccer field.

**Task Order FDC 2024.13**

To: City of Forest Park  
 745 Forest Pkwy.  
 Forest Park, GA 30297

Date: November 4, 2024  
 From: Falcon Design Consultants, LLC

Attn: Mr. Ricky L. Clark, Jr.

Project: **Starr Park**

TO No.: **FDC 2024.13**

**Project Description**

Provide additional survey needs as required by Starr Park Design team. Perform environmental delineation of 3.23-acre site the city purchased from the county on the south side of South Avenue.

**Task – A. Additional Surveying:**

- Work to include additional mapping to address engineering comments.

**Task – B. Wetland/Stream Delineation:**

- Wetlands and waters of the US are under the jurisdiction of the US Army Corps Engineers (USACE) per Section 404 of the Clean Water Act. The USACE jurisdiction is established in Title 33 Code of Federal Regulations Part 328.3, as published in the Federal Register, effective September 8, 2023. The USACE jurisdiction in this portion of the Georgia region includes freshwater ponds, lakes, rivers, streams, and wetlands.
- Work to include field delineation, hanging sequentially numbered surveyor’s ribbon at the first wetland/upland or stream/upland interface, marking jurisdictional streams, and logging the location of these resources using sub-meter accurate GPS equipment.
- Identifying “Buffered Waters of the State” that would be regulated by the Georgia Environmental Protection Division through the Erosion and Sedimentation Act of 1975 and the Stream Buffer Variance Process.
- Work to be performed by Nelson Environmental, Inc.

**Fee Estimate**

The budget below includes staff time and expenses necessary to perform the scope of work outlined above.

<u>Design Services:</u>	<u>Estimated Budget:</u>
A. Additional Surveying:	\$3,500.00
B. Wetland/Stream Delineation:	\$1,800.00

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner’s Staff to complete the project.

**Authorized:**

As authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy to this office for our records.

**Task Order FDC 2024.13**

**AUTHORIZATION TO PROCEED – THIS TASK ORDER ONLY**

**Using Department PBZ**

Authorized by: \_\_\_\_\_

Title: City Manager

Print Name: Ricky L. Clark, JR.

Date: \_\_\_\_\_

**Approved for Funding**

Authorized by: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Budget Line Item # \_\_\_\_\_

Project # \_\_\_\_\_

Authorized by:  \_\_\_\_\_

Title: Managing Partner

Print Name: Adam L. Price, P.E.

Date: 11/04/2024



**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE FALCON DESIGN CONSULTANTS LLC'S TASK ORDER FDC 2024.13 FOR FALCON DESIGN TO PROVIDE AN ADDITIONAL SURVEY AND PERFORM ENVIRONMENTAL DELINEATION AS REQUIRED BY THE STARR PARK DESIGN TEAM FROM THE CITY'S PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.**

**WHEREAS**, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, on Falcon Design Consultants, LLC ("Falcon Design") prepared task order FDC 2024.13 ("Task Order") to provide an additional survey and perform environmental delineation as required by the Starr Park Design Team; and

**WHEREAS**, architects for Starr Park are requesting an additional survey and an environmental delineation of a 3.23-acre site the City acquired from Clayton County, and the site located southeast of Starr Park shall be used for a soccer field; and

**WHEREAS**, the financial impact of the Task Order shall be Forty Thousand Dollars and 00/100 Cents (\$40,000.00); and

**WHEREAS**, there is no budgetary impact on the City's general funds as this project will be funded from SPLOST 2015 Bonds (325-51-4110-54-1201); and

**WHEREAS**, the approval of the Task Order is necessary for the health, safety, and general welfare of the citizens.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The Department's request to approve Falcon Design's Task Order 2024.13 to provide an additional survey and perform environmental delineation as required by the Starr Park Design Team as presented to the Mayor and City Council on November 18, 2024 is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_ (SEAL)  
*City Clerk*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**6. Council Discussion on the Approval of the Beautification Committee Members Appointments – Code Enforcement Department**

**Background/History:**

Staff is seeking approval for re-appointments for (4) Beautification Committee Members for Beautification Committee Members: Ward 2 – Ann Keith, Ward 3 – Lashawn Boykin, Ward 4 – Lois Wright, at large – Kwadernica Rhea for a (1) year term. Staff is also recommending approval to appoint Zachary Lee to the Beautification Committee to represent Ward 5.





CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Beautification Committee Members Appointments – Code Enforcement Department

**Submitted By:** Derry Walker

**Date Submitted:** November 7, 2024

**Work Session Date:** November 18, 2024

**Council Meeting Date:** November 18, 2024

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**Background/History:**

Staff is seeking approval for re-appointments for (4) Beautification Committee Members for Beautification Committee Members: Ward 2 – Ann Keith, Ward 3 – Lashawn Boykin, Ward 4 – Lois Wright, at large – Kwadernica Rhea for a (1) year term. Staff is also recommending approval to appoint Zachary Lee to the Beautification Committee to represent Ward 5.

**Cost: \$ 0**

**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact: N/A**

**Line Item: N/A**

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**Action Requested from Council:**

To reappoint four (4) members of the Beatification Committee and appoint Zachary Lee -Ward 5 to serve a (1) year term.



CITY OF  
**FORESTPARK**

**State of Georgia County of Clayton**

**OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES**

I, Lashawn Boykin, solemnly swear (or affirm) that I will support the Constitution of the United States and the State of Georgia and that I will in all respects observe the provisions of the charter and ordinances of the City of Forest Park and I will well and truly perform the duties of a member of the **Beautification Committee** of the City of Forest Park; and that I will to the utmost of my skill and ability endeavor to promote the interest and property of said city, without fear, favor, or affection.

So, help me, God, or so I affirm this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Lashawn Boykin  
Beautification Committee

Sworn to and subscribed before me, the undersigned,

\_\_\_\_\_  
Angelyne Butler, Mayor

Attest:

\_\_\_\_\_

City Clerk, City of Forest Park



CITY OF  
**FORESTPARK**

**State of Georgia County of Clayton**

**OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES**

I, Zachary Lee, solemnly swear (or affirm) that I will support the Constitution of the United States and the State of Georgia and that I will in all respects observe the provisions of the charter and ordinances of the City of Forest Park and I will well and truly perform the duties of a member of the Beautification Committee of the City of Forest Park; and that I will to the utmost of my skill and ability endeavor to promote the interest and property of said city, without fear, favor, or affection.

So, help me, God, or so I affirm this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Zachary Lee  
Beautification Committee

Sworn to and subscribed before me, the undersigned,

\_\_\_\_\_  
Angelyne Butler, Mayor

Attest:

\_\_\_\_\_

City Clerk, City of Forest Park



CITY OF  
**FORESTPARK**

**State of Georgia County of Clayton**

**OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES**

I, Kwadernica Rhea, solemnly swear (or affirm) that I will support the Constitution of the United States and the State of Georgia and that I will in all respects observe the provisions of the charter and ordinances of the City of Forest Park and I will well and truly perform the duties of a member of the Beautification Committee of the City of Forest Park; and that I will to the utmost of my skill and ability endeavor to promote the interest and property of said city, without fear, favor, or affection.

So, help me, God, or so I affirm this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Kwadernica Rhea  
Beautification Committee

Sworn to and subscribed before me, the undersigned,

\_\_\_\_\_  
Angelyne Butler, Mayor

Attest:

\_\_\_\_\_

City Clerk, City of Forest Park



CITY OF  
**FORESTPARK**

**State of Georgia County of Clayton**

**OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES**

I, Ann Keith, solemnly swear (or affirm) that I will support the Constitution of the United States and the State of Georgia and that I will in all respects observe the provisions of the charter and ordinances of the City of Forest Park and I will well and truly perform the duties of a member of the **Beautification Committee** of the City of Forest Park; and that I will to the utmost of my skill and ability endeavor to promote the interest and property of said city, without fear, favor, or affection.

So, help me, God, or so I affirm this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Ann Keith  
Beautification Committee

Sworn to and subscribed before me, the undersigned,

\_\_\_\_\_  
Angelyne Butler, Mayor

Attest:

\_\_\_\_\_  
City Clerk, City of Forest Park





CITY OF  
**FORESTPARK**

**State of Georgia County of Clayton**

**OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES**

I, Louis Wright, solemnly swear (or affirm) that I will support the Constitution of the United States and the State of Georgia and that I will in all respects observe the provisions of the charter and ordinances of the City of Forest Park and I will well and truly perform the duties of a member of the Beautification Committee of the City of Forest Park; and that I will to the utmost of my skill and ability endeavor to promote the interest and property of said city, without fear, favor, or affection.

So, help me, God, or so I affirm this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Louis Wright  
Beautification Committee

Sworn to and subscribed before me, the undersigned,

\_\_\_\_\_  
Angelyne Butler, Mayor

Attest:

\_\_\_\_\_

City Clerk, City of Forest Park

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE BEAUTIFICATION COMMITTEE MEMBER APPOINTMENTS WHICH WERE NOMINATED BY THE CITY’S CODE ENFORCEMENT DEPARTMENT.**

**WHEREAS**, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, the City’s Code Enforcement Department (“Department”) currently seeks approval for one (1) year *re-appointments* for four (4) Beautification Committee Members including: Ann Keith (Ward 2), Lashawn Boykin (Ward 3), Lois Wright (Ward 4), and Kwadernica Rhea (At Large); and

**WHEREAS**, the Department currently seeks approval for a one (1) year *appointment* to the Beautification Committee for Zachary Lee (Ward 5); and

**WHEREAS**, the approval of these four (4) re-appointments and the one (1) appointment to the Beautification Committee is necessary to promote the health, welfare, and safety of City citizens.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The Department’s request to approve the four (4) re-appointments and the one (1) appointment to the Beautification Committee as presented to the Mayor and City Council on November 18, 2024, is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_  
*City Clerk* (SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**7. Council Discussion to Enter Into a contract for Website Redesign and Replacement Services-  
Procurement/Executive Office**

**Background/History:**

The City of Forest Park currently utilizes its dedicated website (www.forestparkga.gov) as a one-stop shop for information related to city services, news, department updates and online payments. Seeing that the website has not been updated in over five years, the city issued a Request For Proposal for website redesign and replacement services through the Office of Procurement. The project consists of providing overall website design, training and maintenance services for the implementation of a new website. Eleven (11) proposals were received, and after evaluation of the technical and cost proposals, the dedicated Evaluation Committee recommends awarding the project to the following highest scoring vendor: **Revize** (located at 150 Kirts Blvd., Troy, MI 48084). Staff is recommending approval of the submitted proposal from Revize for approval.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Council Discussion and Approval to Enter Into a contract for Website Redesign and Replacement Services: Procurement/Executive Office

**Submitted By:** Procurement / Javon Lloyd, PIO

**Date Submitted:** November 4, 2024

**Work Session Date:** November 18, 2024

**Council Meeting Date:** November 18, 2024

### Background/History:

The City of Forest Park currently utilizes its dedicated website ([www.forestparkga.gov](http://www.forestparkga.gov)) as a one-stop shop for information related to city services, news, department updates and online payments. Seeing that the website has not been updated in over five years, the city issued a Request For Proposal for website redesign and replacement services through the Office of Procurement. The project consists of providing overall website design, training and maintenance services for the implementation of a new website. Eleven (11) proposals were received, and after evaluation of the technical and cost proposals, the dedicated Evaluation Committee recommends awarding the project to the following highest scoring vendor: **Revize** (located at 150 Kirts Blvd., Troy, MI 48084). During interviews, Revize also stated that there are no additional costs to the city for 4 maintenance/updates per year and a full website redesign every 4 years. Staff is asking city council to consider the submitted proposal from Revize for approval.

**Cost:** \$ 53,900.00

**Budgeted for:**  Yes  No

### **Financial Impact:**

The project would be funded by hotel/motel tax funds.

### **Action Requested from Council:**

N/A



CITY OF  
**FORESTPARK**

## MEMORANDUM

**TO:** Ricky L. Clark, Jr., City Manager  
Executive Office

**FROM:** Talisa R. Adams, CPPO, Procurement Manager  
Department of Finance – Procurement

**CC:** John Wiggins, Director of Finance  
Committee Members: Javon Lloyd, Randi Rainey, David Holcombe,  
Jordan Parrish, Joshua Cox (Expert/Observer) Yazmin Huerta (Note-taker)

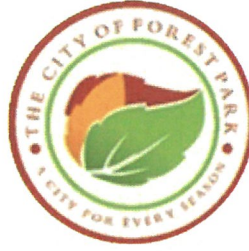
**SUBJECT:** Committee Recommendation for RFP No. 6324 – Website  
Redesign and Replacement Services

**DATE:** October 28, 2024

Procurement would like to thank each committee member for serving on this committee. Your time, effort, analysis, and participation have led us to a logical recommendation. Again, thank you for your willingness to serve the City beyond your daily job duties, and help in our RFP process.

The Selection Committee has completed their work and is hereby recommending the highest scoring proposer that they believe is most qualified to be awarded the contract for the services advertised under this RFP. **That firm is Revize.** The committee received eleven (11) proposals. After scoring all eleven (11) proposals, an initial cut-off score for the shortlisted firms to be invited to interviews/presentations was established at 83.4 by using the following formula: highest scoring proposer – 10 interview points = cut-off score (**93.4-10=83.4**). All firms scoring 83.4 and higher (before bonus points) were included on the interview list (scores attached). Four (4) firms were interviewed by the committee on Tuesday, October 15, 2024, and Monday, October 28, 2024. Afterwards, the committee added points for the interview/presentation section for each firm.

The final scores and cost proposals for each shortlisted firm are displayed below and relevant attachments are enclosed with this correspondence. Should the department choose to move forward with this recommendation, it will need to appear in a near future Council agenda for contract award.



CITY OF  
**FORESTPARK**

**SCORES AND COST PROPOSALS OF SHORT-LISTED FIRMS**

INTERVIEWED FIRMS	AVERAGE SCORE BEFORE INTERVIEW / PRESENTATION	AVERAGE SCORE AFTER INTERVIEW / PRESENTATION	LSBE PARTICIPATION	SUBMITTED COST
1. GHD Digital	93.4	98.07	No	\$29,792.00
2. CivicPlus	91.9	99.90	No	\$49,713.14
<b>3. Revize</b>	<b>91.75</b>	<b>100.42</b>	<b>Yes</b>	<b>\$53,900.00</b>
4. Exemplifi	87.4	93.73	No	\$120,500.00

Sincerely,



**Talisa R. Adams, CPPO**  
**Procurement Manager/Chairperson**

**Attachments:**

Chairperson Score Sheet  
Minutes from all Meetings




Department of Finance  
Procurement Division



CHAIRPERSON EVALUATION CRITERIA SCORE SHEET

		RESPONDERS												
Criteria	Description	Maximum Points	Kool Source	Tech Dynamism	Planetaria Media	Yoodle	GHD Services	CivicPlus	Exemplifi	Golden Five	Ocftilion	Parmount Software	Revize	vTech
<b>TECHNICAL APPROACH</b>	<p>a. Responders are required to provide cover letter of interest expressing the firm's interest in being considered for the project and summarizing the qualifications and experience relevant to the scope.</p> <p>b. Include statement regarding the consultant's technical approach to include the availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of all key staff, and any subconsultants to provide specified services.</p>	30	25	26.25	28.75	27.5	28.75	29.25	27.5	25		25	29.5	27.5
<b>PROJECT MANAGEMENT PLAN</b>	<p>a. Describe how the firm plans to perform tasks and execute the work.</p> <p>b. Designate person to be designated as the principal contact for the tasks associated with the scope. Provide information on the experience of the principal contact person on similar projects and at least three references with contact information.</p> <p>c. Submit an executive level plan describing the management process the proponent will implement to ensure all work and services performed are of the highest quality. The approach should include a description of the proponent's process as it pertains to equipment, methods, techniques, and procedures used to ensure accurate and comprehensive services.</p> <p>d. Describe its means and methods of reporting levels of service, etc. Describe the proponent's corrective action plan. Describe how the proponent's organizational structure supports this plan and clearly identify responsible and accountable parties. Describe what information you would expect the city to supply or be responsible for.</p>	35	27.25	28.75	26	30	32.5	33.75	32.5	27.5		27.5	32.5	31.25
<b>ORGANIZATIONAL STRUCTURE / PERSONNEL QUALIFICATIONS</b>	<p>a. Provide an organizational chart that lists key team and their titles and describe the position roles in the organization.</p> <p>b. Describe its back-up personnel, identify the individual(s) and role(s) in the event there is a need to replace key team members during the term of any contract awarded</p> <p>c. Provide detailed resumes not exceeding 2 pages of each team member and subcontractor who will be directly working on the project organized as follows: Name and title, Professional background, Current and past relevant employment, Education Certifications, Three (3) relevant projects, including client name, project description, project value, role of the individual, project completion date, reference contact name, phone number and e-mail address.</p>	15	9.25	13.75	13	13.75	14.25	15	15	11.75		11.25	13.25	14.25

Criteria	Description	Maximum Points	Kool Source	Tech Dynamism	Planetaria Media	Yoodle	GHD Services	CivicPlus	Exemplifi	Golden Five	Ocflion	Parmount Software	Revize	vTech
REFERENCES	a. Describe Responder's experience, capabilities and other qualifications for this project; b. How many years has Responder operated under current company name? c. Has Responder ever been debarred, suspended. d. Include a financial statement for the last three (3) years. e. Responders shall provide three (3) references for projects similar in size and scope to the project specified herein using the Reference and Release Form attached hereto in the RFP.	10												
COST	Methodology: lowest cost/next cost X 10 points	10	6	8	8	8	8	8	10	4		8	6	8
Total Points Prior to Bonus Points		100	9.8	1.5	3.7	1.6	9.9	5.9	2.4	9.5		10	5.5	2.3
BONUS POINTS FOR: LOCAL SMALL BUSINESS DIVERSITY PARTICIPATION & INTERVIEWS	Utilizes a LSBSD subcontractor (5 pts.)	5	77.3	78.25	79.45	80.85	93.4	91.9	87.4	77.75		81.75	86.75	83.3
	Interview (10 pts.)	10												
GRAND TOTAL POINTS		115					98.07	99.9	93.73			86.75	91.75	88.3
<b>COMMENTS/SCORING JUSTIFICATION:</b> The Shortlisted Firms are as follows: GHD Services - 93.4, CivicPlus - 91.1, Exemplifi 87.4 and Revize 86.75 prior to any bonus points applied. The Shortlisted Firms will be scheduled for an interview/presentation meeting (10 pts) to determine the highest scoring proposer. The Shortlisted Firms went up from 5.1 to 5.9 due to the committee applying the annual maintenance cost to their total, which was submitted with their proposal but not identified by the committee at the time of opening cost proposals. Recommended Highest Scoring Proposer - Revize 100.42 which includes 5 points for LSBSD GFE/participation and 8.67 for interview points														
			Responsive Proposal received addendas prior to addendas however all required documents were submitted with proposal (exceptions to sample contract)	Responsive Proposal received addendas prior to addendas however all required documents were submitted with proposal (exceptions to sample contract)	Responsive Proposal received addendas prior to addendas however all required documents were submitted with proposal	Responsive Proposal received addendas prior to addendas however all required documents were submitted with proposal	Responsive Proposal received; all required documents were submitted with proposal (exceptions to sample contract)	Responsive Proposal received; however all documents were submitted with proposal (exceptions to sample contract)	Responsive Proposal received prior to addendas however all required documents were submitted with proposal (except LSBSD forms)	Responsive Proposal received; all required documents were submitted with proposal (LSBBD submission for ARK Global Partners LLC)	Disqualified for including cost in technical proposal for ITT Enterprises LLC	Responsive Proposal received; all required documents were submitted with proposal (LSBBD submission for ARK Global Partners LLC)	Responsive Proposal received; all required documents were submitted with proposal (LSBBD submission for ITT Enterprises LLC)	Responsive Proposal received; all required documents were submitted with proposal (LSBBD submission for Intellectual Concepts LLC)

Approved:   
 Chairperson: Talisa R. Adams, CPPO  
 Procurement Manager  
 Department of Finance - Procurement



# Evaluation Committee Minutes

## RFP #81624: CMAR Services

**Date:** Tuesday, September 10, 2024

**Time:** 11:00 a.m. – 1:00 p.m.

**Location:** City Hall, Executive Office Conference Room

**Attendees:**

Talisa Adams – Procurement Manager & Chairperson

Yazmin Huerta – Financial Service Tech & Notetaker

Javon Lloyd – PIO & Evaluation Committee Member

Randi Rainey – City Clerk & Evaluation Committee Member

David Halcome – Deputy Fire Chief & Evaluation Committee Member

Jordan Parrish – Police Officer & Evaluation Committee Member

Joshua Cox – IT Director & Expert Observer

**Absent:**

**Purpose:** the Evaluation Committee to review, provide, and discuss individual scores, obtain references and LSBF points from Chairperson and finalize cumulative scores for Website Redesign and Replacement Services from the following 11 Proposers: **The Kool Source, Tech Dynamisms, Planetaria Media, Yoodle, GHD Services, CivicPlus, Exemplifi, Golden Five, Paramount Software, Revize, and vTech**

**Discussion/Comments:**

1. Meeting was called to order at 11:10 a.m. by Talisa Adams, Procurement Manager.
2. Mrs. Adams then proceeded with outlining the proceedings of the meeting and notified the committee that 12 Proposals were received, but 1 was disqualified (**Octillion/Billion**) for including cost in the technical proposal.
3. Mrs. Adams explained that Mr. Cox’s role changed from committee member to expert/observer due to not being available to evaluate and score proposals during the individual scoring phase.
4. The committee members proceeded to provide individual scores for each proposal and Mrs. Adams notated the scores on the Excel spreadsheet. Mrs. Adams provided the references scores for all 11 proposals and three proposals (**Paramount Software, Revize,**



# Evaluation Committee Minutes

**and vTech**) received 5 bonus points for LSBDD participation and/or demonstration of Good Faith Efforts (GFE).

5. Ms. Huerta served as note-taker and noted all scores in the meeting notes (see below).

6. Once all scores were collected and all proposals remained responsive and responsible, Mrs. Adams explained the cost methodology that would be used to allocate the points for the cost proposals.

7. The committee agreed to the cost methodology and Mr. Cox set up the formula in Excel to obtain the calculations for each proposal.

8. Mrs. Adams opened the cost proposals and read the total amount of each proposal's cost for insertion in the Excel spreadsheet. After completion of opening all cost proposals, each committee member added the cost points to their OpenGov score sheet for each proposal.

9. Mrs. Adams explained the following next steps: (1) Each committee member ensures that their OpenGov final scores reflect the Chair's Excel spreadsheet and to add any necessary notes to support their individual scores. (2) Chair will compare OpenGov score results to the Excel spreadsheet score results to ensure that both matches. (3) Chair will notify committee members via email and/or Teams meeting of short-listed firms that will be invited to interview/present to the committee to determine the highest scoring proposer.

10. Mrs. Adams recommended that the interview/presentation meeting with all shortlisted firms be conducted within the next 2 weeks.

11. The committee will reconvene on Wednesday, September 17th, 2024, at 11:00 am via Teams to approve minutes, shortlisted firms, interview/presentation questions, and set date/time for interview/presentation meeting.

12. Mrs. Adams asked if anyone had questions (responses: NO) and requested to adjourn the meeting.

## Evaluation Committee Scores & Proposers Cost

**Kool Source** - 10 yrs of business in Atlanta, Ga did not provide financial statements. Only 2 references responded and were very vague. References score 6; LSBDD score 0; Cost \$30,000.00

## Technical Approach



# Evaluation Committee Minutes

Javon 20

Jordan 30

Halcome 20

Randi 30: cover letter 15 statement 15 broke down each section

## **Project Management plan**

Javon 30

Jordan 30

Halcome 25

Randi 24: every area in this section was allotted 7 points did not see direct contact name and unorganized.

## **Organizational Structure Personnel Qualifications**

Javon 7

Jordan 10: page 8 will add notes in OpenGov

Halcome10: lacks details

Randi 10: did not see organizational chart

**Tech Dynamism** - 11yrs in business over 30 employees. Did not provide any financials and all references were favorable. References score 8; LSBSD 0; Cost \$195,000.00

## **Technical Approach**

Javon 25

Jordan 20

Halcome 30

Randi 30

## **Project Management**

Javon 25



# Evaluation Committee Minutes

Jordan 20

Halcome 35

Randi 35

## **Organizational Structure Personnel Qualifications**

Javon 10

Jordan 15

Halcome 15

Randi 15

**Planeteria Media** - 25 years in business 45 employees no financials provided. Received all references and were all favorable. References score 8; LSB0 0; Cost \$79,850.00

## **Technical approach**

Javon 25

Jordan 30

Halcome 30

Randi 30

## **Project Management Plan**

Javon 20

Jordan 25

Halcome 35

Randi 24: did not see direct contact name/ did not have a designated person

## **Organizational Structure Personnel Qualifications**

Javon 12

Jordan 15

Halcome 15



# Evaluation Committee Minutes

Randi 10: no back up personnel

**Yoodle** - 15 yrs in business did provide financials didn't do the 3 years but did provide some financial and only 2 references responded. Ref score (8); LSBD 0; Cost \$181,500.00

### Technical approach

Javon 20: qualifications met for this section, however, did not see any reference to previous experience with development redesigning government related website.

Jordan 30

Halcome 30

Randi 30

### Project management

Javon 20

Jordan 30

Halcome 35

Randi 35

### Organizational Structure Personnel Qualifications

Javon 13: met all qualifications this team was very diverse

Jordan 12

Halcome 15

Randi 15

**GHD** - 96 yrs in business with 11,000 employees completing over 1000 websites with public agencies. Did not provide actual financials, but did mention their financial stability, and all references received are favorable. References score 8; LSBD 0; Cost \$29,792.00

### Technical Approach

Javon 25



# Evaluation Committee Minutes

Jordan 30

Halcome 30

Randi 30

## **Project Management**

Javon 25

Jordan 35

Halcome 35

Randi 35

## **Organizational Structure Personnel Qualifications**

Javon 12

Jordan 15

Halcome 15

Randi 15

**Civic Plus** - 26 years in business with 850 employees. Did not provide financials, all references received were favorable. Had exceptions to sample contract terms and will be sent to the City Attorney for review. References score 8; LSB0 0; Cost \$57,395.00

## **Technical Approach**

Javon 27

Jordan 30

Halcome 30

Randi 30

## **Project management**

Javon 30

Jordan 35





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Halcome 35

Randi 35

## **Organizational Structure Personnel Qualifications**

Javon 15

Jordan 15

Halcome 15

Randi 15

**Exemplifi** - 30 years in business with 41 employees. Provided financials and all references were favorable. Chairperson Talisa Adams, when speaking with the references asked how long it took for them to get their projects done. They said they consistently finished work on time and often ahead of schedule. They are prompt and thorough. References score 10; LSBD 0; Cost \$120,500.00

## **Technical Approach**

Javon 25

Jordan 25

Halcome 30

Randi 30

## **Project Management**

Javon 25- the timeline is extremely rebuses needed to be adjusted

Jordan 35

Halcome 35

Randi 35

## **Organizational Structure Personnel Qualifications**

Javon 15

Jordan 15



# Evaluation Committee Minutes

Halcome 15

Randi 15

**Golden Five** - 10 yrs in business with 20 employees and provided financials. However, none of their references responded to the initial request. Chairperson, Talisa Adams stated that the vendor was not included when the reminder emails went out, so she sent all references another reminder and extension to submit. Only 1 reference was received, and it was favorable but not related to a website design project. Therefore, the reference score remained the same. References score 4; LSB 0; Cost \$31,000.00

### Technical Approach

Javon 15: the proposal meets most requirements but lacked attention to detail.

Jordan 25

Halcome 30

Randi 30

### Project Management

Javon 15: proposal was generic

Jordan 25

Halcome 35

Randi 35

### Organizational Structure Personnel Qualifications

Javon 7

Jordan 10: For the references where it had for client, they didn't even have a link to click on, you had to go and research each individual website page, which is why I scored low as well.

Halcome 15

Randi 15



# Evaluation Committee Minutes

**Paramount Software** - 25 yrs in business with over 300 employees. Did not provide any financials but their references were favorable. References score 8; LSB 5; Cost \$29,500.00

## Technical Approach

Javon 20

Jordan 20

Halcome 30

Randi 30

## Project Management

Javon 20

Jordan 20

Halcome 35

Randi 35

## Organizational Structure Personnel Qualifications

Javon 10

Jordan 5

Halcome 15

Randi 15

**Revize** - 29 yrs in business with completing over 3,000 websites with multiple public agencies. Did not provide financials and only 2 references responded, and they were very favorable. References score 6; LSB 5; Cost \$53,900.00

## Technical Approach

Javon 28

Jordan 30

Halcome 30



# Evaluation Committee Minutes

Randi 30

## **Project Management**

Javon 30

Jordan 30

Halcome 35

Randi 35

## **Organizational Structure Personnel Qualifications**

Javon 13

Jordan 15

Halcome 15

Randi 10: did not see an organizational chart

**Vtech** - 18 yrs in business with 41 employees. Provided financials and only 2 references responded, and they were very favorable. References score 8; LSBD 5; Cost \$130,000.00

## **Technical Approach**

Javon 20

Jordan 30

Halcome 30

Randi 30

## **Project Management**

Javon 25

Jordan 30

Halcome 35

Randi 35

## **Organizational Structure Personnel Qualifications**



# Evaluation Committee Minutes

Javon 12

Jordan 15

Halcome 15

Randi 15

## Results from scoring methodology

**Golden five** \$31,000.00 score:9.5

**GHD** \$29,792.00 score:9.9

**Paramount** \$29,500.00 score:10

**Revize** \$53,900.00 score:5.5

**Vtech** \$130,000.00 score:2.3

**Exemptifi** \$120,500.00 score:2.4

**Tech Dynamisn** \$195,000.00 score:1.5

**Kool Source** \$30,000.00 score:9.8

**Planeteria** \$79,850.00 score:3.7

**Yoodle** \$181,500.00 score:1.6

**Civic Plus** \$57,395.00 score:5.1

### Comments:

City Clerk Randi Rainey asked regarding interviews. Chairperson Talisa Adams stated once the scoring is done, and the shortlist is created then the shortlisted firms will be invited to interview/present to the committee. They will get scored after they do their interview/presentation. That'll be the last part that will be scored and is bonus points.

Mr. Javon Lloyd stated he was scoring based on what was more detailed than others. Chairperson Talisa Adams stated you are supposed to score them individually by their proposal alone, not with a comparison to someone else. Because you're scoring them based off a set criteria that we've already established.



## Evaluation Committee Minutes

Towards the end of the meeting after figuring out the scoring. Chairperson Talisa Adams let all members in attendance know to have all notes finalized to each of the scores and should all be submitted by COB today.

Next step after all scores have been entered in Open Gov Chairperson Talisa Adams will do aggregate comparison between OpenGOv and Excel spreadsheet. Once all the scores are entered then that will rank them for total aggregate score inside OpenGov. A Teams meeting will take place after to go over the top three or what's within the shortlist frame to talk about interview presentations with those shortlisted vendors and talk about questions as a group that we want to ask each firm at the interview/presentation meeting. Everyone can submit one to two questions at the most, maybe one is sufficient. It will be the same questions for each firm that comes to present. After the presentations take place all committee members will remain and complete scoring for the interviews based on their presentations. The interview presentation scores will be added to the overall score and the one with the highest score is the recommended awardee.



# Evaluation Committee Minutes

## RFP #6324: Website Redesign and Replacement Services

**Date:** Tuesday, September 24, 2024

**Time:** 3:00 p. m. – 3:20 p. m.

**Location:** Teams

**Attendees:**

- Talisa Adams – Procurement Manager & Chairperson
- Yazmin Huerta – Financial Service Tech & Notetaker
- Javon Lloyd – PIO & Evaluation Committee Member
- Randi Rainey – City Clerk & Evaluation Committee Member
- David Halcome – Deputy Fire Chief & Evaluation Committee Member
- Jordan Parrish – Police Officer & Evaluation Committee Member
- Joshua Cox – IT Director & Expert Observer

**Absent:**

**Purpose:** 2<sup>nd</sup> evaluation committee meeting to finalize the shortlisted firms and set the interview/presentations dates. **The three firms selected are GHD Services with a score of (93.4), Revise with a score of (91.75 with bonus points), and Civic Plus with a score of (91.1).**

**Discussion/Comments:**

1. The meeting was called at 3:00 p.m. by Chairperson Talisa Adams, Procurement Manager.
2. Mrs. Adams proceeded with outlining the proceedings of the meeting and let the committee know the 3 proposals that scored over a 90. They will represent the shortlisted firms. GHD with a score of (93.4), Revise with a score of (91.75 with bonus points), and Civic Plus with a score of (91.1).
3. Mrs. Adams also stated that GHD Services and Civic Plus, did have a few exceptions to the sample contract that was attached with the solicitation. Mrs. Adams forwarded their exceptions over to our legal attorney for review and opinion, and is waiting to hear back from the attorney, so hopefully we'll have received the feedback before conducting the interviews/presentations.
4. Next step is proposing dates to do the interview/presentations. Mrs. Adams does indicate that 2 firms are out of state. She asks the committee if a virtual Team's



## Evaluation Committee Minutes

interview/presentation would be ok with everyone. The committee can set up in the council chambers or the conference room in the executive office. Mrs. Adams will need to confirm with the City Manager whether the interviews can be held virtually or must be in-person. Mrs. Adams also stated that everyone else on the committee will need to be in-person to conduct the interviews/presentations. Questions will be asked as a committee group and once the presentation is over the committee will need to finalize the scores and select the recommended highest scoring proposal.

5. Mrs. Adams states the interviews will only be 30-45 minutes for each firm. A total of 3 firms will be presenting. Director Cox and Mr. Javon stated that they will send Mrs. Adams some generic questions that could be asked to each firm. Mrs. Adams also advises the committee members to get with their department head to possibly come up with 1-2 questions that could be asked and send all questions to Mrs. Adams by the end of the week, Friday, September 27, 2024.
6. Proposed dates for the interviews/presentations will be Oct 15-18. Everyone will need to attend in person, and Mrs. Adams will ask the City Manager and see if virtual meetings would be ok for the firms.
7. Lastly Mrs. Adams lets the committee members know that she posted the last meeting minutes and if everyone could review them and just make sure that it coincides with the meeting that took place. If you have any questions or concerns regarding the minutes, email Mrs. Adams. Mrs. Adams reminded everyone to send their questions via email to her by the end of the week.





# Evaluation Committee Minutes

## RFP #6324: Website Redesign and Replacement Services

**Date:** Tuesday, October 15, 2024

**Time:** 1:00 p.m. – 2:00 p.m.

**Location:** City Hall, Executive Office Conference Room

**Attendees:**

Talisa Adams – Procurement Manager & Chairperson

Yazmin Huerta – Financial Service Tech & Notetaker

Javon Lloyd – PIO & Evaluation Committee Member

Randi Rainey – City Clerk & Evaluation Committee Member

Jordan Parrish – Police Officer & Evaluation Committee Member

Joshua Cox – IT Director & Expert Observer

**Absent:**

David Halcome – Deputy Fire Chief & Evaluation Committee Member

**Purpose:** Evaluation Committee to conduct interviews/presentations with the top three firms **GHD Services, CivicPlus, and Revize** and finalize overall scores to determine the highest scoring proposer.

**Discussion/Comments:**

1. After the virtual interviews concluded, the meeting was called to order at 1:00 p.m. by Chairperson, Talisa Adams.
2. The committee members proceeded to score the interview/presentation section for each firm: GHD Services, Civic Plus, and Revize. (see below for final scores)
3. Chairperson Mrs. Adams let the committee know to input the interview scores in OpenGov before the end of the day for the three vendors.
4. Mrs. Adams let the committee know that the recommendations will be for the highest scoring proposal that’s going to be submitted to City Manager Clark for his review and concurrence for the award recommendation to the highest scoring proposer.
5. Mrs. Adams will send the award recommendation letter to the committee for review prior to disbursement to the City Manager.



# Evaluation Committee Minutes

## Interviews/Presentations Scores

### **GHD Services: Final score 4.67**

Randi score 4: Due to not providing the full cost, they only provided a standard cost, and not additional costs associated with annual maintenance fees.

Jordan score 5: Due to cost as well, and in order to select or change colors and fonts, we would need to purchase the premium package which would be an extra amount added.

Javon score 5: Along with what the rest of the committee members mentioned, their examples were not great. I didn't get a chance to see the backend features. I don't know the structure or what it looks like.

Mrs. Adams also commented that another big piece is that the City would have to migrate the existing data. However, the firm would help but at additional costs.

### **Civic Plus: Final score 8**

Randi score 7: No AI chat box

Jordan score 8: Did not like the 4hr response time through the support chat line.

Javon score 9: I thought they were very thorough. One of the biggest reasons why I scored them so high was I love the features of how you can live edit and see your changes as you're making them. That is huge because every department would have more control over and be able to edit as they go. I also like the drag and go feature.

### **Revize: Final Score 8.67**

Randi score 9: I thoroughly enjoyed the presentation. I also love the AI chat box. They also provide an unlimited number of mockups.

Jordan score 10: I liked the brand-new website it's not a template, we are able to build each page. I really liked the business directory capability.

Javon score 7: The only concern I had was about the back-end content management system. There is no live editing or user-friendly capabilities, updating the website could be hard especially for people that don't normally update websites they would need to be taught. One thing I did like was the examples that he gave, I love the San Carlos



## Evaluation Committee Minutes

website, as well as the Chamblee website. They provided a lot of different options, and a lot of their websites were different. Mrs. Adams does bring up that Revize provides free retraining and some other added value – 4 upgrades per year and a redesign every 4 years at no additional costs.

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE CITY OF FOREST PARK, GEORGIA TO ENTER INTO AN AGREEMENT FOR WEBSITE REDESIGN AND REPLACEMENT SERVICES WITH REVIZE FROM THE CITY'S PROCUREMENT DEPARTMENT.**

**WHEREAS**, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, the City currently utilizes its website ([www.forestparkga.gov](http://www.forestparkga.gov)) as a one-stop shop for information related to city services, news, department updates and online payments; and

**WHEREAS**, because the City's website has not been updated in over five (5) years, the City issued a Request for Proposal for website redesign and replacement services, where eleven (11) proposals were received; and

**WHEREAS**, the City's Procurement Department ("Department") requests the City Council to consider and authorize the City to enter into an agreement for website redesign and replacement services ("Agreement") with Revize (located at 150 Kirts, Blvd., Troy, Michigan 48084), which was the vendor carefully selected by the City's evaluation committee; and

**WHEREAS**, financial impact of this Agreement would be a total cost of Fifty-Three Thousand, Nine Hundred Dollars and 00/100 Cents (\$53,900.00); and

**WHEREAS**, the approval of this Agreement is necessary to promote the health, welfare, and safety of City citizens.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The Department's request for the City to enter into an agreement for website redesign and replacement services with Revize for a financial impact of Fifty-Three Thousand, Nine Hundred Dollars and 00/100 Cents (\$53,900.00) as presented to the Mayor and City Council on November 18, 2024, is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_ (SEAL)  
*City Clerk*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**8. Council Discussion on the Approval of Ambulance and Emergency Service Equipment Agreement with The City of Hapeville Fire Department-Fire and EMS Department**

**Background/History:**

The City of Hapeville is requesting to use one of FPFD' s ambulances on a temporary basis. The nature of the agreement is that both entities agree that the City of Hapeville Fire Department will take temporary possession of an ambulance owned by FPFD. Hapeville employees will operate the ambulance and equipment. All employees operating the ambulance and equipment will be certified, trained and legally able to do so. The term of the agreement will terminate in one year unless extended.

The agreement is attached for review, discussion, and approval.



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Council Discussion and Approval for Ambulance and Emergency Service Equipment Agreement with City of Hapeville Fire Department

**Submitted By:** Fire and EMS

**Date Submitted:** November 11, 2024

**Work Session Date:** November 18, 2024

**Council Meeting Date:** November 18, 2024

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**Background:**

The City of Hapeville is requesting to use one of FPFDD's ambulances on a temporary basis. The nature of the agreement is that both entities agree that the City of Hapeville Fire Department will take temporary possession of an ambulance owned by FPFDD. Hapeville employees will operate the ambulance and equipment. All employees operating the ambulance and equipment will be certified, trained and legally able to do so. The term of the agreement will terminate in one year unless extended.

The agreement is attached for review, discussion, and approval.

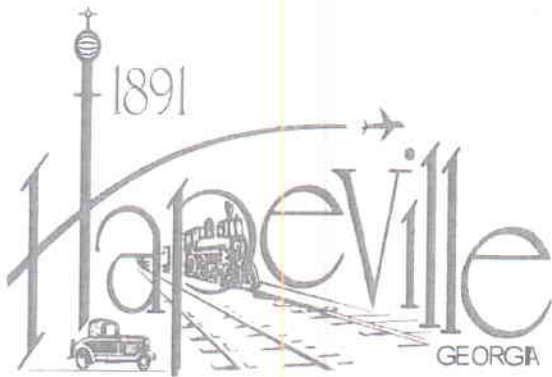
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**Cost:** \$ N/A **Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:** NO IMPACT

**Action Requested from Council:** Discussion and Approval

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Nicholas D. Condrey

Fire Chief

Community with a Heart

**HAPEVILLE FIRE DEPARTMENT**

**Agreement for Ambulance and Emergency Services Equipment**

**Release of Liability for Forest Park Fire and Emergency Services**

This Agreement for Ambulance and Emergency Services Equipment ("Agreement") is made effective as of October 30, 2024, by and between the Hapeville Fire Department ("HFD"), and Forest Park Fire and Emergency Services ("FPFES"). HFD and FPFES may be referred to herein each as a "Party" or, collectively, as the "Parties".

Whereas, HFD is engaged in the business of providing public safety and emergency medical and rescue services to its customers; and

Whereas, FPFES has agreed to allow HFD to use and operate an ambulance vehicle and emergency services equipment contained therein to provide emergency services and medical transport to customers in areas serviced by HFD; and

Whereas, The parties have agreed that the ambulance and emergency services equipment necessary for public safety will be used subject to and in accordance with such terms and conditions set forth herein. Therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. NATURE OF AGREEMENT. a. The parties agree that HFD shall take temporary possession of an ambulance owned by FPFES. The Parties agree that while in use by HFD, that the ambulance and Emergency Services equipment will be operated by employees of the HFD. HFD will ensure that all employees who operate the Ambulance are certified, trained and legally able to do so. The parties understand, agree, and acknowledge that FPFES shall retain legal ownership of the ambulance and emergency services equipment while it is in the temporary possession and control of HFD. FPFES shall retain insurance coverage on the ambulance as required by state law. HFD will perform safety inspections



on the ambulance and agree to utilize the ambulance and emergency services equipment in accordance with industry standards while the ambulance and safety equipment is in the possession of HFD.

2. TERM AND TERMINATION. a. Term. This Agreement shall commence on the Effective Date and, unless terminated pursuant to this section, shall terminate at the expiration   1   years (the "Term") unless extended, in writing, by the Parties prior to termination; however, if the Parties agree, the term of this Agreement shall be extended to allow for the provision of ambulance services by HFD. b. Termination for Cause. This Agreement may be terminated by either party with ten (10) days notice of termination. c. Survival. Despite completion of the term or termination of this Agreement for any reason, all provisions in this Agreement containing representations, warranties, releases, defense obligations and indemnities, and all provisions relating to confidentiality, insurance, disclaimer of certain remedies, limitations of liability, dispute resolution and governing law, and all causes of action which arose prior to completion or termination, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations.

3. INDEPENDENT RELATIONSHIP. This Agreement does not create, and HFD and FPFES stipulate and agree that the said Agreement shall not be construed to create, any agency relationship, employer/employee relationship or master/servant relationship by or between any of the agents and/or employees of HFD and the agents and/or employees of FPFES. To the contrary, HFD in the course and scope of activities in utilizing the ambulance and emergency services equipment under this Agreement is contemplated to be and stipulated to be independent of FPFES for any and all purposes. Each Party has the respective full power and authority to select the means, methods, and manner for performance under this Agreement. Neither Party shall have any power or authority to bind the other.

4. REPRESENTATIONS AND WARRANTIES. a. Authorization. The Parties have the authority to enter into and perform this Agreement and have taken all actions necessary to authorize its execution and performance of the actions described in this Agreement.

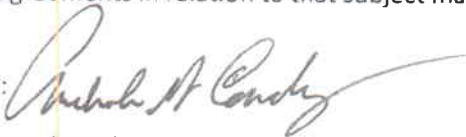
5. INDEMNITIES; LIMITATION OF LIABILITY. a. Defense and Indemnity. HFD shall hold harmless FPFES, its affiliates, and their respective directors, officers, employees, operators and agents, from and against any and all claims, demands, complaints or actions ("claims") of third parties (including employees of the parties or government agencies) arising from or relating to the temporary possession and use of the ambulance and emergency services equipment loaned to HFD pursuant to this Agreement (including but not limited to claims for personal injury, death, property damage or damage to the environment), to the extent caused or arising out of the willful misconduct, breach of this agreement, or violation of law of or by HFD. The claims covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorney's fees, fines, penalties and other litigation costs and expenses arising from or related to such claims. b. Limitation of Liability; Waiver of Consequential Damages. In no event shall either party have any liability to each other for any lost profits, loss of use, costs of procurement of substitute equipment or services, or delays, or for any indirect, special, incidental, exemplary, consequential or punitive damages or penalties, however caused, and whether in contract, tort, or under any other theory or combined theories of liability.

6. COMPLIANCE WITH APPLICABLE LAW: All the provisions of this Agreement shall be expressly subject to the laws of the State of Georgia, all of the applicable laws, orders, rules, and regulations of any governmental body or agency having jurisdiction over the operations, and all emergency vehicles, services, equipment and conduct contemplated hereunder shall be conducted in conformity therewith.

7. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be sent to the Chief of HFD and Chief of FPFES (Responsible Business Person) at the addresses listed below. Notices are deemed delivered when delivered in person or deposited in the mail, postage prepaid, to the addresses indicated on the signature page.

8. DISPUTES AND APPLICABLE LAW. a. With regard to disputes between the Parties, the responsible business persons representing each Party will negotiate in good faith to attempt to resolve such dispute. b. Exclusive jurisdiction for any disputes under this Agreement shall be a court of competent jurisdiction sitting in Fulton County, Georgia, and the Parties consent to personal jurisdiction for such purposes. This Agreement including any addendums thereto shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia, exclusive of the choice of law or conflict of law's provisions thereof.

9. MISCELLANEOUS. a. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party. b. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof. Waiver by either Party of any default of the other will not operate to excuse the defaulting party from further compliance with this Agreement, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. c. This Agreement may be modified or amended if the amendment is made in writing and is signed by both Parties. d. If any term, provision, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, and such invalid or unenforceable term, provision, or covenant shall be deemed modified to the minimum extent necessary to make it consistent with applicable law. e. This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument. f. This Agreement represents the complete and exclusive agreement between the Parties regarding the subject matter of this Agreement, and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.

Signed and Agreed: 

BY: Hapeville Fire Department

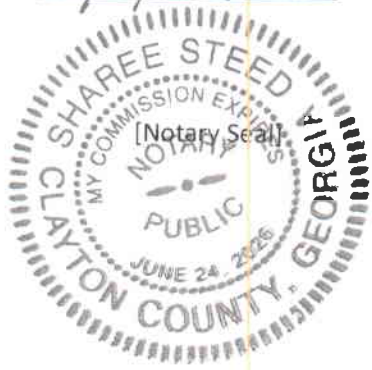
NAME: Nicholas D. Condrey

TITLE: Fire Chief

ADDRESS: 3468 North Fulton Ave. Hapeville, GA 30354

DATE: 10/30/2024

Witnessed this 30<sup>th</sup> day of October, 2024 before  
Notary Public Sharee Steed



BY: Forest Park Fire Emergency Services

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

Witnessed this \_\_\_\_\_ day of \_\_\_\_\_, 2024 before

[Notary Seal]

Notary Public \_\_\_\_\_

	<b>CERTIFICATE OF COVERAGE</b>	<b>ISSUE DATE</b> 5/3/2024				
ADMINISTRATOR: 678-361-0886 FAX 404-460-3755 mamurray@lockton.com Lockton Companies 3280 Peachtree Road Suite 250 Atlanta, GA 30305 NAMED MEMBER City of Hapeville 1050 Crown Pointe Pkwy., Suite 600 Atlanta, GA 30338	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
Company Affording Coverage						
COMPANY A: Georgia Interlocal Risk Management Agency (GIRMA)						
COMPANY B:						
THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE AGREEMENT 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	DEDUCTIBLE	
<b>GENERAL LIABILITY</b>						
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	HA10	5/1/2024	5/1/2025	EACH OCCURRENCE	\$2,000,000	\$25,000
<input checked="" type="checkbox"/> OCCURRENCE				FIRE DAMAGE (Any one fire)	\$2,000,000	\$25,000
<input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES per POLICY				MED EXP (Any one person)	EXCLUDED	
				PERSONAL & ADV INJURY	\$2,000,000	\$25,000
				GENERAL AGGREGATE	\$10,000,000	
				PRODUCTS-COMP/OP AGG	\$10,000,000	\$25,000
				LAW ENFORCEMENT LIABILITY	\$2,000,000	\$25,000
<b>AUTOMOBILE LIABILITY</b>						
<input checked="" type="checkbox"/> ALL AUTOS	HA10	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT	\$1,000,000	\$25,000
<input checked="" type="checkbox"/> GEORGIA FLEET				BODILY INJURY (per person)	\$	\$
<input checked="" type="checkbox"/> HIRED AND NON-OWNED				BODILY INJURY (per accident)	\$	\$
				PROPERTY DAMAGE (per accident)	\$	\$
<b>AUTOMOBILE PHYSICAL DAMAGE</b>						
<input type="checkbox"/> NO COVERAGE	HA10	5/1/2024	5/1/2025	<input type="checkbox"/> ALL VEHICLES		\$
<input type="checkbox"/> NO VEHICLES OWNED				<input checked="" type="checkbox"/> SELECTED VEHICLES		\$2,500
<b>PUBLIC OFFICIALS LIABILITY</b>						
	HA10	5/1/2024	5/1/2025		\$2,000,000	\$25,000
<b>EMPLOYEE BENEFIT LIABILITY</b>						
	HA10	5/1/2024	5/1/2025		\$2,000,000	\$25,000
<b>CRIME</b>						
<input checked="" type="checkbox"/> BLANKET BOND	HA10	5/1/2024	5/1/2025		\$500,000	\$2,500
<input checked="" type="checkbox"/> DEPOSITORS FORGERY					\$500,000	\$2,500
<input checked="" type="checkbox"/> MONEY & SECURITIES					\$500,000	\$2,500
<b>PROPERTY</b>						
<input checked="" type="checkbox"/> BUILDINGS & CONTENTS, including EDP	HA10	5/1/2024	5/1/2025		As per Schedule with GIRMA	\$2,500
<input checked="" type="checkbox"/> MOBILE EQUIPMENT					Actual Cash Value	\$2,500
<input checked="" type="checkbox"/> BOILER AND MACHINERY					As per Schedule with GIRMA	\$2,500
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
Evidence of Coverage.						
CERTIFICATE HOLDER			CANCELLATION			
Department of Public Health Office of EMS and Trauma 1680 Phoenix Blvd. Suite 200 Atlanta, GA 30349			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.   By: Lockton Companies			
DISCLAIMER						
This Certificate of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or administrator, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.						
GMAwpp		v6.11.10m				

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE AGREEMENT FOR AMBULANCE AND EMERGENCY SERVICES EQUIPMENT AND RELEASE OF LIABILITY FOR FOREST PARK FIRE AND EMERGENCY SERVICES FROM THE CITY’S FIRE AND EMERGENCY SERVICES DEPARTMENT.**

**WHEREAS**, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, the City of Hapeville, Georgia is requesting to use one of the City’s Fire and Emergency Service’s (“Department”) ambulances for a temporary basis; and

**WHEREAS**, the City of Hapeville, Georgia has sent over the Agreement for Ambulance and Emergency Services Equipment and Release of Liability for Forest Park Fire and Emergency Services (“Agreement”); and

**WHEREAS**, the Department requests the approval of this Agreement which outlines that the City of Hapeville, Georgia’s fire department shall take temporary possession of the ambulance for a period of one (1) calendar year and contains a release indemnifying the City from all claims as a result of this Agreement; and

**WHEREAS**, the approval of this Agreement is necessary to promote the health and safety of City citizens.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The request to approve the Agreement for Ambulance and Emergency Services Equipment and Release of Liability for Forest Park Fire and Emergency Services to allow the City of Hapeville, Georgia’s fire department to take temporary possession of the City’s ambulance for a period of one (1) calendar year as presented to the Mayor and City Council on November 18, 2024, is hereby approved; and

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_ (SEAL)  
*City Clerk*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**9. Council Discussion on the Approval of The City of Forest Park Financial Policies-Finance Department**

**Background/History:**

Financial policies provide written guidance for how the City of Forest Park officials and staff should approach fiscal issues and core financial areas. To continue a healthy financial support to the Citizens of Forest Park for services and infrastructure maintenance, the financial policies ensure accountability, minimize confusion on the direction to follow, protects the City, and helps determine the City's fiscal stability.

The polices included in this agenda packet is as followed:

Accounting, Auditing, and Financial Reporting

Accounts Payable Policy

Budget Line Transfer and Amendment Process

Revenue Collection SOP

Stale Check Policy

Cash Receipts Policy and Procedures

Purchasing Policy

PCARD Policy

Travel Policy



# City Council Agenda Item

**Subject:** Financial Policies

**Submitted By:** John Wiggins

**Date Submitted:** 11/07/2024

**Work Session Date:** 11/18/2024

**Council Meeting Date:** 11/18/2024

**Background/History:**

Financial policies provide written guidance for how the City of Forest Park officials and staff should approach fiscal issues and core financial areas. To continue a healthy financial support to the Citizens of Forest Park for services and infrastructure maintenance, the financial polices ensures accountability, minimize confusion on the direction to follow, protects the City, and helps determine the City’s fiscal stability.

The polices included in this agenda packet is as followed:

1. Accounting, Auditing, and Financial Reporting
2. Accounts Payable Policy
3. Budget Line Transfer and Amendment Process
4. Revenue Collection SOP
5. Stale Check Policy
6. Cash Receipts Policy and Procedures
7. Purchasing Policy
8. PCARD Policy
9. Travel Policy

**Cost:** Budgeted for: \_\_\_\_\_ Yes  No

**Financial Impact:**

**Action Requested from Council:** The request of Council is to approve the Financial Policies.





# Finance Department Policies

November 18, 2024

John Wiggins, Director

Jeremi Patterson, Deputy Director

Talisa Adams, Procurement Manager

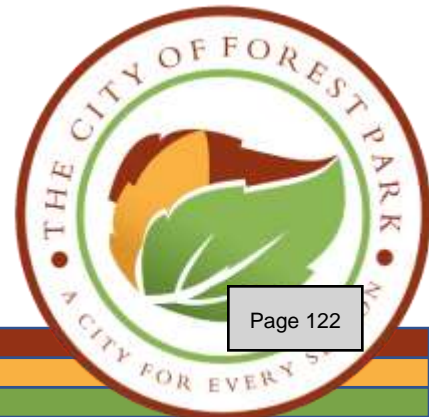
Deidra Willingham, Staff Accountant



# Meeting Agenda

Item #9.

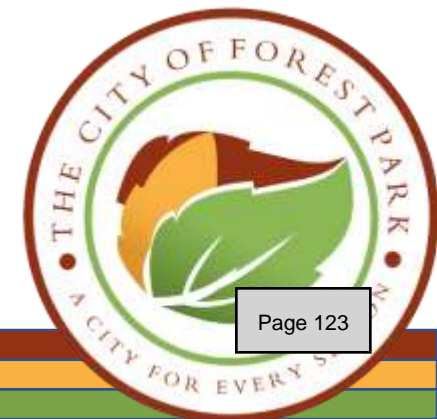
- Departmental policies – High Level Overview
  - Finance & Accounting policy
  - Purchasing policy
  - P-Card policy
  - Travel policy
- Q&A
- Council's Approval



# Purpose

Item #9.

- Codified and Approved by Governing Body
- Rules and Regulations that govern the purchasing, finance, accounts receivable, and payables processes for the City of Forest Park
  - Must follow Federal, State, and Local Laws
- Best Value! - Fair, Transparent, Open Process
- Exemptions/Exclusions/Exception
  - City Authorities (URA, DDA, DA)
  - Commodity Categories (ie., memberships, artists, advertisements, real estate, travel, etc.)



# Finance & Accounting Policy

Item #9.



Accounting, Auditing,  
and Financial  
Reporting



Accounts Payable



Cash Receipts



Revenue  
Collection



Budget Line  
Transfer and  
Amendment

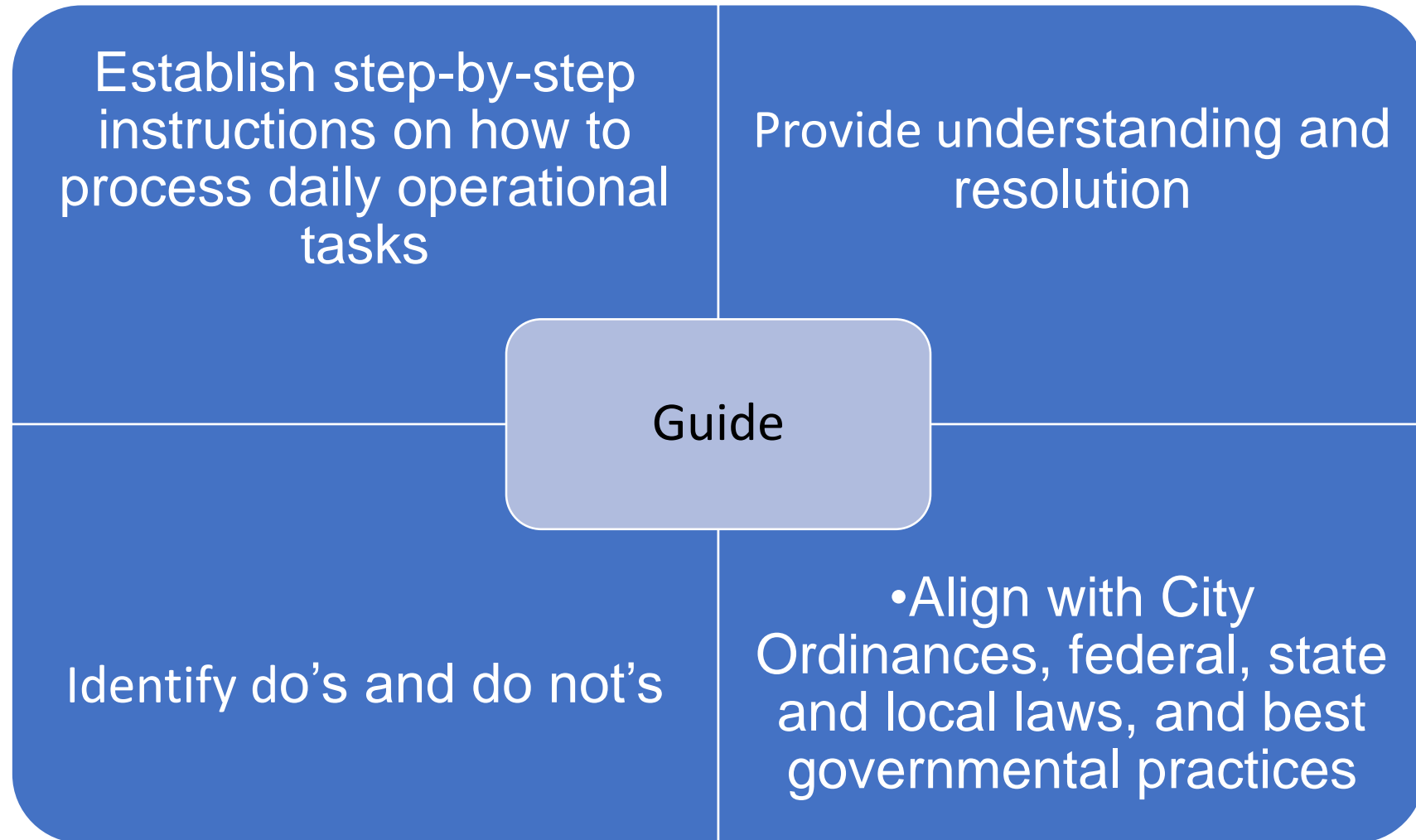


Stale Check

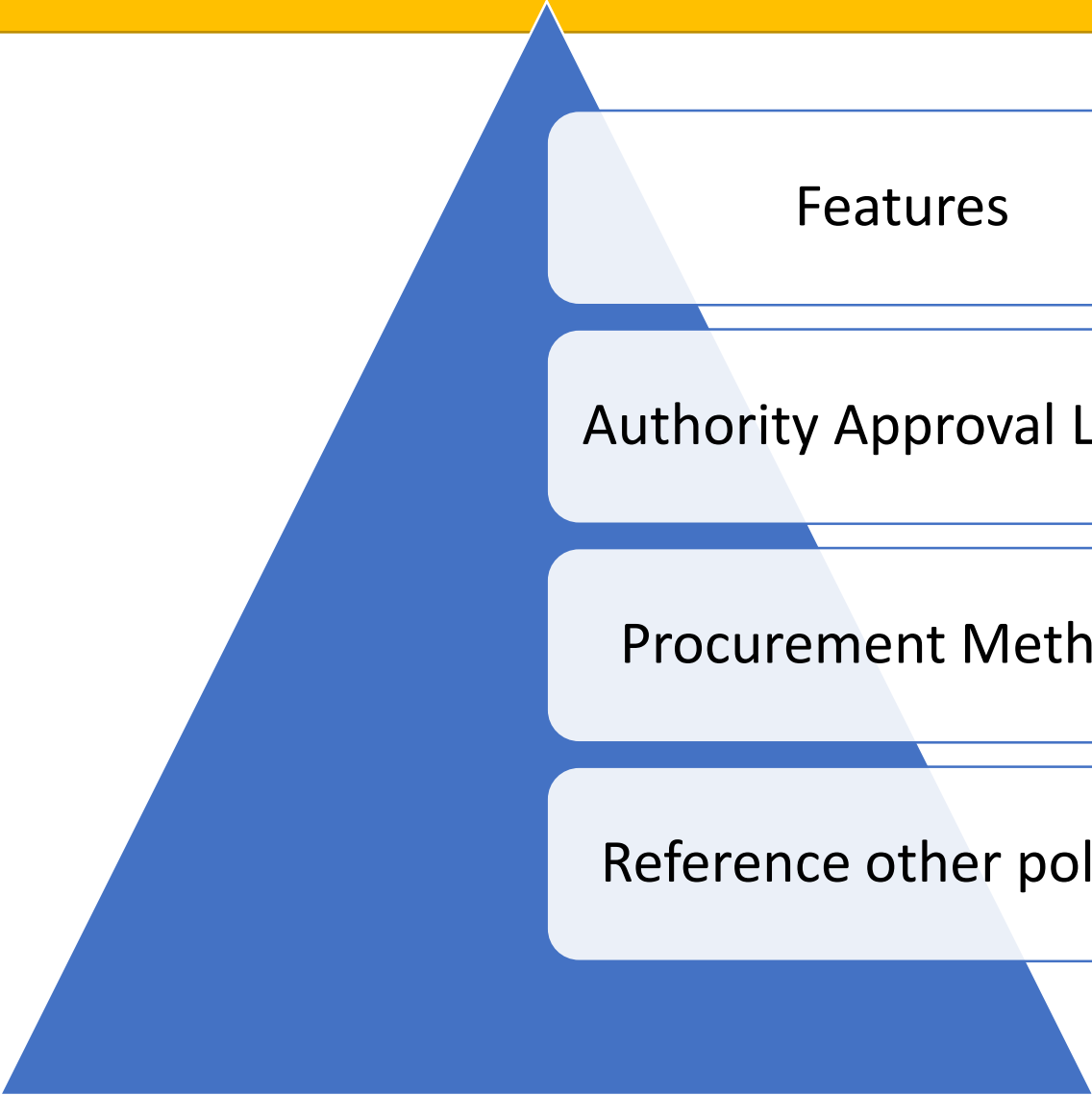


# Purchasing Policy

Item #9.



# Policy Content



# Features

1

- Defines authority of department and director

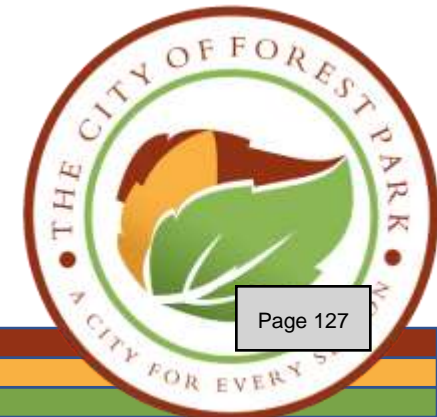
2

- Who can establish and enforce procedures

3

- Improper purchases

- Must comply with Budget and/or grant requirements
- Centralized Procurement Division / Procurement Manager
- May not be arbitrarily divided to avoid the formal sealed threshold methods, or to avoid approval authority



# Authority Levels

Item #9.

## Currently

- City Manager approval level up to \$10K
- Governing Body approval level over \$10K



## Recommendation

- City Manager approval level up to \$50K (all informal solicitations and/or Purchase Order (PO))
- Governing Body approval level over \$50K (all formal solicitations and/or contract awards)





# Authority Levels



	Procurement Method*	Required Approvals**	Amendments / Change Orders
≤ \$1,000.00	No competition required - one (1) written quote, Requisition, and PO.	1. Department director 2. One-time informal procurement processed by UD.	Increases greater than five percent (5%) or Two Thousand, Five Hundred Dollars and 00/100 Cents (\$2,500.00) – excluding any contingency – require additional Requisition and approval from all necessary parties.
\$1,000.01 - \$4,999.99	Three (3) written quotes, Requisition, and PO	1. Department director 2. Procurement manager 3. Informal procurement processed by UD.	
\$5,000.00 - \$49,999.99	Competitive Procurement (Informal Solicitation): - Requisition, PO, and/or Contract as appropriate.	1. Department director 2. Finance Department 3. Procurement manager 4. City Manager 5. City Attorney (contracts)	
\$50,000.00 >	Competitive Procurement (Formal Solicitation): - Requisition, PO, and/or Contract as appropriate.	1. Department Director 2. Finance Department 3. Procurement manager 4. City Manager 5. City Attorney (contracts) 6. City Council	

\*The Procurement Methods listed above are not applicable to Sole Source Procurement, Single Source Procurement, Emergency Procurement, Cooperative Purchasing, and Real Estate Acquisition. See Article VII (Noncompetitive Procurements). Notwithstanding this exclusion, the Required Approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided in Article VII.

\*\*City Council approval is always required for purchases exceeding Fifty Thousand Dollars and 00/100 Cents (\$50,000.00) and if purchase is not within the annual budget.



# Procurement Methods

Item #9.

## Informal

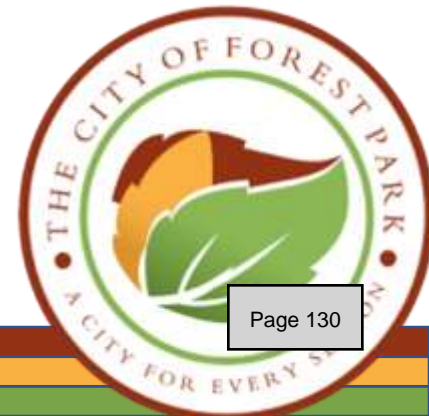
- IWQ – Informal Written Quotes
- RFQ – Request for Quotes

## Formal

- RFB – Request for Bid
- RFP – Request for Proposals
- RFQV – Request for Qualifications

## Non-Competitive

- Cooperative Contracts/Piggyback
- Sole/Single Source
- Emergency



# PCARD Policy

Item #9.

**Program Purpose  
and Compliance  
Requirements**

**Strict Prohibition  
on Personal  
Purchases**

**Defined Roles  
and  
Responsibilities**

**Internal Controls  
and Compliance  
Audits**

**Random Audits  
and Ongoing  
Monitoring**



# Travel Policy

Item #9.



**Pre-Approval for Overnight Travel:**



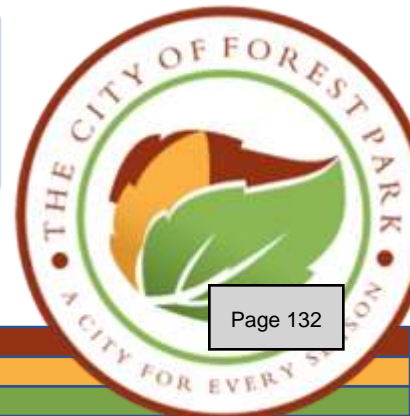
**Use of Personal and City Vehicles for In-State Travel:**



**Per Diem Allowance for Meals:**



**Strictly Defined Reimbursable and Non-Reimbursable Expenses:**



# Reference

Ethics Ordinance/Policy



P-Card Policy



Travel Policy



# Centralized Procurement Division

Item #9.

❖ ASANA - <https://app.asana.com/>

❖ OpenGov - <https://www.forestparkga.gov/finance/page/bids-rfps>

The screenshot shows the Asana web application interface. The top navigation bar includes a search bar for 'forestparkga.gov' and a 'My tasks' dropdown menu. Below the navigation, there are tabs for 'List', 'Board', 'Calendar', and 'Files'. A 'Recently assigned' section displays a list of tasks with columns for task name, due date, collaborators, and project. A purple callout box highlights a feature: 'Stay on top of your tasks with a priority custom field'.

Task Name	Due Date	Collaborators	Project
25-05918 - Walker Concrete	Oct 11	[User Avatars]	Accounts Payable / Proc...
Requisition # 25-05986 Advent Health	Today	[User Avatars]	Accounts Payable / Proc...
25-05978 JAZMINE SCROGGINS	Friday	[User Avatars]	Accounts Payable / Proc...
25-05938 SPORTOGRAPHY	Friday	[User Avatars]	Accounts Payable / Proc...
25-05994 - VIRTUAL INSANITY MOBILE THEA	Friday	[User Avatars]	Accounts Payable / Proc...
25-06003 - THE HOME DEPOT	Friday	[User Avatars]	Accounts Payable / Proc...
25-06005 - ALLAN VIGIL FORD	Friday	[User Avatars]	Accounts Payable / Proc...
25-05987 - ACCURATE PROPERTY SERVICES	Friday	[User Avatars]	Accounts Payable / Proc...

The screenshot shows the OpenGov Procurement website. The left sidebar contains 'Property Taxes' and 'CONTACT INFORMATION' for City Hall. The main content area features a search bar and a table of procurement projects.

**Property Taxes**

**CONTACT INFORMATION**

**City Hall**  
745 Forest Parkway  
Forest Park, GA 30297  
Phone: 404-366-4720  
Fax: 404-608-2344

**Contacts:**

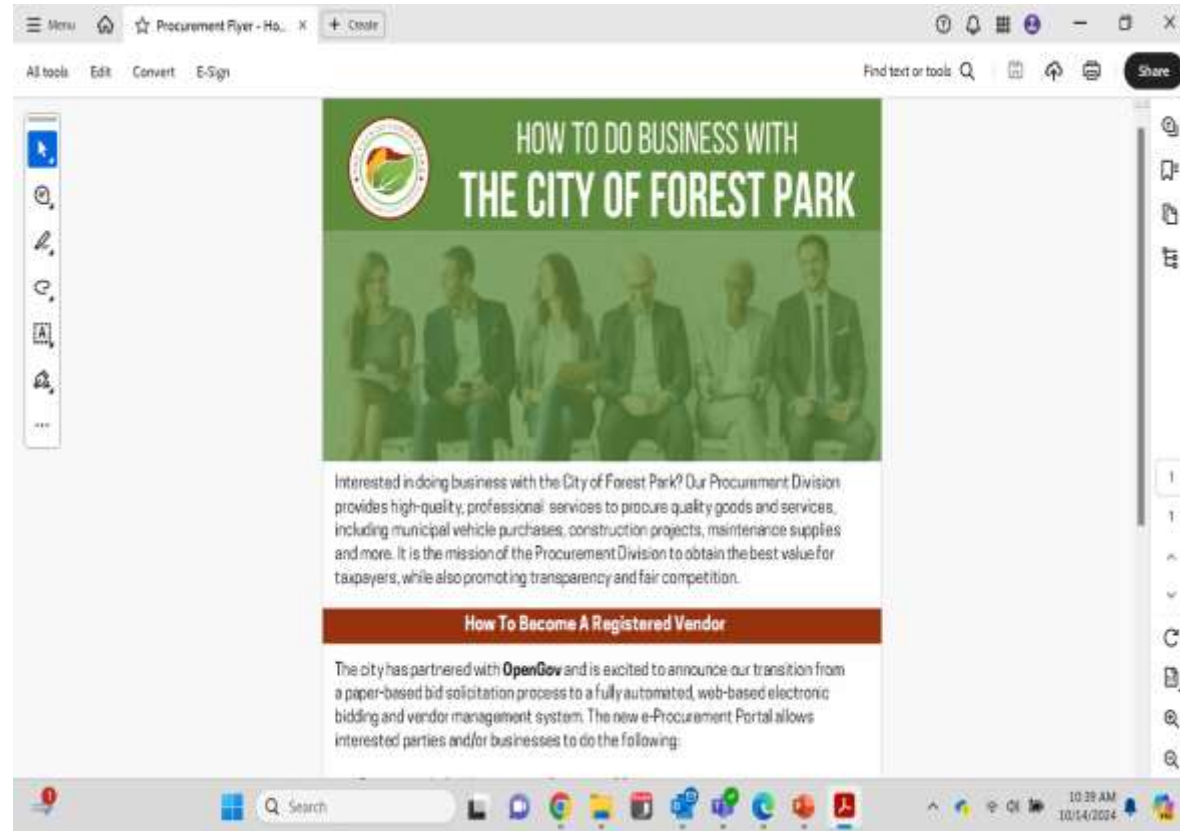
[View Full Contact Details](#)

Project Title	Addenda	Release Date	Due Date
FOREST PARKWAY (SR 331) MEDIAN LANDSCAPE <b>OPEN</b>	0	10/11/2024	11/19/2024
Car Wash Services for City Vehicles (Annual Contract) <b>OPEN</b>	0	9/27/2024	10/17/2024
CONSTRUCTION MANAGER AT-RISK (CMAR) SERVICES FOR THE CITY OF FOREST PARK CITY CENTER PROJECT <b>EVALUATION</b>	2	8/16/2024	9/23/2024
General Contractors for the City of Forest Park Home Program <b>CLOSED</b>	0	7/12/2024	7/30/2024

# How to Do Business

Item #9.

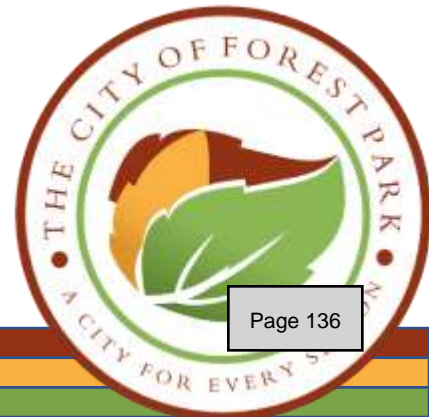
- Vendor Symposium
  - December 5, 2024
  - Quarterly Clinics



# Q&A

Item #9.

# THANK YOU!







CITY OF  
**FORESTPARK**

**City of Forest Park, GA**  
**Policies**

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# CITY OF FOREST PARK FINANCE AND ADMINISTRATION DEPARTMENT

## ACCOUNTING, AUDITING AND FINANCIAL REPORTING



CITY OF FORESTPARK

# City of Forest Park, GA Policies

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CITY OF  
**FORESTPARK**

## City of Forest Park, GA Policies

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### I. ACCOUNTING

The City shall maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide an effective means of ensuring that financial integrity is not compromised. In addition, such practices shall provide City officials with the necessary resources in order to make sound financial decisions.

#### A. **SCOPE**


This policy applies to all accounting records that are the responsibility and under the management of the City's Department of Finance.

#### B. **GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP)**

The City will establish and maintain a high standard of accounting practices. Accounting standards will conform to generally accepted accounting principles of the United States as promulgated by the Governmental Accounting Standards Board (GASB). The City also will follow the Financial Accounting Standards Board's pronouncements, as applicable.

#### C. **FUND STRUCTURE**

The City will maintain the minimum number of funds consistent with legal compliance and sound financial administration. The City will adhere to the mandatory fund structure included in the Georgia Department of Community Affairs' (DCA) chart of accounts (see link below). Funds shall be classified in conformity with GAAP. Further, all funds shall be reported within the annual financial statements.

 [Uniform Chart of Accounts \(UCOA\) - Fourth Edition 4.3 \(May 2020, Amended May 2023\)](#)



CITY OF  
**FORESTPARK**

## **City of Forest Park, GA Policies**

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### **D. CHART OF ACCOUNTS**

The Georgia General Assembly passed the Local Government Uniform Chart of Accounts and Reporting Act in 1997 (House Bill 491). This law requires the DCA to prepare and issue a standardized chart of accounts for Georgia governments. It shall be the policy of the City to implement and utilize the account classifications as the chart of accounts prescribes.

## **II. AUDITING**

Georgia Law on Local Government Audits, O.C.G.A. Section 36-81-7, requires an independent annual audit for the City. The annual independent audit shall be conducted in accordance with generally accepted auditing standards (GAAS) and generally accepted governmental auditing standards (GAGAS). In addition, the City shall comply with the requirements of the General Accounting Office (GAO) and the Office of Management and Budget (OMB) when audits are conducted relating to federal funding, consistent with the Single Audit Act.

### **A. SCOPE**

This policy applies to all funds that are the responsibility and under the management of the City of Sandy Springs and its Department of Finance.

### **B. AUDITOR QUALIFICATIONS**

A properly licensed Georgia independent public accounting firm shall conduct the audit.

### **C. CHOOSING THE AUDIT FIRM**

Every three to five years, the City will issue a request for proposal to choose an audit firm for a period of three years with two one-year renewal options. The City will request two proposals from qualified public accounting firms. One



CITY OF  
**FORESTPARK**

## **City of Forest Park, GA Policies**

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proposal shall contain the firm's costs and a second will contain the firm's qualifications. The cost proposals shall only be presented after three qualified firms are determined. When awarding the contract for the independent audit, not less than 70% of the decision will be based upon technical qualifications rather than cost.

### **D. AUDITING AGREEMENT**

The agreement between the independent auditor and the City shall be in the form of a written contract or an engagement letter. The contract or engagement letter shall include the request for proposal as an appendix to the written document and all issues addressed in the request for proposal shall be required as part of the contract or engagement letter.

### **III. INTERNAL AUDIT**

The City shall develop, and once developed, maintain a strong internal audit function, whereby applying financial practices and policies to transactions. The City shall develop accounting practices and procedures, which will be documented for use in internal control evaluation.

### **IV. MALFEASANCE AND EMBEZZLEMENT**

Any employee will be prosecuted to the extent of the law in any instance where the employee is proven to have committed an illegal act such as theft.

### **V. FINANCIAL REPORTING**

#### **A. SCOPE**



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## **City of Forest Park, GA Policies**

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The Department of Finance shall develop and maintain an ongoing system of financial reporting to meet the information needs of the government, authorities, and regulatory agencies. In addition, the City Manager, Mayor, Council, Department Heads and the public shall have access to reports to allow them to monitor, regulate, and to use as a basis for future financial decisions.

### **B. ANNUAL COMPREHENSIVE FINANCIAL REPORT**

In conjunction with the annual independent audit, the City shall prepare and publish an Annual Comprehensive Financial Report (ACFR). The City shall prepare the ACFR in conformity with GAAP and the Government Finance Officers Association's (GFOA) program requirements. Annually, the City will submit its CAFR to the GFOA to determine its eligibility to receive the GFOA's "*Certificate of Achievement for Excellence in Financial Reporting.*" The City shall make this report available to the elected officials, bond rating agencies, creditors and citizens.

The City shall report in conformity with O.C.G.A Section 36-81-7. A copy of the City's annual audit (i.e., the ACFR) shall be submitted to the Georgia Department of Audits and Accounts within 180 days of year-end, as required. Additionally, all external reports as required by the regulatory agencies shall be completed and filed as prescribed by state and federal law. This includes, but not limited to CVIOG, EMMA, Federal government (single audit), and DCA.

## **VI. ANNUAL BUDGET DOCUMENT**

The City shall prepare and publish an annual budget document in accordance with the policies contained within this document. This budget shall measure the annual funding and forecast the financial position of the City for the subsequent fiscal year. This document shall be prepared in conformity to the GFOA program requirements. Annually, the City will submit the budget to the GFOA to determine its eligibility to receive the GFOA's "*Distinguished Budget Presentation Award.*" The City shall make the report available to elected officials, citizens, and any interested parties.



CITY OF  
**FORESTPARK**

## **City of Forest Park, GA Policies**

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### **VII. ANNUAL CITIZEN'S REPORT**

At the direction of the City Manager, the Finance Department may coordinate with the Marketing Department (or similar provider) on the publication of an annual report to the citizen's (e.g., a popular report) which includes financial details. The citizen's report shall be in addition to the ACFR. This report shall follow the recommendations of the GFOA's "Popular Annual Financial Report" (PAFR) program guidelines. The City shall submit the Annual Citizen's Report to the PAFR program to determine its eligibility to receive the award.

### **VIII. INTERNAL REPORTING**

#### **A. FINANCIAL REPORTING TO THE CITY COUNCIL**

On a monthly basis, the Finance Department shall prepare and present a summarized "*Statement of Revenues and Expenditures*" to the City Council for all of the City's operating funds. The City also shall prepare a "Capital Project" report outlining appropriations (if any), expenses, outstanding encumbrances, and available appropriable balances for capital projects.

#### **B. FINANCIAL REPORTING TO THE ADMINISTRATION**

In addition to the external reporting detailed above, the Finance Department shall coordinate the reporting needs of each department in order to design and implement those reports which the departments need to make sound business decisions. At a minimum, departments will receive reports detailing monthly department financial activity including expenses, any personnel costs in excess of the approved budget, and recommended budget line-item adjustments.

# City of Forest Park

## Accounts Payable Policy

### 1. Purpose

To establish clear guidelines for processing, approving, and paying vendor invoices to ensure timely and accurate payment of the City of Forest Park's liabilities.

### 2. Scope

This policy applies to all employees involved in the accounts payable process, including finance, procurement, and relevant Department Head or designee.

### 3. Policy Statement

The City of Forest Park is committed to maintaining good relationships with its vendors by ensuring timely and accurate payments while safeguarding its own financial interests.

### 4. Vendor Management

- **Vendor Selection:** Vendors should be selected based on criteria such as quality, cost, reliability, and compliance with the City of Forest Park's standards as determined by Procurement Officer(s).
- **Vendor Information:** Procurement Officer(s) will maintain a master list of approved vendors, including contact information, payment terms, and banking details.

### 5. Invoice Processing

- **Receipt of Invoices:** All invoices must be:
  - Stamped with received date.
  - Attached to purchase order and forwarded to the Accounts Payable department within 5 business days.
    - Acceptable delivery methods include mail, interoffice mail, email ([accountspayable@forestparkga.gov](mailto:accountspayable@forestparkga.gov)), or electronic data interchange (i.e. Asana, Microsoft Groups, etc.)
- **Invoice Verification:** Accounts Payable will verify invoices against purchase orders for accuracy. A purchase order number must be included on the invoice. Discrepancies must be resolved before approval.
- **Approval Process:** Invoices must be approved by the relevant Department Head or designated approver before payment.
- **Data Entry:** Enter approved invoices into the accounting system within 7 business days.



## 6. Payment Processing

- **Payment Terms:** The City of Forest Park operates on a net-30 pay schedule unless otherwise negotiated with between the vendor & Procurement.
- **Payment Methods:** Payments will be made via check, electronic funds transfer (EFT), wire transfer, or credit card.
- **Payment Schedule:** To maintain volume levels, payments will be processed weekly. Invoices delivered to Accounts Payable by noon on Friday will be paid within 7 business days pending no discrepancies.
- **Payment Approval:** Payments must be reviewed and approved by authorized personnel before disbursement.
- **Disbursement:** Payments will be dispersed to the vendor by agreed upon payment method.

## 7. Record Keeping

- **Documentation:** Payment records will be retained in an alphabetized vendor file, in dated order and archived on an annual basis.
- **Reconciliation:** Reconcile accounts payable records with vendor statements regularly to ensure accuracy.

## 8. Internal Controls

- **Segregation of Duties:** Maintain separate responsibilities for invoice approval, data entry, and payment processing to prevent fraud.
- **Access Controls:** Restrict access to the accounts payable system to authorized personnel only.
- **Audit:** Conduct regular audits of the accounts payable process to identify and address any discrepancies or inefficiencies.

## 9. Dispute Resolution

- **Discrepancies:** Address any discrepancies or disputes with vendors promptly and professionally.
- **Dispute Escalation:** Escalate unresolved disputes to higher management for resolution.

## 10. Compliance

- **Regulatory Compliance:** Ensure all accounts payable activities comply with relevant laws and regulations.
- **Policy Review:** Review and update the accounts payable policy annually or as needed to ensure continued effectiveness and compliance.

## 11. Training and Communication

- **Employee Training:** Provide training to employees involved in the accounts payable process to ensure they are aware of and comply with the policy.
- **Communication:** Communicate any changes to the accounts payable policy to all relevant stakeholders promptly.

## 12. Responsibility and Accountability

- **Department Heads:** Responsible for ensuring their departments adhere to the accounts payable policy.
- **Accounts Payable Team:** Responsible for the accurate and timely processing of invoices and payments.
- **Internal Audit:** Responsible for auditing the accounts payable process to ensure compliance with the policy.

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By following this policy, the City of Forest Park can ensure a streamlined and efficient accounts payable process that supports strong vendor relationships and maintains financial integrity.

## Budget Line Transfer and Amendment Process

### Purpose:

To provide a structured and controlled method for departments to reallocate funds within the budget when attempting to allocate an expense to a line item that is over budget.

### Scope:

This procedure applies to all departments within the organization that seek to amend the budget to cover expenses that exceed the allocated amount for a specific line item.

### Procedure:

#### 1. Identify the Overbudget Line Item:

- The department identifies the line item that is over budget and determines the amount needed to cover the excess expense.
- If funds are not within budget, a budget amendment must be approved by resolution. The budget shall be adopted at the fund/department level, which is the legal level of budgetary control. The current year's budget may be adjusted to reflect changes in the local economy, changes in priorities or services needed, and receipt of unbudgeted revenues and for unanticipated expenditures.

#### 2. Determine Source of Funds:

- The department identifies potential line items within their budget where funds are available and can be reallocated to the overbudget line item. The reallocation should not negatively impact the department's ability to meet its objectives.

#### 3. Complete the Budget Transfer Form:

- The department completes the Budget Transfer Form, including:
  - **Line Item Over Budget:** Description and account number of the overbudget line item.
  - **Amount Needed:** The amount required to cover the overbudget expense.
  - **Source of Funds:** Description and account number of the line item(s) from which funds will be reallocated.

- **Justification:** A detailed explanation of the need for the budget amendment and the impact of reallocation on the department's operations.
- **Department Head Approval:** The department head must sign the form indicating their approval of the proposed budget transfer.

#### 4. **Submit to Finance for Review:**

- The completed Budget Transfer Form is submitted to the Finance Department for review. Finance will:
  - **Review the Budget Transfer:** Assess the validity and necessity of the amendment.
  - **Check Availability of Funds:** Confirm that the proposed source of funds is available, and that the reallocation is feasible.
  - **Approve or Deny:** Finance will approve or deny the transfer. If denied, the department will need to revise the form or identify alternative solutions.

#### 5. **Submit to City Manager for Final Approval:**

- Upon Finance approval, the form is forwarded to the City Manager for final approval. The City Manager will:
  - **Review the Request:** Ensure the line transfer aligns with the overall budgetary strategy and organizational priorities.
  - **Approve or Deny:** The City Manager will approve or deny the request. If denied, the department must revisit the budget or seek alternative funding.

#### 6. **Execute the Budget Transfer:**

- Once approved by both Finance and the City Manager, the department may proceed with the reallocation of funds.
- The Finance Department will update the budget to reflect the approved changes.

#### 7. **Record Keeping:**

- The approved Budget Transfer Form, along with any supporting documentation, will be retained by the Finance Department for audit and review purposes.

#### 8. Reporting:

- The Finance Department will report all budget amendments to the City Council or appropriate governing body during the next budget report cycle.

#### Document: Budget Amendment Form (See Form Below)

##### Form Sections:

- **Line Item Over Budget:** (Include fields for description, account number, and amount needed)
- **Source of Funds:** (Include fields for description, account number, and amount to be transferred)
- **Justification:** (Provide space for a detailed explanation)
- **Approval Signatures:**
  - **Department Head:**
  - **Finance Department:**
  - **City Manager:**

This process ensures that all budget amendments are made transparently, with proper oversight and alignment with organizational financial strategies.

**CITY OF FOREST PARK  
FY2024-2025 BUDGET AMENDMENTS**

DEPARTMENT: \_\_\_\_\_  
FUND: \_\_\_\_\_

DATE: \_\_\_\_\_

Amendment Number _____
---------------------------

**TRANSFER FROM: FINANCE**

Dept.	Account Number	Account Name	Transfer Amount	Original Budget	Amended Budget	Expenses To Date	Current Balance	Amended Balance
0								
<b>TOTAL</b>			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**TRANSFER TO:**

Dept.	Account Number	Account Name	Transfer Amount	Original Budget	Amended Budget	Expenses To Date	Current Balance	Amended Balance
<b>TOTAL</b>			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**JUSTIFICATION:**

--

Department Director:  Date: _____	Finance:  Recommend Approval: Date: _____	City Manager:  Recommend Approval: Yes / No Date: _____	Date Incode Updated: Date: _____ Action: _____
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## City of Forest Park Standard Operating Procedure Revenue Collection

**Subject:** Revenue Collection and Reconciliation  
**Department(s):** All Revenue-Collecting Departments

### 1. Purpose

To establish a standardized process for collecting, recording, and reconciling revenue by all departments collecting revenue on behalf of the City of Forest Park. This procedure ensures consistency, accuracy, and timely submission of financial data to the Finance Department.

### 2. Scope

This procedure applies to all departments responsible for collecting revenue through cash, check, or credit card payments for the City of Forest Park.

### 3. Responsibilities

- **All Revenue-Collecting Departments:**
  - Record all revenue in the City's accounting system (currently Tyler).
  - Open daily batches for each type of payment (cash, check, and credit card).
  - Reconcile daily batches at the end of each business day.
  - Deliver the cash letter and supporting documentation (cash, check, and credit card payments) to the Finance Department prior to 10:00 AM the following business day for verification and posting.
- **Finance Department:**
  - Verify the accuracy of daily batches and supporting documentation.
  - Post the verified information into the City's accounting system.

### 4. Procedure

#### 4.1 Revenue Recording in Accounting System

- Each department is responsible for recording revenue using the Tyler system. This includes:
  - Properly coding all revenue to the appropriate account line items.
  - Ensuring each transaction is reflected in the system.

## 4.2 Opening Daily Batches

- For each business day:
  - Open a separate batch for each payment type (cash, check, and credit card).
  - Record each transaction in the appropriate batch as payments are received throughout the day.

## 4.3 Daily Reconciliation

- At the end of each business day:
  - Reconcile all batches for cash, check, and credit card transactions.
  - Ensure the total amount in the batch matches the physical cash, checks, and credit card receipts on hand.

## 4.4 Preparation and Submission of Cash Letter

- Daily, before 10:00 AM:
  - Prepare a cash letter for each batch from the previous day.
  - Include the following supporting documentation:
    - Cash: Physical cash and cash receipts.
    - Check: Physical checks and check receipts.
    - Credit card: Receipts and corresponding transaction reports.
  - Submit the cash letter and all supporting documentation to the Finance Department for verification.

## 4.5 Verification and Posting

- Upon receipt of the cash letters and supporting documentation, the Finance Department will:
  - Verify the accuracy of the recorded revenue against the supporting documents.
  - Post the verified revenue into the City's accounting system.

## 5. Compliance

All departments must adhere to this procedure to ensure accurate and timely financial reporting. Non-compliance may result in delays in posting revenue and potential discrepancies in the City's financial records.



## 6. Review and Revision

This SOP will be reviewed annually by the Finance Department or as necessary to accommodate changes in the accounting system or revenue collection practices.

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### Appendices:

- **Appendix A:** Example of a Cash Letter
- **Appendix B:** Tyler System Batch Entry Instructions

# STALE CHECK POLICY

## Purpose

The City of Forest Park issues checks for Payroll, Refunds and Accounts Payable. Once a check is issued, the recipient has 180 days to deposit the check. If the check has not cleared City of Forest Park's bank after 180 days, the check is considered stale dated. It is the City's policy to review and process stale dated and unclaimed checks monthly.

## Definition

A stale check is a check that has not been presented to the bank for encashment within a period of 6 months.

## Authority

Finance/City Manager

## Procedure

### 1. Determining Stale Dated Checks

- a) Staff will identify and generate a list of outstanding checks six months old or older, by issue date, utilizing its treasury management reporting each month.
- b) The identified funds are moved to the appropriate holding account in the General Ledger for up to five (5) years.
- c) Staff will attempt to locate the payee by using available search tools (e.g., LexisNexis, SPOKEO, DMV, etc.).

### 2. Canceling Stale Dated Checks

- a) Staff will notify the payee or beneficiary in writing that a check was issued more than six months ago and has not cleared The City's treasury account. The payee will be provided with a "[Declaration to Obtain Duplicate of a Lost or Destroyed Check](#)" form.
- b) 30 days after initial notification - If there is no reply from the payee or beneficiary, a second notification will be sent by certified mail.
- c) 60 days after initial notification - If no reply has been received a final notice will be sent to the payee or beneficiary. The funds will remain in the holding account for up to five (5) years and will be absorbed into the System's reserves if unclaimed.

### 3. Re-issuing Stale Dated Checks

- a) Payee or beneficiary must provide a completed "Declaration to Obtain Duplicate of a Loss of Destroyed Check" affidavit, signed by the payee or beneficiary.
- b) Once the required documents are received by the City, a new check will be issued to the payee or beneficiary through the City accounts payable process.

### 4. Redeposit to Reserves (5 Years)

- a) At fiscal year-end, the holding accounts will be reconciled; any unclaimed funds five (5) years and older, from the date of initial contact, will be moved to the appropriate reserve account(s).

# STALE CHECK POLICY

Policy Review:

This policy shall be reviewed at least every three years.

\_\_\_\_\_  
John Wiggins, Finance Director

POLICY APPROVAL DATE: January 22, 2024

FORM 1

**Declaration to Obtain Duplicate of a Lost or Destroyed Check Form**

I, \_\_\_\_\_, have examined the check numbered, dated \_\_\_\_/\_\_\_\_/\_\_\_\_, payable to me in the amount of \$ \_\_\_\_\_. I did not sign this check or authorize anyone to sign it. The signature on this check is not mine. I did not receive the whole or any part of the money. The signature below is my proper signature.

I certify under penalty of perjury that the information I have given in this statement is correct and true.

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

## City of Forest Park

### Cash Receipt Policy and Procedures

June 2024

#### Scope

These guidelines include all departments in the City of Forest Park that accept cash, credit card or check payments. These guidelines cover all transactions that involve an exchange of payments for goods or services. All City personnel that handle cash must have an awareness of and show a commitment towards maintaining strong internal controls for money handling responsibilities.

#### Purpose

To establish and maintain uniform cash receipt and reporting policies and procedures across the City of Forest Park.

#### Guidelines

City departments in a funds handling capacity should be committed to establishing and maintaining strong internal controls around the cash receipts process to prevent the mishandling of funds and safeguarding against loss. Strong internal controls also protect employees by defining crosschecking roles for funds handling responsibilities. Departments responsible for handling checks and cash must maintain written procedures outlining each step in the funds handling process. These procedures should be reviewed at least annually to ensure that the procedures are current. For those departments that do not have adequate staff to support proper separation of duties, compensating controls must be established to ensure procedures are followed. Compensating controls are additional procedures to help reduce the risk of error or loss. Departmental procedures should also address the security of funds (i.e., locking file cabinet, safe) during the workday, and storage for overnight safekeeping. The Finance Department, in consultation with city leadership and department heads, will conduct annual reviews of randomly selected cash collection areas to ensure the following:

Written procedures have been established for processing cash receipts and a copy has been sent to the Finance department. The procedures should indicate who is responsible for each duty by position title.

Staff are properly trained in these procedures.

The written procedures are being followed.

Revenues collected by the departments are not used to cash personal checks, third party checks or to make change.

Funds and receipts are kept in secure locations.

## Procedures

Departments must record all currency transactions in an electronic transaction register appropriate to their area of responsibility. Currency transactions include cash, check, money order, Finance check, and credit cards. All receipts must be generated from the system of entry - no handwritten receipts are to be used. Receipts must include, but are not limited to, the following information: the date received, the dollar amount, a receipt number, name of the person paying for the transaction, description of the service or product, name of the department or area collecting the funds, and name of the cash handler. Here are some key things to keep in mind when writing your procedures:

The cashier is responsible for assuring that the funds are deposited in the appropriate bank account at Truist bank. The cashier is responsible for having the reports from the entry system and City deposit ticket transported to the Finance Office for verification, entry and reconciliation.

All deposits must be made to the bank within 24 hours of the time close out of the daily activity. Reports are submitted to the finance department daily by 8:30 AM for the previous day's transactions.

If not using the Remote Deposit Scanner for deposits, Stamp the back of each check with a restrictive endorsement (such as "City of Forest Park for Deposit Only"). See User guide attached.

Funds, register, and receipts must be kept in secure locations. To protect the funds, they should be kept in a lockable container, such as a cash box, and stored in an area that is not visible to unauthorized personnel. The container should not be left unattended during the workday. At night or outside of business hours, all funds must be kept in a secured (locked) storage area, such as a locking file cabinet or safe. The transaction register/ receipts should be stored separately from the funds to maintain accountability for loss in the event of a theft.

In the event of Loss or theft, immediately notice the Police Chief and Finance director.

All transactions must be recorded on the transaction register. If an error is made, contact the direct supervisor to void and authorization to correct transaction entry. Corrections must be approved & dated by a supervisor or manager at the time of the transaction.

A receipt must be given for all transactions, especially those that involve cash.

ADDENDUMS AND REFERENCE MATERIALS ATTACHED

Tyler Cash Receipt training manual

Documents list that should be part of each daily cash packet.

Remote Deposit Capture (RDC) Machine.

# TYLER CASH RECEIPT TRAINING GUIDE

## CASH COLLECTION

### **OPENING BATCH PROCESS**



## Opening a Batch for Payment Processing

Cash Collection > Processing >

Follow the steps below to open a batch for payment processing:

### [Click Here to OP-en an Existing Batch](#)

1. Click **Open Batch**. The Open Batch dialog box opens.
2. From the **Batch** dropdown list, select the batch the user wants to use.
3. Click **Ok**. operator entry in the Open Operators/Batches grid indicates the batch you are using and the date and time that you opened the batch.

### [Click Here to Open a New Batch](#)

1. Click **Open Batch**. The Open Batch dialog box opens. (If you have a batch open but no other batches exist for operator login, the system opens the New Batch dialog box immediately. Skip to step 3.)
2. Click **New**. The New Batch dialog box opens.
3. In the **Description** field, type a description for the new batch, using up to 25 characters.
4. Click **Ok**. operator entry in the Open Operators/Batches grid indicates the batch you are using and the date and time that you o-pened the batch.

If you open a batch when you already have another batch open, the system closes the original batch.

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Click here for new procedures for Contacting Your Support Team.



## Closing a Batch

Cashiering > Processing > Operator Process

This procedure assumes that you are currently logged in to the Operator Process and that a batch is currently open.

Follow the steps below to close a batch:

1. In the **Open Operators/Batches** grid, highlight the row containing the batch the user wants to close.
2. Click **Close Batch**. The system updates the Closed Batches grid to include the batch you closed.

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## Approving a Batch of Receipts

Cash Collection > Processing > Operator Process

The method for approving batches of receipts depends on whether operators are set up in Operator Maintenance to require approval of their batches. Follow the procedure that applies to you.

Follow the steps below to approve a batch of receipts:

### [Click Here if Operator Requires AP-approval](#)

This procedure assumes that you are currently logged into the Operator Process, that the batches the user wants to approve are closed, and that you successfully printed the Receipt Register for the batches.

1. In the **Closed Batches** grid, ensure that the checkbox in the **Selected** column is marked for each batch the user wants to approve.
2. Click **Approve**. The Approve Batch dialog box opens.
3. In the **Total Dollars Received** field, type the total amount received for the transactions in all selected batches.
4. Click **Ok** to approve the batch(es). A Y displays in the Approved column of the Closed Batches grid for each approved batch.

### [Click Here if Operator Does Not Require Approval](#)

This procedure assumes that you are currently logged into the Operator Process, that the batches the user wants to approve are closed, and that you successfully printed the Receipt Register for the batches.

1. In the **Closed Batches** grid, ensure that the checkbox in the **Selected** column is marked for each batch the user wants to approve.
2. Click **Approve**. A Y displays in the Approved column of the Closed Batches grid for each approved batch.

## Emailing Receipts

Cashiering > Processing > Operator Process > Enter Payments

Follow the steps below to email receipts:

1. Enter payment information and click **Ok** to commit to the payment.
2. Click **Email Receipt** in the Document Printing window.

**NOTE** The Email Receipts button is only enabled if the Email Receipts flag is enabled in the transaction code.

3. After clicking the Email Receipt button, a window opens to allow the entry/edit of recipient addresses. For all transactions except court, enter the email address the user wants to send the receipt to.
4. For court transactions, mark the checkbox next to the name of each defendant the user wants to send a receipt to. The defendant's default email address appears in the field to the right of the defendant's name. the user can modify these addresses if necessary, but any changes will update the email address on the defendant record when you click **Ok**.
5. To add an additional email, such as a bondsperson, mark the **Other** checkbox and enter the corresponding email address in the adjacent field.
6. Click **Ok** to send the email and return to the Document Printing Window.

**NOTE** After sending emails, the Continue button is disabled. To return to Document Printing without disabling the Continue button, click **Cancel**.

**TIP** To enable emailing receipts on transaction, you must enable the email receipts option in Transaction Code Maintenance. the user can modify the system email settings in SMTP Maintenance.

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Click here for new procedures for Contacting Your Support Team.

## Voiding a Receipt

Cashiering > Processing > Operator Process

This procedure assumes that you are currently logged in to the Operator Process and that the batch that contains the receipt you need to void is currently open.

Follow the steps below to void a receipt:

1. In the **Operator Process** window, click **Void Receipt**. The Void Receipt window opens with the Enter Receipt Number dialog box open in front of it.
2. In the **Receipt Number** field, type the number of the receipt the user wants to void.
3. Click **Ok**. The Enter Receipt Number dialog box closes and the system loads information for the selected receipt in the Void Receipt window.
4. Verify that the information for the receipt is correct; then click **Ok** to void the receipt. The system confirms that the receipt was successfully voided.
5. Click **Ok** to close the message box.

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## Accepting Multiple Payments in Multi Pay

Cashiering > Processing > Operator Process

This procedure assumes that you are currently logged in to the Operator Process and that a batch is currently open.

Follow the steps below to accept:

1. In the Operator Process window, click **Enter Payments**. The Payment Input window opens.
2. Click **Multi Pay** in the bottom left corner of the window. The Multi Pay window opens.
3. Select the Individual option to filter the Name display by the name of the individual whom the payment is to be entered for. If you select this option, the system enables the Last Name and First Name fields. If you do not want to filter by individual, skip the next step.
4. In the **Last Name** field, type the first few characters of the customer's last name. The system applies the filter when you TAB out of this field.
5. To filter the Name display by first name, type the first few characters of the customer's first name. The system applies the filter when you TAB out of this field.
6. Select the **Entity** option to filter the Name display by the name of the entity that the payment is to be entered for. If you select this option, the system enables the **Name** field.
7. In the **Name** field, type the first few characters of the customer's business name. The system applies the filter when you TAB out of this field.
8. In the **Name** display, select a name from the list to load it into the Multi Pay display. the user can highlight the name and click **Select** or the user can double-click in the row containing the name the user wants.
9. In the **Multi Pay** display, select an account from the list for payment and mark the **Pay** checkbox found within the same row as the account.

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Accept Multiple Payments in MultiPay

**NOTE** The total amount of the account which will be applied to the payment will be displayed in the Total field.

10. Once you have selected all the accounts that the user wants to include in the payment, click **Ok** to return to the Payment Input window.

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## Resolving Cash Long and Short Conditions

Cash Collections > Operator Process

Use this program to input a transaction to balance a cash drawer that does not balance with the totals on the Daily Collection Register. You have the option to print a receipt for cash long and short transactions.

Follow the steps below to resolve:

1. In the **Operator Process** window, click **Cash Long & Short**. The Cash Long and Short window opens.
2. From the **Batch** dropdown list, select the batch for which you need to input a cash long or short transaction. The system enables the fields below when you TAB out of this field.
3. In the **Drawer is** field, select an option to indicate whether the drawer is long or short.
4. In the **Amount** field, type the amount by which the drawer is long or short.
5. In the **Transaction Code** field, type the code to use for the transaction or click to select from a list of transaction codes. You must choose a Cash Long & Short-type transaction code.
6. To print a receipt for the cash long or short transaction, click **Receipt**.
7. Click **Ok** to save the transaction.

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## Viewing Batch Totals

Cashiering > Operator Process

This procedure assumes that you are currently logged in to the Operator Process.

Follow the steps below to view:

1. Click **Batch Totals**. The Batch Totals window opens.
2. From the **Operator** dropdown list, select the operator for whom the user wants to view batch totals. The system loads batch information for the selected operator in the display grid.
3. To see transaction details for the batches represented in the display grid, mark the **Show Detail** checkbox. The system updates the grid with transaction information.
4. When you finish viewing batch information, click **Return** to return to the Operator Process window.

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## Printing the Receipt Register

Follow the link below for the procedure you need to perform.

### [Print the Receiru...Register in the Operator Process](#)

Cash Collection > Processing > Operator Process

This procedure assumes that you are currently logged in to the Operator Process and that the batches for which the user wants to print the register are closed.

1. In the **Closed Batches** grid, mark the checkbox in the Selected column for each batch the user wants to include on the Receipt Register. To print the register for all closed batches, click **Select All**.
2. Click **Register**. The Receipt Register window opens.
3. In the **Report Sequence** field, select the order in which to print the register. options are:
  - Receipt Number: Prints the register in order by receipt number.
  - Transaction Number: Prints the register in order by transaction code.
4. To order and total the Receipt Details section of the register by operator, mark the **By Operator** checkbox.
5. To print a list of check payments in the selected batch(es) on the register, mark the **Print Check Listing** checkbox.
6. To print messages entered for GLB transactions on the register, mark the **Print Complete GLB Note** checkbox.
7. If you are set up in System File Maintenance to use Cash Collections with CMS Tax, the system makes the **Print nee Details** checkbox visible. Mark the checkbox to print details for CMS tax payments on the register.
8. If you are set up in System File Maintenance to use Cash Collections with CMS Miscellaneous Receipts, the system makes the **Print MRC Details** checkbox visible. Mark the checkbox to print details for CMS miscellaneous receipts on the register.

9. Click **Ok** to run the register. The register prints to the preview window where the user can review, format, and print.

**TIP** If you often run this report using the same selection criteria, save a criteria profile so that you do not have to set up the report each time.

### Print the Receipt Register in the End of Day Process

Cash Collection > Processing > End of Day Process

1. In the Packets information tree, expand the **Packets** branch and click on the folder for the packet for which the user wants to print the Receipt Register.
2. Click **Register**. The Receipt Register window opens.
3. In the **Report Sequence** field, select the order in which to print the register. options are:
  - Receipt Number: Prints the register in order by receipt number.
  - Transaction Number: Prints the register in order by transaction code.
4. To order and total the Receipt Details section of the register by operator, mark the **By Operator** checkbox.
5. To print a list of check payments in the selected batch(es) on the register, mark the **Print Check Listing** checkbox.
6. To print messages entered for GLB transactions on the register, mark the **Print Complete GLB Note** checkbox.
7. If you are set up in System File Maintenance to use Cash Collections with CMS Tax, the system makes the **Print nee Details** checkbox visible. Mark the checkbox to print details for CMS tax payments on the register.
8. If you are set up in System File Maintenance to use Cash Collections with CMS Miscellaneous Receipts, the system makes the **Print MRC Details** checkbox visible. Mark the checkbox to print details for CMS miscellaneous receipts on the register.

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Print Receipt Register

9. Click **Ok** to run the register. The register prints to the preview window where the user can review, format, and print.

**TIP** If you often run this report using the same selection criteria, save a criteria profile so that you do not have to set up the report each time.

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## Viewing Receipt Information for a Cash Collections Receipt

Cash Collection > Processing > Operator Process

Use this program to view details for a receipt or reprint a receipt by specifying the receipt number. The user can view details for receipts or reprint receipts in process, posted receipts, and voided receipts.

Follow the steps below to view:

1. Click **Receipt Inquiry**. The Receipt Inquiry window opens.
2. In the **Receipt** field, type the number of the Cash Collections receipt for which the user wants to view receipt information, and then press **TAB**.
3. When you finish viewing receipt information, click **Clear** to reset the Receipt Inquiry window.

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## CASH COLLECTION

## END OF DAY **PROCESS**

## Selecting Batches for End of Day Processing

- Cashiering > Processing > End of Day Process

Follow the steps below to select batches for End of Day processing:

1. In the **Packets Information** tree, expand the **Packets** branch and click on the folder for the packet to which the user wants to add batches for processing.
2. Click **Select Batches**. The Select Batches window opens.
3. Select batches to add to the packet. The batches in the Unselected pane are available for processing. Only the batches that you move to the Selected pane will be processed. Use the move icons to move one or more batches to the Selected pane.
4. When you finish, click **Ok** to add the selected batches to the packet.

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## Approving an End of Day Processing Packet

Cashiering > Processing > End of Day Process

The End of Day Process helps you perform final processing of receipt packets.

Follow the steps below to approve:

1. In the Packets information tree, expand the **Packets** branch and click on the folder for the packet the user wants to approve.
2. Click **Approve**. The system prompts you to verify that the user wants to approve the selected packet.
3. Click **Ok** to approve the packet. A checkmark on the folder that represents the packet you selected indicates that it is approved.

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## Printing the Tender Register

- Cashiering > Processing > End of Day Process

The Tender Register lists the payment transactions in a selected end-of-day processing packet that meet selection criteria. For each payment transaction included, the register shows the method of payment, reference note, amount tendered, receipt number, and name of the person who made the payment (if provided). The register also summarizes the amount tendered by payment method.

Follow the steps below to print:

1. In the Packets information tree, expand the **Packets** branch and click on the folder for the packet for which the user wants to print the register.
2. Click **Tender Register**. The Tender Register window opens.
3. In the **Packet** field, verify that the packet for which the user wants to print the register is selected.
- ..... 4. In the **Sequence** field, select an option to indicate the order in which to print the register. options are:
  - Method: Prints transactions in order by payment method.
  - Receipt #: Prints transactions in order by receipt number.
5. In the **Method Types** field, select the payment method types for which to include transactions on the register.
6. Click **Ok** to run the register. The register prints to the preview window where the user can review, format, and print.

**TIP** If you often run this report using the same selection criteria. save a criteria profile so that you do not have to set up the report each time.

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## Printing the Daily Collection Register

Cashiering > Processing > End of Day Process

Follow the steps below to print the Daily Collection Register:

1. In the **Packets Information** tree, expand the **Packets** branch and click on the folder for the packet for which the user wants to print the register.
2. Click **Register**. The Daily Collection Register window opens.
3. In the **Packet** field, verify that the packet for which the user wants to print the register is selected.
4. In the **Posting Date** field, type the date that the transactions in the selected batch(es) will be transferred to the sub-systems and posted to the General Ledger or use the calendar button to select the date.
5. If the user wants the register to include a section with GL posting details, mark the **Print GL Posting Detail** checkbox.
6. To print a list of check payments in the selected batch(es) on the register, mark the **Print Check Listing** checkbox.
7. Click **Ok** to run the register. The register prints to the preview window where the user can review, format and print.

**TIP** If you often run this report using the same selection criteria, save a criteria profile so that you do not have to set up the report each time.

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## Transferring Transactions to Sub-Systems

, - Cashiering > Processing > End of Day Process

Follow the steps below to transfer transactions to sub-systems:

1. In the **Packets information** tree, expand the **Packets** branch and click on the folder for the approved packet the user wants to post.
2. Click **Posting**. The Transfer to Sub-Systems window opens.
3. From the **Packet** dropdown list, verify that the end-of-day processing packet for which to transfer transactions to sub-systems and to post transactions to the General Ledger is selected.
4. Click **Ok** to start the transfer process. When the process completes, the End of Transfer window opens, showing the number of transactions transferred to each sub-system.
5. Click **Ok** to close the End of Transfer window. The system notifies you when GL posting is complete.
6. Click **Ok** to close the message box.

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# DAILY PACKET SUBMISSION DOCUMENT LIST

**COURT/ JPD / PROBATION DAILY PACKET SUBMITTAL**

**Every day submit prior day monies activity/ Monday's submittal should include weekend monies activity.**

**Court Daily Packet Submittal should include the following:**

1. Bank Deposit Receipt/ Remote Capture Deposit Detail report
2. Bank Deposit Slip (Yellow/Pink)/ Remote Capture Image Deposit Items Detail Report with check **IMAGE**
3. Courtware Report & Back Up Corresponding to Deposit
4. Court Credit Card Report

**JPD Daily Packet Submittal should include the following:**

1. Bank Deposit Receipt/ Remote Capture Deposit Detail
2. Bank Deposit Slip (Yellow/Pink)/ Remote Deposit Capture Report with check image
3. Back Up Corresponding to Deposit
4. ERP Pro (Incode) Cash Receipts
5. ERP PRO (Incode) Reports
  - a. Tender Register
  - b. Cash Collection Receipt Register
  - c. Daily Cash Collection Register Operator Summary

**Probation Daily Packet Submittal should include the following:**

1. Bank Deposit Receipt/ Remote Capture Deposit Detail
2. Bank Deposit Slip (Yellow/Pink)/ Remote Capture Image Deposit Items Detail Report
3. Probation Report & Back Up Corresponding to Deposit

# REMOTE DEPOSIT CAPTURE (RDC) USER GUIDE

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## Getting started

Remote Deposit Capture is a depository service that allows you to create check image files that can be electronically transmitted to Truist for deposit. The service allows you to make multiple deposits per account per day. Payments received in the afternoon, which normally would have to be delivered for deposit the next day, can be transmitted to Truist for same-day credit. The service allows you to capture images of remittance coupons for reconciliation of your deposits. The service may not be used to deposit ineligible items. A list of items that are eligible and ineligible for transmission via the service is provided in this manual.

Imaged check transactions received by Truist before **10:30 p.m. ET** are deposited to your account the same business day. Deposits received after the deadline will be considered deposited on the next business day. Deposits submitted on a Saturday, Sunday or holiday will be considered deposited on the next business day following the weekend or holiday.

**The service may not be used outside of the United States, US territories, US military bases or US Embassies.**

We are not liable for any delays or errors in transmission of the images or associated information. If the service is not available, you must make your deposits by another method, such as an in-person deposit at one of our branches or alternatively, mobile application. If you must make a deposit by other means due to service being unavailable, you should deposit only checks and should retain in your possession the other documents you would normally scan with a Remote Deposit Capture deposit.

We will make funds for each substitute check or electronic item that we process for deposit to your account available to you under the same schedule that would have applied if you had deposited the original paper check to your account.

### If you need assistance

Remote Deposit Capture has an online help feature that provides information on screens within the application and information on how to perform tasks. You can access the online help by clicking on the Help link at the top right of each page.

Please refer to the Receivables section on the [Treasury Resource Center](#) for more information about Remote Deposit capture and client reference materials.

Truist recommends that you create a user ID with administrator entitlement for daily use. Keep all IDs and passwords in a secure location, and do not share passwords with other users.

## Security

### User ID and Password

You will need a valid user ID and password to access the Remote Deposit Capture application. Truist will assign a Primary Administrator designated by your company. Your administrator will set up users, locations, entitlements and permissions. You will receive your user ID and temporary password directly from your company's designated administrator. You are responsible for maintaining the confidentiality of your user authorization credentials. Do not share your user ID and password with anyone.

If your company has single sign-on (SSO) permissions, you will be automatically logged into Remote Deposit Capture.

Role	U•rIDs	Passwords
Length	8- 20 characters	8-28 characters
Requirements	1 Alpha 1 Numeric	Must contain three of the four One Uppercase One Lowercase 1 Numeric or Symbol Must begin with Alpha character

- *New users must have a user ID and password to access the system for the first time.*
- *A password must be at least eight characters in length.*
- *A password must contain each of these character types: upper-case alpha, lower-case alpha, numeric and special character(s).*
- *An administrator provided password is temporary and must be changed at log in. The system will prompt users to change their temporary password.*
- *A password is valid for 90 days. After 90 days, a user's password will expire. The system will automatically prompt users to change a password beginning 10 days before the expiration date.*
- *A user is disabled after five unsuccessful login attempts. The system will block access to any user after five failed login attempts, at which time the user must contact Truist Treasury Solutions Client Support at 800-774-8179.*

**For general questions related to your account** - Please contact Truist Treasury Solutions Client Support at 800-774-8179. Representatives are available from 8 am - 8 pm ET, Monday through Friday (except for bank holidays).

**For password resets**- Passwords resets may be initiated from the login page. An email will be sent to the address on file.

**For assistance:** Please contact Truist Treasury Solutions Client Support at 800-774-8179. Representatives are available from 8 am -8 pm ET, Monday through Friday (except for bank holidays).

## Understanding Remote Deposit Capture

Use of the Remote Deposit Capture service involves important preliminary steps in preparing your deposits, as well as steps to ensure the security of original checks, images and associated information once a deposit has been completed.

The terms and conditions in the agreement that governs your company's use of the service require that you develop internal procedures to be used in conjunction with the procedures described in this manual.

Before you begin using the service, please obtain and review your company's internal procedures to ensure that you understand the requirements and your responsibilities for use of the service.

### Eligible Items Accepted

The following items are acceptable for deposit through Remote Deposit Capture:

- Checks denominated in U.S. currency that are drawn on financial institutions located in the U.S.
- Money Orders\*
- Traveler's Checks\*
- Cashier's Checks\*
- Remittance items (coupon sized)\*\*

*\*These items may be designated as unknown in the system and may require additional action*

*\*\*Not Applicable to RDC Lite*

### Ineligible Items Not Accepted

Items not eligible for deposit through Remote Deposit Capture must be delivered to the bank for deposit. The following are examples of items not eligible for deposit through Remote Deposit Capture:

- Savings bonds
- Coupons (i.e. bond coupon, non-financial remittance coupon)
- Foreign items
- Items with illegible or missing account numbers or bank routing numbers in the *Magnetic Ink*

*Character Recognition* (MICR) line at the bottom of the check

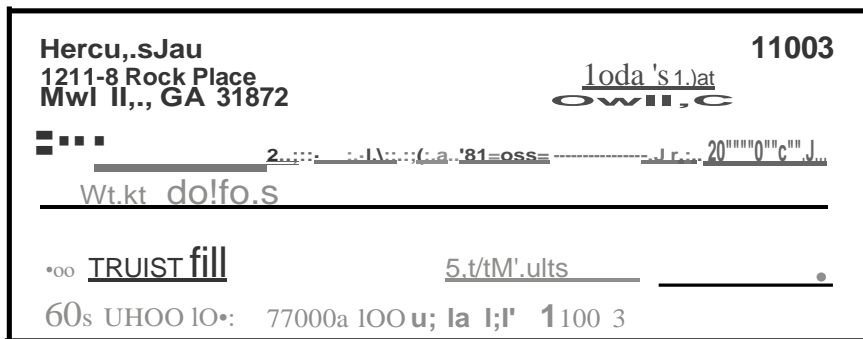
- Items in document carriers
- Remotely created checks

### Misread Information

The MICR line at the bottom of a check contains the account number, bank routing number, and check number information, all of which are required by banks for check processing.

Remote Deposit Capture analyzes checks for the common features, including the information provided by the check's maker, which includes:

1. Check Number
2. Payee
3. Courtesy Amount
4. Legal Amount
5. Makers / Drawers Signature
6. Routing/ Transit Number
7. Account Number



An item without a MICR line or a check with MICR line information damaged beyond recognition cannot be processed through Remote Deposit Capture service.

When information is present, but not readable, Remote Deposit Capture brings this condition to your attention by displaying the warning icon near the error field. Please see Handling Failed Image Quality for how to handle these errors.

### Serious Scanner Errors

If your system has been configured to disable a check scanner when a serious error occurs, you will see a new error message. You will not be able to continue using the scanner until you contact the Technical Services Group for assistance and provide the listed scanner information.

### Check Routing Symbols

The check routing symbols 1: and,; surrounding the Routing Transit number are used to distinguish this number from the Account Number. If both symbols are missing Remote Deposit Capture will prompt you to remove the check from your deposit. A check with this deficiency should be taken to the branch for processing or returned to the check's maker.

### Preparing Your Deposit

Before you log in to Remote Deposit Capture, follow these steps for preparing your deposit.

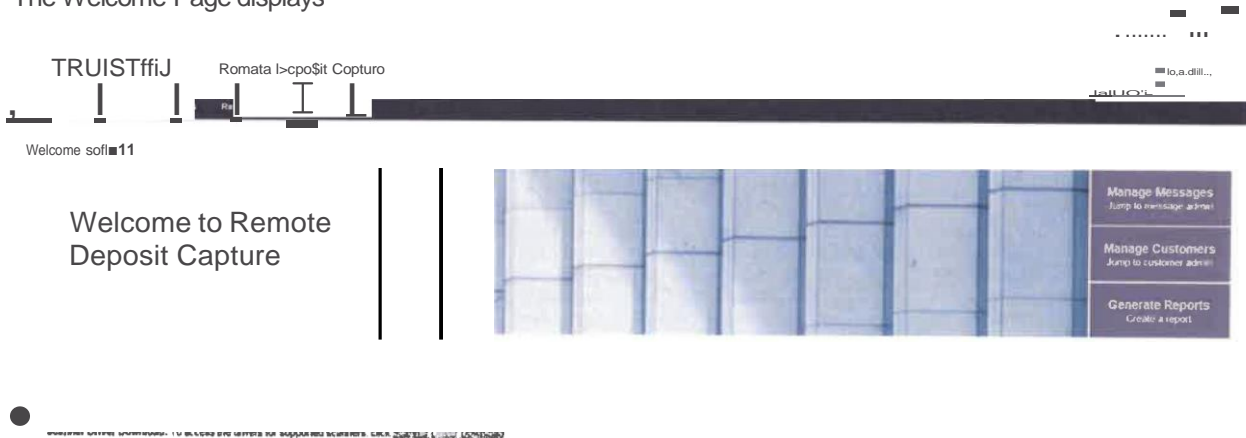
1. Confirm that all checks being batched for imaging are acceptable for deposit through Remote Deposit Capture.
2. Group your checks in batches.
3. For each batch, follow these guidelines:
  - a. Remove any attachments, including paperclips and staples from the checks.
  - b. Face checks in the same direction.
  - c. Run a list tape to establish the expected total amount of the deposit.
  - d. Place the list with the batch until you are ready to scan the checks.
  - e. Enter this total in a field on the Declared Amount screen in Remote Deposit Capture.

You must change the temporary password provided to you by your administrator the first time you access the system. Passwords must be seven or more characters in length and must contain each of these character types: upper-case alpha, lower-case alpha, and numeric character.

### Logging into the application

1. Access <https://remotedepositcapture.truist.com> for Login.
2. Enter your user ID and password in the corresponding login fields.
3. Click the Log In button.

The Welcome Page displays



### The Welcome Page

After you log in successfully, the Welcome page displays. From the Welcome page, you can access common deposit operations and see any messages that have been sent to you or all application users.

1. Home-To access the Home page
2. **Administration** -
3. **Deposits**- To access the deposit processing function of the application, including: view a list of current deposits, edit and complete open deposits, and create new deposits.

4. **Reports-** To access the Reports page allowing you to generate and view reports.
5. **Research** - To access the Research page allowing you to query information about completed deposits or specific deposit items.
6. **Web Banking Interface** - To access all service requests.
7. **User Information** - This area of the page shows your user information and which user roles you have been assigned.
8. **Application Links-** To access Help and user reference material; enable or disable the application tooltips (that provide supplemental information about the application controls when you mouse over a user interface element), and log off.
9. **User Alerts-** This area of the page shows messages that were sent to you directly from your administrator such as notices about your user account, changes made to a deposit you recently completed, or special handling instructions for a newly assigned deposit.
10. **Messages-** This area of the page shows general information that was sent to all application users such as upcoming system maintenance or scheduled downtime, or changes to deposit processing times.

#### Remote Deposit Capture Fields

Field	Description
Account	The item's account number.
Amount	The dollar amount of the item. Green indicates the deposit is in balance. Red indicates the deposit is not in balance.
Balance(\$)	Identifies whether the transaction is in balance. If the <b>Credit Total (\$)</b> matches the <b>Debit Total(\$)</b> , the <b>Balance (\$)</b> will be 0 and green, indicating the transaction is balanced. If the <b>Credit Total (\$)</b> does not match the <b>Debit Total(\$)</b> , the <b>Balance(\$)</b> will be red, indicating the transaction is not balanced. If the value is contained in brackets, the transaction credit total is less than the debit total. If the value is not in brackets, the transaction credit total is greater than the debit total.
Balancing Difference (\$)	The <b>Declared amount(\$)</b> for the deposit must match the <b>Current amount(\$)</b> . If the values match, the <b>Balancing difference(\$)</b> will be 0 and green.  If the <b>Declared amount(\$)</b> does not match the <b>Current amount (\$)</b> , the <b>Balancing difference(\$)</b> will be red.
Coupon Total (\$)	The total amount recognized for the coupon item (or items) in the transaction.
Credit Total(\$)	The total current amount recognized for all credit items in the transaction.

Field	Description
Current Amount (\$)	The total current amount for all items in the deposit
Debit Total (\$)	The total current amount recognized for all debit items in the transaction.
Declared Amount (\$)	The total amount entered for the deposit.
Errors	<p>Indicates whether the item contains an error. These items are identified with a warning icon.</p> <p>On large deposits it is sometimes difficult to see all the deposit items. You can use the filter feature to show only error items, (a to hide all errors).</p> <ul style="list-style-type: none"> <li>▪ Click <b>Show Errors</b> to show only errors</li> <li>▪ Click <b>No Errors</b> to hide all errors</li> </ul> <p>The total number of items that have errors (missing fields, misread characters, unknown items).</p>
@ All <input type="radio"/> With Errors	Allows you to filter the list of transactions to show only transactions with errors. Select the <b>With Errors</b> radio button to turn the filter on or select the <b>All</b> radio button to turn the filter off.
Items	The total number of items, scanned or virtual, in this deposit.
Item Type	The document identification applied to this item.
Post Amount (\$)	The dollar amount of the item.
Routing Transit	The item's routing transit number.
Sequence	The order in which the item was captured.
Status	The current processing state of the deposit (for example, Open-Processing or Open-Incomplete).
Tasks	Identify actions you can perform on the item.
Transactions	The total number of transactions in this deposit.
(Transaction Total)	Identifies whether the transaction is in balance.

## Scanner Setup

Scanners require the download and installation of drivers before they can properly interface with the Remote Deposit Capture application. Before installing the driver:

- Unplug your check scanner.



- Disconnect the USS connection from your check scanner to your computer.
- Verify that you are logged into your computer with administrator privileges.

### To Download the scanner driver

1. Login using a profile with deposit privileges.
2. Click Deposits.
3. The Driver Download page displays.
4. Click the check scanner image that most closely matches your check scanner.
5. A file download dialog displays.
6. Click the **Save** button.
7. Choose a location for the driver.

If you do not have administrator privileges the system will notify you. You will receive a pop up message informing you.

If the scanner download page does not load automatically, you can access the page directly by using this web address:

**<https://remotedepositcapture.truist/CPWECmpk!tion!PriverDowolad.faces>**

### To install the scanner driver

1. Double-click the scanner driver installation file.
2. Click the **Run** button and follow the instructions to install the driver.
3. Connect the scanner to the computer using the scanner USS cable.
4. Plug the scanner into the AC outlet.

### Scanner Guidelines

- Turn on the scanner.
- Connect the scanner in accordance with the manufacturer's guidelines.

## Deposits

Creating deposits, scanning deposit items, and making any corrections and changes to deposit information and deposit items required to complete a deposit are the principle Operator activities in the Online Deposit Application. Deposit processing activities are accessed from the **Deposits** tab.

Do not physically endorse the back of each item. The application will place a virtual endorsement on each check.

## Deposit Types

The Remote Deposit Capture application supports processing the following deposit types:

- Simple deposit -
  - o 1 transaction
  - o 1 or more checks
  - o 1 deposit slip, rtual only
- Remittance deposit-
  - a 1 or more transactions
    - o 1 or more checks
    - o 1 or more coupons
    - o 1 or more deposit slip, rtual only

### To create a new deposit:

From the Welcome page

1. Click Create New Deposit.
  - a. The New Deposit page displays.
2. Select the location:
  - a. Use the Find Locations link to search for a location if you have many locations. Use the Find Account link to search for an account if you have multiple accounts.
  - b. Use Ad hoc for locations that have not been defined in the application. A numeric designation (up to 10 numbers) may be used in the Serial Field to define an ad hoc location. The Serial Field will not overwrite a defined location number.
3. Enter the deposit information in all required fields (required fields are identified with an asterisk \*)
4. Scan the deposit items.

## Scanning Deposit Items

Once you have entered all required information for the new deposit, you are ready to scan your deposit items.

### Preparing Items for Scanning

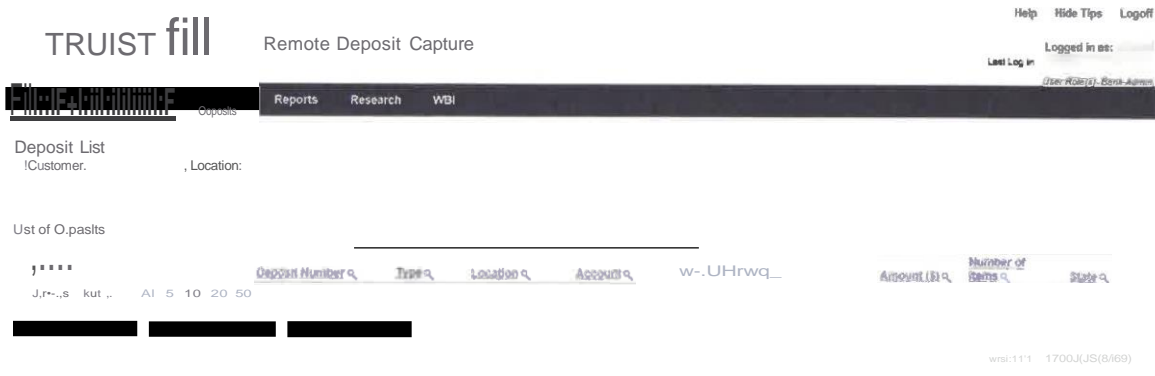
To minimize the likelihood of jams and to decrease manual re-sequencing of captured items, complete the following steps to prepare your items for scanning:

- Remove any staples or paper clips and items that are torn or have bent corners
- Arrange and sequence all deposit items. Ensure that the bottom and leading edges of all items are aligned and facing in the same direction. As a general rule, place a payment coupon first, followed by check(s). If the deposit includes multiple transactions, repeat the same order for each transaction within the deposit.
- Load the deposit items into the check scanner according to the guidelines for your scanner.

## Scanning Items

To scan deposit items:

1. Click the **Start Capture** button, the Deposit List page will display.



## Responding to Scanner Errors

A variety of issues (for example, a scanner jam or item double feed) can cause scanning to stop and require attention. A message displays indicating that a problem has occurred.

**Note:** If your system has been configured with multi-feed override settings, you will **see a** scanner error message when a suspected multi-feed occurs during processing.

- If the multi-feed was caused by a carrier document click the Yes button and resume scanning.
- If the multi-feed was not caused by a carrier document, click the **No** button to perform the transport recovery steps outlined below.

To recover from a scanner error:

1. Click the **Recover** button.
- The system displays the error reason.
2. Empty the hopper of any items, then straighten and separate the items.
3. Reorder the items according to the directions in the message, then place the items back into the hopper.
4. Click the **Restart Scanner** button.

The system returns to the Deposit Item List page and resumes scanning.

## Correcting a Deposit

Once you have scanned all deposit items, you are ready to review the deposit and make any necessary corrections to the deposit or deposit items.

### Identifying Required Corrections

Typically, correcting a deposit involves clicking all items marked with warning

( ) icons to correct any errors, supplying missing information, and making any additional changes required to bring the deposit into balance.

For each deposit item requiring attention, click the item to display the Edit Item pop-up.

Once you have made all required corrections to the deposit items and deposit information, the **Complete** button will be visible and green, allowing you to send the deposit to Truist.

**Reminder:** If you require assistance, contact Truist Treasury Management Technical Services Group at 800-874-8179 and select the option for Remote Deposit Capture. Representatives are available from 8 am - 8 pm ET, Monday through Friday (except for bank holidays).

The screenshot displays the Truist Remote Deposit Capture interface. At the top, the Truist logo and "Remote Deposit Capture" are visible. A navigation bar includes links for Home, Administration, Deposits, Reports, Reconciliation, and Web. On the right, there are links for Help, Logoff, and a logged-in user status. The main content area shows a table of deposit items. The first item is highlighted and shows a warning icon (a triangle with an exclamation mark). The table columns include Account Number, Amount, Date, and Status. The status for the highlighted item is "Warning".

Once you determine what corrections you will need to make, you can perform the following actions from this page:

- Click the warning icon for any flagged items.
- Enter a new deposit value, then click the Save button to change the deposit amount.
- Click the **Edit Deposit** button to view or modify the deposit details.
- Click the **Delete Deposit** button to cancel and remove a deposit (with a deposit status of Open-Incomplete).
- Click the Edit icon next to an Item in the Scanned Items list to see details about that item and edit the item.

- Click the **Report View** button to view a printable summary report of the deposit and deposit details.
- Click the **Add Items** button to scan additional items for this deposit.
- Click the **Complete** button to finish the deposit (You can only click this button if it is green; if it is red, the deposit is not ready to be completed).
- Click the **Return to Deposit List** button to exit the deposit without completing it.
- Click the Virtual Credit icon to display the Virtual credit Item for the deposit.
- Click the Edit Transaction icon to display the transaction items in the Transaction Details list.
- Click the Delete Transaction Icon (or **Delete Transaction** button) to remove the transaction (and all items in the transaction) from the deposit.
- Click the Edit icon next to an item in the Transaction Details list to see details about that item
- Move deposit items within transactions or between transactions.
- Click the **Find Errors** button to display the first error in the selected transaction. Once you correct the first error, click the button again to locate the next error (The next error will only be found when the first error is corrected).
- Click the **Start Capture** button to scan additional transactions or items for this deposit.
- Click the **End Capture** button to signal to the application that you have finished adding items to the deposit.
- Click the **Report View** button to view a printable summary report of the deposit and deposit details.
- Click the **Complete** button to finish the deposit (You can only click this button if it is green; if it is red, the deposit is not ready to be completed).
- Click the **Re-Open Deposit** button to open a completed deposit to add items or make data corrections. Click the **Return to Deposit List** button to exit the deposit without completing it

Edit Item -10

Account: 10987654321

Personal Check      .1      Teec      00000000

061000104 Routing Trans	10987654321 Account	888806 TIC
		10.00 Amount (\$)

### Editing Item Details

When you edit an item within a deposit the Edit Item pop-up displays, showing the front image and current field results for the selected item.

- You may be allowed to change the item type (personal check, etc.). See *Handling Unknown Items/Reclassifying Items* for details. You may be required to enter valid data for fields, including a non-zero amount. See *Completing Field Data* for details.

- You may be required to enter valid data for defined optional fields. See *Completing Custom Field Data* for details.  
You may need to resolve duplicate items. See *Handling Duplicate Items* for details.
- You may need to resolve image quality errors. See *Handling Failed Image Quality Items* for details.

While correcting items on the Edit Item pop-up, you can manipulate your view of the current item, and other deposit items, in a number of ways:

- You can rotate the image, as well as zoom into specific portions of the image. The image controls in the upper-right corner of the window have hover-help tips to help you identify them. See *Manipulating Image Views* for details.
- You can navigate directly between items in the transaction or deposit using the arrow keys in the bottom-left of the page.
- You can view the remittance coupon associated with the current remittance debit item by hovering your mouse over one of the thumbnails on the right side of the Edit Item window to view that coupon image full size.

If validation or balancing is enabled, you can click the **Next Error** button to go to the first deposit item with an error. If you open an item with an error, you must correct that error before you can go to the next item with an error.

If you wish to make changes to a single item, click the **Save** button to accept your changes and close the Edit Item pop-up. (You can also click the **Cancel** button to abandon your changes.)

### Balancing a Deposit

The Remote Deposit Capture system requires that the check total match the declared amount before a deposit can be submitted to Truist. In the application, the Declared amount (\$) must equal the Current amount (\$).

\*Your company can decide to require remittance coupons to balance to checks or not.

*\*This does not apply to RDC lite*

For a simple deposit to be considered balanced, the Declared amount (\$) for the deposit must match the Current amount (\$). If the values match, the Balancing difference (\$) value in the top-right of the Deposit Item List page will be 0 and green, indicating the deposit is balanced. For a remittance deposit each transaction within the deposit must be in balance, as well as the overall deposit.

If the Declared amount (\$) does not match the Current amount (\$), the Balancing difference (\$) will be red, indicating the deposit is not balanced. If the value is contained in brackets, the declared deposit amount is less than the total value of the deposit items. If the value is not in brackets, the declared deposit amount is greater than the total value of the deposit items.

To balance the deposit, you must make changes to either the declared deposit amount or to individual deposit item amounts. You can make changes to the declared amount by entering a new deposit value in the Declared amount (\$) field and clicking the **Save** button.

To balance transactions, you must make changes to individual deposit item amounts.

### Changing the Declared Deposit Amount

If you need to change the declared deposit amount (for example, you added additional items after creating the deposit) you can enter a new value.

#### To change the declared amount:

From the Deposit Item List page

1. Enter a new value in the Declared amount(\$) field.
2. Click the **Save** button.

The deposit information updates to reflect your change.

#### Editing Deposit Details

If you need to change any details about the deposit (for example, to change the value you entered for the number of deposit items), you can edit the deposit information you specified when you first created the deposit.

To edit the deposit details

From the Deposit Item List page

1. Click the **Edit Deposit** button.  
The Edit Deposit page displays.
2. Make any desired changes to the deposit information.
3. When you have finished making your changes, click the **Save Changes** button to save your changes and return to the Deposit Item List page.

To add additional items to a deposit

1. Place your items in the scanner hopper.
2. From the Deposit Item List page, click the **Add Items** button (if you are processing a simple deposit) or the **Start Capture** button (if you are processing a remittance deposit).

The additional deposit items automatically feed through the scanner and are added to the current deposit, appearing in the deposit item list as they are captured.

### Rearranging Deposit Items

If an item is in the wrong place in your remittance deposit (for example, items were scanned out of order), you can use the mouse to drag that item to a new location either within the Transactions list (if you want to move the item to another location in the same transaction) or the Transaction Details list (if you want to move the item to another transaction).

You can move an item within a transaction by dragging and dropping the item in the desired position. This applies to completed transactions in the current deposit, but not to a current (Open-Incomplete) transaction:

- Drag the item icon and drop it on the item below its desired location. This item appears above the item you drop it on, which means it cannot be placed on top of the first credit item.
- If you drop an item on a second (or subsequent) credit, the lower credit(s) and checks become a new transaction.
- To place an item at the end of the list, drop it on the last item (it appears above the current last item), then drag and drop the current last item over what is now the second last item.

You can also drag an item from the Transaction Details list and drop it on a different transaction in the Transactions list:

- Credit items, virtual deposit slips, will appear after any existing credits or at the top of the list if there are no credits.
- Checks (debits) will appear at the top of the existing checks.
- Unknown items will appear at the top of the list. (You should fix unknown items before you move them.)

### To delete an item from a deposit:

From the Deposit Item List page

1. Click the delete icon for the item you want to remove from the deposit.



- A confirmation dialog displays.
- Click the OK button to confirm.

The Deposit Item List page displays.

#### To delete a transaction from a deposit:

From the Deposit Item List page

- Click the delete icon for the transaction you want to remove from the deposit.

A confirmation dialog displays.

- Click the **OK** button to confirm.

The Deposit Item List page displays.

#### To delete a deposit:

From the Deposit Item List page

- Click the **Delete Deposit** button.

A confirmation dialog displays.

- Click the **OK** button to confirm the deposit deletion and return to the Deposit List page

#### Correcting Deposit Items

You may have to complete one or more of the following activities to correct deposit items before you can send the deposit to Truist.

#### Manipulating Image Views

When you are viewing an image on the Edit Item pop-up, you can use the image viewer controls at the top of the page to see details of the images captured for the current item.

The following image viewer controls are available:

Field	Description	
@	Zoom in	Magnifies the image
0	Zoom out	Shrinks the image
	Zoom to signature	Magnifies the image's signature area

Field	Description	
	Zoom to endorsement	Magnifies the image's endorsement area
0	Zoom to Bank of First Deposit	Magnifies the image's Bank of First Deposit area
	Rotate image right	Rotates the image clockwise
@	Rotate image left	Rotates the image counter-clockwise
—	View front	Displays the front image of the item
t	View back	Displays the rear image of the item
	Rewrite video	Toggles between a regular and rewrite video image
	Toggle binary and grayscale	<i>Not applicable to this release</i>

#### To enter field data:

From the Deposit Item List page

1. Click the Edit icon beside the item.

The Edit Item pop-up displays.

2. Correct or complete the data in any red bordered fields below the item image. Characters that are not recognized by the scanner appear as exclamation marks.
3. Click the **Save** button to save your changes.

#### Completing Custom Field Data

Custom fields are an application feature that can be assigned by your administrator. If custom fields are enabled, you will be prompted (and may be required) to enter supplemental information about a deposit item in additional fields on the Edit Item pop-up.

Custom fields follow standard display rules, so they have a red border when they contain invalid or missing data. If you change the item's document type, any data from custom fields common to the types will be retained.

#### To enter custom field data:

From the Deposit Item List page

1. Click the Edit icon beside the desired item.  
The Edit Item pop-up displays.
2. Key in custom field data in any red bordered fields below the item image.
3. Correct other field errors as appropriate.
4. Click the **Save** button to save your changes.

### Handling Unknown Items/Reclassifying Items

The application classifies items based on the data it reads from them. If data is missing from an item, or if the application is unable to interpret some of the item data, the application may classify the item as an "unknown" document type (or may classify the item incorrectly). When you see an Unknown Item message on the Edit Item pop-up, you may need to manually select the proper item type.

#### To specify the correct item type for an item:

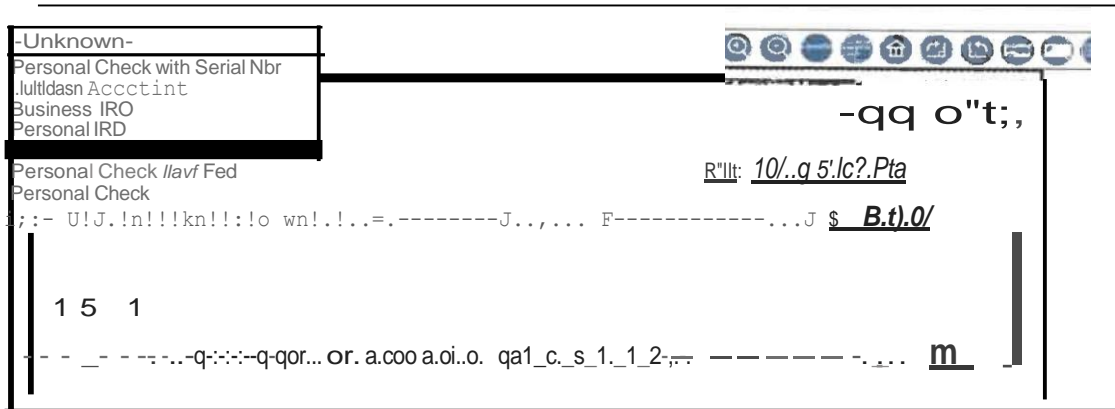
From the Deposit Item List page

1. Click the Edit icon beside the item flagged as an unknown, item (or the item you want to reclassify). The Edit Item pop-up displays.
2. From the drop-down menu on the top left side of the image window, select correct item type.

**Note:** With Edit Item - 4 validation1, un-----u-ni:r:-,c,-m-r.e.in

act1w, choosing a new item type causes the application to re-validate all item data. If the current data is incorrect for the new item type, you must either correct missing data or choose a different item type.

3. Click the **Save** button.



### Handling Duplicate Items

If, during processing, the application encounters a deposit item that matches an existing record in the Remote Deposit Capture database, the application will flag the deposit item as a duplicate item and require your attention.

### To respond to a duplicate item error:

From the Deposit Item List page

1. Click the Edit icon beside the item flagged as a duplicate. The Edit Item pop-up displays.
2. Click the **Duplicate** link in the message area at the top of the page. The Duplicate Items page displays.
3. **Review** the available information for both items (the current deposit item, shown in the top window, and the duplicate item record from the Remote Deposit Capture database, shown in the bottom window) to determine what corrective action to take:
  - You may decide that correcting incorrectly recognized codeline data would make the items unique. (Correct the codeline data after returning to the Edit Item pop-up.)
  - You may decide to delete the current item because it really is a duplicate.

(Click the **Delete** button after returning to the Edit Item pop-up.)

- You may decide to keep the current item because it really is not a duplicate and override the duplicate flag. (Click the **Override Duplicate** check box after returning to the Edit Item pop-up.)
4. Once you determine the proper action to take, click the **Return to Edit Item** button to return to the Edit Item pop-up to carry out your decision.

### Handling Failed Image Quality Items

If, during processing, the application encounters a deposit item that did not pass image quality testing, the application will flag the deposit item with a failed image quality error and require your attention.

### To respond to a failed image quality error:

From the Deposit Item List page:

Click the Edit icon beside the item flagged with a failed image quality error.

The Edit Item pop-up displays.

1. Click the **Failed Image Quality** link in the message area at the top of the page.

The Image Quality page displays the captured item images and the status of the image quality tests for the current item. When the page first appears, the image displayed is the first image that failed a configured quality test.

2. Examine the images to verify that the document was scanned correctly. If you see that the document was reversed, upside down, or folded you can delete the item and scan it again.

- To toggle between front and rear views of the item, click the **Back/Front** button.
  - To toggle between binary (black and white) and grayscale, select an option from the drop-down menu.
3. View the test results below the image. The test name, result, type, and value columns provide details to help you determine what corrective action to take:
    - You may decide the image quality of the current item is unacceptable, and delete the item and scan it again. (Click the **Delete** button after returning to the Edit Item pop-up.)
    - You may decide to keep the current item and override the image quality error flag. (Click the **Override Image Quality** check box after returning to the Edit Item pop-up.)
  4. Once you determine the proper action to take, click the **Return to Edit** Item button to return to the Edit Item pop-up to carry out your decision.

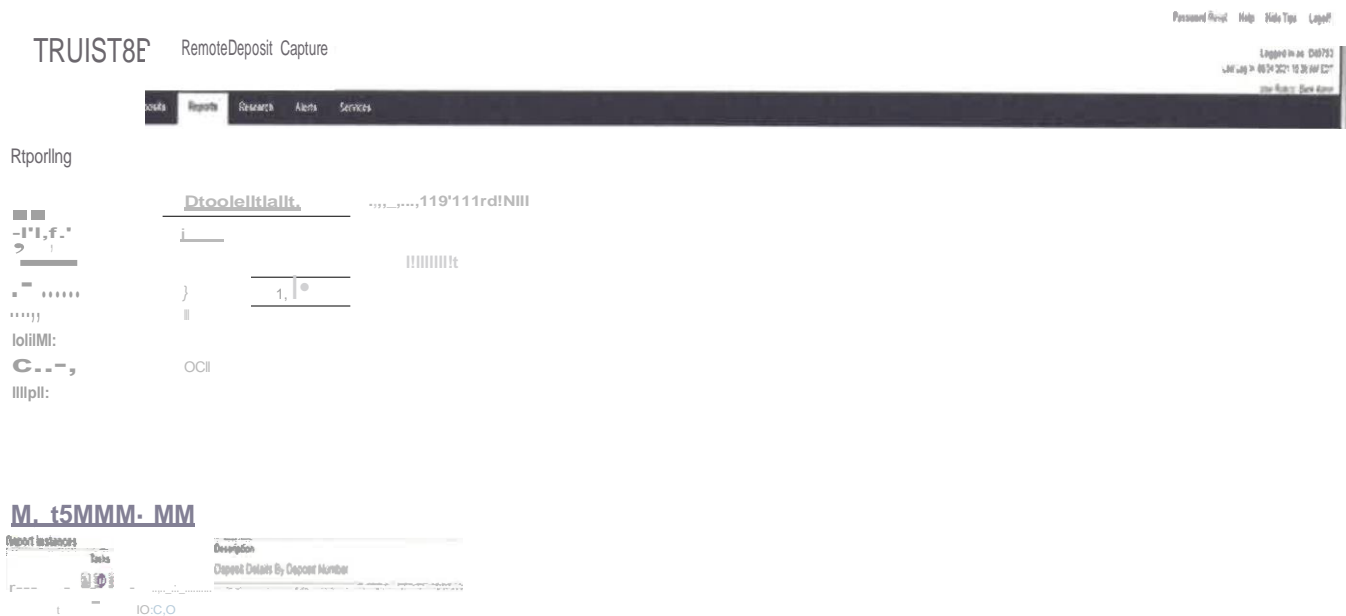
### Completing a Deposit

Once you have made all required corrections to the deposit and deposit items, you can complete the deposit and send it to Truist for additional processing.

Before you can complete a deposit, make sure:

- No warning icons remain for any items or transactions within the deposit -you have made all required corrections to the deposit and the items within the deposit.

The **Complete** button must be green - a red button indicates that the deposit is not ready to be completed and still requires your attention.



To complete a deposit

1. Ensure the **Complete** button is visible and green on the Deposit Item List page.
2. Click the **Complete** button.  
A confirmation dialog displays.
3. Click the **OK** button.

## Supervisor Tasks

By default, the following permissions are typically assigned to a supervisor role:

- Access Deposits
- Access Research
- Assign Deposits
- Create Customer Report for All Users
- Approve / Transmit Deposits created by Operators

Supervisors can perform a variety of deposit processing activities, including:

- Reopening deposits and deposit details
- Assigning deposits to operators
- Transmitting completed deposits
- Researching items
- Approve / Transmit Deposits created by Operators

## About Deposit States

Deposit states are used to identify where a deposit is within the Remote Deposit Capture application processing workflow. An Open Balanced state indicates that a deposit is ready for transmission to the Truist for processing. Research items and report queries can be filtered on the deposit state. Possible deposit states:

Field	Description
Open-Processing	<p><b>The initial deposit state</b> When:</p> <ul style="list-style-type: none"> <li>▪ You click <b>Start Capture</b> button While deposit items are scanned</li> <li>▪ After a user recovers from an Open- Jammed state</li> <li>• When a user clicks the <b>Add Items</b> button to add additional items to an Open-Incomplete or Open-Complete deposit</li> </ul> <p>Until you click to <b>End Capture</b> or <b>Complete</b> button.</p>
Open-Jammed	<p><b>An exception state</b></p> <p>When the scanner jams</p> <p>Until the jam is removed</p>
Open-Incomplete	<p><b>Deposit is in process</b> When:</p> <ul style="list-style-type: none"> <li>• Clicking the <b>End Capture</b> or <b>Complete</b> button for a deposit that is out of balance or has not met all deposit requirements</li> <li>▪ Clicking <b>Re-Open</b> button for a deposit to perform additional processing activities</li> </ul> <p>Until a user clicks the <b>End Capture</b> or <b>Complete</b> button after the deposit has been completed and all deposit completion conditions have been met.</p>
Open-Balanced	<p><b>Deposit is complete and ready to be transmitted</b></p> <p>When</p> <ul style="list-style-type: none"> <li>• Clicks the <b>End Capture</b> or <b>Complete</b> button and all deposit completion conditions have been met</li> </ul> <p>Until the deposit is transmitted</p>
Transmitting	<p><b>Deposit is being sent to Truist</b> When a user clicks Transmit until it is retrieved by Truist</p>
Queue Complete	<p><b>Deposit retrieved by Truist</b></p> <p>When retrieved by Truist</p> <p>Until retrieved by another bank system.</p>
Received	<p>Successfully transmitted from the receiving bank application, to another bank system</p>
Received Failed	<p>Unsuccessfully transmitted from the receiving bank application to another bank system</p>

Field	Descripbon
Open-Processing	<p><b>The initial deposit state</b> When:</p> <ul style="list-style-type: none"> <li>• You click <b>Start Capture</b> button</li> <li>▪ While deposit items are scanned</li> <li>▪ After a user recovers from an Open- Jammed state</li> <li>▪ When a user clicks the <b>Add Hems</b> button to add additional items to an Open-Incomplete or Open-Complete deposit</li> </ul> <p>Until you click to <b>End Capture</b> or <b>Complete</b> button.</p>
Open-Jammed	<p><b>An exception state</b></p> <p>When the scanner jams</p> <p>Until the jam is removed</p>
Open-Incomplete	<p><b>Deposit isin process</b> When:</p> <ul style="list-style-type: none"> <li>• Clicking the <b>End Capture</b> or <b>Complete</b> button for a deposit that is out of balance or has not met all deposit requirements</li> <li>▪ Clicking <b>Re-Open</b> button for a deposit to perform additional processing acti'Aties.</li> </ul> <p>Until a user clicks the <b>End Capture</b> or <b>Complete</b> button after the deposit has been completed and all deposit completion conditions have been met.</p>

- a paper shredder or other reliable means of destroying processed checks
- Develop internal procedures your employees must follow before beginning the scanning process and after deposit processing is completed.
- Please note that Truist requires you to retain the originals of scanned checks in a secure storage facility for a period as designated by your company policies. However, we recommend that you store the items no less than 30 calendar days. If you choose to store beyond 30 days, we recommend that you mark the front of the item as *previously deposited*.
- Consider developing an internal form that can be attached to batches processed on the same date to record the processed date and the destruction date for these batches.
- We strongly encourage implementing dual control procedures for the handling of processed checks from their Initial stage of placement in secure storage through the final stage of the destruction process as one of the ways to reduce risk and opportunity for fraud.

Ensure you are following your company's guideliies for storage andi destruction of deposited checks.

## Administratontasks

**Administratorsperfonn user and application management tasks. By default, the following permissions are typically assigned to an Administrator:**



## Creating Online Reports

The Remote Deposit Capture application also allows you to view and create online reports. This type of report allows you to view both complete and incomplete deposits as well as the details of a particular deposit in HIML format. The online report contains different information than the reports you create using the controls under the **Reports** tab.

### To create a Deposit Summary report:

From any page

1. Click the **Deposits** tab.

The Location Select page displays.

2. Select the location that created the deposits you wish to view.

The Deposit List page displays.

3. Click the **Report View** button.

The Deposit Summary Report displays summary information for the listed deposits.

4. If you want to print the report, click the **Print** button.
5. Click the **Close** button when you have finished viewing the report to return to the Deposit List page.

### To create a Deposit Details report:

From any page

1. Click the **Deposits** tab. The Location Select page displays.
2. Select the location that created the deposit you wish to view. The Deposit List page displays.
3. Click the Edit icon for the deposit you wish to report on. The Deposit Item List page displays.
4. Click the **Report View** button. The Deposit Items Detail Report displays summary information and detailed item information for the selected deposit.
5. Click the **Close** button when you have finished viewing the report.

The Remote Deposit Capture application includes an item research feature that lets you create and submit an item research query using a series of search filters to find deposit items stored in the Remote Deposit Capture database. In order to access the item research capability of the Remote Deposit Capture application, your role must include the proper permission. Report examples are located in Appendix: A.

## Researching an Item

The Item Research page presents multiple search filter options. While some of the criteria, like dates, have a very wide range, you must remember that you can only find items that are currently stored in the Remote Deposit Capture database. Items and their images remain in the Remote Deposit capture database for 90 rolling calendar days.

### To research an item: From any page

1. Click the **Research** tab.

The Item Research - Query page displays.

2. Select your search criteria filters from the drop-down menus. A maximum of five filters may be used. Many of the filters, once selected, require additional input or selections.
3. Click the **Search** button.

**Note:** By default query results are limited to 100 items.

4. Review your research results or refine your search query further, noting the following:
  - To refine your search query further, select additional (or different) search criteria and values, then click the **Search** button again.
  - To see the front image for a specific item, click the item in the results list.
  - To see the deposit associated with a specific item, click the view icon.
  - To save the results of your query, click the **Select All** button or select specific items from the results, then click the **Add to Stored Results** button. See *Storing Your Research Results* (for more information).
  - To generate a report on your research results, select the report type you wish to create and whether you want to include images in the generated report (only docx, rtf and pdf reports can include images), then click the **Create Report** button. See *Creating an Item Research Report* for more information.
  - To delete the current research results, click the **Clear List** button.

Search results. You can store all results or select specific items from your results to store. Once stored, you can construct and submit additional queries and continue adding additional items to your stored results. By selecting specific items from query results and adding them to a stored results list, you can build a list of items from multiple queries and report on those stored items. **Note:** All stored research results are deleted at logout or time-out

### To store research results:

1. Complete your item research query.

2. Select the items you want to store from your current query results:
  - Click the Select All button for all items
  - OR
  - Click the check box for the items that you want to display.
3. Click the **Add to Stored Results** button.
 

The selected items are added to you stored results.
4. To access your stored results, click the Go to Stored Results link. The Item Research - Stored Results page displays.
5. Review your stored results, noting the following:
 

To create a report containing all your stored results, select the report type you wish to create and whether you want to include images in the generated report, then click the **Create Report** button.
6. To return to the Item Research - Query page, click the Go to Query link. Continue constructing and submitting additional queries and adding more items to your stored results to suit your research needs.

### Creating an Item Research Report

Once you have completed an item research query, you can create a formatted report of your research results from either the Item Research-Query page or, if you stored research results, from the Item Research - Stored Results page.

**Note:** Generated reports contain item information for ALL items in the query results or stored results lists. Selecting specific items from either list before creating the report does not change the report contents.

#### To create a report based on your Item research results:

1. Complete your item research query (or access your stored results).
2. Select a **Report Type** in the drop-down menu. Options are: csv, pdf, rtf, and xis.
3. If you want to include images in the report, select the image type from the **Images** dropdown menu.

**Note:** Limit the inclusion of images to smaller reports as they add to the system load and increase the report page count significantly.

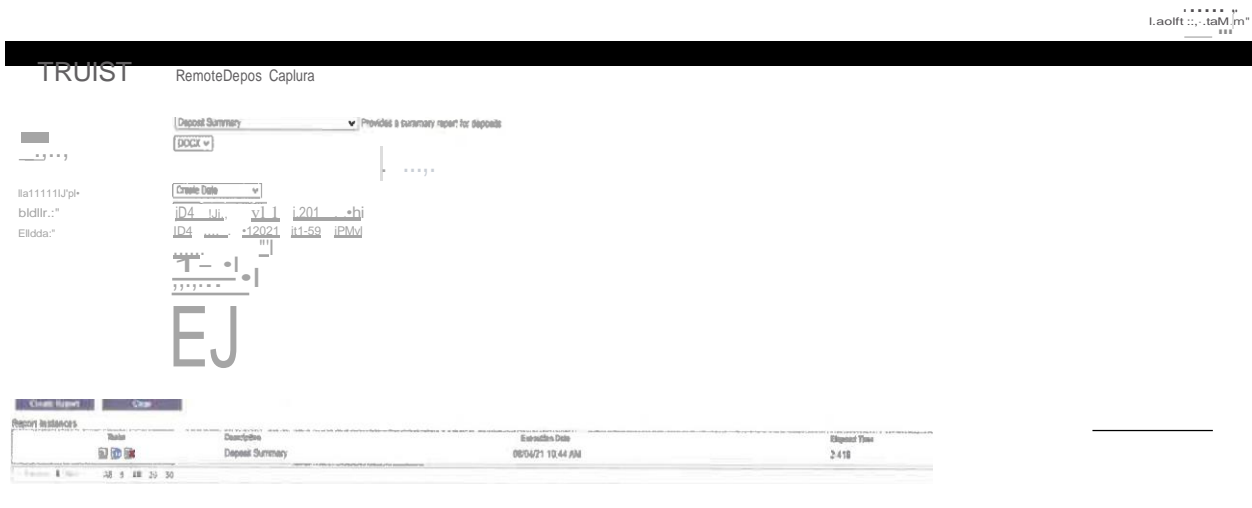
4. Click the **Create Report** button.
5. Click the **Save** button.

Open the saved report. The report contains item details for each item in your research query or stored results list and, if specified for inclusion in the report, the front and back images of each item.

## AppendixA: Reports

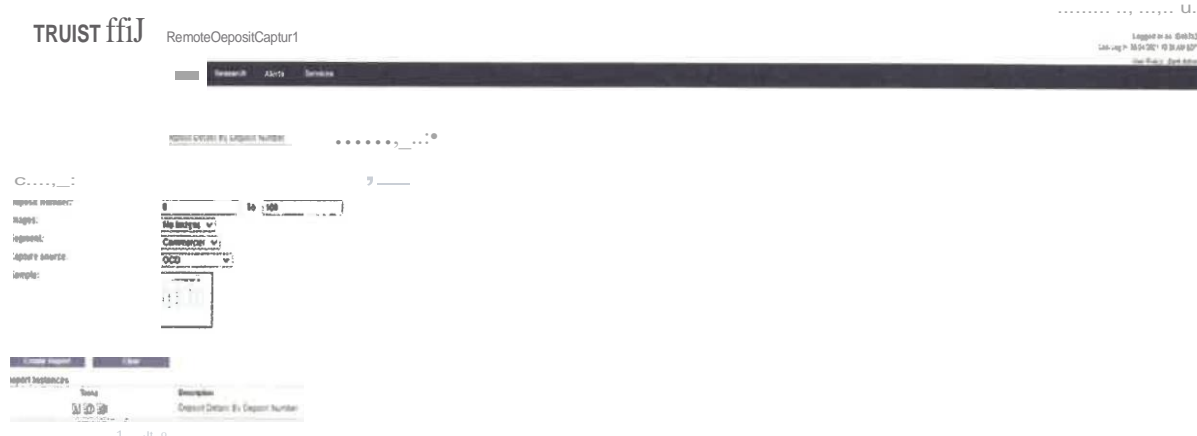
### Deposit Summary - Sample Report

The Deposit Summary Report provides a summary of deposits by the processing date and allows you to filter information using from date, to date, account number(s) and export formats.



### Deposit Details by Deposit Number- Sample Report

The Deposit Details by Deposit Number Report provides detailed information about the simple deposit processing activities for a selected deposit number or consecutive range of deposit numbers for a selected customer's accounts (or for all customers' accounts). For each account, the report summarizes the total number of deposits submitted to the account, the total dollar value of the submitted deposits, and the total number of items deposited. For each deposit, there is detailed information about each item within the deposit.



### Summary of Remittances by Deposit Number- Sample Report

The Summary of Remittances by Account provides detailed information about the remittance deposit processing activities for a selected deposit number or consecutive range of deposit numbers for a selected customer's accounts (or for all customers' accounts). For each account, the report summarizes the total number of deposits submitted to the account, the total value of the deposits, and the total number of checks and payment coupons deposited. For each deposit, the report provides detailed information about each item within the deposit



### Exception Item Export - Sample Report

The Exception Item Export Report lists all deposit items processed during the selected processing period that were flagged with an error during Rules application processing (specifically, all deposit items with a non-0 value in the recostatecode column of the pcwitem table of the Capture database), including CAR/I.AR, MICR, Image Quality Assessment, and duplicate detection processing errors.



### Detailed Item Export-Sample Report

The Detailed Item Export prm.;des detailed information about all items processed by a selected customer's locations over a specified processing period.

The screenshot shows the TRUISTBH Remote Deposit capture interface. At the top right, there are links for "Password Reset", "Help", "Hide Type", and "Logout". Below the header, a navigation bar includes "Home", "Administration", "Deposits", "Reports", "Research", "Alerts", and "Settings". The "Reports" section is active, displaying a "Reporting" page. A dropdown menu for "Item Export File" is set to "CSV", with a tooltip that reads: "Provides an exportable version of all received deposit(s) within the given date range. Tailored for CSV output." Below this, there are fields for "Create Date" and "Print Customer". The "Create Date" field shows a date range from "10/4/2021" to "11/11/2021". The "Print Customer" field shows "10/4/2021 11/11/2021 Jfj". At the bottom left, there is a "TRUISTBH" logo and a "Help" link. The bottom right corner shows a "UC" label.

## For more information

If you have any questions, contact your Treasury Consultant. For assistance with Remote Deposit Capture, please contact Truist Treasury Solutions Client Support at 800-777-1799, or you can email

[TreasuryClientServices@truist.com](mailto:TreasuryClientServices@truist.com). For more information **about** Remote Deposit Capture, please visit the RDC Treasury Resource Center.



CITY OF  
**FORESTPARK**

# **PURCHASING POLICY MANUAL**

**December 1, 2024**





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## **DISCLAIMER OF LIABILITY FOR IMPROPER PURCHASING**

**THE CITY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PURCHASE, EXPENDITURE, PROMISE OR AGREEMENT FOR EXPENDITURE ARISING FROM ANY PROCUREMENT MADE IN ITS NAME OR IN THE NAME OF ANY AGENCY, AUTHORITY, COMMISSION, OR OTHER GOVERNMENTAL BODY UNDER ITS AUTHORITY, BY AN UNAUTHORIZED PERSON OR ANY PERSON ACTING IN VIOLATION OF THIS PURCHASING POLICY OR OUTSIDE OF THE AUTHORIZATION OR DELEGATION AS PROVIDED BY THIS POLICY. THE EXPENSE OF ANY SUCH TRANSACTION SHALL BECOME THE PERSONAL LIABILITY OF THE INDIVIDUAL AT FAULT UNLESS OTHERWISE RATIFIED OR EXEMPTED BY MAYOR AND COUNCIL.**



## ARTICLE I

### GENERAL PROVISIONS

#### 1.1. Purpose and Objective

1.1.1 The purpose of this Purchasing Policy (“Policy”) is to state the City of Forest Park’s (the “City”) position regarding the responsibility and authority for the acquisition and contracting for Goods, Services, Professional Services, Real Estate, and Capital Assets. This Policy will clarify purchasing functions and policies, will help maintain a high ethical standard for all officers and employees of the City, as well as describe departmental relationships, responsibilities and participation in the procurement cycle. Moreover, this Policy will provide control functions, assure proper record keeping and confirm purchases in writing to allow the City to meet the following goals:

- (a) Ensure that tax dollars are spent in the most economical way;
- (b) Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the City;
- (c) Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the City;
- (d) Safeguard the quality and integrity of the City's procurement process;
- (e) Ensure compliance with laws and regulations pertaining to procurement;
- (f) Manage procurement and inventories of purchased Goods to meet the use requirements of City departments at the most advantageous cost to the City;
- (g) Administer procurement contracts and contract amendments; and
- (h) Properly dispose of all material and equipment declared to be surplus or obsolete.

In addition, this Policy is to set a standard of environmentally preferable procurement and demonstrate the City’s commitment to environmental, economic, and social stewardship. The City has a unique opportunity to further expand its leadership in the area of environmentally preferable purchasing, and through its actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. This Policy will guide the City’s efforts in procuring environmentally preferable Goods and Services. The philosophy behind this Policy is to obtain the best value in terms of quality, service and price when expending public funds, to foster effective, fair, and broad-based competition for public procurement within the free enterprise



system and provide safeguards for the maintenance of quality, integrity, and equity in the purchase and disposition of city property.

1.1.2 *Application of Federal and State Law.* It is intended this Policy shall conform to all applicable provisions of the laws of the United States and of the State of Georgia, and the provisions hereof shall be so construed wherever possible. In the event any portion of this Policy shall be declared invalid for its failure to conform to state or federal law, such invalidity shall not affect the remaining portions hereof. Notwithstanding any other provision of this Policy, the City may enter into any contract, follow any procedure, or take any action that is otherwise at variance with this Policy if necessary or convenient to receiving funds from the government of the United States or the State of Georgia.

1.1.3 *Public Access to Procurement Information.* Interested Persons shall have access to information regarding procurement transactions of the City in accordance with this Policy and the Georgia Open Records Act.

## 1.2. **Scope of Policy**

1.2.1 This Policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City and confer no rights, duties, or entitlements to any Vendor, Bidder, or Proposer. The scope of this Policy shall govern all acquisitions and dispositions by the City of commodities, equipment and services and all related contracts and agreements including those that may generate revenue. This Policy does not apply to the acquisition or disposition of commodities, equipment and services obtained or contracted for the Downtown Development Authority, Urban Development Agency, or the Development Authority. This Policy supersedes and repeals all previously existing policies to the extent they are inconsistent with the provisions herein. The Policy covers all contractual and purchase agreements between the City and another Person. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This Policy establishes the specific responsibility and authority of the procurement of goods and services.

1.2.2 As part of the audit process, the internal controls and accounting processes outsourced to municipal services, Vendors will be evaluated, and a measure of assurance given as a requirement of completion of the City's annual audit. The staff of outsourced municipal services Vendors assigned to work at City offices and perform purchasing activities on behalf of the City is *not* exempt from this Policy. Furthermore, unless due to the lack of competitive options, the City will not typically procure Goods and Services from outsourced municipal services Vendors not expressly stated in their contract to provide municipal services or which do not have a direct impact on the Vendor's ability to provide those contracted services.

1.2.3 *Procurement Exemptions.* The provisions of this policy do not apply to procurements for the following; however, the City Manager, in his/her sole discretion, may opt to utilize the purchasing procedures outlined herein for such supplies and services where appropriate:



- (a) Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 *et seq.*;
- (b) Services and construction whose procurement falls under a conflicting federal or Georgia statute or regulation, to include Contracts involving federal funding, except as provided in Article VIII;
- (c) The normal establishment and collection of taxes, fees, and other revenues that fund the normal City functions;
- (d) Printed copyright material including published books, maps, periodicals, and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a quantity purchase;
- (e) Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers;
- (f) Antiques and other unique assets of historical value, including restoration of these items;
- (g) Real Property, including but not limited to transactions governed by O.C.G.A. § 36-37-1 *et seq.*, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of disposition and/or acquisition of real property, except as provided in Article VII (Real Estate Acquisitions);
- (h) Employee Benefits and health related services procured through a quotation and negotiating process conducted by qualified experts in the field, or to maintain continuity of employee-health records;
- (i) Travel, entertainment, conferences, training, advisory consulting and related activities, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by a different City policy;
- (j) Subscriptions, dues, memberships, and board member fees that are established during the budget process;
- (k) Insurance procured through a negotiating process;
- (l) Legal services, litigation, experts and materials, investigators, and services required for confidential employment related investigations and legal expenses;
- (m) Items or services procured for resale or to generate a revenue;



- (n) Advertisements including, but not limited to, bid/proposal solicitations and legal advertisements placed by boards that are required by law to publicly advertise their meetings or actions in the legal organ of the City;
- (o) Financial Instruments: Professional services and instruments/products related to the City's financial well-being, including but not limited to the following areas: marketing of bonds and other forms of debt or debt management, investments, banking, assets, and pension assets;
- (p) Services provided directly to individual citizens, elected officials and employees including reimbursements and other miscellaneous payments;
- (q) Utilities, where there is no reasonable basis for competitive procurement, for example electric power, water, and sewerage;
- (r) Seized Property included in a court order authorizing disposal;
- (s) Grant awards or agreements that require certain firms or individuals to perform the work;
- (t) Marketing of bonds and other forms of debt or debt management products, including but not limited to interest rate management agreements;
- (u) Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel; and
- (v) Purchases made from or disposition to other federal, state, and local governments, associations, public universities/colleges, and non-profit organizations when determined by the City Manager to be in the best interest of the City.

### **1.3. Definitions**

- 1.3.1 In this Policy unless the text requires otherwise (1) words in the singular number include the plural, and those in the plural include the singular; (2) words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender; (3) the term "may" shall be permissive and not mandatory; (4) the term "shall" shall be mandatory and not permissive; and (5) the terms which are not specifically defined herein shall have their usual and customary meanings.
- 1.3.2 When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this Article, except where the context clearly indicates a different meaning:



- (a) **Acquiring Office** means the department, division, board, authority, or other unit of City government under whose authority, on whose behalf, or for whose use a commodity, service, or real property is requested or acquired or a contract or agreement relating thereto is obtained.
- (b) **Acquisition** means a transaction in which the City purchases, orders, contracts for, or otherwise agrees to obtain any commodity, or service, or combination thereof.
- (c) **Addendum** means a change, clarification, supplement, or correction in the Solicitation Documents, prior to the award of a Contract.
- (d) **Amendment** means an agreed upon change order, addition to, deletion from, correction, or modification of a Contract including a Contract Extension or a Contract Renewal.
- (e) **Bid / Proposal Bond** means a form of bid security executed by the Bidder (or Proposer) as principal any be a Surety, to guarantee that the Bidder (or Proposer will enter into a Contract within the time specified in the Request for Bid or Request for Proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.
- (f) **Bidder** means a person or entity submitting a Bid or Quote to the City for the supply of Goods or Services.
- (g) **Business** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- (h) **Capital Asset** is an item of personal property having a normal life expectancy of three (3) calendar years or more other than components.
- (i) **Change Order** means a written order that alerts any term or provision of a two (2) party contract or purchase order, including but not limited to revisions that change the scope of work to be furnished, the product to be purchased, the price of the purchase, and/or the length of the term of the Contract or purchase order.
- (j) **City** means the City of Forest Park, Georgia and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the City Council, committees, boards, and staff.
- (k) **City Ethics Policy** means Chapter 2 (“Administration”), Article X (“Ethics”) of the City’s Code of Ordinances.
- (l) **City Finance Director** or **Finance Director** means the City Accountant as described in the City Charter, his/her agent, or the department head of the City Finance Department, if such a department is in existence.





- (m) **Commodity** means a discrete and distinct item of tangible personal property, including, without limitation, any such item which is intended to become an integrated part of another item of tangible personal property or of any improvement to real property.
- (n) **Competitive Award** means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.
- (o) **Confidential Information** means any information which is available to a City employee only because of the employee's status as an employee of the city and is not a matter of public knowledge or available to the public on request pursuant to the Georgia Open Records Act.
- (p) **Construction** means the process of building, altering, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property including the provision of materials, therefore. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.
- (q) **Construction Services** means services rendered by an independent and licensed Contractor having expertise in Construction.
- (r) **Consultant** means a person who has expertise because of education and/or experience that qualifies him/her to provide specialized services.
- (s) **Contract** means all types of City agreements for the purchase or disposal of Goods, Real Estate or Capital Assets, and the procurement of Services, Professional Services or Construction Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include Amendments, modifications, and supplemental agreements with respect to any of the foregoing.
- (t) **Contract Extension** means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.
- (u) **Contract Renewal** means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.



- (v) **Contractor** means any person who contracts to provide Commodities/Services to the City.
- (w) **Cooperative Purchase** means a group of public entity purchasers organized for the purpose of creating Contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members can benefit.
- (x) **Department Director** means the director of the user department requesting the acquisition or disposition.
- (y) **Employee** means an individual drawing a salary or wage from the City on a full-time or part-time basis. The term shall encompass all members of the City Council without regard to such individuals are compensated. For purposes of this Purchasing Policy the term “employee” shall any Vendor or any employee of such Vendor who has a Contract with the City to provide administrative and department services contemplated in Section 2.12 of the Charter of the City.
- (z) **Emergency Procurement** means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- (aa) **Emergency** means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- (bb) **Environmentally Preferable Goods and Services** means Goods and Services that have a lesser or reduced negative effect on human health and the environment when compared with competitive Goods and Services that serve the same purpose.
- (cc) **Georgia Procurement Registry** means the State of Georgia’s central bid registry established by the Department of Administrative Services, which provides a public listing of solicitations posted by state entities and local governments.
- (dd) **Gifts, Gratuity, or Favors** means a payment, loan, subscription, advance, deposit of money, service or anything of any service or Value, present or promised.
- (ee) **Goods** means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.
- (ff) **Governing Authority** means the Mayor and City Council of the City of Forest Park, Georgia or its designee(s).



- (gg) **Immediate Family** means a spouse, children, parents, brothers and sisters, mother-in-law and father-in-law.
- (hh) **Late Bid / Proposal** means a Bid or Proposal received after the time or date such Bid or Proposal was due, as stated in the Solicitation Documents.
- (ii) **Life Cycle Cost Assessment** means the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service and disposal costs.
- (jj) **Multiple Award Contract** means a Contract based upon one solicitation awarded to two (2) or more Vendors to supply Goods or Services.
- (kk) **Official** means any City elected or appointed person who holds office or any person appointed by the mayor and council of the City to serve on (1) the planning commission of the City, (2) any board or commission of the City having quasi-judicial authority; and, (3) any authority created by the City, either individually or jointly with other local governments pursuant to Georgia law.
- (ll) **Ordinance** means related Administration Ordinance in Chapter 2 of the City's Municipal Code.
- (mm) **Payment Terms** means the established due date for payments by the City to pay an invoice. Absent any agreement otherwise stated, the City's payment term will be Net 30.
- (nn) **Performance Bond** means a bond provided by a contractor/supplier in which a surety guarantees to the City that the Goods or Capital Assets are delivered, or the Services or Construction Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the City's requirements may, at the reasonable discretion of the City, be substituted for the performance bond.
- (oo) **Periodic Term Contract** means a Contract in which a source of supply is established for a specified period of time for specified Supplies or Services and usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.
- (pp) **Person** means any business, entity, company, firm, individual, union, committee, club, or other organization or group of individuals.
- (qq) **Practicable** means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.
- (rr) **Pre-qualification** means the part of a competitive procurement process in which the City determines, based on standards developed for a specified product or service, which



interested Vendors meet those standards and are eligible for further consideration in the purchasing process.

- (ss) **Professional Services** means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include, but are not limited to, evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.
- (tt) **Proposal** means submission of information from a proposer (including a consultant) which states how that proposer intends to fulfill the specifications and other requirements described in a Request for Proposal.
- (uu) **Proposer** means a Person submitting a proposal or qualifications to the City for the supply of Goods, Capital Assets, Commodities, Real Estate, Construction Services, Services, or Professional Services.
- (vv) **Purchase Order** means a written sales contract approved and issued by the Procurement manager or designee and accepted by the Vendor to obtain Goods, Commodities, Capital Assets, and Services detailing the exact products and/or services to be rendered including such information as prices, descriptions, payment terms, quantities, date of performance, shipping, and all other conditions and obligations. A Purchase Order is a contract but does not need approval from the City's Legal Attorney.
- (ww) **Purchasing** means the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the City. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- (xx) **Quote** means all documents utilized for soliciting quotations for Goods, Services, or Professional Services, in which award is made on the lowest responsive and responsible quotation and in which the type or cost of the procurement does not require a more formal Bid/Proposal process.
- (yy) **Real Estate** means land and any improvements and appurtenances thereto.
- (zz) **Real Estate Acquisition** means the acquisition of a fee interest, estate for years or usufruct in Real Estate by purchase or lease.



- (aaa) **Request for Bid (RFB)** means all documents utilized for soliciting bids, including those attached or incorporated by reference. These include the scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.
- (bbb) **Request for Proposals (RFP)** means all documents utilized for soliciting proposals / bids for Goods, Capital Assets, or Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.
- (ccc) **Request for Qualifications (RFQ)** means all documents utilized for soliciting Vendor qualifications for Goods, Services, Capital Assets, Construction Services, or Professional Services. A qualified Vendors list is determined by the City and only the qualified Vendors from the RFQ list shall be able to submit a response to the formal RFP solicitation.
- (ddd) **Requisition** means an internal document, provided by a department to the Procurement manager that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- (eee) **Responsible Bidder** or **Responsible Proposer** means a Person, who, in the exclusive judgment of the City, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.
- (fff) **Services** mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.
- (ggg) **Single Source Procurement** means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the City.
- (hhh) **Sole Source Procurement** means identifying and using, without first completing a competitive process, one source for Goods, Capital Assets, Real Estate, Services, Professional Services or Construction Services when that source is the only one available that can fulfill a given Purchasing need of the City.
- (iii) **Solicitation Documents** means RFPs, Bids, RFQs, Quotes, or an invitation to negotiate including all of the associated forms and documents of each solicitation, or any other types



of documents used by the City to procure Goods, Commodities, Services, Capital Assets, Real Estate, Construction Services, or Professional Services.

- (jjj) **Supplies** means all property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land.
- (kkk) **Surety** means an organization who, for consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the City and licensed to do business in Georgia.
- (lll) **Unit of Government** means the Government of the United States or any department, agency, or division thereof, the State of Georgia or any department, agency, political subdivision, municipal corporation, or authority thereof.
- (mmm) **User Department (UD)** means the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The UD is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The UD is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.
- (nnn) **Vendor** means a Person currently supplying or in the business of supplying Goods, Commodities, Capital Assets, Real Estate, Construction Services, or Professional Services.

## ARTICLE II

### ETHICS IN PROCUREMENT

#### 2.1 **Standard**

- 2.1.1 Every person, business, or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Article II. Whenever this Article II conflicts with the City Code of Ethics, the City Code of Ethics shall control. It is the City's policy to seek the best overall value when procuring Goods and Services. Toward this end, the City finds and declares that its objectives will be achieved through an open, transparent, and competitive process with a broad range of responsible Vendors wishing to furnish Goods, Commodities, and Services to the City. The City declares that City Employees and Officials along with all potential Vendors have the shared responsibility for avoiding biased, anticompetitive or unethical practices when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- 2.1.2 The City's Ethics Code and Charter should be consulted for requirements related to lobbying and representation of business interests that come before the City Officials for decision.



2.1.3 The Procurement manager and all City Employees whose duties involve the purchase or sale of Goods/Services, or the preparation of specifications for the purchase of Goods/Services for the City, or deciding which goods shall be declared surplus are expressly prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value, directly or indirectly, from any Person or Business seeking to do business with or contract with the City or has contracted with the City within the preceding twelve (12) calendar months, or to which any Contract is awarded, or to whom any surplus Goods/Commodities may be sold. The Procurement manager is charged with establishing methods for ongoing monitoring for non-compliance with these principles.

## **2.2 Conflict of Interest**

2.2.1 It shall be unethical for any City Employee or Official to transact any business or participate directly or indirectly in a procurement Contract when the Employee or Official knows that:

- (a) The Employee or Official or immediate family of such Employee or Official has a substantial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the City Council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement Contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
- (b) Any other person, business or organization with whom the Employee, Official or immediate family of such Employee or Official is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.
- (c) An Employee, Official or any immediate family of such Employee or Official who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest.
- (d) All Employees and Officials will be asked to sign a disclosure document indicating his or her compliance with the City Ethics Policy.
- (e) The terms “immediate family” and “substantial interest” shall have the meaning given to such terms in the City Code of Ethics.

## **2.3 Gratuities, Rebates, or Kickbacks**

2.3.1 *City Employees/Officials.* It shall be unethical for any City Employee or Official to directly or indirectly solicit, demand, receive, accept, or agree to receive any gratuity, reward, offer of employment services, or thing of value from any person, business, or entity in connection with any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.



- 2.3.2 *Potential Vendors.* It shall further be unethical for any person, business, or entity to offer, give, or agree to give or offer to give any Employee or Official any gratuity, reward, offer of employment, services, or thing of value with the purpose of influencing any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal.
- 2.3.3 A “thing of value” shall not include:
- (a) Any gift with a value less than one hundred dollars (\$100.00);
  - (b) Food or beverage consumed at a single meal or event;
  - (c) An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, or public service;
  - (d) Promotional items generally distributed to the general public or to public officers;
  - (e) Rebates normally or routinely offered to customers in the ordinary course of business of such person, business or entity for the purchase of their Goods and Services are acceptable and are the property of the City; and
  - (f) Educational events, materials, and meals as described in subparagraph (ii).
- 2.3.4 *Educational Events.* Nothing in this Article shall preclude a City Employee or Official from attending seminars, courses, lectures, briefings, or similar functions at any person, business, or entity’s facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the person, business, or entity’s products or services and is one which the City Manager determines would be of benefit to the City. In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Employee or Official from receiving meals or educational materials and business-related items of not more than nominal value from a person, business, or entity. However, no Employee or Official shall accept or receive free travel or lodging for less than the value thereof from a person, business, or entity.
- 2.3.5 *Kickbacks and Rebates.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.
- 2.3.6 *Contract Clause.* The prohibition against gratuities, rebates and kickbacks prescribed in this Article shall be referenced in every Contract and Solicitation.





## **2.4 Prohibition Against Contingent Fees**

2.4.1 It shall be unethical for any Person to be retained, or to retain a Person, to solicit or secure a Contract upon any agreement or understanding for a contingent fee, except for agreements with manufacturer representatives, or agents, including, but not limited to, commercial services sales agents engaged in the business of soliciting contracts on behalf of Vendors. A “contingent fee” as used in this subsection C, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a Person has in securing a city Contract.

## **2.5 Use of Confidential Information**

2.5.1 It shall be unethical for any Employee or Official to knowingly disclose or use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

## **2.6 Unauthorized Purchases**

2.6.1 No purchases of Goods and Services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced, therefore.

## **2.7 Penalties and Sanctions**

2.7.1 *Legal or disciplinary action by City Council.* The City Council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any Employee, Official or other Person in violation of these ethical standards.

2.7.2 *Legal or disciplinary action by City Manager.* The City Manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any Employee violating this Policy.

2.7.3 *Administrative penalties for Employees.* The City Manager may impose any one or more of the following penalties or sanctions on an Employee for violations of the ethical standards in this Article as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:

- (a) Oral or written warning or reprimands.
- (b) Suspensions with or without pay for specified periods of time.
- (c) Termination of employment.



## **2.8 Vendor Contact During Open Solicitations**

- 2.8.1 Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than the Procurement manager named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

### **ARTICLE III**

#### **PROCUREMENT MANAGER**

### **3.1 General**

- 3.1.1 The City Council appoints the City Manager, or such other Employee designated by the City Manager, to serve as the Procurement manager for the City, until such time an independent third party is appointed and contracted by the City Council to serve as the Procurement manager under the direction and control of the City Manager.
- 3.1.2 The purchasing office of the City's Finance Department shall serve the City by obtaining required Commodities and Services in accordance with the laws of the State of Georgia and this Policy. The Procurement manager shall, except as otherwise specified herein, be responsible for the administration of all transactions governed by the provisions of this Policy and shall serve as the principal procurement manager of the City. The Procurement manager shall be subject to the authority and supervision of the Finance Director and/or City Manager.

### **3.2 Duties and Powers of the Procurement manager**

- 3.2.1 Unless otherwise provided, any duties and powers of the Procurement manager may be delegated by him/her to subordinate purchasing City Employees. The Procurement manager shall faithfully discharge the following duties and powers:
- (a) Procure or oversee, cure or oversee the procurement of all goods and services needed by the City and advertise for solicitations for such goods and services as required by this Policy. Consistent with this Policy and subject to the approval of the Finance Director, the Procurement manager is authorized to establish, implement and enforce written operational procedures relating to acquisitions and dispositions subject to this Policy. Such procedures shall, to the extent consistent with applicable law and this Policy, be based upon generally accepted public purchasing principles and practices and shall become effective upon approval by the Finance Director. Additionally, these procedures may be revised, as necessary, through the same process used for their initial approval.
  - (b) Direct efforts to procure Goods, Capital Assets, Services, Construction Services and Professional Services in accordance with the requirements of this Policy, the City Charter and City Code, and the laws of the State of Georgia.



- (c) Arrange and negotiate the purchase or Contract for all equipment, supplies and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency, in accordance with the requirements of this Policy, the City Charter and City Code, and the laws of the State of Georgia.
- (d) Manage and supervise purchasing support staff.
- (e) Control and supervise all City storerooms and warehouses.
- (f) Maintain and adhere to all City purchasing procedures and this Policy.
- (g) Recommend revisions to this Policy and related procedures to provide for compliance with laws related to bidding, Contracting and Purchasing as set forth in the State of Georgia Code and Regulations, by examining the applicable laws and developing procedures for bidding, Contracting and procurement processes. Revisions to this Policy shall be subject to the approval of City Council.
- (h) Plan and implement processes for the ongoing protection of the City's interests.
- (i) Establish guidelines, within this Policy, governing the review of specifications for procurement of Goods, Capital Assets and Services based on recyclability, energy and water conservation, life cycle cost, and other environmental considerations.
- (j) Provide training on procurement policies/procedures to Employees involved in the procurement process and Vendor community interested in conducting business with the City.
- (k) Maintain inventory record of all materials, supplies, software, or equipment stored in city storerooms, warehouses, and elsewhere, including monthly reports to the Finance Director that include:
  - (1) Titles of all formal solicitations and the method of source selections to be used.
  - (2) Contracts authorized by the City Council, the method of source selection used and the total dollar amount.
  - (3) Emergency Contracts awarded pursuant to Section 1.03 of the City's Charter.
  - (4) Change orders or Contract modifications authorized by the City Council and the dollar amount and reason.
  - (5) Amendments or change orders authorized by the Procurement manager and the dollar amount and reason.



- (6) Explanation of any changes, and the costs involved, in the scope of services made between the time a Contract is awarded and the time that the Contract is authorized by the City Council.
- (7) Documentation of the types, quantities, and dollar amounts of environmentally preferable Goods (including the percentage of post-consumer and total recovered material content) and Services purchased. The report shall also include dollar amounts of non-environmental or conventional Goods and Services, identify and discuss instances where this policy is waived or its requirements found impracticable, and highlight barriers to the procurement of environmentally preferable Goods and Services, if applicable.
- (l) Secure all necessary approvals of the City Manager or its designee, and the City Council prior to execution of a Contract or purchase agreement.
- (m) Determine the most advantageous method of procurement in accordance with the requirements of this Policy, the City Charter and Code, and the laws of Georgia.
- (n) Ensure that all Contracts are reviewed and approved as to form by the City Attorney, prior to execution on behalf of the City. A contract shall conform to state and federal law and to City ordinances and shall otherwise contain such provisions as are reasonably necessary to protect the interest of the City. The City Manager shall have the authority to sign contracts up to fifty thousand dollars (\$50,000.00) without City Council approval.
- (o) Ensure City Council is notified as soon as reasonably possible of all upcoming and active competitive procurements.
- (p) Whenever possible, utilize City-generated and City Attorney-approved standard agreements, and consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its Contract with the City.
- (q) Where in the best interest of the City, require Bid/Proposal Bonds, insurance, and other forms of protection for the City on the process of procuring Goods, Capital Assets, Services and Construction Services for the City.
- (r) Terminate solicitations for Bids for any Goods, Capital Assets, Services, Construction Services and Professional Services when, in the opinion of the Procurement manager and approval by the City Manager, it is in the City's best interest to do so.
- (s) Reject any and all bids, when in the opinion of the Procurement manager and approval by the City Manager it is in the City's best interest to do so.
- (t) Advise the Finance Director and City Manager on the status of negotiations, as well as Contract provisions and their impacts on the City.
- (u) Make recommendations on Contract approval, rejection, Amendment, and cancellation.



- (v) Provide Contract administration and supervision of Contracts. Such tasks shall include, but not be limited to, monitoring Amendments, obtaining applicable insurance certificates and monitoring applicable progress.
- (w) Provide and update all forms to procure Goods, Services, and Professional Services.
- (x) Administer the use of City purchasing cards in compliance with the Purchasing Card Policy which is attached as Appendix B hereto and incorporated herein by reference. The use of all City issued purchasing cards shall be governed by the Purchasing Card Policy.

## ARTICLE IV

### THE PROCUREMENT PROCESS

#### 4.1 General

- 4.1.1 The procurement process begins when the need to obtain goods or services is identified. All functions that pertain to the acquisition, including competitive procurement, contract negotiation and award, and all phases of contract administration are included in the procurement process.
- 4.1.2 The Procurement manager shall not execute any contract for goods or services until the Finance Director certifies, after pre-audit, that there is to the credit of the UD, a sufficient unencumbered appropriation balance in excess of all unpaid obligations, to defray the amount of such contact. Subject to the approval of the Finance Director, the Procurement manager may issue operating rules to ensure compliance with this Article.

#### 4.2 Requisition

- 4.2.1 Requisitions are necessary to initiate the procurement process. A Requisition is essentially a request to purchase Goods, Capital Assets, Services, Construction Services or Professional Services. *See Appendix C* for sample PR form. It lets the Procurement manager know, in detail, what the UD needs and whether the purchase or expenditure is authorized. In general, UDs must prepare Requisitions for all procurements within the scope of this Policy.
- 4.2.1 The following steps shall be completed to initiate the procurement process:
  - (a) *Determine Need.* The UD is responsible for determining the need for a Good/Service and providing appropriate documentation and justification therefore, including a Requisition.
  - (b) *Determine Funding.* The UD is responsible for ensuring budget availability. Specific budget account numbers must be on the Requisition form.
  - (c) *Determine Specifications.* The UD is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the determination of what is to be procured. The specifications must, where applicable, conform to the approved City standards for identity and continuity.



- (d) *Prepare Requisition:* Requisitions shall be prepared far enough in advance that the Procurement manager can obtain competitive prices and the Vendor has enough time to make the delivery. The Requisition form must contain the following information, where applicable to the goods or services sought:
- (1) The UD's name and contact information of the department/division and the Employee preparing the Requisition.
  - (2) The Requisition Number.
  - (3) The date the Requisition is prepared/issued.
  - (4) The definitive delivery date or date/duration of service (lead time of at least one week, must be allowed).
  - (5) A complete description and specifications of goods or services.
  - (6) The quantity.
  - (7) The estimated cost.
  - (8) The delivery destination.
  - (9) The complete budget account number.
  - (10) All previous known purchase information, quotation, or contract.
  - (11) All known or suggested Vendor(s).
  - (12) Must include authorized signature (i.e., approval) from department director.
- (e) *Routing the Requisition.* After creating the Requisition number and preparing the Requisition form, UDs shall transmit the Requisition to the following stations:
- (1) The department director shall certify that the Requisition is authorized.
  - (2) The Finance Director shall certify, by signature, that the proper account was listed and the availability of budgetary funds.
  - (3) The Procurement manager shall process the Requisition through the appropriate procurement method and obtain all necessary approvals.
- (f) *Acceptance of Procured Item or Service.* Within twenty-four (24) hours, the UD is responsible for advising the Procurement manager in writing on a receiving report the receipt of the Goods procured and whether or not such Goods are found to be



unsatisfactory. All returns of Goods or Capital Assets must be initiated by the UD through the Procurement manager. Additionally, all Amendments or cancellation to any agreements must be made by the Procurement manager.

#### **4.3 Purchase Orders and Contracts**

- 4.3.1 The Procurement manager shall issue Purchase Orders for all approved Requisitions.
- 4.3.2 If a Contract is required or appropriate, all negotiations of agreements for Goods and Services shall be conducted by the Procurement manager. It is recognized that special situations may exist where there is a special need for the UD to be involved in the negotiation process. This must be in conjunction with the Procurement manager at all times. The Procurement manager will make final recommendation for agreements.
- 4.3.3 The Procurement manager will review the Contract for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation. The Contract will then be sent to the UD and approved by the department director and returned to Purchasing.
- 4.3.4 All Contracts not arising out of the proprietary functions of the City shall conform with O.C.G.A § 36-60-13.
- 4.3.5 Once a Contract is awarded by the City, the Contract may be amended, without the necessity of rebidding such Contract, provided the original Contract amount and the scope of the Contract is not substantially altered. The Procurement manager will review all change orders. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description and unit price. If the quoted price of the change order is more than \$2,500.00, or five percent (5%) of the contract amount, shall require additional Requisitions and approval from all necessary parties pursuant to the Purchasing Thresholds. The Procurement manager cannot use the change order process to circumvent this Policy. Change orders cannot substantially change the scope of the Contract.

#### **4.4 Termination of Contracts**

- 4.4.1 Upon recommendation by the user department(s) and city attorney, the city manager shall have the authority to cancel a contract for any reason in accordance with the contract terms and conditions and applicable laws.



**ARTICLE V**

**PURCHASING THRESHOLDS**

**5.1 Purchasing Thresholds Matrix**

- 5.1.1 Purchases may not be artificially divided as to constitute an informal purchase, thereby circumventing the dollar limit requirement for competitive sealed Bids/Proposals.
- 5.1.2 The following dollar amounts and approvals apply to all City departments.

	<b>Procurement Method*</b>	<b>Required Approvals**</b>	<b>Amendments / Change Orders</b>
<b>≤ \$1,000.00</b>	No competition - one (1) quote, Requisition, and PO.	1. Department director 2. One-time informal procurement processed by UD.	Increases greater than five percent (5%) or Two Thousand, Five Hundred Dollars and 00/100 Cents (\$2,500.00) – excluding any contingency – require additional Requisition and approval from all necessary parties.
<b>\$1,000.01 - \$4,999.99</b>	Three (3) written quotes, Requisition, and PO	1. Department director 2. Procurement manager 3. Informal procurement processed by UD.	
<b>\$5,000.00 - \$49,999.99</b>	Competitive Procurement (Informal Solicitation): - Requisition, PO, and/or Contract as appropriate.	1. Department director 2. Finance Department 3. Procurement manager 4. City Manager 5. City Attorney (contracts)	
<b>\$50,000.00 &gt;</b>	Competitive Procurement (Formal Solicitation): - Requisition, PO, and/or Contract as appropriate.	1. Department Director 2. Finance Department 3. Procurement manager 4. City Manager 5. City Attorney (contracts) 6. City Council	
*The Procurement Methods listed above are not applicable to Sole Source Procurement, Single Source Procurement, Emergency Procurement, Cooperative Purchasing, and Real Estate Acquisition. <i>See</i> Article VII (Noncompetitive Procurements). Notwithstanding this exclusion, the Required Approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided in Article VII.			
**City Council approval is always required for purchases exceeding Fifty Thousand Dollars and 00/100 Cents (\$50,000.00) and if purchase is not within the annual budget.			





## 5.2 Purchasing Thresholds Described

- 5.2.1 Though competitive procurement may not be required under the applicable purchasing threshold, the Procurement manager may require the purchase to be competitively procured if he or she deems it necessary to best serve the interests of the City.
- 5.2.2 Small purchases may be made up to **\$1,000.00** without Quotes. Department Director may approve small purchases if within annual budget. The UD shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. The City Purchasing Card may be used in lieu of a Purchase Order if acceptable by the Vendor. In the event a Purchase Order is required, the UD must create a Requisition to generate a Requisition number Procurement manager for processing.
- 5.2.3 Purchases from **\$ 1,000.01 - \$4,999.99** will require a Requisition Form, Requisition Number, Purchase Order, and a minimum of three (3) written quotes. If after due diligence, the UD cannot reasonably find three (3) quotes, the Procurement manager can waive the quote requirement if presented with sufficient written justification from UD. The Department Director, Procurement manager, and Finance Director must approve the purchase. The Procurement manager shall issue a Purchase Order to the lowest, responsive, and responsible vendor quote submitted. The Procurement manager shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. If a contract is involved, it must be reviewed and approved by the City Attorney and may be executed by the City Manager or Mayor.
- 5.2.4 Purchases from **\$5,000.00 - \$49,999.99** will require a Requisition, Purchase Order, and a minimum of three (3) quotes via the informational solicitation method. *See Informal Solicitations, Article VI.* If after due diligence, the Procurement manager cannot reasonably find the required quotes/bids/proposals, the quote requirement may be waived if sufficient written justification is provided. The department director, Procurement manager, Finance Director, and City Manager must approve the purchase. The Procurement manager shall issue a Purchase Order to the lowest, responsive, and responsible Vendor Quote submitted. The Procurement manager shall attempt to obtain the Goods, Capital Assets, Services, Construction or Professional Services most advantageous to the City, price and other factors considered. If a contract is involved, it shall be reviewed and approved by the City Attorney and may be executed by the City Manager or Mayor.
- 5.2.5 Purchases of **\$50,000.00 and greater** will require a Requisition, Purchase Order, and formal solicitation. *See Formal Solicitations, Article VI.* The Department Director, Procurement manager, Finance Director, City Manager, and City Council must approve the purchase. If a contract is involved, it must be reviewed and approved by the City Attorney and executed by the Mayor.
- 5.2.6 *State/Federal Grants or Funds.* Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. *See Projects Using Federal Aid Highway*



Program (FAHP) Funding, Article VIII. Both federal and state procurement supersedes the purchasing requirements of the City when buying goods and services using federal or state grant monies. Departments should refer to the Federal Acquisition Regulations for guidance on specific federal procurement policies.

## ARTICLE VI

### COMPETITIVE PROCUREMENTS

#### 6.1 Informal Solicitations

6.1.1 Procurements that involve amounts less than \$50,000.00 do not require a formal sealed Bid/Proposal process. However, the processes used for this type of procurement will include as much competition as is consistent with the anticipated cost of the procurement and in the best interest of the City as determined by the Procurement manager or relevant Department Head, as appropriate. Purchases may not be artificially divided as to constitute an informal purchase, thereby circumventing the dollar limit requirement for competitive sealed bids/proposals.

6.1.2 Informal purchases are classified by two (2) categories:

- (a) Those that may be made directly by the UD (\$1,000 up to \$4,999.99 threshold). Each UD is granted the authority to handle purchases where the cost is less than \$5,000.00. Three (3) written quotations are required for purchases where the cost is \$1,000.00 or greater but less than \$5,000.00. Purchases may not be artificially divided in order to qualify for handling by the UD. Neither should this process be used for frequently recurring acquisitions that warrant volume purchases or Periodic Term Contracts.
- (b) Those that are required to be done through the central procurement office. The Procurement manager shall obtain Commodities and Services competitively through the Quotes solicitation method where the cost is \$5,000.00 to \$49,999.9. A minimum of three (3) quotations is required unless an adequate source supply is not available.

6.1.3 Requests for Informal Quotes are Informal Solicitations (“IS”) that are prepared and issued with the goal of obtaining competitive responses. IS shall be used for all purchases from \$5,000.00 to \$49,999.99 under the Quotes solicitation method, unless otherwise provided by this Policy. The steps outlined below to complete an IS will cover purchases delegated to UDs as well as those handled through the Procurement manager.

- (a) The UD prepares the Requisition, Requisition number, and develop specifications, scope of work, etc. for all Goods and Services being requested. Upon finalization of the specifications, prepare any documents required by the IS and sent to the Procurement manager for approval.
- (b) Use the Formal Solicitation Process if the Procurement manager deems it necessary to serve the best interests of the City.



- (c) The Procurement manager will prepare the Quote solicitation and send a copy to the identified Vendors.
- (d) *Public Notice.* The Procurement manager shall, at a minimum, post a copy of the Quote on the City's website, and provide any additional public advertisement if required by law.
- (e) The Procurement manager and UD shall evaluate the responses to the Quote for the lowest, responsive, and responsible submission. On or after the due date indicated in the Quote, the Procurement manager shall determine which quote best serves the City's interests. Tie informal Quotes shall be handled in the same way as tie formal Bids. A split or partial award may be given to the lowest cost provider of each item or reasonable grouping of items if:
  - (1) The Quote requires multiple Goods or Services;
  - (2) More than one Vendor provides a Quote that meets the specifications for the Goods or Services;
  - (3) A price comparison can be made between the Goods or Services; and
  - (4) An acquisition, delivery, and other requirements can be reasonably administered.
- (f) Amend the Requisition and include authorized approvals.
- (g) The Procurement manager shall prepare and issue Purchase Order or Contract, where appropriate.

## 6.2 **Formal Solicitations**

- 6.2.1 All purchases of \$50,000.00 or greater require a formal solicitation. The Procurement manager shall determine whether the method of formal solicitation is appropriate for the subject purchase. A Bid/Proposal Bond or Performance Bond may be required for any solicitation.
- 6.2.2 *RFBs* are prepared and issued with the goal of obtaining competitive sealed Bids and is used whenever possible as it allows for qualified, responsive Bidders to compete on the basis of price in the procurement of Goods, Capital Assets, Services, and Construction Services. The process to initiate and complete an RFB is outlined below:
  - (a) The UD prepares Requisition form and develops specifications, scope of work, etc. for all goods and services being requested.
  - (b) Upon finalization and approval of the specifications, the Procurement manager shall prepare any documents required for the RFB.



- (c) *Public Notice.* The Procurement manager shall advertise the RFB on the City's website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the RFB and shall be advertised a minimum of thirty (30) calendar days prior to the date set for bid opening, unless it can be demonstrated that an Emergency exists, pursuant to Article VII (Emergency Procurement). In such event, the requirement for public notice may be reduced by the Procurement manager.
- (d) *Correction/Withdrawal of Bids.* Correction or withdrawal of inadvertently erroneous Bids is permitted in accordance with the terms indicated within the RFB; however, minor irregularities may be waived by the Procurement manager. No Bid may be withdrawn for a period of ninety (90) calendar days after the time scheduled for Bid opening, or as otherwise stated in the RFB.
- (e) *Opening Sealed Bids.* Bids shall be opened publicly by the Procurement manager or the designee of the Procurement manager and at least one other witness at the time and place designated in the RFBs. All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet. Late bids will be rejected and returned unopened. Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*
- (f) *Evaluation of Bids.* Bids will be evaluated based on the qualification factors set forth in the RFB, which may include criteria to determine acceptability of Goods or Capital Assets (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose). Criteria for the acceptability of Goods or Capital Assets shall be used to determine whether particular Goods are responsive to the RFB, and not to determine the relative desirability between acceptable Goods or Capital Assets. The City reserves the right to waive any informalities or irregularities of Bids, to request clarification of information submitted in any Bid, to further negotiate with the Bidder selected for Contract award, or to reject any or all Bids for any reason whatsoever.
- (g) *Contracts.* The Bid may require a Contract. Once the proposed contract terms, exceptions, and/or modifications are reviewed and approved by the City Attorney, the Procurement manager may submit his or her recommendation and the proposed Contract to the City Council for approval and award.
- (h) *Award of Bids.* The Procurement manager shall conduct evaluative due diligence and submit his or her recommendation and proposed Contract to the City Council for approval and award. The Bid will be awarded, if an award is made, to the Responsible and Responsive Bidder offering the lowest price whose bid meets the requirements and criteria set forth in the RFB. The Contract shall be approved by City Council prior to execution and/or performance.
- (i) Upon the award of bid, the UD creates the PR number and Procurement manager shall prepare a Purchase Order or Contract, if appropriate.



- (j) *Split/Partial Awards.* Split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial Informal Solicitations.
- (k) *Tie Bids.* In the event two (2) or more identical Bids are received, the following procedure will be used when the basis of award is low bid:
- (1) A tie Bidder whose products are manufactured in Georgia would be recommended to the City Council for an award, over a Tie Bidder without products manufactured in Georgia. *See Article IX (1).*
  - (2) If the procedures in (i) above do not result in an award, then the tie Bidder who has environmentally preferable goods and services would be recommended to the City Council for an award. *See Article IX (2).*
  - (3) If the procedures in (i) and (ii) above do not result in an award, then to the extent permitted by law, a tie Bidder having an office within the limits of the City would be recommended to the City Council for an award over one without an office in the City. A Person within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.
  - (4) If the procedures in (i) through (iii) above do not result in an award, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by the Procurement manager or the designee of the Procurement manager. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.
  - (5) If all of the procedures above do not result in an award, then, the Procurement manager or the designee of the Procurement manager in the presence of at least two (2) witnesses will flip a coin one time. Award to the winner of the coin flip will be recommended to the City Council.
- 6.2.3 *RFPs.* When the Procurement manager determines the use of a RFB is not practical or advantageous because of existing market conditions or the type of items required, the City may procure Goods, Capital Assets, Services, or Construction Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited through the use of an RFP, with the goal of obtaining competitive responses. The process to initiate and complete RFP is outlined below:
- (a) The UD prepares Requisition form and develops specifications, scope of work, etc. for all goods and services being requested.
  - (b) Upon finalization and approval of the specifications, Procurement manager shall prepare any documents required for the RFP.



- (c) *Public Notice.* The Procurement manager shall advertise the RFP on the City’s website, at City Hall, and provide additional public advertisement if required by law. Said public notice shall include such details and specifications as will enable the public to know the extent and character of the RFP and shall be advertised a minimum of thirty (30) calendar days prior to the date set for opening proposals, unless it can be demonstrated that an Emergency exists, pursuant to Article VII. In such event, the requirement for public notice may be reduced by the Procurement manager.
- (d) *Correction or Withdrawal of Proposals.* Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.
- (e) *Opening Sealed Proposals.* Proposals shall be opened publicly by the Procurement manager, in the presence of one or more witnesses at the time and place designated in the RFP. A register of proposals is prepared that lists each Proposer's name. Late proposals will be rejected and returned unopened.
- (f) *Evaluation of Proposals.* The RFP will identify the criteria to be considered and evaluated as the basis of award. Proposals submitted by Responsible and Responsive Proposers are evaluated by the Procurement manager or the designee of the Procurement manager based upon the criteria applicable to the RFP. All proposals (or the most acceptable proposals in the discretion of any committee evaluating proposals) will be ranked in the order of their acceptability to the City, considering the criteria.
- (g) *Contract Award.* Once the proposed contract terms, exceptions, and/or modifications are reviewed and approved by the City Attorney, the Procurement manager may submit recommendation and the proposed Contract to the City Council for approval and award. The Contract award will be awarded, if award is made, by the City Council to the Responsive and Responsible Proposer whose proposal is determined, in the City’s exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP. Unless otherwise provided by law, the City has no obligation to award the Contract to the Proposer who proposes the lowest price.
- (h) *Public Access to Proposal Documents.* Interested persons shall have access to information regarding procurement transactions of the City in accordance with City policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.* All meetings of the City’s Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person’s claim that proprietary or trade secret information is contained therein. Unless otherwise provided herein, by submission to the City, Proposers waive any claim to the proprietary nature of submitted information. The Proposer may designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary, which, subject to the City’s reasonable determination, shall be redacted for purposes of the public agenda. Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same,



after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the Proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will decide. The decision to withhold or release the information will be at the City Attorney's sole discretion.

6.2.4 *RFQs* may be used if the Procurement manager determines that it is in the City's best interest to evaluate the experience and qualifications of a Service, Construction Service or Professional Service provider, prior to issuing the solicitation. The procedure for soliciting, opening, and evaluating statements of qualifications shall be the same as described herein for competitive sealed proposals (RFP). Such service providers whose qualifications meet the criteria established in the RFQ, at the sole discretion of the City will be eligible to participate in the issuance of a solicitation for the Goods or Services relative to the pre-qualification.

6.2.5 *Pre-qualification process* shall be mandatory for Public Works Construction Contracts governed by O.C.G.A. 36-91-20. The Procurement manager is authorized to determine if a process for mandatory pre-qualification for competitive sealed Bids/Proposals is appropriate for the procurement of a particular Commodity or Services, subject to these requirements:

- (a) Criteria for pre-qualification shall be reasonably related to the project or the work quality.
- (b) Criteria for pre-qualification shall be available to any prospective Bidder requesting such information.
- (c) There shall be a method of notifying prospective Bidders of the criteria for pre-qualification.
- (d) There shall be a procedure for a disqualified Bidder to respond to his or her disqualification to the Director; however, such procedure shall not include a formal appeal or protest.

No Bid/Proposal shall be eligible for consideration from a prospective Bidder who has not been pre-qualified on the procurement in question where the RFB or the RFP specified that pre-qualification would be mandatory, and any non-compliant Bid/Proposal received shall be returned to the prospective Bidder unopened.

6.2.6 *Multi-step RFQ Solicitation*. The City may initiate the multi-step solicitation process described below when: (1) the Procurement manager determines it is impractical to prepare an adequate or complete description of the Goods, Capital Assets, Services or Construction Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.); (2) the Procurement manager desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services; or (3) the Procurement manager determines



that a multi-step process would best serve the City’s interests. The City may request that priced proposals be submitted in two (2) separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the City will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The City may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the City conducts interviews with Proposers, the City is not required to interview any Proposers deemed by the City to be unqualified or less qualified than other Proposers. After establishing a field of qualified or most qualified Proposers, the City will open the pricing envelopes of only the qualified or most qualified Proposers and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered, or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of Proposers the most advantageous proposal, price and other factors considered.

### **6.3 Solicitations Requiring Public Notice in the Georgia Procurement Registry (GPR)**

- 6.3.1 The GPR is the state’s central bid registry established by the Department of Administrative Services (DOAS) and managed by the agency’s State Purchasing Division (SPD). The GPR provides for the advertising of bid opportunities by state and local governments to ensure transparency and offer market competition.
- (a) The City shall advertise all Bid/Proposal opportunities for **Goods, Services, or both** that are valued at **\$50,000.00 or more** in the GPR for a minimum of thirty (30) calendar days prior to the date set for opening bids/proposals. Each advertisement shall include such details and specifications as will enable the public to know the extent and character of the bid or proposal opportunity. *See* O.C.G.A. § 36-80-27.
  - (b) The City shall advertise all contract opportunities for **public works construction** that are valued at **\$50,000.00 or more** in the GPR for at least four (4) continuous calendar weeks prior to the opening of the sealed bids or proposals, unless otherwise provided by O.C.G.A. § 36-91-20.
  - (c) The Procurement manager may adopt procedures requiring additional bid or proposal opportunities to be advertised on the GPR.





## ARTICLE VII

### NON-COMPETITIVE PROCUREMENTS

#### 7.1 General

- 7.1.1 The provisions of this Policy Article shall apply to the procurement of Goods, Capital Assets, Services, Construction Services or Professional Services, when the Procurement manager determines that competitive procurement is not practical, feasible, or possible. Notwithstanding any other provision, any Contract or subcontract entered into by the City with any Person for the construction, reconstruction, or maintenance of all or part of a public road in the City including, but not limited to, a Contract or subcontract for the purchase of materials, for the hiring of labor, for professional services, or for other things or services incident to such work, shall be entered into in accordance with O.C.G.A. § 32-4-114. In most cases, this Policy recognizes four (4) non-competitive procurement methods and the conditions under which each method shall be used. The Procurement manager shall make the determination of the type of method selected.

#### 7.2 Sole Source Procurement

- 7.2.1 The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services pursuant to a Sole Source Procurement. Sole Source Procurement is available when Goods, Services, or Professional Services are available from only one (1) Vendor that can fill requirements for the intended use. Single Source Procurement may be used for compatibility with equipment for repair purposes, or for compatibility with existing systems. Standardization may require a single source procurement, depending upon the intended use. Standardization, which is either established as a result of past procurement(s) or by approval of the City Manager, can be a satisfactory justification for a sole/single source. See **Appendix C**. For each instance in which the use of Sole Source Procurement is proposed, the UD must complete the Non-Competitive form and provide to the Procurement manager a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied. The Procurement manager may authorize the use of Sole Source Procurement only if he/she determines that such use fully complies with the requirements stated herein.

#### 7.3 Emergency Procurement

- 7.3.1 The City may acquire Goods, Capital Assets, Services, Construction Services or Professional Services by directly negotiating an award in the event of an Emergency. An Emergency exists when a situation occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety, or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency also exists if a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e., Good, Services, or Professional Service) is essential to comply with regulatory requirements. The City Manager shall make the determination when an Emergency



exists. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.

- 7.3.2 When the need for an emergency purchase occurs during normal working hours, the UD must complete a Non-Competitive form and provide to the Procurement manager a written report that identifies the specific reasons justifying such use and shows the requirements stated herein are satisfied to obtain approval from the City Manager or his designee. If an Emergency situation should arise after office hours which requires immediate action on the part of the agency involved for the protection of the best interest of the City or if a like situation arises on a weekend or holiday and when it is not possible or convenient to reach the City Manager or Procurement manager, any purchase necessary shall be made by the official in charge of such department or agency, and such purchase reported to the Procurement manager within twenty-four (24) hours.
- 7.3.3 As soon as practicable, a record of each Emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the Contract file. Moreover, written determination of the basis for declaring the Emergency and for the selection of the particular Person for the provision of Goods, Capital Assets, Services, Construction Services or Professional Services shall be included in the Contract file. If the cost of the procurement is \$50,000.00 or more it will require ratification by City Council at the next meeting following the emergency procurement.

#### 7.4 **Cooperative Purchasing**

- 7.4.1 The City may acquire Goods, Capital Assets and Services by from a Vendor having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for Goods, Capital Assets or Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts. The sponsoring entity, whether federal, state, or local must have performed a competitive procurement process and entered into a contract that stipulates allowance for other governmental entities to purchase from the Vendor at the same price and under the same terms and conditions as extended to it. If such arrangement has not been made a part of the contract, written permission from the sponsoring entity and the awarded Vendor must be obtained. Documentation to substantiate this decision will be maintained by the Procurement manager. Prior to making any purchase, the Procurement manager shall obtain approval from all necessary parties pursuant to the applicable purchasing threshold.
- 7.4.2 *Use of State/Co-Op Contracts.* The Procurement manager may procure supplies, services or construction items through the Contract established through competitive means by the purchasing division of the State of Georgia, national Co-Ops (i.e.-U.S. Communities), and collaborative purchasing agreements with other local governments when deemed to be in the best interest of the City.



## 7.5 Real Estate Acquisitions<sup>1</sup>

- 7.5.1 *Compliance with applicable provisions.* All real estate acquisition activities shall conform to applicable federal, state (e.g. O.C.G.A § 36-80-18 and O.C.G.A § 36-60-13) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.
- 7.5.2 *Confidentiality.* The City Council and City staff shall maintain the confidentiality of potential and on-going real estate acquisitions and related information subject to the provisions of the Open Meetings and Open Records Acts.
- 7.5.3 *Formal Approval.* All real estate transactions shall be formally approved by the City Council in a public meeting prior to the City entering a sales contract. This shall not interfere with the City Council's ability to discuss same and negotiate terms in Executive Session subject to the requirements of the Open Meeting and Open Records Acts.
- 7.5.4 *Appraisals.* For any piece of real estate, for which a sales contract has been signed, the City will conduct at least one appraisal by an independent third-party who holds the Member of the Appraisal Institute (MAI) membership designation.
- 7.5.5 *Land Acquisition Procurement Process.*
- (a) City staff will investigate/identify properties for purchase that generally meet an approved strategy. Furthermore, land purchased with a specific funding source will only be used for such purposes anticipated and/or authorized. If the City determines the land cannot be used for its intended purpose, the City may dispose of the property in a manner consistent with Georgia law and funds raised through the sale of the property will be used for future land purchases consistent with the purposes authorized.
  - (b) City staff may work with a Real Estate broker to gather information and make site visits related to properties under consideration for acquisition.
  - (c) City staff will regularly brief the City Council in Executive Session on properties the City is considering purchasing to receive direction on "terms and price".
  - (d) City staff will negotiate "Letters of Intent" with landowners on properties the City Council has provided staff with direction on "terms and price".
  - (e) City staff will conduct due diligence on the real estate to be purchased including at a minimum but not limited to: (i) Environmental testing (Phase I required, Phase II and specialized testing if warranted); (ii) Production of an ALTA survey of the property; (iii) Production of a MAI appraisal of the property; (iv) Complete title work on the property; and (v) Other reasonable due diligence activities as warranted.

<sup>1</sup>Reference Note- See O.C.G.A. § 36-37-1 et seq. for provisions governing the disposition of municipal property or acceptance of gifts, grants, or donations of property.



- (f) City staff will present the findings of the due diligence on the property to be purchased in executive session and may request a Resolution from the City Council authorizing the City Manager to execute any and all closing documents to complete the purchase of the property.

## ARTICLE VIII

### PROJECTS USING FEDERAL AID HIGHWAY (FAHP) FUNDING

#### 8.1 Requirements

- 8.1.1 The City shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. § 112(b)(2)(A) and 23 CFR § 172.5(a)(1)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. § 1101 *et seq.*, commonly referred to as the Brooks Act. *See Appendix A.*

## ARTICLE IX

### PREFERABLE GOODS AND SERVICES

#### 9.1 Preference for Products Manufactured in Georgia

- 9.1.1 When contracting for or purchasing supplies, materials, equipment, or agricultural products, excluding beverages for immediate consumption, the City shall give preference, as far as may be reasonable, economical, and practicable, to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in the State of Georgia. Such preference shall not sacrifice quality.
- 9.1.2 In determining whether such a preference is reasonable in any case where the value of a Contract for or purchase of such supplies, materials, equipment, or agricultural products exceeds \$100,000.00, the City shall consider, among other factors, information submitted by the Bidder which may include the Bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a Bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced Goods. Any such estimates shall be in writing. The City shall not divide a contract or purchase which exceeds \$100,000.00 for the sole purpose of avoiding these requirements.



## 9.2 Environmentally Preferable Goods and Services

9.2.1 In determining which Goods, Capital Assets and Services to purchase, the City shall integrate environmental factors into the City's procurement decisions, when available and commercially practicable in the reasonable discretion of the UD. Whenever possible or practicable, the City shall:

- (a) Purchase copy, computer, and fax paper with at least thirty percent (30%) post-consumer recycled content;
- (b) Purchase non-emergency fleet vehicles that provide the best available net reduction in vehicle fleet emissions including, but not limited to, the purchase of alternative fueled and hybrid vehicles;
- (c) Consider purchasing lower emission emergency fleet vehicles with comparable specifications for performance, safety, and fuel availability during emergencies as conventionally powered emergency fleet vehicles;
- (d) Purchase at least Energy Star rated equipment and appliances for use in local government facilities when practicable based upon considerations of Life Cycle Costs;
- (e) Purchase water-saving products, including WaterSense labeled, whenever practicable, including but not limited to, high performance fixtures such as toilets (1.28 gallons per flush or less), urinals (0.5 gallons per flush or less), low-flow faucets (1.5 gallons per minute or less), aerators, and upgraded high-efficiency irrigation systems;
- (f) Replace disposable with re-usable, recyclable, or compostable Goods;
- (g) Consider Life Cycle Cost Assessment; and
- (h) Evaluate, as appropriate, the environmental performance of Vendors in providing Goods and Services.

9.2.2 The analysis to determine environmentally preferable Goods and Services may include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal of products, or service delivery. Specifically, factors that should be considered by the UD when determining that Goods have environmentally preferable attributes include, but are not limited to:

- (a) Minimization of virgin, unrecycled material used in Goods;
- (b) Maximization of recycled materials used in Goods;
- (c) Life cycle economics of Goods and Services;
- (d) Reuse of existing Goods or materials in Goods;



- (e) Recyclability, biodegradability and composability of Goods;
- (f) Minimization of packaging;
- (g) Reduction of energy and fuel consumption;
- (h) Reduction of water consumption;
- (i) Toxicity reduction or elimination;
- (j) Durability and maintenance requirements; and
- (k) Ultimate disposal of the Goods.

## ARTICLE X

### PROTESTS, SUSPENSION, AND DEBARMENT

#### **10.1 Right to Protest**

10.1.1 Any actual Bidder or Proposer who is aggrieved in connection with the formal solicitation or award of a Contract, with the exception of real estate solicitations, may protest to the City. Protestors shall seek resolution of their protests/complaints initially with the City Manager.

#### 10.1.2 *Timeliness.*

- (a) Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three (3) business days of the submission of the Bid/Proposal.
- (b) Protests arising from factual or legal basis the protestor knew or should have known subsequent to the date the Bid/Proposal was submitted must be submitted within ten (10) business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten (10) business days after the Contract Award.
- (c) Untimely protests are invalid and shall be denied as such.

10.1.3 *Contents of Protest.* The protest shall, at a minimum, be in writing and include the following information:

- (a) Identity and contact information of protestor;
- (b) Appropriate identification of the subject solicitation or award;
- (c) Detailed statement of the legal and factual grounds of the protest;



- (d) Documentation supporting the protest and/or allegations;
  - (e) Statement of the specific relief requested; and
  - (f) Signed by an officer or person authorized to sign contracts on behalf of the protestor.
- 10.1.4 *Submission of Protests.* All protests shall be submitted to the City Manager via registered mail, overnight delivery, or hand delivery with a courtesy copy via electronic mail.
- 10.1.5 *Protest Resolution.* If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement manager. The Procurement manager's response will be returned to the City Manager within seven (7) business days of the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement manager.
- 10.1.6 *Decision on Protest.* The City Manager shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager will advise the protestor within the initial ten (10) business days of the additional amount of time required to render a decision.
- 10.1.7 *Appeals.* Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) business days of receipt of the decision.
- (a) *Hearing.* The City Manager shall set a hearing date before City Council not more than thirty (30) calendar days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided with a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo but shall be of an appellate nature.
  - (b) *Decision.* Within seven (7) business days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy to the protestor(s) by registered mail.
  - (c) *Finality.* A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.
- 10.1.8 *Stay of Procurement.* In the event a protest complies with subsections (1) through (3) above, the Procurement manager shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney decides that the award of the contract without delay is necessary to protect the interests of the City.



## 10.2 Suspension and Debarment

10.2.1 *Authority to Suspend or Debar.* After reasonable notice to the Person involved and reasonable opportunity for that Person to respond, the Procurement manager shall have the authority to initiate proceedings to suspend or debar a Person from doing business with the City. The City Manager shall have the authority to order suspension or debarment as provided herein.

10.2.2 *Causes for Suspension or Debarment.* The causes for suspension or debarment include:

- (a) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contractor subcontract, or in performance of such contract or subcontract;
- (b) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor;
- (c) Conviction of state or federal antitrust statutes arising out of the solicitation and submission of bids or proposals;
- (d) Violation of contract provisions of a character which is regarded by the Procurement manager to be so serious as to justify suspension action, which includes but is not limited to the following:
  - (1) Failure to perform in accordance with the specifications within a time limit provided in a city contract;
  - (2) A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Person shall not be considered to be a basis for suspension; or
  - (3) Falsification of any documents.

10.2.3 *Initiation of Suspension or Debarment Action.* When the Procurement manager receives information from any source concerning a cause for suspension or debarment, he or she will promptly investigate the matter. If the Procurement manager finds cause that suspension or debarment is warranted, the Procurement manager shall prepare a written determination detailing the grounds for and length of the proposed suspension or debarment. Written notice of a proposed suspension or debarment action shall be sent by registered mail to the Person subject to the action and shall also be sent to the City Manager and City Attorney.

10.2.4 *Review of Proposed Suspension or Debarment.* Within fifteen (15) business days of receiving said notice, the Person subject to the action shall submit any and all responsive records or documents in defense of the proposed suspension or debarment to the City Manager. Failure to submit a timely written response shall result in a waiver of review.





- 10.2.5 *Final Decision.* After consultation with the City Attorney, the City Manager shall issue a final decision, which shall adopt, amend, or reject the proposed suspension or debarment. When suspension or debarment is ordered, the length of the suspension or debarment, the reasons for such action and to what extent affiliates are affected shall be set forth in writing and sent by registered mail to the Person subject to the action.
- 10.2.6 *Effect of Suspension or Debarment.* A suspension or debarment decision shall take effect upon issuance and mailing of written notice of such decision to the Person subject to the action. After the suspension or debarment takes effect, the Person shall remain suspended or debarred until the period specified in the decision expires.
- 10.2.7 *Duration of Suspension/Debarment.* Suspensions shall be for a period not to exceed one hundred and twenty (120) calendar days. Debarment shall be for a period not to exceed three (3) calendar years, unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds. In such event, the debarment shall be for a period not to exceed seven (7) calendar years.
- 10.2.8 *List of Suspended/Debarred Persons.* The Procurement manager shall create and maintain a list of all suspended and debarred Persons. All departments shall be routinely supplied with said list.

### **10.3 Responsibility of Bidders**

- 10.3.1 *Determination of Non-responsibility.* If a Bidder who otherwise would have been awarded a contract is found to be non-responsible, a written determination of non-responsibility shall be prepared by the Procurement manager. A copy of the determination shall be made part of the contract and vendor performance files.
- 10.3.2 *Vendor Performance Rating.* The Procurement manager is authorized to establish a Vendor performance rating system for use in eliminating those Vendors who fail to perform or perform unsatisfactorily. Rating system may be used for evaluation and award of Bids.
- 10.3.3 *Penalties for Non-Performance.* The Procurement manager shall establish penalties for nonperformance for delivery failures or default in contract.

### **10.4 Ineligible Source List**

- 10.4.1 The following persons or entities shall be placed on an ineligible source list pursuant to the provisions of this Article for a reasonable period not to exceed three (3) calendar years, based upon the recommendation of the Procurement manager and the approval of the City Manager:
- (a) Any person or entity that submits a Bid/Proposal in bad faith; or
  - (b) Any person or entity that willfully or repeatedly breaches a contract with the City; or
  - (c) Any person or entity that repeatedly refuses to accept a bid or proposal award; or



- (d) Any person or entity that has established a pattern or practice of illegal or immoral business practices; or
- (e) Any person that has been convicted of a crime involving moral turpitude within the past; or
- (f) Any person or entity that is owned, controlled or managed, in whole or in part, by any other person described in (a) through (e) above.

10.4.2 All persons on the ineligible source list shall be notified and receive an opportunity to challenge the decision to the City Manager. The City Manager shall have the sole discretion to render final judgment.

## ARTICLE XI

### PROPERTY DISPOSAL

#### 11.1 Compliance with Applicable Regulations

11.1.1 The disposal of municipal property shall conform to applicable federal, state (*e.g.* O.C.G.A § 36-37-6) and local laws and regulations and shall be subject to the provisions of the City Code of Ethics.

#### 11.2 Excess, Surplus, and Obsolete Materials

11.2.1 It shall be the duty of the UD to report all excess, surplus or obsolete materials to the Procurement manager. At this point, the Procurement manager will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid, or destroyed. For property over \$4,999.99 in the aggregate or \$1,000.00 individually, the City Council shall approve the request to have the property declared surplus. For other property, the Procurement manager shall present a list to the City Manager for approval.

- (a) *Transfer or Re-use.* The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.
- (b) *Trade In.* In replacing obsolete equipment, it may be financially advantageous to trade in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that award may be made either way.
- (c) *Sale.* Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale to the highest responsible bidder either by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as



www.Govdeals.com or similar websites. The consolidated list will be submitted to City Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an “AS IS/WHERE IS” basis. Sealed bids will be opened at the time and place announced with the City, retaining the right to reject any and all. A tabulation of all bids received shall be available for public inspection following the opening of all bids. Said bids shall be retained and kept available for public inspection for a period not less than sixty (60) calendar days from the date the bids were opened.

- (d) *Public Notice of Sale.* For the sale of personal property with an estimated value exceeding \$500.00, the City shall cause legal notice to be published in the official legal organ or newspaper of general circulation not less than fifteen (15) calendar days but no more than sixty (60) calendar days preceding the day of the auction or the last day for the receipt of bids/proposals. The notice shall include a general description of the property to be sold.
- (1) The notice for sale by auction shall also contain the conditions of the proposed sale and shall state the date, time, and place of the proposed sale.
  - (2) The notice for sale by sealed bids shall also contain an invitation for proposals and shall state the conditions of the proposed sale, the address at which bid blanks and other written materials connected with the proposed sale may be obtained, and the date, time, and place for the opening of bids.



## APPENDIX A

In accordance with the requirements of the Brooks Act, (40 U.S.C. § 1101 *et seq.*), the following competitive negotiation procedures shall apply to City procurements for architectural, engineering, and related design services when Federal Aid Highway Program (FAHP) funds are involved in the project:

### A. Solicitation

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

### B. Request for Proposal (RFP)

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

1. Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
2. Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
3. Identify evaluation factors including their relative weight of importance in accordance with sections C and D;
4. Specify the contract type and method(s) of payment to be utilized;
5. Identify any special provisions or contract requirements associated with the solicited services;
6. Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
7. Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants



to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

### **C. Evaluation Factors**

Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

The following non-qualifications-based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

1. A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
2. The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26.

### **D. Evaluation, Ranking, and Selection**

1. Consultant proposals shall be evaluated by the City based on the criteria established and published within the public solicitation.
2. While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.



3. Following submission and evaluation of proposals, the City shall conduct interviews or other types of discussions to determine three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussions may be written by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.
4. From the proposal evaluation and any subsequent discussions which have been conducted, the City shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.
5. Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
6. The City shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant in accordance with the provisions of 49 CFR 18.42.

**E. Negotiation**

1. Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensure the consultant services are obtained at a fair and reasonable cost.
2. If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).
3. The City shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42.

**F. Small Purchases**

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed, and the total contract costs do not exceed an established simplified acquisition threshold. The City may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply



to the use of FAHP funds as allowed by Federal law. The following additional requirements shall apply to the small purchase procurement method:

1. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.
2. A minimum of three (3) consultants are required to satisfy the adequate number of qualified sources reviewed.
3. Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.
4. The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

**G. Noncompetitive**

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

1. The City may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.
2. The City shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.
3. Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:
  - i. The service is available only from a single source;
  - ii. There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
  - iii. After solicitation of a number of sources, competition is determined to be inadequate.
4. Contract costs may be negotiated in accordance with the City noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.



## H. Additional Procurement Requirements

### 1. *Common Grant Rule.*

- i. The City must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).
- ii. When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the City must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

### 2. *Disadvantaged Business Enterprise (DBE) program.*

- i. The City shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City's FHWA approved DBE program through either:
  - a. Use of an evaluation criterion in the qualifications-based selection of consultants; or
  - b. Establishment of a contract participation goal.
- ii. The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

### 3. *Suspension and Debarment.* The City must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.





## APPENDIX B

### A. Authority

The Georgia General Assembly established guidelines and penalties into the Official Code of Georgia Annotated (“O.C.G.A.”) which provides that no municipal corporation shall issue government purchasing cards or government credit cards to elected officials on or after January 1, 2016, until the governing authority of the municipal corporation, by public vote, has authorized the issuance and has promulgated specific policies regarding the use of such government purchasing cards or government credit cards for elected officials of such municipal corporation.

### B. Purpose

The purpose of this policy is to set requirements and standards for the City of Forest Park, Georgia Purchasing Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for elected officials using such purchasing cards. At no time should a city issued purchasing card or credit card be used for personal purchases regardless of the circumstances. Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to such official’s public duty may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a government purchasing card or government credit card must be in accordance with these guidelines and with state law.

### C. Scope

This purchasing card policy, as required by state law under O.C.G.A. § 36-80-24(c), applies to the use of government purchasing cards or government credit cards used by elected officials authorized to be issued such government purchasing cards or government credit cards. The following list of officials are authorized by the governing authority of the City to use such government purchasing cards or government credit cards and must abide by all of the applicable state laws and this purchasing card policy: (1) Mayor; (2) City Councilmembers; (3) City Manager; (4) Finance Director; and (5) Procurement manager

### D. Public Inspection

In accordance with O.C.G.A. § 36-80-24(c) any documents related to purchases using government purchasing cards / credit cards incurred by elected officials shall be available for public inspection.

### E. Transaction Limits

Transaction limits are hereby established to ensure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each card must be less than \$1,000.00. The established monthly card limit is based upon the city’s budgetary constraints and is not to exceed \$5,000.00



per month. Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum.

**F. Purchasing Restrictions**

1. Elected Officials may not use a government purchasing card or government credit card for the following:
  - i. Any purchases of items for personal use.
  - ii. Cash refunds or advances.
  - iii. Any transaction amount greater than the transaction limits set for by this policy.
  - iv. Items specifically restricted by this policy, unless a special exemption is granted by the municipal governing authority.
  - v. Alcohol or liquor of any kind. Such purchases should not be made with the purchasing card and may not be reimbursed by the city.
  - vi. Purchases or transactions made with the intent to circumvent the city purchasing policy, transactional limits, or state law.
2. Elected Officials may use government purchasing cards or government credit cards to purchase goods and/or services not prohibited by this policy or state law. Such purchases include, but are not limited to:
  - i. Purchases of items for official city use which fall within the transactional restrictions of this policy.
  - ii. Purchase of lodging, fuel, food, non-alcoholic beverages, or education and training materials while on city business.
  - iii. Emergency purchases necessary to protect city property.



## APPENDIX C

### SOLE SOURCE JUSTIFICATION FORM

Complete this Sole Source Justification form (“Form”) for contracts with a value greater than \$5,000.00 (for all funds) where competition may be restricted or where multiple proposals were not obtained. Completing this form does not guarantee that the proposed vendor will be selected. The Procurement manager / City Manager may require additional information. It is the requestor’s responsibility to provide all the required information and documentation indicated on this Form.

Requesting Department Name: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

#### **Explanation for Sole Source**

Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a sole source purchase. **ANY** selection requires explanation in the additional space provided.

- 1. Items sold through Vendor only; no other comparable Vendor available.
- 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- 5. Service(s) provided by the Vendor are unique and therefore competitive bids are not applicable as clearly detailed below.
- 6. Other Vendors available, but do not meet end user requirements as clearly detailed below.
- 7. Competitive bidding is possible but will not yield value for reasons clearly defined below.
- 8. Other reason.

Explanation for section (A) is required for **ANY** selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular Vendor. This must clearly indicate why the proposed Vendor is the **ONLY** Vendor that will meet your requirements. (Please attach documents if additional space is required).



<b>End user explanation:</b>	<b>Facilities Contracts Attestation:</b>
	<i>I agree with the explanation provided for the following reason(s):</i>

**Establishment of the Reasonableness of the Price**

Select one or more of the following statements (check the box) to indicate why you feel the accepted non-competitive price was fair and reasonable. **ANY** selection requires explanation in the additional space provided.

- 1. The quoted prices compare favorable to market prices, or to previous prices obtained and found to be fair and reasonable, which were paid for the same or similar items on:  
Date: \_\_\_\_\_ Contract No.: \_\_\_\_\_
- 2. The Vendor has certified that the prices offered are equal to or lower than those offered to any government agency or private institution for both like items/services and quantities. (Includes published educational discounts).
- 3. Independent sources indicate that this price is reasonable (i.e. Public Contracts, etc.)
- 4. Other reason.

Explanation for section (B) is required for **ANY** selected statement. Information provided might include a catalogue price page, pricing for similar products or other price comparison information gathered to justify price reasonableness.

*Please attach any additional justification that would support the above explanations.*



I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone # \_\_\_\_\_

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Procurement Manager's Attestation:

- Justification appears appropriate.
- Justification appears inappropriate. Department representative has been advised the status of the order. Explanation is attached.

*Procurement Manager's Approval* \_\_\_\_\_

*Date* \_\_\_\_\_



## APPENDIX D



Item #9.



## CITY OF FOREST PARK PURCHASE REQUISITION FORM

**For purchases valued \$1,000 and up**

*This form must be completed prior to creating a Purchase Order*

<b>Department :</b>	<b>Date:</b>	<b>Requisition Number:</b>
<b>Prepared By:</b>		

Explanation
This Requisition is for:
<input type="checkbox"/> Services
<input type="checkbox"/> Goods
<input type="checkbox"/> Public Works Construction
<input type="checkbox"/> Other _____
Justification for Request:
See attached _____ page(s) or _____ line item(s) and attached specifications _____ pages

Budget	
Attach proof of available funds and provide the following:	
Budget Line Item:	
Funds Available:	Cost of goods or services:

**Vendor**  
*New vendors must complete the Vendor/Supplier Information Form and provide a w-9 and E-Verify Affidavit.*

Select whether vendor is a new or current vendor of the City and provide the following:	
<input type="checkbox"/> New <input type="checkbox"/> Current	Vendor Name: _____
Current Vendor Number: _____	
If Statewide Contract, provide the following: (Attach one quote. Three quotes are not needed)	
Statewide Contract ID number: _____	
If Requisition is replacing a current Contract, provide the following:	
Current Contract Number: _____	Contract Expiration Date: _____

**Solicitation**  
*Complete this section only if a formal bid or RFP advertisement is needed.*

Also attach Solicitation Request Form	
Estimated cost of goods or services:	
Is cooperative purchase option available?	
Date goods or services are needed:	

**Signatures**

<b>Department Head Authorization:</b>		<b>Date:</b>	
<b>Purchasing Authorization:</b>		<b>Date:</b>	
<b>Finance Director:</b>		<b>Date:</b>	
<b>City Manager:</b>		<b>Date:</b>	

**Instructions:**

1. Complete requisition form in its entirety. *(No previous versions of the Requisition Form will be accepted)*
2. Attach 3 quotes (or justification if 3 quotes could not be obtained) and proof of budgeted funds.
3. Have New Vendors to send Vendor Registration Form, W-9, and E-Verify forms **directly** to [procurement@forestparkga.gov](mailto:procurement@forestparkga.gov) for issuance of an assigned Vendor #.
4. Enter Requisition form and additional documents to ASANA and assign to the designated Procurement Officer.
5. Once a fully signed requisition form has been returned to you with the valid PO # then proceed with purchase.
6. Once goods and/or services are received, submit Invoice and PO # to Accounts Payable (copy Procurement) for payment.

**Please complete, sign, and return Requisition Form along with all required documents to ASANA and assign to the designated Procurement Officer**  
**PO # will not be approved and Invoice will not be paid if not completed properly.**







**APPENDIX E**  
**PURCHASING CARD POLICY**



Item #9.

STATE OF GEORGIA  
CITY OF FOREST PARK  
COUNTY OF CLAYTON

ORDINANCE 2024-\_\_\_\_

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FOREST PARK, GEORGIA TO AMEND TITLE 3 (FINANCE) CHAPTER 1 (PROCUREMENT) IN THE CITY'S CODE OF ORDINANCES AND TO ADOPT A NEW COMPREHENSIVE PURCHASING POLICY MANUAL; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

**WHEREAS**, the duly elected governing authority of the City of Forest Park, Georgia (the "City") is the Mayor and City Council thereof; and

**WHEREAS**, section 36-35-3 of the Official Code of Georgia Annotated (O.C.G.A.) provides cities the power to adopt clearly reasonable ordinances, resolutions or regulations relating to the cities' property and affairs; and

**WHEREAS**, the City Council finds it necessary to adopt a new comprehensive purchasing policy and amend related ordinances to reflect the new policies.

**Section One.** The text codified in Title 3 (Finance), Chapter 16 (Procurement) in the Code of Ordinances of the City of Forest Park, Georgia is hereby amended to be read and codified as set forth in **Exhibit A** attached hereto and incorporated herein.

**Section Two.** The Purchasing Policy Manual as set forth in **Exhibit B** attached hereto and incorporated herein is hereby adopted and shall take effect on December 1, 2024.

**Section Three.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section Four.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section Five.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

**Section Six.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

**Section Seven.** The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

**Section Eight.** The City Clerk, with the concurrence of the City Attorney, authorized to correct any scrivener’s errors found in this Ordinance, including any exhibits, as enacted.

**ORDAINED** this 21st day of October, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, Mayor

**ATTEST:**

\_\_\_\_\_ (SEAL)  
Randi Rainey, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

# **EXHIBIT A**

## **CHAPTER 1. PROCUREMENT**

### **Sec. 3-1-1. Scope.**

This chapter shall govern all acquisitions and dispositions by the City of Forest Park of commodities, equipment and services and all related contracts and agreements including those that may generate revenue.

### **Sec. 3-1-2. Application of federal and state law.**

It is intended that this chapter shall conform to all applicable provisions of the laws of the United States and of the State of Georgia, and the provisions hereof shall be so construed wherever possible. In the event any portion of this chapter shall be declared invalid for its failure to conform to state or federal law, such invalidity shall not affect the remaining portions hereof. Notwithstanding any other provision of this chapter, the city may enter into any contract, follow any procedure, or take any action that is otherwise at variance with this chapter if necessary or convenient to receiving funds from the government of the United States or the State of Georgia.

### **Sec. 3-1-3. Public access to procurement information.**

Interested persons shall have access to information regarding procurement transactions of the City of Forest Park in accordance with city policy and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

### **Sec. 3-1-4. Purchasing Policy Manual.**

The procurements of the City shall be governed by a purchasing policy manual ("Manual") as adopted from time to time by the City Council via ordinance. The Procurement Manager shall maintain a copy of the current Manual, which shall be made available to the public upon request in accordance with Sec. 3-1-4. All amendments to the Manual shall be approved by the City Council, with the exception of non-substantive changes and revisions to purchasing procedures, which are subject to the discretion of the Procurement Manager.

**EXHIBIT B**

**Purchasing Policy Manual**

[ATTACHED]







CITY OF  
**FORESTPARK**

# **Purchasing Card Policy**

**City of Forest Park, Georgia**

Adopted by Mayor and Council on **mm-dd-2024**

## I. Program Overview and Purpose

The purpose of the Procurement Card (P-Card) Program is to establish a faster, more cost-effective method for authorized employees to make purchases of supplies, materials, equipment, and services for City business use. The program streamlines payments by reducing the administrative burdens and costs associated with traditional methods of payment.

The City of Forest Park P-Card Policy establishes minimum standards for use of the P-Card in order to ensure compliance with purchasing policies and procedures. **The City of Forest Park Procurement Code Ordinance and all related policies and procedures apply to the use of the P-Card. The P-card serves as a means of payment, not as an alternative to the City's purchasing policies and procedures.**

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In 2015, the Georgia General Assembly established penalties into the Official Code of Georgia Annotated (O.C.G.A. § 16-9-37) regarding the misuse of government p-cards.

(b) Any person who has been issued or entrusted with a financial transaction card by a government for specifically limited and specifically authorized purposes, provided such limitations and authorizations are in writing, and who uses the financial transaction card in a manner and for purposes not authorized shall be punished as provided in subsection (b) of Code Section 16-9-38.

Code Section 16-9-38 specifies that “a person subject to punishment under this subsection shall be guilty of a felony and shall be punished by a fine of not more than \$5,000.00 or imprisonment for not less than one year nor more than three years, or both.”

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Under this program, the P-Card is the only authorized card for use by city employees. P-Cards can only be used for official City of Forest Park business. Cards must be surrendered and accounts closed upon termination of employment for any reason or upon demand by The City of Forest Park.

All City Departments will designate one P-card Liaison to serve as the primary point of contact with the Finance Department. Departments should also ensure that a Backup Liaison is designated and ~~that~~ P-card Liaisons will also be responsible for the administration of the P-card Program within their respective department, including card administration, account maintenance and monthly billing statement reconciliation.

## II. Use of P-Card for Personal Purchases Prohibited

Under no circumstances is a cardholder permitted to use the P-Card for personal purchases. Personal purchases are defined as the purchase of goods or services intended for non-work related use or for use other than official City business. Cardholders that unintentionally violate this rule shall notify the Department Liaison, complete the required documentation, and reimburse the City immediately. Unintentional violations of this rule shall be subject to the Progressive Discipline Guidelines noted later in this policy.

If a violation is determined to be intentional, the cardholder shall be subject to disciplinary action, up to and including termination from City employment and criminal prosecution.

Any person who knowingly, or through willful neglect, approves personal or fraudulent purchases shall be subject to the same disciplinary actions as the cardholder.

## III. Program Administration

### A. Card Order Request

To be eligible for a P-Card, the applicant must be an employee of The City of Forest Park. Department Heads approve P-cards for their employees based on the applicant's job responsibilities and their need to make purchases. ***The issuance of P-cards should be reserved for those employees whose job duties regularly require the purchase of goods and services. Employees who require only the occasional use of a P-card should coordinate purchases through their Department's P-card Liaison.***

To begin the application process, a P-card Application is completed by the Department Head or Department Liaison, signed by the Department Director then forwarded to the P-card Coordination Team for review. The P-card Coordinator then submits the application to the Finance Director and City Administrator for final approval. The approved application is returned to the P-card Coordinator for processing and the card mailed to the P-card Coordinator in 7 to 10 business days.

### B. Card Issuance

The P-card Coordinator notifies the cardholder and the cardholder's Department Liaison when the card is received. The P-card Coordinator is responsible for scheduling an appointment with the cardholder to pick up the new P-card, sign The City of Forest Park Cardholder P-card Agreement, and attend training. The cardholder is responsible for familiarizing himself/herself with the P-Card Policy.

### C. Card Profiles

Each card is assigned a single profile. The profile specifies the Single Transaction Limit (STL), the Credit Limit (CL), and the Merchant Category Codes (MCC) that are permitted on the card. The Finance Director may develop a series of predefined card profiles that Department Heads may request be assigned to a cardholder. Deviation from the predefined card profiles, if provided, requires the approval of the Finance Director and City Administrator. Card profile options will be noted on the P-card Application.

If it is determined that a cardholder's card limits are restricting purchases that are required to perform job responsibilities, the Department Head may request an increase or decrease of the cardholder's card

limits. To request changes in a cardholder's credit limit and/or single transaction limit, a Cardholder Change Form must be completed and signed by both the cardholder and the Department Head. The completed and signed change form is then forwarded to the P-card Coordinator for review. The P-card Coordinator then submits the Cardholder Change Form to the Finance Director and City Administrator for approval. If approved, the form is processed by the P-card Coordinator and is effective immediately.

#### **D. Lost or Stolen Cards**

Cardholders are required to immediately report any lost or stolen P-card directly to the bank. The City of Forest Park is liable for all charges on the card until the lost or stolen card is reported to the Bank.

At the first opportunity during normal business hours the cardholder must promptly notify his/her Department Head and the Department Liaison (or the Backup Department Liaison should the Department Liaison be absent) about the lost or stolen card. The cardholder must also advise the Liaison if the Bank informed the cardholder that a replacement card would be processed.

The Department Liaison or backup must promptly notify the Finance Director and P-card Coordinator of the lost or stolen card and if the Bank advised the cardholder that a replacement card would be processed.

The Finance Director or P-card Coordinator will be responsible for ordering a replacement card in such cases when the Bank did not process a replacement card at the time the cardholder reported the lost or stolen card.

The cardholder should notify all merchants who have the card number on file to flag their records that the card was lost or stolen.

#### **E. Card Cancellation**

The P-card and the signed Return Card Acknowledgement Receipt form must be returned to the Department Liaison when an employee is terminated from employment, submits their notice of separation from The City of Forest Park, transfers to another department, or loses their purchasing card privileges for any other reason. Transfers within the same department may also require cancellation of the card if the cardholder's job responsibilities change and they no longer require the need for a P-card. Prior to the employee's last date of employment or transfer, the employee must sign and deliver all outstanding P-card receipts to their assigned P-card Liaison. The Department Liaison will submit the P-card and the signed Return Card Acknowledgement Receipt form to the P-card Coordinator. A copy of the signed form will be provided to the employee and a copy retained for the Department's file. The original will be kept in the employee's P-card file in the Finance Department.

## IV. Program Roles and Responsibilities

### A. Department Head

Department Heads are responsible for ensuring the integrity of the P-card Program within their Department by upholding City policies and procedures. All Department Heads are responsible for overseeing P-card activity and must have an understanding of the rules and regulations as contained in The City of Forest Park Purchasing Policy and purchasing procedures. While the Department Head holds the responsibility of oversight, the administration of the day-to-day activity and usage of the P- card will be managed through the designation of one or more Department Liaisons.

Department Head responsibilities include:

1. Maintain knowledge of City of Forest Park P-card Policy and Procedures and all other City of Forest Park policies and procedures to effectively oversee P-Card activity of the cardholders within their department.
2. Designate a Department Liaison(s) to manage the day-to-day activity and usage of the card. A back-up Liaison should also be designated and cross-trained.
3. Request P-Cards for employees in their department by submitting a signed P-card Application form to the P-card Coordinator for processing.
4. Request changes in credit limits, within the guidelines contained in the P-card Policy, by submitting a signed P-card Cardholder Change form to the P-card Coordinator for processing.
5. Review and approve cardholders' monthly transaction activity as part of the monthly approval process.
6. Promptly report any erroneous use of the P-card to the P-card Coordinator.
7. Ensure that appropriate disciplinary actions are taken for violation of P-Card Program policies and procedures.
8. Ensure P-cards are collected from cardholders upon termination, resignation, transfer, or when purchasing privileges are lost due to disciplinary action and that upon relinquishing P-Cards, cardholders sign the Return Card Acknowledgement Receipt.

### B. Department Liaison

Department Liaisons are assigned the responsibility of managing the day-to-day P-Card activities and usage of the cardholders in their department. Secondary Department Liaisons should also be designated by each Department Head. The secondary Department Liaisons are designated as back up to the Department Liaison and have the same responsibility to manage the day-to-day P-Card usage and activities of the cardholders in their department in the Department Liaison's absence.

Department Liaison responsibilities include:

1. Maintain knowledge of City of Forest Park P-card Policy and all other City of Forest Park policies and procedures to effectively manage the day-to-day P-card activity and usage.
2. Monitor transactions and account activity weekly to ensure that all purchases are for legitimate City of Forest Park business use. ***Transactions must be reviewed/reconciled weekly to identify misuse or fraud and is necessary to qualify for the liability protection included with the P-Card Program.***

3. Collect all invoices/packing slips/charge slips/cash register receipts and phone/mail/fax/internet order forms and confirmations from assigned cardholders.
4. Complete the monthly reconciliation process:
  - a. Review and reconcile each assigned cardholders' invoices/receipts to their respective card statement.
  - b. Scan and attach all receipts and other related documentation to each cardholders' monthly statement in Munis.
  - c. Review all documentation to ensure:
    - i. Invoices/receipts are signed by the cardholder;
    - ii. Completed, signed, and approved Missing Receipt Affidavit are included when a cardholder does not have an itemized receipt or invoice documenting the purchase;
    - iii. State Sales and Use Tax was not charged;
    - iv. Purchases were for legitimate City business use;
    - v. Completed, signed, and approved Misuse forms are included along with evidence of reimbursement for any purchase made for personal or other than City of Forest Park business use.
  - d. Review and update, if necessary, the description and account code for each transaction.
5. Identify transactions which were erroneously charged sales tax and work with the cardholder to have vendor credit their account.
6. Attempt to resolve any disputes with a vendor that have not been resolved by cardholder.
7. Notify P-card Coordinator within 5 days of any unresolved disputes, noting the reason for dispute and a brief statement of steps taken.
8. Promptly notify P-card Coordinator of lost or stolen cards.
9. Collect P-card from cardholder and obtain cardholder's signature on the Return Card Acknowledgement form when cardholder is terminated, submits a notice of separation, is transferred to another department, transferred to another job within the department that does not require P-card privileges, or when cardholder loses P-Card privileges as a result of disciplinary action.
10. **Promptly notify P-card Coordinator to cancel a cardholder's card for employment termination, resignation by separation notice, transfer to another department, transfer to another job within the department that does not require P-card privileges, or for any other loss of P-card privileges as determined by the Department Head. Forward cancelled P-card along with the signed Return Card Acknowledgement form to the P-card Coordination Team.**
11. Review new P-Card Application forms and Cardholder Change forms for completeness and forward to P-card Coordinator for processing.

### C. Cardholder

All cardholders are purchasing agents for The City of Forest Park. Accordingly, all cardholders must have a minimum understanding of City Procurement rules and regulations as contained in The City of Forest Park Purchasing Policy and purchasing processes. Cardholders must also be familiar with The City of Forest Park **Human Resources Policies & Procedures Manual, Chapter II - Ethics and Conduct**, and provisions of O.C.G.A. §45-10-3 regarding public officers and employees code of ethics and conflicts of interest.

Cardholder responsibilities include:

1. Maintain knowledge of City of Forest Park P-Card Policy and all other City of Forest Park policies and procedures.
2. Maintain security of the card, the account number, expiration date, and security code at all times.
3. Ensure all purchases are only for legitimate City business purposes and allowable purchases according to City Procurement Policy and P-Card Program policies. Misuse (inappropriate, unauthorized, or fraudulent use) of the card may subject the cardholder to disciplinary action, criminal prosecution, and/or termination of City of Forest Park employment.
4. Ensure all purchases comply with the City Procurement Code Ordinance and/or Procurement Policy which sets a no bid limit and requirements concerning Competitive Bidding.
5. Adhere to the purchase limits and restrictions of the P-card and ensure that all purchases are within all other spending and vendor guidelines established by The City of Forest Park.
6. Obtain “best value” for the City when making purchases with the P-card.
7. Ensure that the P-card is only used by the approved cardholder. Use by anyone other than the approved cardholder is strictly prohibited. The P-card is not transferable between cardholders or department personnel.
8. Obtain all vendor invoices, packing slips, cash register receipts and charge slips and for phone/fax/internet/mail purchases, print or make a copy of the order form. **The cardholder must sign each receipt before submitting to Department Liaison to signify their approval of the transaction.**
  - i. If receipt/invoice has been lost and a duplicate cannot be obtained, complete and sign a Missing Receipt Affidavit in lieu of receipt and provide to Department Liaison for scanning into Munis.
  - ii. Use of the form more than three times in one fiscal year may result in suspension of P-card privileges or other progressive discipline.
9. Attempt to resolve a dispute or billing error directly with the vendor. If a cardholder cannot resolve the dispute or error with the vendor directly, then the cardholder shall complete a Commercial Card Claims Statement of Disputed Item form and forward the original to the Procurement Card Coordinator and a copy to their Department Liaison. The cardholder must also ensure that an appropriate credit for the reported disputed item(s) or billing error appears on the statement in the current or subsequent P-Card cycle. If the credit is not in the current cycle, the information must be documented on the Payable Allocation Report or Activity Log. **Under no circumstances shall cash be accepted in lieu of a credit to the P-Card account.**

10. Report a lost or stolen P-card immediately to the Bank (24 hours a day, 365 days a year). The Department Liaison must also be notified of the lost or stolen P-card at the first opportunity during business hours.
11. Return P-card and complete Return Card Acknowledgement Receipt form immediately when terminating employment, transferring to another Department, or upon request to forfeit card.

#### **D. City Administrator & Finance Director**

The City Administrator and Finance Director are responsible for establishing overall policies and procedures to ensure the integrity of the P-card Program throughout the City. Primary roles and responsibilities include:

1. Establishing card limits and allowable merchant category codes
2. Providing final review of
  - a. P-card Applications
  - b. Requests for changes in card limits and merchant category codes
  - c. Monthly P-card Statement and Certification
3. Reviewing P-card policy violations and determining disciplinary action based upon P-card Policy and Human Resources Policies and Procedures.

#### **V. Use of the Card**

##### **A. Cardholder Liability**

The P-card is a “corporate” charge card that will not affect the cardholder’s personal credit; however, it is the cardholder’s responsibility to ensure that the card is used within the guidelines of the P-card Policy and all other City of Forest Park policies and procedures.

The City of Forest Park will not accept liability or financial responsibility for unauthorized use of P-cards, i.e. fraudulent use of account numbers, lost or stolen P-cards, and purchases made for personal use.

Failure to comply with the P-Card Program guidelines may result in permanent revocation of the card, notification of the situation to the City Manager, and further disciplinary measures that may include termination.

##### **B. Purchasing Rules**

The P-card is only a method for paying for purchases with making a credit card in lieu of a Purchase Order (PO). All purchases made with the P-card must be for official City of Forest Park business. Only the employee whose name appears on the face of the P-card is authorized to initiate transactions with the card. Use of the card by any other person is considered misuse of the card, even if the purchase is for legitimate City of Forest Park business. Use of the card for personal purchases is strictly prohibited and will result in disciplinary action, which may include termination of employment and criminal prosecution. All City of Forest Park procurement rules apply when using the purchasing card.



### **I. Purchases Under \$1,000**

The purchasing of goods and services under \$1,000.00 (cumulative) may be made using the P-Card.

### **II. Splitting Orders**

The splitting of orders to remain under the “no bid limit” or the single transaction/monthly credit limit is strictly prohibited. Likewise, purchasing similar items from several vendors or two or more cardholders in the same department purchasing similar items to remain under the no bid limit or p-card limit is also prohibited.

### **III. Purchasing Thresholds**

Use of the P-card is authorized for purchases up to the “no bid limit” which shall coincide with the single transaction limit for all cards. Purchases over the “no bid limit” shall be authorized by the Finance Director and/or City Administrator and processed by the Finance Department.

Although each purchasing card is set with specific transaction limits, the cardholder is required to follow the policies established in Section IV.B of The City of Forest Park Purchasing Policy, including the requirement for three (3) quotes on purchases of \$3,000.00 and above.

### **IV. City of Forest Park or State of Georgia Contracts**

Purchases made using a City of Forest Park or State of Georgia contract and exceeding \$3,000.00 shall be authorized by the Finance Director and/or City Administrator and processed by the Finance Department.

### **V. Recycled Material**

Cardholders must adhere to the Purchasing Policy for promoting sustainability through the purchasing process.

## **C. Allowable Purchases**

The P-card can be used for official purchases of supplies, materials, equipment, or services, where not otherwise prohibited or restricted. All purchases must be within assigned spending limits and follow the policies established in The City of Forest Park Purchasing Policy and the P-Card Policy. The City Administrator, with the concurrence of the Finance Director, may approve purchases in exceptional circumstances that exceed the limits established in this Policy when deemed in the best interest of the City.

Allowable purchases include:

1. Supplies, materials, goods, and services up to the cardholder’s approved Single Transaction Limit and/or approved cycle Credit Limit which are not otherwise excluded in the Prohibited Purchases section.
2. Memberships for professional organizations that support a City employee’s assigned job duties. Employees must obtain prior approval from a supervisor and/or Department Head. Department

Liaisons should ensure that membership charges are allocated to account number 523600 (Dues and Fees). Receipts must also reflect the start and end date of the membership period.

3. Conference/Training fees, Airline tickets, lodging, and vehicle rental with prior Department Director approval for City personnel traveling on official City business for which the per diem rate does not apply. Use of P-card for travel and conference/training expenses must comply with The City of Forest Park Policy and Procedures for Conferences, Training and other Related Travel. Department Liaisons should ensure that all training and travel charges are allocated to the appropriate account number (Travel = 523500; Education & Training = 523700).
4. Small recurring charges under certain guidelines:
  - a. Made by agreement between the cardholder and the vendor in coordination with Accounts Payable Division and approved by the Department Head;
  - b. Annual fee is broken down into a monthly charge and there is no monthly invoice or receipt to substantiate the monthly charge;
  - c. The cumulative annual expenditure shall not exceed \$50,000 or the threshold for formal bids, whatever is greater.
  - d. The Accounts Payable Division will maintain a log of approved recurring p-card transactions and will provide a list to Procurement, Department Heads and Liaisons on an annual basis.
  - e. Small Recurring P-Card Expenditure form must be completed by cardholder. The form along with a copy of the agreement must accompany the monthly statement reconciliation in Munis when the first charge is made against the P-card. Subsequent charges during the agreement period will not require paperwork to be submitted.

#### **D. Prohibited Purchases**

The following types of purchases are prohibited by City policy:

1. Personal purchases of any kind including those for the personal benefit of another individual.
2. Cash back with a purchase, cash advances including use of the card, card number or account number at ATMs, inside bank branches or at cash advance, quasi-cash and money transfer locations such as Western Union, Telecheck, etc.
3. Gift cards, without prior approval of a Department Head.
4. Stored value cards, calling cards, pre-paid cards, traveler's checks, money orders or similar products.
5. Entertainment.
6. Alcoholic beverages.
7. Fax machines and copiers.
8. Firearms, ammunition, explosives.
9. Expenses for which per diem rate applies. (See City of Forest Park Policy and Procedure for Training and Related Travel)
10. Unauthorized computer equipment including all printers, cell phones/PDA, tablet computers, computer memory, flash drives, external hard drives, or software of any kind that is licensed or requires installation.
11. Unauthorized purchases also include purchases generally considered legitimate that are disallowed or not approved by cardholder's supervisor.
12. Additional item(s) expressly prohibited by other City of Forest Park policies and procedures.

## E. Sales Tax Exemption

Purchases made in Georgia are exempt from Georgia Sales Tax. Cardholders should use the State of Georgia Sales and Use Tax Certificate of Exemption as documentation. Purchases made in other states are subject to that state's sales tax. Cardholders are responsible for ensuring that merchants do not charge tax. If taxes are charged, the cardholder must contact the merchant to obtain a credit to the account. Documentation of attempts to obtain credit for any State Sales Tax charged in error must be maintained with the documentation for the transaction where the tax was charged. Taxes cannot be disputed with the Bank. **EXCEPTION: Purchases in restaurants only are not required to have sales tax removed due to the varying ability of restaurants to exempt sales tax. Cardholders may still attempt to have sales tax removed, however, if unsuccessful, the transaction will not be considered a policy violation.**

## F. Making Purchases

Purchases may be made in person, by phone, fax, e-mail, Internet, or mail. If the purchase is made via the Internet, make sure it is a secure site. Look for "https" in the URL and check for the lock or key icon in the Security Status bar in the Address bar (do not enter confidential information if there is no lock or key icon on the Address bar). You should be confident that the site is using your information properly and in a secure manner before providing any information.

When making a purchase by fax, call the merchant and provide the card number over the phone instead of including it on the fax documentation. If the card number is provided over the telephone, the cardholder should be alert to others in the surrounding area that may hear the card information.

When making a purchase or placing an order using the P-card, remember the following:

1. Provide the merchant with the Tax ID number and/or Sales and Use Tax Certificate of Exemption;
2. Take advantage of any government discounts or price agreements, if applicable;
3. Supply your cardholder name and expiration date of the card;
4. Provide delivery instructions;
5. Obtain receipts/invoices showing the details and pricing for each item ordered;
6. Do not split orders or purchase the same item from several vendors to circumvent the \$3,000.00 no bid limit. (Cost of freight should be included in total purchase amount when considering the No Bid Limit.)

## G. Documentation of Transactions

The cardholder is responsible for ensuring that every transaction has valid supporting documentation. The nature of the goods or services received will determine what information the invoice or receipt must contain. However, all invoices should contain basic information about the transaction. These are:

1. Vendor or merchant name
2. Transaction date
3. Line item information
  - i. Quantity
  - ii. Description
  - iii. Unit Price
  - iv. Line Price (quantity x unit price)

4. Total invoice amount
5. Confirmation of receipt of goods or services
  - i. If the documentation is a cash register receipt, then the cardholder's signature must be on the receipt. The signed charge transaction slip must also be signed and attached to the cash register receipt.
  - ii. If the items were shipped, the receiving employee must sign the packing slip and the invoice if it comes in the shipment and forward this documentation to the cardholder. The cardholder must then forward the signed packing slip, invoice and all other pertinent documentation to the Department Liaison.

#### H. Missing Receipt/Invoice

Should a receipt or invoice be lost or unobtainable from vendor, the cardholder must complete a Missing Receipt/Invoice Affidavit and forward it to the Department Liaison. Refer to the Progressive Discipline Guidelines found at the end of this policy for consequences of failing to obtain a receipt/invoice.

#### I. Credits

If cardholder returns merchandise a credit should be issued to the cardholder's P-card and a credit receipt obtained. **Under no circumstances should a cardholder receive cash or a credit voucher.** The cardholder should contact the vendor first to obtain the credit and ensure the credit is applied. If the vendor refuses to issue a credit to the cardholder's account, the next step would be to file the Disputed Item form for disputed items. Cardholders should avoid merchants with restrictive merchandise return policies.

#### J. Disputes

A cardholder should attempt to first resolve a dispute or billing error directly with the vendor. If the vendor agrees to issue a credit, the cardholder must ensure that an appropriate credit for the reported disputed item(s) or billing error appears on the current or subsequent P-Card statement cycle. The cardholder should also complete the required documentation and forward to the Department Liaison.

If the cardholder cannot resolve the dispute with the vendor directly, then the cardholder should contact the Bank. A dispute should be filed within 60 days of the transaction date. Cardholders should also complete the Disputed Item form and forward a copy to the Department Liaison.

Examples of transactions that should be disputed include:

1. Unauthorized charges
2. Differences between the amount authorized and the amount charged
3. Duplicate charges
4. Failure to receive goods
5. Returned goods that were not credited
6. Unrecognized charges

## **K. Fraudulent Charges**

When a cardholder determines possible fraudulent charges on their card, they must promptly be reported to the Department Liaison who in turn, promptly notifies the Finance Director. The P-card Coordinator will report the fraudulent incident(s) to the Bank and request that the card be canceled, and a new card issued. The card is cancelled, and a new card and number is issued to the cardholder. A provisional credit is usually applied to the account.

## **L. Card Security**

Cardholders should always treat the City of Forest Park P-card with at least the same level of care as one does their own personal credit cards and in accordance with this policy. The card should be maintained in a secure location and the card account number should be carefully guarded. The only person entitled to use the card is the person whose name appears on the face of the card. The card may not be lent to another person for any reason. However, a cardholder may use his or her card to make purchases on behalf of the City of Forest Park staff.

## **VI. Documentation**

### **A. Program Documentation**

At the close of the monthly billing cycle, the monthly statement for all cardholders will be emailed to each director. Statements will progress through a predefined workflow approval process. Throughout the preceding month, cardholders should be forwarding signed vendor invoices/packing slips/cash register receipts/charge transaction slips to the Department Liaison. The Department Liaison will reconcile the submitted documents of assigned cardholders to the monthly statement. The Department Liaison approves the statements to confirm review and reconciliation.

### **B. Statement Reconciliation**

The Finance Team reviews each cardholder's monthly statement and related documents to substantiate the P-card statement charges. Additional reviews may be conducted by the Accounting & Procurement Divisions.

### **C. Records Retention**

The Office of the Secretary of State maintains the official Records Retention Schedule for the State of Georgia. This information is available on their website at [www.sos.georgia.gov](http://www.sos.georgia.gov) by searching for Records Retention schedule.

1. Documents related to transactions are account records and must be maintained according to the requirement of Accounts Payable Files.
2. Documents related to the issuance of cards to employees are accounting records and must be maintained according to the requirements of Credit Card Administration Records.

## **VII. Program Compliance**

### **A. Internal Controls**

An internal control structure is established to ensure compliance with City Ordinances, City Purchasing Policy, P-card Policy, and all other City of Forest Park policies and procedures.

Internal controls include:

1. Appropriate separation of duties between making transactions (cardholders), review and approval of transactions for payment (approving officials), and payment of monthly billing statement (accounts payable).
2. Appropriate hierarchical review and approval of purchases by someone with supervisory authority over the cardholder and/or the authority to question purchases if needed.

### **B. Internal Audits**

#### **I. Monthly Reviews**

At the end of each billing cycle and reconciliation process, the P-card Coordinator will review and log all exceptions and/or offenses. The monthly log will be forwarded to each Department Liaison and Department Head. The Department Liaison will be responsible for working with cardholders to remedy, if possible, the recorded exceptions.

P-card exceptions that result in a violation will also be documented each month. Notification will be sent to the cardholder, Department Liaison, and Department Head. The P-card Coordinator will be responsible for enforcing the Progressive Discipline Guidelines.

#### **II. On-site Reviews**

The Finance Team will conduct random audits to ensure compliance with the City's Purchasing Card policies and procedures. The review will be based on selected transactions and a periodic visual review of the purchased item if applicable. Upon request, the Department Liaison will assist the P-card Coordinator with the location of the purchased item.

The P-card Coordinator may also make recommendations to the cardholder, Department Liaison, and/or Department Head to improve various components of the P-card process. Continuous deficiencies in administering components of the P-card Program may result in disciplinary action up to revocation of P-card eligibility.

### **C. Disciplinary Action for Violations**

When a serious Purchasing Card exception or violation is discovered, the Finance Team will investigate the surrounding circumstances and provide findings to the Finance Director, Department Head, and Department Liaison. Disciplinary consequences will be based upon the Human Resources and P-card Policies and Procedures. The Finance Director, in coordination with Human Resources, will notify the Department Head and City Administrator of the recommended disciplinary actions.

**PURCHASING CARD (P-Card) - PROGRESSIVE DISCIPLINE GUIDELINES (Within A Fiscal Year)**  
*(Department Head & Liaison Notified with each Offense)*

<b>Offense</b>	<b>1st Offense</b>	<b>2nd Offense</b>	<b>3rd Offense</b>
Missing/Invalid Receipts (includes paying sales tax, no signature on receipt)	Violation Form filed after 2 occurrences	Suspension of p-card for 3 month after 3 occurrences	Revocation from p-card privileges and purchasing functions
Splitting purchase willfully	Suspension of p-card privileges for 6 months	Revocation from p-card privileges and purchasing functions	*Termination
Inappropriate/Unauthorized purchase (including unintentional personal use)	Violation Form filed and reimbursement to City	Suspension of p-card privileges for 6 months and reimbursement to City	Revocation of p-card privileges and purchasing functions
Allowing use of p-card by another	Suspension of p-card privileges for 3 months	Revocation of p-card privileges and purchasing functions	*Termination
Failure to provide documentation in a timely manner to Department Liaison	Violation Form filed	Suspension of p-card privileges for 3 months	Revocation of p-card privileges and purchasing functions
Use of p-card for personal gain or other non-compliant or inappropriate card use	Revocation of p-card privileges and purchasing functions at the discretion of the Director of Finance.  *Termination and possible criminal prosecution at the discretion of the Department Head with consultation by the HR Director		

## P-Card Glossary

**Allocating** – The act of entering codes to identify what sector of the organization’s General Ledger (GL) will be charged for a transaction.

**Available Credit** – The maximum amount that can be spent with the card in the remaining billing cycle.

**Billing Cycle** – The monthly billing period begins on the 28th day of each month and ends the 27th day of each following month.

**Card ID** – The last four digits of the card account number.

**Card Profile** – The settings that control the funding, spending, and reconciliation process for a group of cards. Each card must belong to a single card profile.

**Cardholder** – A user who is assigned at least one card.

**Cardholder Agreement** – An agreement signed by the cardholder acknowledging receipt of The City of Forest Park Purchasing Card and agreement to comply with the terms and conditions of the Agreement and the provisions of the P-Card Policy.

**Charge Slip** – Documentation provided by a vendor that reflects the authorization to charge the P-card. Charge slips are NOT substitutions for Receipts (see definition).

**Credit Limit** – The maximum spend or ceiling allowed on a card in one billing cycle.

**CVV** – The Category Verification Value (four digits) located on the back of a credit card.

**Merchant** – A vendor that accepts Mastercard p-card.

**Merchant Category Code (MCC)** – Merchant Category Code assigned to a merchant by Mastercard which identifies the primary goods or services that are provided by the merchant.

**Munis** – Short for municipal bond.

**Purchase Date** – The date on which the goods or services were purchased.

**Reconciliation** – The process of reviewing and signing off payable documents. Sometimes this must be accomplished at several levels (i.e., cardholder, manager, and accountant).

**Receipt** – The purchase documentation provided by a vendor that includes a transaction date, itemized list of purchases, and total purchase amount. Receipts may be generated by a cash register or can include invoices or other types of documentation for online, telephone, or fax purchases. Documentation that reflects the P-card charge with only a total purchase amount is NOT a receipt.



Single Transaction Limit – The maximum amount that can be spent on a single transaction with the card.

Transaction – A charge, credit, correction or other activity associated with the card.

Vendor – A business with which you have conducted business using a p-card entered in the system. For all practical purposes this term is synonymous with the term merchant.

**CITY OF FOREST PARK**  
**PURCHASING CARD (P-CARD) APPLICATION FORM**

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**SECTION 1: APPLICANT INFORMATION**

- **Full Name:** \_\_\_\_\_
  - **Date of Birth (DOB):** \_\_\_\_\_
  - **Social Security Number:** \_\_\_\_\_
  - **Home Address:** \_\_\_\_\_  
(Street, City, State, Zip Code)
  - **Work Email:** \_\_\_\_\_
  - **Personal Email:** \_\_\_\_\_
- 

**SECTION 2: REQUIRED DOCUMENTATION**

Please attach a copy of your Driver's License.  
(  Attached)

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**SECTION 3: AUTHORIZATION**

By signing below, I acknowledge that I have read and agree to abide by all the policies and procedures related to the use of the City of Forest Park Purchasing Card. I understand that any misuse or fraudulent use of the card will result in disciplinary action and/or legal consequences.

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**Applicant Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

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**SECTION 4: DEPARTMENT HEAD APPROVAL**

I certify that the above applicant is authorized to receive a Purchasing Card and that the card is necessary for their duties. I will monitor the card's use and report any misuse to the Finance Department.

**Department Head Name:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Department Head Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**SECTION 5: FINANCE DEPARTMENT APPROVAL**

The Finance Department has reviewed and approved this application. A card will be issued in accordance with the City's Purchasing Card policies.

**Finance Representative Name:** \_\_\_\_\_

**Finance Representative Signature:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

---

For Internal Use Only:  
P-Card Issuance Date: \_\_\_\_\_  
Card Number (Last 4 Digits): \_\_\_\_\_

**CITY OF FOREST PARK**  
**PERSONAL USE / REIMBURSEMENT AFFIDAVIT**

---

**SECTION 1: CARDHOLDER INFORMATION**

- **Cardholder Name:** \_\_\_\_\_
- **Department:** \_\_\_\_\_
- **P-Card Number (Last 4 Digits):** \_\_\_\_\_
- **Work Email:** \_\_\_\_\_
- **Phone Number:** \_\_\_\_\_

---

**SECTION 2: DETAILS OF PERSONAL CHARGES**

I, the undersigned cardholder, acknowledge that the following charges listed on my Purchasing Card (P-Card) statement have been identified as personal use. I understand that I am responsible for reimbursing the City of Forest Park for these charges.

<b>Date of Transaction</b>	<b>Merchant/Vendor Name</b>	<b>Amount</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

---

**SECTION 3: PAYMENT INFORMATION**

I understand that payment in full must be remitted to the City of Forest Park within **10 business days** of the completion of this affidavit.

**Amount to be Reimbursed:** \$ \_\_\_\_\_

- Copy of Transaction(s) Attached
- Payment Receipt Attached

---

**SECTION 4: CARDHOLDER CERTIFICATION**

By signing below, I certify that the above-listed charges were personal in nature and not related to official business for the City of Forest Park. I agree to remit full payment within the prescribed time frame, and I acknowledge that failure to do so may result in disciplinary action.

**Cardholder Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

**SECTION 5: DEPARTMENT HEAD APPROVAL**

I certify that I have reviewed this affidavit and the corresponding charges. The cardholder has been informed of their obligation to reimburse the City.

**Department Head Name:** \_\_\_\_\_

**Department Head Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

**SECTION 6: FINANCE DEPARTMENT APPROVAL**

The Finance Department acknowledges receipt of this affidavit, the required documentation, and payment (if applicable).

**Finance Representative Name:** \_\_\_\_\_

**Finance Representative Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

For Internal Use Only:

Date Payment Received: \_\_\_\_\_

Receipt/Transaction Number: \_\_\_\_\_

**SECTION 1: CARDHOLDER INFORMATION**

- **Cardholder Name (Current):**  
\_\_\_\_\_
  - **Department:** \_\_\_\_\_
  - **P-Card Number (Last 4 Digits):** \_\_\_\_\_
  - **Work Email:** \_\_\_\_\_
  - **Phone Number:** \_\_\_\_\_
- 

**SECTION 2: TYPE OF CHANGE REQUESTED** **Name Change**

- **New Name:** \_\_\_\_\_

 **Lost or Stolen Card**

- **Date Card Lost/Stolen:** \_\_\_\_\_
- **Was the card reported to the issuing bank?**  Yes  No
- **If yes, date reported:** \_\_\_\_\_

 **Temporary Spending Limit (STL) Increase**

- **Current STL:** \$ \_\_\_\_\_
- **Requested STL:** \$ \_\_\_\_\_
- **Reason for Increase:** \_\_\_\_\_
- **Duration of Increase (Start Date – End Date):** \_\_\_\_\_ to \_\_\_\_\_

 **Other (Specify):** \_\_\_\_\_

---

**SECTION 3: REQUIRED DOCUMENTATION**

- Copy of legal documentation for name change attached (if applicable)
  - Copy of police report for lost/stolen card attached (if applicable)
- 

**SECTION 4: CARDHOLDER CERTIFICATION**

By signing below, I certify that the above information is accurate and request the specified changes to my Purchasing Card profile. I understand that failure to report lost or stolen cards in a timely manner could result in liability for unauthorized charges.

**Cardholder Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

**SECTION 5: DEPARTMENT HEAD APPROVAL**

I have reviewed this request and approve the specified changes for the cardholder listed above.

**Department Head Name:** \_\_\_\_\_

**Department Head Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

**SECTION 6: FINANCE DEPARTMENT APPROVAL**

The Finance Department has reviewed and approved this request. The necessary changes will be made to the cardholder's profile.

**Finance Representative Name:** \_\_\_\_\_

**Finance Representative Signature:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

---

For Internal Use Only:

Date Processed: \_\_\_\_\_

Processed By: \_\_\_\_\_



**Purchasing Card Policy and Procedure Acknowledgement Form**

I, \_\_\_\_\_, have read and been informed about the content, requirements and expectations of the City of Forest Park Purchasing Card policy for employees. I have received a copy of the policy and agree to abide by the policy guidelines.

I understand that if I have questions, at any time, regarding the P Card policy, I will consult with my immediate supervisor.

Employee Name:

Department:

Credit Card Type:

Last 4 numbers of Account Number:

Expiration Date:

Credit Limit:

I have received the purchasing credit card indicated above. I take responsibility for all expenses charged to this credit card. I understand misuse or abuse of this credit card or willful violation of the terms of this agreement may result in personal financial liability and disciplinary action.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name





City of Forest Park  
745 Forest Parkway  
Forest Park GA, 30297  
EIN: 58-6002562

### Credit Card Authorization Form

Sign and complete this form to authorize \_\_\_\_\_ to make a one-time charge to the credit card listed below.

By signing this form, you give us permission to debit your account for the amount indicated on the indicated date. This is permission for a single transaction only and does not provide authorization for any additional unrelated debits or credits to your account.

<b>Credit Card Information</b>
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input checked="" type="checkbox"/> Home Depot <input type="checkbox"/> Lowes
Amount: \$
Cardholder Name (as Shown on card):
Card Number:
Expiration Date (MM/YY):
CVV:
Cardholder ZIP Code (Billing Address):

I authorize the above-named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/ services described above, for the amount indicated above only. I certify that I am an authorized user of the credit card and that I will not dispute the payment with the credit card company; so long as the transaction corresponds to the terms indicated in the form.

\_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance, CFO

\_\_\_\_\_  
Date



CITY OF  
**FORESTPARK**

**Verification of Lost Receipt**

Today's Date: \_\_\_\_\_

Date of Receipt: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

**Description of Expense:**

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Amount of Expense: \_\_\_\_\_

I hereby certify that the original receipt was lost, accidentally destroyed or unobtainable and that the information detailed above is complete and accurate.

Signed: \_\_\_\_\_

Approval: \_\_\_\_\_

## City of Forest Park Travel Policy

### Purpose

This policy sets forth the guidelines for the planning and approval of travel, as well as the payment and/or reimbursement of expenses incurred by the City of Forest Park employees in connection with required training or other business activities that are directly related to the fulfillment of their duties.

---

## General Requirements

### 1. Overnight Travel

- All overnight travel must be pre-approved by the Department Head and the City Manager before any training and travel expenses are incurred.
- A Travel Request form along with all estimates and conference/training information should be submitted for approval not later than 10 business days prior to registration and incurring travel expenses.
- Refer to the USA General Services Administration (GSA) for acceptable daily lodging rates, or stay at the hotel designated by the conference coordinators
- Any car, train or bus trip that lasts longer than 1 hour could qualify for overnight travel.

### 2. In-State Travel

- Travel within the State of Georgia shall be by personal vehicle or city car (when available). The city will reimburse mileage when using a personal vehicle based on the prevailing rate established by GSA [GSA Mileage](#) or fuel when using a city car and proper receipts are submitted.
- Trip mileage will be calculated using City Hall as the starting and returning point and will be paid in advance for each trip.

### 3. Out-of-State Travel

- When travel outside the State of Georgia is required, the city will pay for air travel at coach fare.
- Air travel should be scheduled sufficiently in advance to secure discount fares whenever possible.
- When booking air travel more than 30 business days out, trip insurance must be purchased.

#### 4. Lodging and Fees

The city will cover the costs of lodging, parking, valet services, and any necessary registration fees for all employees on official business.

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### Reimbursable Expenses

The city seeks to prepay all known and required expenses to reduce the need for reimbursements. Whenever possible, known travel expenses will be charged to the City's P-Card (review P-Card policy). If an employee incurs a necessary out-of-pocket expense related to city business, the city will reimburse that expense upon submission of appropriate documentation.

Reimbursable expenses include:

- Airfare
- Hotel
- Mileage
- Ground Transportation/ Rideshare (between airport & hotel)
- Parking
- Tolls
- Meals
- Registration costs

All receipts should be turned in to your department's P-Card Liaison upon your return to the office.

---

### Per Diem

#### 1. Daily Allowance

A per diem allowance will be granted to cover meals while employees are attending training, seminars, conferences, or conducting other official business on behalf of the city.

#### 2. Per Diem Rate

The per diem will be paid at the rate established by the GSA website [Per diem rates | GSA](#)

---

## Non-Reimbursable Expenses

The city will only reimburse expenses directly related to official city business. The following expenses are not eligible for reimbursement:

- Rental cars
  - Additional luggage or purchase of duty-free items
  - Entertainment or personal activities
  - Expenses not accompanied by receipt
  - Expenses for spouses or other travel companions
- 

## Traveling with a non-employee

Our policy allows you to share a company-booked room with a partner, friend or family member who wants to travel with you, as long as this doesn't incur extra charges. For example, if you've already booked a room for you that has enough space, you can host your partner, friend or family member. Keep in mind that you'll be financially responsible for any expenses or damages this person incurs.

We won't reimburse any expenses for your co-traveler for the entirety of the trip. The only exception is taxi fares which don't depend on the number of people on the ride.

## References:

For additional guidelines, please refer to the:

USA General Services Administration at: [GSA Travel](#)

Purchase Card Policy: [Insert hyperlink](#)

Travel Request Form: [Insert Hyperlink](#)

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**Effective Date:** [Insert Date]

**Approved by:**

**File Attachments for Item:**

**10. Council Discussion on the Approval to purchase of Copier Rentals for use by citywide departments**-Procurement/Information Technology Departments

**Background/History:**

For the past couple of years, the City has had individual leases for copiers. The Procurement division has worked to consolidate our copier leases from multiple vendors to a single, reliable source from the Sourcewell cooperative contract #030321-KON with NovaTech, an authorized distributor for Konica Minolta. This strategic move not only simplifies our administrative processes but also ensures consistency and efficiency across all our copier needs. Under this agreement, NovaTech will provide the city with the necessary devices, along with comprehensive support and maintenance services. This consolidation will streamline operations, reduce costs, and enhance the reliability of the departments' copier equipment.

Annual Amount: \$25,620.00Funding Source: Various General Operating Accounts



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Title of Agenda Item:** Council Discussion for approval of the purchase of Copier Rentals for use by citywide departments – Procurement/Information Technology.

**Submitted By:** Procurement

**Date Submitted:** 11-06-2024

**Work Session Date:** 11-18-2024

**Council Meeting Date:** 11-18-2024

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**Background/History:**

For the past couple of years, the city has had individual leases for copiers. The procurement department has worked to consolidate our copier leases from multiple vendors to a single, reliable source from the Sourcewell cooperative contract # 030321-KON with NovaTech, an authorized distributor for Konica Minolta. This strategic move not only simplifies our administrative processes but also ensures consistency and efficiency across all our copier needs. Under this agreement, NovaTech will provide us with the necessary devices, along with comprehensive support and maintenance services. This consolidation will streamline our operations, reduce costs, and enhance the reliability of our office equipment.

FUNDING SOURCE: Various General Operating Accounts

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**Action Requested from Council: Approval to piggyback from the Sourcewell cooperative contract # 030321-KON with NovaTech, an authorized distributor for Konica Minolta.**

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**Annual Cost: \$ 25,620.00**

**Budgeted for:** X    **Yes**                      **No**

\_\_\_\_\_

**Financial Impact:**

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# Schedule A – NT91635

**Title of lease, rental or other agreement:** \_\_\_\_\_ (the "Agreement")

**Lessee/Renter/Customer:** City of Forest Park ("Customer")

**Lessor/Lender/Owner:** Novatech, Inc. ("Company")

Equipment Make, Model & Serial Number	Equipment Location
Konica Minolta C361i	City of Forest Park - Fire Station #3 2336 Anvil Block Road Ellenwood, GA, 30294
Konica Minolta C451i	City of Forest Park - Fire Dept 4539 Jonesboro Rd Forest Park, GA, 30297
Konica Minolta C301i	City of Forest Park - Public Works & Fleet Svcs 5230 Jones Rd Forest Park, GA, 30297
Konica Minolta C361i	City of Forest Park - Public Works & Fleet Svcs 5230 Jones Rd Forest Park, GA, 30297
Konica Minolta C451i	City of Forest Park - City Hall 745 Forest Pkwy Forest Park, GA, 30297
Konica Minolta C301i	City of Forest Park - City Hall 745 Forest Pkwy Forest Park, GA, 30297
Konica Minolta C451i	City of Forest Park - PBZ 785 Forest Parkway Planning, Building, Zoning Forest Park, GA, 30297
Konica Minolta C301i	City of Forest Park - PBZ 785 Forest Parkway Planning, Building, Zoning Forest Park, GA, 30297
Konica Minolta C361i	City of Forest Park - Fire Station #2 785 Linda Way Forest Park, GA, 30297
Konica Minolta C301i	City of Forest Park - Police Dept. 850 Main St. Forest Park, GA, 30297
Konica Minolta C361i	City of Forest Park - Police Dept. 850 Main St. Forest Park, GA, 30297
Konica Minolta C301i	City of Forest Park - Police Dept. 850 Main St. Forest Park, GA, 30297

This schedule amends and supplements the Agreement described herein. This schedule, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This schedule may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this schedule and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this schedule.

<b>Customer (identified above):</b> City of Forest Park - HQ	<b>Company (identified above):</b> <u>Novatech, Inc.</u>	
By:	By:	Date: ____ / ____ / ____
Print name:	Print name:	Title:
Title:	<b>Agreement Number:</b>	
Date: ____ / ____ / ____	<b>Master Agreement Number (if applicable):</b>	



STATE AND LOCAL GOVERNMENT ADDENDUM – GEORGIA  
(Commercial Pricing)

THIS ADDENDUM, entered into by and between \_\_\_\_\_, as lessee and/or customer (“Customer”) and \_\_\_\_\_, as the lessor, equipment owner, and/or the provider of financial services to Customer (“Lessor/Owner”), amends and modifies \_\_\_\_\_ No. \_\_\_\_\_ (the “Agreement”).

BACKGROUND

- A. By the above-referenced Agreement, Lessor/Owner has agreed to extend financing to Customer upon and subject to the terms and conditions set forth in the Agreement.
- B. Lessor/Owner and Customer desire to amend the terms and conditions of the Agreement, upon and subject to the terms and conditions of this Addendum.
- C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound agree as follows with respect to the Agreement and the transaction evidenced thereby:

1. **EFFECT OF ADDENDUM.** To the extent of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will prevail and control. All terms and conditions of the Agreement not modified by this Addendum shall remain in full force and effect and are hereby ratified by the parties.

2. **GOVERNING LAW AND JURISDICTION. THE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, AND THE PARTIES AGREE TO THE NON-EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS IN SUCH STATE.**

3. **TERM; ANNUAL RENEWAL; TERMINATION.** Notwithstanding any provisions of the Agreement, Customer’s obligation to pay all amounts due under the Agreement, including but not limited to periodic rent payments, is subject to the terms of this Section. The Agreement shall be in effect for a Term consisting of an “Original Term,” which commences on the date of Customer’s acceptance of the Equipment and continues until the end of the calendar year in which such commencement date occurs, and subsequent one-year “Additional Terms,” each of which shall commence at the end of the Original Term or the preceding Additional Term (as applicable ), and continue until the end of such calendar year, except for the final Additional Term which shall terminate at the end of the last scheduled payment period under the Agreement. The terms and conditions of the Agreement in effect for the Original Term shall be the same as those in effect for each Additional Term and payments shall be due and payable during each such Additional Term as set forth in the Agreement. The word “Term” as used in the Agreement and this Addendum means the Original Term and all Additional Terms during which the Agreement is in effect.

Listed below are the aggregate amounts of periodic scheduled payments (exclusive of taxes, fees and other expenses which may be chargeable to you under the Agreement) for each calendar year during the anticipated Term (first of which is the “Original Term” and each subsequent calendar year would be an “Additional Term”):

Total Periodic Scheduled Payments for Each Calendar Year of the Term:

January 1, 2025	through December 31, 2025	\$ 25620.00
January 1, 2026	through December 31, 2026	\$ 25620.00
January 1, 2027	through December 31, 2027	\$ 25620.00
January 1, _____	through December 31, _____	\$ _____
January 1, _____	through December 31, _____	\$ _____
January 1, _____	through December 31, _____	\$ _____

Not less than 90 days before the end of the Original Term or any Additional Term, Customer may give written notice to Lessor/Owner of Customer's intention to discontinue the Agreement, and in such event the Agreement shall terminate and expire at the end of the Original Term or Additional Term then in effect on the date of Customer's notice of discontinuation. The Agreement shall otherwise be automatically renewed for the ensuing Additional Term unless Customer takes affirmative action to terminate the Agreement by the passage of a specific ordinance or resolution so terminating the Agreement. If Customer terminates the Agreement as provided above, Customer may not purchase, lease or rent during such fiscal period equipment performing functions similar to those performed by the Equipment for a period of twelve (12) months. The provisions of this paragraph shall not permit Customer to terminate the Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

**4. OWNERSHIP; TAXES.** If the Agreement provides that Lessor/Owner shall remain the owner of the Equipment throughout the term of the Agreement, then Customer acknowledges that Lessor/Owner may be assessed personal property taxes, notwithstanding the fact that Customer may be exempt from the payment of such taxes. Consequently, Customer hereby agrees to either, at the option of Lessor/Owner: (a) reimburse Lessor/Owner annually for all personal property taxes which Lessor/Owner may be required to pay as the owner of the Equipment, or (b) remit to Lessor/Owner each month Lessor/Owner's estimate of the monthly equivalent of the annual personal property taxes to be assessed against the owner of the Equipment.

**5. SPECIAL REPRESENTATIONS AND WARRANTIES OF CUSTOMER.** Customer hereby represents and warrants to Lessor/Owner that as of the date of this Agreement, and throughout the Term thereof: (a) Customer is the entity indicated in the Agreement; (b) Customer is a State or a political subdivision of the State in which it is located, duly organized and existing under the Constitution and laws of such State; (c) Customer is authorized to enter into and carry out its obligations under the Agreement, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents"); (d) the Documents have been duly authorized, executed and delivered by Customer in accordance with all applicable laws, rules, ordinances, and regulations, and person(s) signing the Documents have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine, and the Documents constitute the valid, legal, binding agreements of Customer, enforceable in accordance with their terms, (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and shall be used during the Term of the Agreement only to perform such function; (f) Customer intends to use the Equipment for the entire Term and shall take all necessary action to include in its annual budget any funds required to fulfill its obligations for each fiscal year during the Term; (g) Customer has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Agreement and the Equipment; (h) Customer's obligation to remit all amounts due and payable under the Agreement constitutes a current expense and not a debt under applicable state law, no provision of the Agreement constitutes a pledge of Customer's tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Agreement; (i) all amounts due and to become due during Customer's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the use of the Equipment; (j) all financial information Customer has provided to Lessor/Owner is true and accurate and provides a good representation of Customer's financial condition; (k) no Equipment subject to this Lease/Agreement, or equipment similar in form and function, has been the subject of a referendum which failed to receive the approval of Customer's voters within the immediately preceding four calendar years; (l) if Customer is a school system, Customer's total annual payments for contracts under the Constitution and Official Code of the State of Georgia in this calendar year do not exceed 7.5 percent of the total local revenue collected for maintenance and operation of Customer's school system in the most recently completed fiscal year, and shall comply with this 7.5 percent limitation throughout the remainder of the Term; and (m) If requested by Lessor/Owner, Customer will execute and deliver to Lessor/Owner in connection with the Agreement, a certificate of resolution and incumbency and/or an opinion of counsel in form and substance satisfactory to Lessor/Owner.

**6. LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to non-appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law.

**7. EFFECTIVENESS OF ADDENDUM.** This Addendum is incorporated into and made a part of the Agreement, effective as of the same day as the Agreement. This Addendum and the Agreement together constitute

the entire agreement of the parties with respect to the subject matter hereof and thereof. All terms and conditions of the Agreement not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Addendum effective as of the effective date set forth above.

\_\_\_\_\_  
**Customer**

\_\_\_\_\_  
**Lessor/Owner**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Solicitation Number: RFP #030321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Konica Minolta Business Solutions U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22182 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and that all Vendor-branded equipment and products are free from defects in design, materials, and workmanship. Third-party branded equipment and products are covered exclusively by the terms of the third-party manufacturer's warranty. In addition, Vendor warrants that Vendor-branded equipment and products will perform in accordance with the manufacturer's specifications, and the services will be performed in a professional, workmanlike manner, in accordance with industry standards as described in the statement of work. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty and can be transferred will be passed on to the Participating Entity.

Vendor's entire liability for any warranty claim shall be for Vendor to repair or replace the defective Equipment and/or Products or re-perform the deficient Services, or, if Vendor fails to correct such defect or deficiency within thirty (30) days of notice of a claim, to void the invoice for the defective Equipment or Product or deficient Services. Vendor shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the Product in question was delivered or the Services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Participating Entity or a third party. THIS SECTION SETS FORTH THE ONLY WARRANTIES MADE BY VENDOR. VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures made available to Vendor prior to the commencement of services, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.



D. **TERMINATION OF ORDERS.** Participating Entities may terminate an unfulfilled order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity and such breach continues for a period of 30 days after written notice and opportunity to cure.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;

- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Audits will be subject to reasonable conditions Vendor may impose to protect the confidentiality, integrity, and availability of its data and systems, will be conducted during Vendor's normal business hours, with reasonable advance written notice to Vendor, and with minimal disruption to Vendor's business.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including reasonable attorneys' fees, for bodily injury, including death, or real or tangible property damage arising out of the performance of this Contract by the Vendor or its agents or employees to the extent caused by the negligence (or greater culpability) of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor's indemnification obligations under this section are conditioned upon

the indemnified party: (i) promptly notifying Vendor of any claim in writing; and, (ii) cooperating with Vendor in the defense of the claim.

Vendor is not liable to Sourcewell or Participating Entities under this Contract for any indirect, incidental, special, punitive, exemplary, or consequential damages (including, without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use), whether in an action in contract, warranty, tort (including, without limitation, negligence), or strict liability, even if the parties have been advised of the possibility of such liabilities.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws, except to the extent the violation of applicable patent or copyright laws was caused by Sourcewell, a Participating Entity, or a party under their direction or control. Vendor's indemnification obligations under this section are conditioned upon the indemnified party: (i) promptly notifying Vendor of any claim in writing; and, (ii) cooperating with Vendor in the defense of the claim.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default other than payment obligations, caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure (not less than 30 days) must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Vendor agrees that renewal certificates must be provided within ten (10) days after inception of the renewal policies and will be issued by Vendor's insurance broker(s).

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.



D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Konica Minolta Business Solutions U.S.A., Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

DocuSigned by:  
*Kristen McKenna*  
8AA1BAB6FBE54BB...  
By: \_\_\_\_\_  
Kristen McKenna  
Title: State and Cooperative Contract Manager

4/19/2021 | 9:49 AM CDT  
Date: \_\_\_\_\_

4/22/2021 | 10:31 AM EDT  
Date: \_\_\_\_\_

App: DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO

4/22/2021 | 9:51 AM CDT  
Date: \_\_\_\_\_

# RFP 030321 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

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## Vendor Details

Company Name: Konica Minolta Business Solutions U.S.A., Inc.  
Address: 1595 Spring Hill Rd  
Suite 410  
Vienna, VA 22182  
Contact: Scott McCool  
Email: smccool@kmbs.konicaminolta.us  
Phone: 303-941-9746  
HST#: 13-1921089

## Submission Details

Created On: Tuesday January 12, 2021 09:39:32  
Submitted On: Wednesday March 03, 2021 09:42:28  
Submitted By: Nitzia Payne  
Email: statebids@kmbs.konicaminolta.us  
Transaction #: 213eada9-67f0-461c-8324-d5e04967ec9d  
Submitter's IP Address: 100.15.33.218

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta)
2	Proposer Address:	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
3	Proposer website address:	http://kmbs.konicaminolta.us
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kristen McKenna, State and Cooperative Contract Manager 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristen McKenna, State and Cooperative Contract Manager 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott McCool Manager of National Cooperative Sales 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 smccool@kmbs.konicaminolta.us 303-941-9746  Nitzia Payne State and Cooperative Contract Specialist 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 npayne@kmbs.konicaminolta.us 703-637-1540

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>History of our Company</p> <p>It all began in 1873, when Rokusaburo Sugiura began selling photographic materials in Tokyo. By 1900, the company had developed its first camera. Japan's first plain paper copier was introduced in 1971. A merger of Konica and Minolta was accomplished in 2003, creating a corporate giant with wide-ranging expertise in digital, optical and electronic technology.</p> <p>In 2003, Konica Corporation and Minolta Co., Ltd., who had long fostered a relationship of mutual trust through partnerships in the field of business technologies, became one company through management integration with a view to increasing competitiveness and maximizing corporate values. The new company made a fresh start in October 2003 under a new corporate system comprised of a holding company, business companies and common function companies, following reorganization and integration of the business units within the group.</p> <p>In 2013, the group management system of our company reorganized and the company name changed to Konica Minolta, Inc. Konica Minolta U.S.A. Inc. is a subsidiary of Konica Minolta Inc. While Konica Minolta had maintained a holding company system since its inception in 2003, seven companies in the group were merged in April 2013 as part of a reorganization of the management system. Under this new structure, the company's trade name was changed to Konica Minolta, Inc.</p>

Item #10.

from Konica Minolta Holdings, which indicated a pure holding company status. reorganization aimed to accelerate various initiatives designed to increase corporate value by enhancing management capabilities in the Business Technologies Business, facilitating strategic and agile utilization of management resources, and building systems to support efficient operation.

**KONICA MINOLTA TODAY**

Konica Minolta is a leader in enterprise content management, technology optimization and cloud services. Our solutions help organizations improve their speed to market, manage technology costs, and facilitate the sharing of information to increase productivity.

Operating as a Complete Solution Provider, we hold and manage numerous contracts with top rated FORTUNE® 1000 Companies, as well as smaller and mid-sized corporations and businesses around the country. Konica Minolta is also a successful contractor to many federal, state and local public sector agencies. In support of our numerous public sector customers, we have a dedicated contract, sales and marketing office located near our Nation's Capital. We are continually recognized as an innovator in the Imaging Technology field, and as the industry benchmark for all customer support.

Konica Minolta sells and services the products we manufacture, ensuring we have the resources to properly support our customers in both the products we sell and the services we provide. By capitalizing on the financial strength of our \$10 billion organization, Konica Minolta possesses every capability necessary to become an effective and efficient business partner. We cultivate and maintain effective strategic partnerships with numerous solutions manufacturers, allowing us to present innovative and comprehensive programs that meet and, more often, exceed the expectations of client workgroup administrators.

Innovative Solutions to Give Shape to Ideas Operating as a Complete Solution Provider, we hold and manage numerous contracts with top rated FORTUNE® 1000 Companies, as well as smaller and mid-sized corporations and businesses around the country. Konica Minolta is also a successful contractor to many federal, state and local public sector agencies. We are continually recognized as an innovator in the Imaging Technology field, and an industry benchmark in customer support.

**Our Philosophy and Core Values**  
**The Creation of New Value**

We believe in bringing the ideas of customers and society to life through innovation and contributing to the creation of a high-quality society. We're determined to be a company vital to humanity by providing exciting innovation that exceeds expectations. We're committed to being a company that stands firmly in the tracks of our values even in difficult times with a solid and quality business base, ensuring we remain courageous and ready to provide new value in the face of any challenge.

This is the reason Konica Minolta exists. And what guides everything we do as a company. It is our goal to identify the values that our customers and society as a whole, seek — and then do what we can do to meet those needs.

Vision - Possessing a mindset that drives us to best serve and improve the quality of society in all our activities, we are determined to become a company that is vital to global society by providing excitement that exceeds the expectations of all.

Our 6 Values are the essence of our innermost beliefs and define how we go about our business and act towards all our partners. They articulate what we stand for and direct our decision making.

- Open and Honest
- Customer-centric
- Innovative
- Passionate
- Inclusive and Collaborative
- Accountable

8 What are your company's expectations in the event of an award?

Konica Minolta expects to continue to provide Sourcewell with a contract scope that allows its clients to implement office technologies, software and services that support their digitalization and digital life cycle initiatives. As a current supplier with over \$20M of annual sales to participating agencies, this Sourcewell award will continue to be marketed as a powerful contract to achieve Konica Minolta's public sector goals.



9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached past 3 years annual reports. BANK REFERENCE: Type of Account: Deposit Account No. 50227866 Bank of America – Connecticut 185 Asylum Street Hartford, CT 06103 Contact: Leslie Robertson – Vice President Phone: 860-952-7490 Fax: 860-952-7515	Item #10.
10	What is your US market share for the solutions that you are proposing?	Our multi-function printer A3 color market share is 17.4% and A3 black and white market share is 12.5%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Konica Minolta can provide our solutions through our direct channels in Canada. We do not track market share for the proposed solutions in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a. Not applicable. b. Our products and services are offered nationwide by more than 813 representatives at 125 direct sales locations. Moreover, 300+ authorized dealers with approximately 10,000 representatives cover all 50 states and understand the local markets where they sell, deliver and provide services. Each has relationships with the schools, local governments, universities, non-profits and other participating entities - many of which are current customers. Those relationships have greatly assisted in delivering our products and services of the previous Konica Minolta-held Sourcewell contract and will continue to do so for this award. Konica Minolta is committed to providing our mutual clients with a world-class service program that complements our advanced product line.  Should Konica Minolta extend this contract to Canadian participating agencies, Konica Minolta covers most (may be limited in remote locations) of the territory through 12 direct branches and a 100+ dealer network.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Konica Minolta has not had any contracts terminated by either party prior to the end of the contract term in the preceding ten (10) years to the best of our knowledge.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
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			Item #10.
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Industry Recognition</p> <p>Nikkei Environmental Management Survey Ranked #1 of 413 companies for the 2nd consecutive year in the 19th annual Nikkei Environmental Management Survey, an evaluation of sustainability initiatives in environmental and business management.</p> <p>Brand Keys #1 Brand for Customer Loyalty in the MFP Office Copier Market by Brand Keys for fourteen consecutive years</p> <p>Dow Jones Sustainability World Index DJSI World – ninth consecutive year DJSI Asia Pacific - twelfth consecutive year</p> <p>RobecoSAM Awarded Industry Leader for the second consecutive year Gold Class 2019; a global distinction for corporate sustainability, by RobecoSAM, an investment specialist focused exclusively on Sustainability Investing, based in Switzerland.</p> <p>Carbon Disclosure Project (CDP) Konica Minolta has secured a position on the Japan 500 Climate Disclosure Leadership Index (CDLI) for the fifth time, for disclosing extensive carbon emissions &amp; energy data-exemplifying a high level of transparency.</p> <p>Product Recognition Buyers Laboratory LLC Awarded BLI 2021 A3 Line of The Year Award Awarded BLI 2021 Winter A3 Pick and Outstanding Achievement Awards</p> <p>Buyers Laboratory LLC All Covered, a Division of Konica Minolta was named the 2020-2021 Pacesetter for Managed IT Services.</p> <p>Buyers Laboratory LLC Awarded BLI 2021 Inaugural BLI Color Consistency Awards for A3 Device Families</p>	
17	What percentage of your sales are to the governmental sector in the past three years	For the 12-month periods ending July 2018, July 2019, and July 2020, the percent of Konica Minolta's Direct Channel business (excluding service) in the KMBS-defined Government sector accounted for 9.9%, 9.3%, and 10.6% of overall revenue respectively.	*
18	What percentage of your sales are to the education sector in the past three years	For the 12-month periods ending July 2018, July 2019, and July 2020, the percent of Konica Minolta's Direct Channel business (excluding service) in the Education sector accounted for 9.8%, 10.4%, and 8.8% of overall revenue respectively.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>AEPA</p> <ul style="list-style-type: none"> <li>● 2020 - \$21,908,242</li> <li>● 2019 - \$27,877,950</li> <li>● 2018 - \$32,353,669</li> </ul> <p>KPN Interactive White Boards</p> <ul style="list-style-type: none"> <li>● 2020 - \$99,078</li> <li>● 2019 - \$192,265</li> <li>● 2018 - \$288,824</li> </ul> <p>NASPO ValuePoint</p> <ul style="list-style-type: none"> <li>● 2020 - \$32,756,869</li> <li>● 2019 - \$30,768,495</li> <li>● 2018 - \$32,153,999</li> </ul> <p>Konica Minolta also currently holds a contract with Region 4 ESC, powered by OMNIA Partners for copiers and related products and services that was not effective until June 2020, as well as a KPN contract for security cameras that was awarded in January 2020.</p> <p>Region 4 ESC, powered by OMNIA Partners – 2020 – \$114,794</p> <p>KPN Security Cameras – 2020 – \$158, 164</p> <ul style="list-style-type: none"> <li>● 2020 - Konica Minolta currently holds 47 Statewide Contracts within the following States:</li> </ul> <p>AZ, AR, AL, AK, CA, CO, CT, FL, HI, IA, KY, MD, MA, MI, MO, MS, NE, ND, NV, NM, NJ, NY, OH, OK, PA, SC, SD, TX, UT, VT, WA, WI</p> <p>Sales data is available upon request.</p>	*

20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS-03F-135DA GS-25F-0030M (renewals only) <ul style="list-style-type: none"> <li>● 2018 - \$22,324,366</li> <li>● 2019 - \$22,964,615</li> <li>● 2020 - \$21,742,020</li> </ul>	Item #10.
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**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
North Kansas City Schools	Stacy Swenson, Director of Purchasing	816-321-4450
Dallas College	Maria Garza, CASP, Senior Director – Purchasing Services	972-860-4009
City of Mission Viejo	Sherry Merrifield, Administrative Services Analyst	949-470-3059

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Various Public Sector Entities	Government	California - CA	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$107,097,662
Various Public Sector Entities	Government	New York - NY	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$71,828,160
Various Public Sector Entities	Government	Florida - FL	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$58,173,158
Various Public Sector Entities	Government	Texas - TX	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$51,393,073
Various Public Sector Entities	Government	Illinois - IL	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from \$50 - \$2M	\$42,309,903

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

23	Sales force.	<p>Our products and services are offered nationwide by more than 125 direct brand sales locations, and by approximately 300 Konica Minolta authorized dealers. The network is responsible for both the sales and service of placed products and services. We have over 813 representatives nationally to support this contract with our direct branches, and over 10,000 authorized dealer employees. We maintain 12 national distribution centers, including a major distribution warehouse complex in Brooks, Kentucky, just minutes from a central UPS shipping hub, conveniently allowing us to serve the document production and management needs of client companies throughout North America in a minimum amount of time.</p> <p>Specific to the public sector vertical and this contract award, Konica Minolta employs a Public Sector Sales Team comprised of a National Director of Government Sales, Manager of National Cooperative Sales, 2 Regional Director of Government Sales, and 11 Government Account Managers. The Government Account Managers are responsible for all public sector sales including state, local, education and federal. These individuals work closely with our direct branches and dealers to educate them on the contracts and assist with participating agencies within their designated territories.</p> <p>The State Contracts Department is responsible for the overall management and compliance of all of our state and national cooperative contracts. Our contracts department manages over 54 state contracts nationally and its national cooperative contracts.</p>	Item #10.
24	Dealer network or other distribution methods.	<p>Konica Minolta is committed to providing participating agencies with a world-class service program that complements our advanced product line. We have gone to great lengths to establish a nationwide service program that is effective, simple to manage and efficient in delivering comprehensive service, while also achieving our overall goals of increased reliability and customer satisfaction. To meet these goals, Konica Minolta has invested vast resources into the development of a service maintenance and support program that is recognized by many experts as the best in the industry.</p> <p>All of our branches and dealers will sell and service in their assigned territories. They will be responsible for upholding all terms, conditions and pricing of the contract, and selling in a professional manner to all participating agencies. They will be responsible for installing equipment and training the clients on the use of the equipment. After installation, they will be responsible for service on the equipment installed. All Konica Minolta authorized dealers are contractually bound to uphold all pricing terms and conditions of Konica Minolta held contracts. Konica Minolta will hold quarterly meetings with our sales and servicing branches and dealers to discuss the contract, issues, sales progress and performance.</p> <p>We have included a list of all of our direct branches and authorized dealer locations that provide support from technical services to installation and training.</p>	*
25	Service force.	<p>Reliable, Centralized Service Dispatch Systems</p> <p>Konica Minolta's proposal to you includes a centralized service call request process that will ensure timely response to all service requests. While Konica Minolta utilizes a vast network of service providers, the service call process has been standardized, through the Konica Minolta's GCS (GLOBAL CLIENT SERVICES), located in our bizhub customer care centers in Oldsmar, Florida and Phoenix, Arizona. The GCS is staffed 24 hours a day, 365 days per year, with trained customer support professionals. They ensure each customer receives consistently high levels of service in a simple to manage manner. All your locations will be provided toll-free and web-based access to the GCS, in order to simplify the process of requesting service for your fleet. Users can initiate a service call either through the dedicated toll-free hotline or www.MyKMBS.com, our interactive fleet management site, from anywhere at any time.</p> <p>Upon receipt of a service request, a Customer Support Representative enters all machine and call related information into the Konica Minolta SAP-based Service Management system, which automatically creates a unique service ticket and immediately notifies the assigned Konica Minolta branch technician or Authorized Dealer dispatcher of a new service call. Within 1 hour of receipt of call, the technician or dispatcher will contact the requestor to confirm call receipt and provide an estimated time of arrival. Upon completion of all service calls, the technician "closes" the call in SAP, which gathers details regarding the call, including response time, machine volume and service issue for future reporting.</p>	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Every participating agency is unique. Order processes, shipping and installation will vary based on the client's specific needs. Your Konica Minolta Account Management Team will tailor an order process around how you conduct business, to make equipment acquisition as seamless as possible for all locations. Typically, the Major Account Management Team or local sales and service provider will first assist in analyzing the actual needs of the location and then recommend a right-sized solution for the environment. Order documents will then be prepared for either purchase or</p>	

lease and submitted directly to your dedicated Major Account Management Team. Konica Minolta or Dealer administrators will then process the order through our web-based operations system. Orders are usually entered into our system within 24 hours of receipt of proper order documentation. Within 10-14 business days, the order will be shipped from a Konica Minolta Regional Distribution Center to a staging area for pre-installation activities. The local Konica Minolta Administrator will then coordinate a delivery and installation schedule with the local end user location, our drivers will deliver on set date, a technician will follow within four hours after the delivery to install and our local trainer will call to schedule training. Orders for consumable supplies can be placed through our web-based fleet management tool, www.MyKMBS.com or by toll-free phone number.

Upon receipt of an order request from a client the Konica Minolta Major Account Representative will process the requested order as follows:

- Requested order is immediately input from the order- processing center through the Konica Minolta Corporate Order Entry System
- Within 24 hours an Order Number is generated against the order input
- Within 24 hours inventory is checked for availability at the Branch Servicing Center (BSC)
- Upon confirmation of inventory availability, a serial number is assigned to the order
- Upon assignment of serial number, the schedule ship date/delivery date is confirmed
- Upon shipping, an invoice number is immediately generated
- Upon shipping confirmation, the unit (s) is entered into the KM SAP System, which is the database/software that supports the Global Client Services (GCS). Upon entry into SAP, the unit(s) is immediately scheduled for technical setup at the customer location.

All of the order information from time of order input is tracked by the Konica Minolta branch administrator and assigned Konica Minolta Account Representative. The order entry system is an enterprise wide system offering available access from any KM desktop or networked laptop as well as remote dial up access.

#### Hours of operation

Konica Minolta's Direct branch employees will be available between the hours of 8-5. Additional assistance during normal business hours and after hours can be obtained through our Global Client Services (GCS). Konica Minolta's Global Client Services (GCS) is staffed 7 x 24 hours/day 365 days/year.

#### Problem identification and Resolution

Multiple Departments are involved with Business Process Flow for problem identification and resolution. These departments are-

Global Client Services (GCS) – Creates the Service Notification in SAP  
 Printer Support – Works with Customer to Resolve or Escalate the Service Notification  
 Service Operations – Provide Replacement Parts to Repair Equipment  
 Branch / Dealer – On-site Service Support

The Printer Support Group will triage any issues with the following steps:  
 "MOBILE" Service Notifications directed to Printer Support Routed via Contact to Advisor to triage the problem

If Problem Resolved – Close service notification in SAP  
 If Problem Escalated – On site support required.

Printer Support works with customer to make sure problem is resolved to customer satisfaction.

Printer Support Advisor updates notes in SAP such as

- Describes Problem Resolution
- TAP (Telephone Assistance) Priority
- Updates SAP service notification information

Customer up and running – SAP updated and the service notification is closed.

#### Global Client Services

All calls regarding equipment, supplies, consumables, software solutions, and help desk support will go through our Konica Minolta Global Customer Support Center. Konica Minolta utilizes two centralized, service dispatch operations as part of our GCS, and they are located in Florida and Arizona. They manage all reporting for our services and follow-up calls. In addition, Konica Minolta accepts calls for the above services via the Internet, and at MyKMBS.com. The GCS has the capability to handle voice calls in English, French and Spanish as well as TTY capabilities for the hearing impaired.

We have 24 hours a day / 7 days a week ("24/7") support through our Global Client

Services. Our GCS is staffed 7x24 hours/day, 365 days /year. During normal staff days, we have as many as 145 agents on the phones handling transactions. Our GCS contact information is 800-456-5664. The email is GCS@kmbs.konicaminolta.us and the fax is 800-967-0410. We understand that answering services, pagers and/or answering machines are not an acceptable means of communication for awarded Contractors. The GCS uses sophisticated staffing algorithms to determine the appropriate number of customer service agents required to handle call volumes. The staffing levels are based on historical information as well as predicted spikes or lulls due to business activity. For after hours, weekend and holiday coverage the GCS utilizes a minimal staffing level that meets our customer's business needs and requirements. During normal staffing days we have as many as 145 agents on the phones handling transactions.

The GCS tracks its call volume and utilizes skills based routing to ensure calls are routed to the appropriate agent. On a typical day during the business week, the GCS handles between 5,500 6,000 calls/day.

The GCS's average queue time for a service call is 25 - 30 seconds. The caller also is provided options for self-service applications using our telephony routing system as well as via the Internet.

Service call information is immediately and automatically transmitted to the field technician's hand held device as soon as the service notification is opened in Konica Minolta's service management system.

We will also utilize our Professional Services and Support Team. This team is comprised of:

1. Consultants and analysts who are dedicated to understanding the customer's enterprise print environment, and will provide leadership in the areas of assessment methodology development and planning, optimization/rationalization analysis and continued monitoring.
2. Architecture Design and Infrastructure Readiness Specialists who provide technical consulting services and prepare the customer to design, build and support the technical infrastructure for the recommended solution
3. Deployment Service Team that provide device deployment services to help drive fast and efficient installation activities
4. Technical Support Services who provide knowledge transfer to designated customer core team member through their insight into the functional process and technical workings of server and device side print software components.

#### bizhub MFDs:

- 1 hour guaranteed call back
- Minimum 95% average fleet uptime
- Guaranteed response times

#### bizhub Production Print

- 1 hour guaranteed call back
- Minimum 98% average fleet uptime
- Guaranteed response times

#### bizhub Printers

- Break/Fix-Trouble shooting via phone
- Next business day onsite service

#### Expert Support

##### Technicians

- Product Certified
- Certified on network and software applications
- Real time visibility into available stock
- Escalation support from engineers at Systems Solutions & Development (SSD)
- Continuous Training Program

##### Client Services Desk (option)

- Support for networked multifunctional peripherals, applications & IT environments
- Certified System Support Engineers available via Web-based & Toll-Free
- Certified Microsoft Partner
- Virtual Onsite Support (VOS) for remote updates & troubleshooting

#### MyKMBS

Konica Minolta offers participating agencies a unique web-based management-reporting tool, [www.MyKMBS.com](http://www.MyKMBS.com), which allows clients to quickly and easily manage the equipment in their fleet. MyKMBS offers the ability to place service calls and order supplies online, as well as run ad hoc fleet management reports, which include usage, uptime and other valuable data relevant to your fleet. The primary focus of MyKMBS.com is to provide clients with an on-line service management tool, designed to manage their equipment fleet more efficiently. Additionally, it provides an outlet for Konica Minolta to communicate with clients in a way never before possible. This site provides 24 hour a day, 7 days a week real-time access to all of your

equipment information needs, an offering only available through Konica Minolta. My MyKMBS.com is intended to provide Konica Minolta clients with a unique perspective into their account. This application allows the client to view pertinent, consolidated information that would normally be provided on a manual case-to-case basis. All information provided is real time and accurate information, which is linked directly to the Konica Minolta SAP operating system for seamless information flow. All reports include data on a rolling 90-day period, allowing our clients to view the most up to date information possible. In addition, all reports can easily be downloaded directly into Microsoft Excel, providing a simple method to sort and retain data. Available reports include:

#### General Fleet Information

- Provides an overview of the entire fleet, including equipment installation dates and service contract coverage dates.
- Fleet Uptime Performance
- Provides uptime and response time statistics for the entire fleet, including the average monthly copy volume and copies between calls.
- Equipment by Location
- A customized inventory report detailing the location of all machines.
- Open Service Calls
- View a list of all open service calls for the entire fleet, and monitor response times.

Konica Minolta also provides a 3 in 30 report, which creates a hot list of problematic machines should a particular unit require more than 3 legitimate service calls in a 30 day period. In such cases, the assigned Technical Manager is automatically alerted to escalate the service issue. Additionally all critical information of the account is turned RED on all display screens throughout the system until the issues have been resolved

#### Escalation Process

Konica Minolta has a multi-phase escalation process designed to determine the root cause of any failure to achieve service standards. This process is enforced to initiate corrective actions, ensuring that any service failures are promptly rectified, and service is returned to acceptable levels. We empower our people to deliver excellence in service day after day.

#### First Level Support:

All first level technical support will be provided by our factory trained and authorized Konica Minolta service technicians. Konica Minolta technicians will be available to provide on-site support to troubleshoot contract related hardware, software, and network issues. Each technician is fully trained in all aspects of the Konica Minolta products they service, and many have additional network certifications to provide complete support. In addition, all certified technicians maintain direct access to Konica Minolta's Technical Support Team to assist in troubleshooting and problem resolution.

#### Second Level Support:

The Konica Minolta Systems Solutions and Development Division (SSD) will provide second level support via direct communication with authorized technicians. The primary objective of the SSD is to provide technical and integration-support services to support the technical needs of participating agencies.

Upon receipt of inquiry, the SSD evaluates the data it receives to determine trends regarding service, reliability, operation, and safety. The data used comes from problems reported via the hotline, less urgent voice mail, internet, written communications from field personnel, field surveys, spare parts usage, and reports of on-site visits by Konica Minolta's personnel.

If a trend is observed, the matter is referred to the appropriate departments for manufacturing changes, field modification programs, and technical bulletins. Useful serviceability and reliability information collected from the above sources is immediately available to all authorized service technicians, ensuring they have ready access to all current data to assist in supporting the technical functionality of all equipment installed throughout our clients' sites.

#### Third Level Support:

If the SSD is unable to resolve the issue in conjunction with the local systems engineer, the open issue will escalate to Konica Minolta Professional Services (KMPS) for third level review.

KMPS is chartered to provide a full spectrum of services to customers in North and South America. These services range from consultation and project management to network design and integration. KMPS is also on-site support for complex issues or anomalies in conjunction with SSD. KMPS is staffed with engineers carrying various industry certifications including but not limited to MCSE / MCSA / CNE / MCNE /

		<p>CNI / CCNA / CDIA / SCO / Solaris / AS/400 Systems Manager). All data related to the issue is escalated to the applicable Konica Minolta engineer. Our engineer will respond on-site upon review of the issue with the required knowledge and expertise. Konica Minolta works with the SSD and on-site customer service personnel to isolate client needs, root cause and implement the required solution set.</p> <p>Advanced Communications: To facilitate the flow of information between Field Service Technicians and Product Engineering Experts, Konica Minolta has made a large investment in technology solutions for these key representatives. Service Technicians utilize wireless connected laptops and direct-connect cellular phones to instantly access information required to maintain our product. This investment ensures that our field technicians have instant connection capabilities to the full array of Konica Minolta corporate resources, promptly resolving all service issues.</p> <p>Incentive Programs The Pro-Tech Service Award recognizes Konica Minolta branches and dealers who have demonstrated an exceptional commitment to customer support and satisfaction. The Pro-Tech Service standard is challenging – and the evaluation procedure is rigorous and far-reaching. Konica Minolta is committed to assuring the highest performance standards across our organization. The Pro-Tech Service Award represents achievement of Konica Minolta's highest standards for branch and dealer service and proficiency. Every element of the service operation is scrutinized, including technical expertise, inventory control, dispatch systems, management skills and customer satisfaction. This rigid standard is the reason our Pro-Tech Award has become such a powerful symbol of dedication and proficiency. Attaining Pro-Tech certification and becoming a member of the elite Pro-Tech group is indeed an honor.</p> <p>How we assess Customer Satisfaction Customer satisfaction is measured using several key metrics that measure the most important elements of our performance from a customer's perspective. For one, customer satisfaction surveys are electronically presented to clients following implementation and periodically during contract with clients. Secondly, we use key performance indicators to measure our service response time such as: wait time in the KMBS Global Customer Support Center queue, first call back time, response time for a technician to arrive on-site, time to repair, uptime on a machine basis and a fleet basis, MCBF or mean copies (prints) between failures, utilization rates of the MFDs and printers, to name a few key measures. Other measures may be added based on agreed to SLAs.</p>	Item #10.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The ability and willingness to provide products and services to participating agencies in the United States is evidenced in our annual revenue within the public sector and success through other Sourcewell contracts we hold. Our Public Sector Sales Team will continue to be supported by the teams within over 120 branch and 300 dealer locations. The combination of expertise in public sector sales and the scope of this contract will result in a successful partnership for any participating agency.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Konica Minolta can provide our products and services through our direct channels in Canada. If awarded, KMBS will coordinate with our Canadian teams to facilitate contract sales where possible.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Konica Minolta is able to fully support Sourcewell nationwide with a majority of our proposed offerings. Certain items may be limited to specific markets.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All MFD's included in this proposal are delivered FOB Destination, delivered to the customer's requested location within the 48 contiguous states and the District of Columbia. Any orders OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. Prices do not include the cost of special equipment or rigging needed for delivery to the customer requested location.	*

Table 7: Marketing Plan



Line Item	Question	Response *	Item #10.
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Konica Minolta's strength in marketing the Sourcewell contract will come from our direct branches and expansive dealer network. Our direct sales teams and dealers cover all 50 states and understand the local markets that they sell, deliver and provide services. They have relationships with the schools, local governments, universities, non-profits and other qualified entities, many of which are current customers. Those relationships will greatly assist in our continued promotion of the Sourcewell contract.</p> <p>Konica Minolta will continue to utilize our corporate marketing department to deploy our Sourcewell marketing strategy. Marketing initiatives will include the following:</p> <ul style="list-style-type: none"> <li>● Internal Email Campaign to Channel Sales Teams – In order to create awareness and expertise to the Sourcewell contract, Konica Minolta will create an internal email campaign that will highlight the benefits of Sourcewell's contract for all participating agencies and for the individual sales reps. The campaign will also spotlight product updates, success stories and the addition of field resource materials.</li> <li>● Konica Minolta - Sourcewell Website – Konica Minolta will continue to maintain a customer-facing website for contract information, pricing catalogs, product information and sales contact information. The website will be used to post contract updates and other customer marketing materials.</li> <li>● Marketing Materials – Konica Minolta will update and maintain contract-specific marketing materials highlighting Konica Minolta and Sourcewell's partnership and benefits to public sector clients. These materials may be customized and made available to Sourcewell for use in Sourcewell marketing publications. We will also co-brand Konica Minolta brochures and sell sheets that will provide features and benefits of Sourcewell and Konica Minolta products that are available on Sourcewell's Contract.</li> <li>● Email Campaign– Konica Minolta will use our public sector database to run email campaigns that will continually bring the Konica Minolta products and services available on the Sourcewell contract to current and prospective customers.</li> <li>● National Conferences and Trade Shows – Konica Minolta will attend government and education procurement conferences and trade shows to showcase our offerings and to promote the Sourcewell contract. Konica Minolta will attend shows like NIGP, ASBO, NAEP, ISTE and any other shows that Sourcewell recommends. Our dealers and branches also attend the many local conferences and expos in their markets to showcase Konica Minolta products, the Sourcewell contract and their local sales teams.</li> </ul> <p>Sample marketing materials have been included (Email Campaign, Marketing Flyer)</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Konica Minolta uses various forms of technology in marketing internally and externally to clients.</p> <p>Internal - We use Konica Minolta's Learning Group to conduct a Government Sales Learn Track that sales teams are assigned. It covers the fundamentals for selling to government and how to discuss cooperative contracts with government buyers and business managers. Additionally, we have created a learn track to include materials about Sourcewell and will update that material to cover this contract re-award.</p> <p>Sales teams also have access to our internal Government Portal which is located on a website available to all Konica Minolta employees. Available on this site are internal newsletters that share success stories, sales strategies and Konica Minolta related news. We will use this platform to announce the award of the Sourcewell Contract and any other relevant news.</p> <p>Konica Minolta's direct channel uses Brainshark to provide a 20-30 minute sales overview on a monthly basis. On this recorded overview, we will announce the Sourcewell award and provide a short overview of the Sourcewell benefits that we will be introducing to our public sector customers and prospects.</p> <p>Our direct sales force uses a CRM system to collect customer data and uses it in the sales process. That data can also be used in marketing to those prospects using a variety of tools within the system to include email campaigns as previously mentioned in our marketing plan.</p> <p>External - Konica Minolta uses social media platforms such as Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram and Flickr to provide followers information. These platforms will be used to announce a Sourcewell contract award. We also use industry publications to make announcements and promote Konica Minolta and its partners.</p> <p>Konica Minolta has also created the web series GovTV, which includes interviews of industry experts on government solutions. These interviews will be posted on Konica Minolta's YouTube channel. All of the solutions discussed will be available via the Sourcewell Contract.</p> <p>As previously mentioned, Konica Minolta will maintain a public website for this Sourcewell contract and our other Sourcewell contracts to put information at the fingertips of clients and prospects.</p>	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Konica Minolta's Public Sector Team believes that a strong partnership with Sourcewell continue to provide an opportunity to collaborate on marketing efforts which will result mutual success. We would request a marketing strategy meeting with our Sourcewell Contract Manager upon award to learn the best practices of Sourcewell and its most successful vendors for this contract. Below are some of the items that Konica Minolta would look to Sourcewell for help in promoting our contract.</p> <ul style="list-style-type: none"> <li>• Member Communication of Award – Upon award, we would request Sourcewell's resources to launch Konica Minolta's contract award. This could be done via a live introduction webinar at the Sourcewell office and other mediums that Sourcewell would recommend.</li> <li>• Konica Minolta Updates – Konica Minolta would utilize Sourcewell's resources to update clients on the addition of products and/or services or any other contract related information.</li> <li>• Customer Engagements – Konica Minolta would request assistance from Sourcewell on participating agency engagements including answering client questions, prospective client meetings, contract validation discussions and any other contract related engagements that require Sourcewell assistance to move an opportunity forward.</li> <li>• Konica Minolta Training – We would request assistance with Regional and Local Sales Meetings to share Sourcewell's cooperative contract talk track and benefits in your words. On occasion, we would ask that Sourcewell be involved in specific branch meetings that are focused on a specific market or participating agency engagement. Some meetings will be in person, but many times a webinar or conference call would suffice.</li> <li>• Sourcewell Member Product Showcases – We like to showcase our industry-leading technology to captive audiences. In doing so, we can introduce innovative ideas to Sourcewell clients that can transform their work environments or reduce their costs. We would request Sourcewell's assistance in inviting members to view Konica Minolta's Product Showcases which could be webinars or, on occasion, demonstrations using Sourcewell or Konica Minolta video productions.</li> <li>• Email/Direct Mail Introduction of Konica Minolta to Sourcewell Membership – With Sourcewell's assistance, Konica Minolta would request access to a membership list with email addresses and /or mailing addresses to introduce Konica Minolta technologies to the Sourcewell membership and provide information on what we have to offer via the Sourcewell contract. The membership list would also be used of other Sourcewell approved communications such as product announcements, product showcase invitations or other exciting updates.</li> </ul> <p>Our vertically assigned branch sales teams have well established sales processes that include a cooperative contract sales track. Our Sourcewell training will provide them the information they need to market the Sourcewell contract's benefits and scope of solutions to current and prospective customers. Materials will be made readily available to the sales teams so they can actively promote Sourcewell in their everyday sales processes.</p>	Item #10.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No. Konica Minolta does not have an e-procurement ordering process. Currently, we have a dedicated website for Sourcewell members to view product specifications and awarded pricing. Due to the complexity of configuring products, solutions and services we do not offer punch out capability for contracts of this nature.</p>	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training is a standard offering at no additional charge. There are instances where advanced or specialized training may be requested by a client. In such cases, these types of training may be chargeable.</p> <p>Konica Minolta firmly believes that proper user training is the cornerstone of any successful program and is standard at no additional charge. By ensuring that users are properly trained to operate our equipment, as well as utilize the advanced features to simplify document workflow procedures and increase efficiency, Konica Minolta increases the satisfaction of our users. To meet this goal, Konica Minolta offers in-depth client user training upon installation of all new MFP equipment. These training courses consist of a general overview of the features of the machine, a review of available document processes, such as finishing, scanning and other options, instruction on how to maintain the unit, such as clearing simple paper jams and adding toner, and training on how to place service calls and collect meter reads. Konica Minolta views user training as an ongoing process and is committed to providing follow-up training throughout the course of our relationship, at no additional charge to ensure all users are comfortable with the installed fleet of Konica Minolta equipment.</p> <p>For production print equipment, wide format, specialty products, managed services and applications solutions there are advanced user functions and implementations requirements that require additional specialized training. Advanced training on these functions may be chargeable.</p>

<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Konica Minolta is reshaping and revolutionizing the Workplace of the Future™ with its expansive smart office product portfolio from IT Services (All Covered), ECM, Managed Print Services and industrial and commercial print solutions.</p> <p>Konica Minolta continually invests in Research and Development to strengthen our brand value and the value provided to our customers and society. We are fostering meaningful innovation, developing new technologies and growing creative ideas, through thought leadership, that deliver significant change for millions of people.</p> <p>Konica Minolta, while remaining dedicated to developing new products, enhancing our lineup in workgroup MFPs and production print devices, we customize our offering portfolio to our client's specific sectors and business categories.</p> <p>Our next generation of models will continue to focus on the MFP not just as a printer/copier/scanner, but as part of an integral part of an information management system. We will drive future growth in our print production portfolio, including markets such as industrial inkjet, label printing, and marketing automation. We will feature the next generation of 3D models that will provide our customers access to additive manufacturing solutions, complementing and expanding their capabilities through our complete product and services portfolio.</p> <p>Our philosophy, "The Creation of New Value" guides us to provide more value to our clients by transforming into a digital organization while continually delivering a best in class experience to our clients.</p>	<p>Item #10.</p>
<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Based on our Philosophy and Vision, Konica Minolta has created an environmental policy that is reducing the environmental impact of every business process we conduct resulting in new social and economic value. Protecting our planet is a top priority of our leaders and employees. Our broad array of environmental initiatives include eliminating pollutants, reducing energy consumption and creating products and solutions that help our customers realize their own sustainability goals. We strive to assist our customers and are enabling them to construct their own environmental plans for becoming kinder to the environment. Our approach contributes to creating shared value (CSV) for environmental improvement with our customers, sharing ideas to improve and enhance everyone's environmental activities.</p> <p>Konica Minolta's environmental initiatives are listed below.</p> <ul style="list-style-type: none"> <li>• EcoVision 2050</li> <li>• Solar Energy Initiatives</li> <li>• Earth Friendly Products</li> <li>• IH Fixing Technology</li> <li>• Clean Planet Recycling</li> <li>• Simitri® HDE Polymerized Toner</li> <li>• PET Plastics</li> <li>• ICE-u Technology</li> <li>• OLED Lighting</li> <li>• Green Factory Certification System</li> <li>• Green Product Certification System</li> <li>• Green Marketing</li> </ul> <p>Our strategic and extensive development of these initiatives have achieved acclaim as being some of the best in the world, having the number one position in the overall manufacturing sector of the Nikkei Environmental Management Survey as well as receiving first-tier ratings in international CSR and SRI assessments.</p> <p>EPEAT®, which is managed by the Green Electronics Council, has been a comprehensive environmental rating that helps identify greener computers and other electronic e equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty nine environmental performance criteria considering life cycle of imaging equipment.</p> <p>Green Products Certification System is our own unique system for evaluating and certifying products with superior environmental performance. To date, all of our sites have achieved a 12 percent reduction in CO2 emissions per unit of production.</p> <p>PET Plastics is our newly developed polymer allow recycled PET that overcomes the disadvantages of conventional PET plastic, such as fragility, low fire—resistance and difficulties in injection molding. This plant-based bioplastic offers low environmental impact, using less petroleum-based resources and emitting less CO2 during its lifecycle than petroleum-based plastic.</p> <p>IH Fixing Technology is an Induction Heating (IH) fixing technology that reduces poor consumption during the MFP fixing process resulting in a shorter warm-up time. It automatically cuts off residual fixing heat when no print jobs are taking place, contributing to energy savings.</p> <p>Alternative Energy can be found at our US headquarters in Ramsey, NJ, where we installed a 967,000 kWh solar energy system consisting of 3,498 240-watt solar panels. Based on EPA standards, our system produces enough energy to power more than 80 homes for one year or offset the greenhouse gas emissions produced by 132 passenger vehicles.</p>	<p>*</p> <p>*</p>

<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>We are proud that Konica Minolta products meet or exceed the requirements of the world's most widely recognized certifications. When you choose our products, you can rest assured that you are making environmentally conscious decisions while maintaining high quality, performance and reliability.</p> <p>Nikkei Environmental Management Survey: Ranked #1 of 413 companies for the 2nd consecutive year in the 19th annual Nikkei Environmental Management Survey, an evaluation of sustainability initiatives in environmental and business management.</p> <p>Blue Angle: Launched in Germany in 1978 as the world's first environmental labelling system, the Blue Angle is awarded to products and services that have a smaller environmental impact. Since receiving the world's first Blue Angle certification in the field of copiers in January 1992, Konica Minolta has continued to receive certification for new products by clearing the certification bar each time it has been raised.</p> <p>Dow Jones Sustainability World Index: Highest Score in Economic and Environmental Dimensions in the Sector</p> <p>ECO LEAF Labelling: The ECO LEAF labelling provides information on the environmental impact of a product, based on quantitative measurement of the environmental performance through the product's entire life cycle, from raw material procurement to production, sales, usage, disposal, and recycling. Konica Minolta provides environmental impact data relating to its office equipment through the ECO LEAF.</p> <p>ENERGY STAR: Products that meet certain standards can be registered as ENERGY STAR devices as part of an energy saving program for office equipment. Implemented in 1995 through an agreement between the Japanese and US governments, the international program has expanded with the participation of the EU, Canada, Australia, New Zealand, Taiwan and other countries. Konica Minolta joined the ENERGY STAR program early on, and most of our products now fulfill the ENERGY STAR requirements.</p> <p>EPEAT®: Managed by the Green Electronics Council, EPEAT® has been a comprehensive environmental rating that helps identify greener computers and other electronic equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty nine environmental performance criteria considering life cycle of imaging equipment. Learn more about EPEAT® certification here. We have attached our EPEAT® Environmental Disclosures with our response.</p> <p>EcoLogo: North America's most widely recognized and respected environmental certification program. Launched by the Canadian Federal Government in 1988, EcoLogo has grown to serve buyers and sellers of green products throughout Canada, the United States, and around the world.</p> <p>RoHS2 &amp; Declaration of Conformity: Effective since July 2006 on the European market, the RoHS Directive (Restriction of Hazardous Substances) was superseded in January 2013 by the new RoHS 2 Directive, which integrates RoHS 2 into the Declaration of Conformity. As a result, the CE mark now covers RoHS 2 Compliance and replaces the former 'RoHS 2' and not only avoids the listed substances in the RoHS-designated products but has discontinued the use of these substances in all office products.</p> <p>Eco Mark: The Eco Mark program is operated by the Japan Environment Association (JEA), founded in 1989. Products displaying the Eco Mark symbol are certified as being useful for environmental preservation.</p>	<p>Item #10.</p>
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<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>While Konica Minolta is not a small, minority or woman owned business enterprise, we committed to the sourcing of materials and services from suppliers who are at least 51 owned and operated by one of the following categories or ethnicity's:</p> <ul style="list-style-type: none"> <li>• Small Disadvantaged Businesses</li> <li>• Minority-owned businesses</li> <li>• Women-owned businesses</li> <li>• Disabled-owned businesses</li> <li>• Veteran-owned businesses</li> <li>• LGBT businesses</li> </ul> <p>In all aspects of our purchasing and performance we encourage the utilization of Minority, Women Owned, and Disadvantaged business enterprises. On many contracts, Konica Minolta utilizes these enterprises to support the lease financing, delivery and service maintenance needs of our devices.</p> <p>Additionally, our Strategic Alliance program works to establish partners or teams with companies that have minority or hub zone certification both on a State and Federal level to pursue both public sector and private sector business opportunities. The Strategic Alliance program allows Konica Minolta to form partnerships with the following minority certifications (Women Owned, African American Owned, Veteran Owned, Asian American Owned, Native owned and Hispanic American Owned) in support of opportunities within specific geographies or in support of specific contracts. Partnerships are based on the needs of the specific opportunity, statement of work, partner's useful business function in overall solution, financial viability, contract requirements and customer need / preference. Once a partner is selected, a teaming agreement is drafted which is primarily governed by the statement of work associated with the opportunity. Konica Minolta can provide specific examples of some of our partnerships upon request.</p>	<p>Item #10.</p>
<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>While Konica Minolta is typically perceived as an MFP/printer vendor, the company has made considerable progress in repositioning itself as a managed services company that delivers workplace solutions. Thus Konica Minolta's product evolution involves a continuum of products and services including hardware, managed services, and business process automation integrated into an Intelligent Connected Workplace.</p> <p>Konica Minolta's transformation strategy is focused on helping customers realize this workplace vision. The Intelligent Connected Workplace means using state-of-the-art technologies to connect people with intelligently analyzed data, identify and address customers' expanding needs, and manufacture high-quality products. This vision follows various stages of maturity where an evolutionary level of security is provided at each step. It starts with customers that are locked into paper processes (stage 0) to various levels of connectedness (IT to work to people) to achieve a fully optimized workplace.</p> <p>Konica Minolta is an industry leader due to our consistent growth in technology offerings. Our expansion of our overall product and services portfolio has been fueled by acquisition, organic growth and focused corporate strategy. We offer solutions in the areas of IT Services, Enterprise Content Management, and Specialty Products such as 3D printers, Managed Print Services, Work Smart Technology, Interactive Classroom Technology and Production Print Products and Services.</p> <p>Our experience provides definitive ways for our customers to optimize their business environments:</p> <ul style="list-style-type: none"> <li>• Centralized procurement concept with "print less" specifications</li> <li>• Industry leading recycling program</li> <li>• Industry leading security features in MFP product line</li> <li>• Automation of toner management (automation of processes with no manual intervention)</li> <li>• Reduction in internal efforts</li> <li>• Significant and sustained reduction in costs</li> <li>• Provision of user-appropriate, standardized, and secure output service</li> <li>• Ensuring a high level device efficiency</li> <li>• Attainment of a high level of user satisfaction thanks to ease-of-use</li> <li>• Development of central and automated management of the entire output infrastructure with transparency</li> <li>• As little product diversification as possible</li> <li>• Central administration, major relief for product support team (first-level support)</li> </ul> <p>Our Managed Print Service methodology combines consultancy, implementation and management services. We align your business outcomes to develop executable strategies and improvement plans. Desired business outcome planning is based on business operation, workflow processes, precise statistics, integration requirements and current to future state cost reduction opportunity. This concept rests on three core activities, Consult-Implement-Manage, with each comprised of three key components:</p> <ul style="list-style-type: none"> <li>• Consult - capture, analyze, optimize</li> <li>• Implement - project, change, inform &amp; train</li> <li>• Manage - operate, monitor, improve</li> </ul> <p>Operating as a complete solution provider, we embrace our history in innovation and our investments in future technologies to continually evolve and remain focused on the management of the entire information lifecycle across various industries. In the United States, our products, solutions and services are offered by more than 125 direct sales</p>	<p>*</p>

locations and authorized dealers.

Innovative Solutions to Give Shape to Ideas  
 Konica Minolta utilizes our expertise and proprietary technologies we have amassed over the decades; to solve problems, improve productivity and more. Through our innovative efforts, we are committed to giving shape to our customers' ideas, by offering our technologies and innovative solutions which are the driving force behind the creation of new value for our customers.

Key differentiators from those of our competitors:

- ✓ Service Focused - Customized service solutions to optimize workflow by tailoring solutions to meet the unique needs of each customer.
  - Mobility: Innovation
    - Enable a mobile workforce to connect securely, communicate and collaborate. Ensures the added flexibility to utilize multiple network devices.
  - Technology Optimization: Cost Controls
    - Transform your network to deliver the best value for the lowest costs while transitioning to the next generation of technology.
  - Security and Compliance: Data Regulations
    - Secure your systems and data against internal and external threats, Ensure your organization meets current and future compliance regulations.
  - Content Management: Productivity
    - Enterprise content management enables information to move seamlessly throughout your organization, allowing you to get more done in less time.
- ✓ Integrated Hardware and Service Solutions to support the design and implementation of complete solutions for document creation, production and management.
  - Managed Print Services (MPS)
    - A fully customized solution that can assess a document and print environment, optimize document workflow, and reduce maintenance costs to improve document output.
    - We have included our MPS site agreement in our bid response. The MPS site agreement is required with all MPS transactions.
  - IT Services
    - All Covered, a division of Konica Minolta, is a leading provider of IT services. Engineers provide your organization with customized IT support to ensure that your IT infrastructure operates optimally.
    - We have included our Master Services Agreement (MSA), and the applicable Managed IT Supplement (MITS), in our bid response. The MSA and MITS are required with all IT transactions.
  - Digital Solutions Center
    - A single point of contact, staffed by system engineers to help you achieve maximum productivity from your networked multifunctional peripherals and applications.
  - Enterprise Content Management (ECM)
    - Design, deploy and support an ECM strategy customized for your business—a strategy that organizes your information, optimizes your printing, manages your infrastructure and controls your costs.
    - We have included our Master Services Agreement (MSA), and the applicable ECM supplement, in our bid response. The MSA and supplement are required with all ECM transactions.
  - bEST Developer Support Program
    - Offers a comprehensive support infrastructure designed to help streamline your development efforts.
- ✓ Unified Product Approach designed to create consistency and efficiency across product lines.
- ✓ Intuitive bizhub MarketPlace Applications for a new dimension in multifunctional productivity. Download apps that give you direct access to personal or professional information, streamline workflow, improve productivity and enhance user experience.
- ✓ Business Innovative Centers (BIC) launched in five major regions around the world to initiate, support and manage new business and technology in responding to regional customer needs and market development.
- ✓ EcoVision 2050 is a long-term environmental vision to fulfill our commitment, as a global corporation, to a sustainable earth and society. (Established in 2009)

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
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			Item #10.
42	Do your warranties cover all products, parts, and labor?	<p>Yes. Konica Minolta offers our Customer One Guarantee- "It Works or It Walks"</p> <p>We are so confident in the quality of our products that we guarantee your Konica Minolta MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:</p> <ul style="list-style-type: none"> <li>• First two years: replacement will be a brand new MFP</li> <li>• After two years: replacement may be new or refurbished</li> <li>• Plus, Konica Minolta will also provide a \$1,000 credit towards your next Konica Minolta MFP as a way to say "we're sorry for the inconvenience"</li> </ul> <p>Please see attached copy of our Customer One Guarantee</p> <p>3rd Party Products - significant failure must be determined by an onsite, Konica Minolta Service representative. The Customer One Guarantee does not apply to these Products.</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, although we do not impose usage limits or restrictions in our warranty agreement, we do provide recommended volume levels for various devices through "right sizing" to ensure the device functions properly within our recommended specifications.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. However, for remote locations where devices are outside of a fifty (50) mile radius from a support location, an additional charge may apply.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Konica Minolta will provide service including warranty repairs throughout all fifty states. However, some remote areas may require a longer response time than normal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	These warranties are typically passed on to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	<p>Konica Minolta offers our Customer One Guarantee- "It Works or It Walks"</p> <p>We are so confident in the quality of our products that we guarantee your Konica Minolta MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:</p> <ul style="list-style-type: none"> <li>• First two years: replacement will be a brand new MFP</li> <li>• After two years: replacement may be new or refurbished</li> <li>• Plus, Konica Minolta will also provide a \$1,000 credit towards your next Konica Minolta MFP as a way to say "we're sorry for the inconvenience"</li> </ul> <p>Please see attached copy of our Customer One Guarantee</p> <p>3rd Party Products - significant failure must be determined by an onsite, Konica Minolta Service representative. The Customer One Guarantee does not apply to these Products.</p>	*
48	Describe any service contract options for the items included in your proposal.	<p>Konica Minolta will offer Sourcewell members various service contract offerings:</p> <ul style="list-style-type: none"> <li>• Cost-per-copy with no minimums</li> <li>• Monthly Rate with minimum and overages (this method helps with budgeting and will be customized based on customers' needs at time of quote)</li> <li>• Pooled (Aggregate) billing</li> <li>• Flat rate service programs- On a case by case basis we offer this type of program based on the customer's needs.</li> <li>• At the end of the first year of a Sourcewell contract maintenance agreement and once each successive 12-month period, KMBS and our authorized dealers may increase the maintenance base and usage charges. The annual increase in the maintenance and base usage charges will not exceed 11%.</li> <li>• All 11" x 17" prints/copies will be charged for 2 clicks.</li> <li>• Legacy Equipment- Konica Minolta may provide Maintenance Agreements on any Equipment that is owned, leased, or rented through previous Sourcewell contracts or that were procured via any other means. Our direct branches and network of authorized dealers will work the Sourcewell client to ensure that the member's needs are met.</li> </ul> <p>We have included our Standard Maintenance Agreement, along with our Service Level Agreement (SLA) in our bid response. These terms and conditions apply to all service transactions.</p>	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	Item #10.
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days	
50	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?	<p>Konica Minolta has several financing options we can offer Sourcewell members:</p> <p>Konica Minolta Premier Finance (USA)  We administer financing through our Konica Minolta Premier Finance (KMPF) program. KMPF is the private label leasing program of Konica Minolta. We hold a portion of the transactions we originate internally as leases and rentals. The balance of our transactions are billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with KMBS. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer experience.</p> <p>Through these financing programs, we can offer the following suite of Finance Solutions:</p> <ol style="list-style-type: none"> <li>1. Fair Market Value Lease – 24-60 month terms (applicable only to Hardware Financing)</li> <li>2. Dollar Buyout Leases - 24-60 month terms (applicable only to Hardware Financing)</li> <li>3. * True Municipal Finance Programs – 24 - 60 month terms <ul style="list-style-type: none"> <li>• Minimum transaction size \$20,000 and the customer must qualify</li> </ul> </li> <li>4. Software Only Finance Program – 24 - 60 month term</li> <li>5.* Purchase Order Only Lease Program (ancillary documents may be required).</li> </ol> <p>* Customer Must Qualify</p> <p>Details on Purchase Order Only Program are provided below:</p> <p>Purchase Order only transactions: The following language must be incorporated into the members or participating entity's purchase order:</p> <p>This purchase order incorporates the terms and conditions of the Konica Minolta Sourcewell Contract No. 030321-kon specifically those financing terms from the Financing Agreement referenced in Table 10, attached to Contract as Exhibit A and Exhibit A-1 as set forth in <a href="https://kmbs.konicaminolta.us/kmbs/microsites/sourcewell">https://kmbs.konicaminolta.us/kmbs/microsites/sourcewell</a> contract for full terms and conditions that govern and control financing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.</p> <p>We have included our KMPF Finance Agreements in our bid response. The KMPF Finance agreements are separate and standalone agreements. In event of any conflicts among the terms or conditions of the Sourcewell RFP #030321 and/or Contract regarding the financing of any Equipment, Product or Services (as defined in RFP 030321 Section II.B.), the Financing Agreement terms shall control.</p> <p>Konica Minolta has also partnered with NCL Government Capital ("NCL"), who is a current Sourcewell financing contract holder (#011620-NCL). By using NCL's Sourcewell contract for the financing and Konica Minolta's contract for the MFD, the customer receives a turnkey solution and the entire project has satisfied their bid laws. NCL will offer leasing terms from 12-72 months on transactions from \$15,000.00 and up. Programs will be offered with both Tax Exempt Municipal Lease Purchase agreements as well as traditional FMV and \$1.00 Purchase Options.</p> <p>Konica Minolta Premier Finance Canada  We administer financing through our KMPF program. Konica Minolta Premier Finance is the private label leasing program of Konica Minolta Business Canada Solutions (Canada) Ltd. Our transactions are billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with KMBS. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer</p>	*



Item #10.

		<p>experience. Through the KMPF program, we can offer the following suite of Finance Solutions:</p> <ol style="list-style-type: none"> <li>1. Fair Market Value Lease – 24-60 month terms</li> <li>2. Dollar Buyout Leases - 24-60 month terms</li> <li>3. Software Only Finance Program – 24-60 month term</li> </ol>	
51	<p>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.</p>	<p>Order Process All ordering and sales reporting will be provided directly by Konica Minolta, our KMPF finance partners, and/or NCL under a resulting contract. Konica Minolta establishes a Master Agreement ("MA") in SAP at time of award, which represents the complete contractual relationship between Konica Minolta and a customer or group of related customers. This MA # directly correlates to the issued contract number.</p> <p>Order documents are prepared for either purchase or lease and submitted directly to the assigned dedicated Account Management Team. The order department will then process the order through our SAP-based operations system against the assigned MA number, once orders are processed the transactions data automatically flows through our SAP-based operating system.</p> <p>Upon receipt of an order request from a client the Konica Minolta Account Representative will process the requested order as follows:</p> <ol style="list-style-type: none"> <li>1. Requested order is immediately input from the order-processing center through the Konica Minolta Corporate Order Entry System</li> <li>2. Within 24 hours an Order Number is generated against the order input</li> <li>3. Within 24 hours inventory is checked for availability at the Branch Servicing Center</li> <li>4. If applicable, upon confirmation of inventory availability, a serial number is assigned to the order</li> <li>5. Upon generation of software licenses, customers are provided a copy of the software licenses via email</li> <li>6. 48 hours after licenses being distributed, the invoice number is generated</li> <li>7. Upon software license distribution, the Konica Minolta Professional Services Team will schedule for implementation as required</li> </ol> <p>Quarterly Sales Reporting Konica Minolta is currently an awarded vendor on two (2) Sourcewell contracts (MFD's and Unified Communications), which has given us experience using the preferred contract sales template. The data captured in our SAP-based operating system provides a wide array of information related to each transaction. Using a tool connected to SAP we run our sales reports based on the required criteria on Sourcewell's contract template. Should we receive an award under the resulting contract, Sourcewell will continue to receive timely and accurate reports from Konica Minolta. All ordering and sales reporting will be provided directly by Konica Minolta and/or our KMPF finance partners under a resulting contract.</p>	*
52	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?</p>	<p>Konica Minolta readily accepts and supports the use of procurement cards for ordering hardware and chargeable supplies. For purchases, there is no additional cost to Sourcewell Members. For leases, there is a nominal upcharge in the lease rate factor when a p-card is utilized. P-card payment for leases is not available in Canada.</p>	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Konica Minolta is providing Sourcewell, and participating entities, product category discounts from MSRP in our proposal. We have provided our pricing schedule in detail on the attached excel file (including MSRP, SKU's, and Sourcewell discounted price). In addition, spot discount pricing based on specific opportunities is also available. In Canada prices will be converted to Canadian Dollars in the month in which the quote is provided to Customer according to the average exchange rate between U.S. Dollars and Canadian Dollars over the preceding ninety (90) days as published on www.oanda.com. Such converted pricing will be valid for sixty (60) days from the issuance of the quote and will be readjusted, if necessary, if any order is not executed within such sixty (60) day validity period.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Konica Minolta MFD Main Unit Hardware Range – (55%-69%) Konica Minolta Printers Hardware Range – (35%-54%) Konica Minolta Accessories Range – 25%-30% Consumables – 0% - 10% 3rd Party Products (interactive technology products, wide format printers, 3D Printers, professional services, (software, scanners, etc.) Range 0%-38%
55	Describe any quantity or volume discounts or rebate programs that you offer.	Konica Minolta will look at each opportunity on a case-by-case basis, and will offer spot discounting based on the customer's needs, and the competitiveness of that particular market.
56	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.	Depending on the product or service that was needed, if it fell within the scope of the Sourcewell contract, we would first attempt to get the item added to the contract. If for some reason the client needed it right away or we were not able to add it, Konica Minolta will offer them an open market price, which is typically a discount from MSRP. Depending on the product or service, the client may have to sign our KMBS standard terms and conditions for the open market items. OCONUS deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. This will be quoted at time of request.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have listed pricing for the following on our price list: <ul style="list-style-type: none"> <li>• Installation</li> <li>• Training</li> <li>• Professional Services</li> <li>• Delivery to remote areas of Alaska and Hawaii (case by case)</li> <li>• Delivery</li> <li>• Hard Drive Sanitation and Removal</li> <li>• Relocation/Moves are open market</li> <li>• For Software and Services all items are identified individually on our price list.</li> </ul>
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Some of our 3rd party products require that we charge for delivery (size, weight, complexity). These charges are indicated on our price list.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Any orders OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Konica Minolta has included all of our standard delivery and installation methods in our proposal. However, in the past, we have utilized very unique abilities in the past to provide critical services, for example; Installation with cranes, and deliveries to very remote areas via snowmobiles, bush pilots and ferries. Although rare, we are committed to thinking outside the box and exhausting every method needed to meet the needs of our customers.

**Table 12: Pricing Offered**

Item #10.

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	Similar as the Proposer typically offers to cooperative procurement organizations, or state purchasing departments.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>Konica Minolta uses a customized version of SAP that will enable us to assign a specific internal Master Agreement number for the Sourcwell contract. The master agreement will represent the complete contractual relationship between KMBS and Sourcwell, including terms and conditions and pricing information. We will also be able to use the master agreement number to pull all billing activity for reporting and payment of any administrative fees.</p> <p>Master Agreement, orders and administrative fee payment and reporting will be managed by our KMBS Direct Administration team.</p> <p>Additionally, we are subject to JSOX procedures that ensure thorough checks and balances and periodic audits to confirm that appropriate terms and conditions and pricing have been approved and are correctly loaded to the master agreement. Japan's Financial Instruments and Exchange Law is considered the Japanese version of Sarbanes-Oxley (SOX). The J-SOX compliance law introduces strict rules for the internal control of financial reporting in order to protect investors by improving the accuracy and reliability of corporate disclosures.</p> <p>Konica Minolta has a Business Intelligence Resource group that handles our sales reporting. We have dedicated individuals that handle all of our public sector contract sales reporting. They are very familiar with the process, and understand the importance of keeping Konica Minolta in compliance with our contracts. The State and Cooperative Contract Manager, Kristen McKenna, has overall responsibility for the day to day contract compliance, as well as the sales reporting and remittance of all rebates. We ensure that reports and rebates are submitted timely to our public sector customers.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Konica Minolta proposes a standard administrative fee payable to Sourcwell as follows: 2% on all hardware sales. Additionally, due to the competitive nature of large opportunities, we propose a reduction of the administrative fee to 1% for opportunities where the hardware sale is above \$250,000.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Konica Minolta is proposing an all-encompassing solution that will not only meet objectives of Sourcwell's request, but will exceed them by forming a relationship that will institute a methodology of continual savings, optimization, and growth. We are proposing to continue to act as your business partner, not simply an equipment supplier.</p> <p>We are offering Sourcwell and its members solutions in the areas of MFD's, IT Services, Enterprise Content Management, Document Workflow Solutions, Specialty Products such as 3D printers, Wide Format and Scanners, Managed Print Services, Facilities Management, Work Smart Technology, Interactive Classroom Technology and Production Print Products and Services. All of our proposed products and service to Sourcwell meet and/or exceed industry standards.</p>	<p>Item #10.</p> <p>*</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Office Multi-function Printers (MFP's) – Konica Minolta's award-winning bizhub multifunction printers speed up output and streamline workflows with multifunctional productivity — printing, copying and scanning with simple on-screen control, seamless software integration and all the options you need for right-size scalability in any business or professional application.</p> <p>Printers – Konica Minolta printers offer a wide range of print solutions for any-size business, giving customers the document solution that best fits their needs — and allowing them to replace legacy desktop devices with fast, cost-efficient, networkable printers that speed output, improve image quality and help keep ahead of rising workloads.</p> <p>Production/Specialty Printers and Finishing Equipment – Konica Minolta bizhub PRESS and bizhub PRO equipment leads the industry in digital print production performance — with revolutionary color image quality, ultra-high-speed B&amp;W output, pro-quality inline and offline finishing options to meet any job specs, and purpose-built to keep pace with rising workloads.</p> <p>Wide Format Printers – Konica Minolta wide format printers provide superior solutions for viewing and printing wide-format engineering drawings, public-works documents and more — with fast output, simple operation, superior image quality in both color and B&amp;W, and scalable configurations to meet the needs of both headquarters and field operations.</p> <p>3D Printers - 3D professional printing brings ideas to life. Konica Minolta provides dramatic 3D printing that communicates user's best designs and ideas, quickly and accurately.</p> <p>Scanners – Konica Minolta's Scanner Portfolio offers a range of desktop scanners for general office and production environments, as well as microfilm and book scanners - bringing information into the digital era to streamline workflows.</p> <p>Enterprise Content Management Software and Services - Konica Minolta's Enterprise Content Management (ECM) services and document management solutions allow for better capture, retrieval and retention of data, and then houses it all in one central, online repository either on premise or offsite – or both. Now, with digital content all in one place, customers benefit from a tailored solution that integrates seamlessly with their existing systems. They will experience accelerated information flow, increased staff productivity and reduced costs from processes that will be significantly more productive.</p> <p>Application Software – Konica Minolta provides software that can be integrated with our hardware offerings to solve business problems that exist in the public sector. The software solutions include options for cost recovery, document management, automated workflow, business process automation, mobility and security and compliance.</p> <p>Interactive Technology Products, Software and Services – Konica Minolta's advance portfolio of interactive technology solutions provide a digital means for data capture and analytics as well as providing of new ways of communicating through interactive solutions.</p> <p>Enterprise Print Management Services – Konica Minolta's Enterprise Print Management Services are defined by our three pillars: Technology, Management Services and IT Services. These pillars represent a complete portfolio of solutions and services that are designed to address your print strategy at the office, production and external print resource level. Below are the services Konica Minolta provides:</p> <ul style="list-style-type: none"> <li>• Managed Print Services - Konica Minolta's Managed Print Services program helps government organizations identify the right devices at the right locations, while more effectively managing their print environments. A properly designed print management program monitors the printing behaviors of staff and identifies actual printing needs, thereby eliminating wasteful printing practices. A well-executed print management strategy can save money, reduce environmental waste, free up IT resources and extend the useable life of printing devices. All of this adds up to huge savings for our customers.</li> <li>• Facilities Management - Konica Minolta's Facilities Management is an extensive program that can reduce costs and implement best business practices throughout your organization — from staffing to technologies — and across all aspects, including managing your flow of information to moving hard copy and electronic documents to their final destinations. We ensure the smooth operation of your business so you can focus on its performance. We help you optimize your operations and control operating costs. And we offer solutions for managing</li> </ul>	<p>*</p>

		<p>change. It's all about providing a smarter way to manage your facility and bring you confidently into the workplace of the future. Konica Minolta provides on-site resources services and advanced document imaging technologies to manage non-core functions of your business. Our Managed Office Services include Secure Mail Distribution and Management, On-Site and Off-Site Production Centers, Centralized Copy/Print Center Staffing, Creative Design Services, MFP Fleet Management, Reception and Security, Shipping and Receiving, Hospitality and Conference Room Management.</p> <ul style="list-style-type: none"> <li>IT Services - To complement our award-winning document systems and workflow solutions, Konica Minolta helps government leaders meet the challenges of today's fast-moving environment with a range of IT Services—comprehensive support programs and capabilities that can be customized to an agency's needs. Help desk, application services, cloud services, managed IT and more—IT Services from Konica Minolta does it all, increasing productivity without adding personnel to the payroll.</li> </ul>	Item #10.
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Copiers	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
67	Printers	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
68	Multi-function devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
69	Hardware, software, supplies, consumables, and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
70	Managed Print Services (MPS) solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
71	Related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Konica Minolta's Public Sector Team understands that the award of a national cooperative contract does not end its process. We are constantly evaluating contracts within our cooperative contract portfolio to understand the strengths and weaknesses with each. As such among our internal metrics are the following examples:</p> <ul style="list-style-type: none"> <li>Monthly Revenue: Revenue reporting provides the guidance to evaluate the strengths and weaknesses of our use of the national cooperative contract. This information allows us to pivot with the field sales organization to advance the contract within specific participating entity sectors.</li> <li>Campaign ROI: Our Customer Relationship Management tool allows us to assign identifications to marketing campaigns. We use this detail to analyze the success of prospecting and conversion to sales. This ROI information allows use to address regions that are underperforming in their effort and develop best practices where region have found success.</li> </ul>
73	Describe shipping and delivery options available to participating entities.	<p>We have included delivery on all of our Konica Minolta core products. However, some of our 3rd party products require that we charge for delivery (size, weight, complexity). These charges are indicated on our price list.</p> <p>We maintain warehouses throughout the United States, ensuring timely delivery of all devices and supplies. As an experienced integrated software provider, we are familiar with the requirements of our customers to have a complete unit, ready for use upon installation of the equipment. Konica Minolta makes all reasonable efforts to comply with the timeframes outlined in our response. Products in stock can typically be delivered within 10-14 business days, but we guarantee delivery within 30 business days ARO. We will develop a mutually acceptable delivery schedule with the Sourcewell participating agency, at time of order.</p>

74	Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.	<p>Konica Minolta has established a quality assurance system. It is striving to improve its ability to resolve market quality problems that are related to the safety of products and services and is working to avoid serious accidents and reduce quality problems.</p> <p>Konica Minolta regularly holds quality meetings to discuss product safety and other quality-related issues and work to continuously improve quality by thoroughly implementing the PDCA cycle.</p> <p>For example, twice a month the Quality Assurance Division of the Business Technologies Business holds a Quality Council attended by those in charge of development, procurement, production, and customer support. They work to solve cross-functional quality problems and improve the quality management system as a united team. Established at this council was the Double Quality Assurance System in which, in addition to self-assessments performed by those in charge of the development and production processes, evaluations are implemented from the unique perspective of the Quality Assurance Division. Since its start in April 2011, this system has greatly enhanced the quality management system.</p> <p>MFPs and laser printers used in offices must be designed so that misuse and break-downs do not cause electric shocks, smoking, or injuries to users. For this reason, Konica Minolta has established independent product safety standards that exceed the requirements of the legal standards and have rules requiring the detailed check of every aspect of its products. Past quality problems are thoroughly analyzed, the causes are identified, and measures to deal with the problems are investigated. The results of this process are reflected in updated product safety standards. Continuous implementation of this process prevents the recurrence of quality-related problems and prevents new problems from arising.</p> <p>Konica Minolta is committed to establishing and monitoring quality processes and procedures in all areas of our company. Quality in our products is established through a thorough testing, performed by our Compliance Engineers, as are all of the products received from our parent company for distribution in the United States. This team performs laboratory and field level tests on all components and software tools for each machine to ensure compliance with our high standards.</p> <p>With 125 Corporate Sales Offices and approximately 300 Authorized Dealers nationwide, all fully supported by Konica Minolta Service and Technical experts, the Konica Minolta service model ensures that our customers receive the same high level of service, compliant with Konica Minolta's prescribed standards, consistently across all locations.</p> <p>Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance.</p> <p>Below is an excerpt from our Dealer Agreement that all of our Authorized Dealers must sign before accepting any of our equipment for delivery, installation, and service.</p> <p>Service and Maintenance - Dealer shall provide, in accordance with KMBS' service policy contained in KMBS' technical procedures, prompt, efficient and correct installation, service and maintenance to End-Users for all Products sold by Dealer, and as may be required, for any National or Major Account service which has been assigned to Dealer by KMBS as set forth in Paragraph 22 hereof, and for any Products which are tendered for service by an End-User at a location within the Territory. Dealer shall adhere to KMBS' installation and service policies and procedures as set by KMBS from time to time.</p> <p>KMBS Supplies and Spare Parts - For purposes of servicing End-Users, Dealer agrees to stock an appropriate amount of parts at each Authorized Location in such quantities as are necessary to provide adequate service and maintenance for the Products. Dealer recognizes that End-Users rely on KMBS quality and, to the degree practicable, Dealer will use only KMBS Supplies and Spare Parts.</p> <p>Service Training - Dealer understands and agrees that having knowledgeable and trained sales and service personnel is vital to properly servicing KMBS customers and growing sales in the Territory. Dealer must be service trained by KMBS for each Authorized Location and the requisite number of Dealer's service technicians, for each Authorized Location with respect to Dealer's field population of Products, must complete the service school to KMBS' standards. Training may be provided in such place as KMBS may deem appropriate at Dealer's sole cost and expense.</p> <p>Service Records - Dealer shall maintain a service history with respect to each placement by Dealer of Product and all other service records as may be required by KMBS procedures. During normal business hours and upon reasonable notice KMBS may inspect Dealer's service facilities and service records for the Products. KMBS will maintain the confidentiality of Dealer's service records and use such information solely to identify problems with Products or for Product improvement purposes.</p>	Item #10.
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**Exceptions to Terms, Conditions, or Specifications Form**

Item #10.

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Proposer's Affidavit**

Item #10.

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or



- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or an Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation. Item #10.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kristen McKenna, State and Cooperative Contract Manager , Konica Minolta Business Solutions U.S.A. Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_9_Copiers_Printers_MFD_RFP_030321</b> Tue February 23 2021 03:05 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Copiers_Printers_MFD_RFP_030321</b> Mon February 22 2021 02:20 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_Copiers_Printers_MFD_RFP_030321</b> Thu February 18 2021 01:00 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Copiers_Printers_MFD_RFP_030321</b> Wed February 17 2021 09:23 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Copiers_Printers_MFD_RFP_030321</b> Fri February 12 2021 07:58 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Copiers_Printers_MFD_RFP_030321</b> Wed February 10 2021 11:12 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Copiers_Printers_MFD_RFP_030321</b> Sun January 24 2021 06:07 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_2_RFP_030321_Copiers_Printers_MFD_RFP_030321</b> Tue January 19 2021 09:07 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_RFP_030321_Copiers_Printers_MFD_RFP_030321</b> Thu January 14 2021 10:07 AM	<input checked="" type="checkbox"/>	1

# AMENDMENT #1 TO CONTRACT # 030321-KON

THIS AMENDMENT is by and between **Sourcewell** and **Konica Minolta Business Solutions U.S.A., Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services to Sourcewell and its Participating Entities, effective April 22, 2021, through April 19, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Attachment A, Line 50 is amended to add the following offering below; and Exhibits B and B-1 are attached and included in this Amendment:

**Purchase Order only transaction.** The following language must be incorporated into the member or participating entity’s purchase order when ordering *Advantage Lease* (hardware with maintenance included):

This purchase order incorporates the terms and conditions of the Konica Minolta Sourcewell Contract No. 030321-kon specifically those financing terms from the Financing Agreement referenced in Attachment A Table 10, attached as Exhibit B and Exhibit B-1 as set forth in <https://kmbs.konicaminolta.us/kmbs/microsites/sourcewell> contract for full terms and conditions that govern and control financing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.

Except as amended by this Amendment, the Contract remains in full force and effect.

### Sourcewell

DocuSigned by:  
By: Jeremy Schwartz  
Jeremy Schwartz, C0FD2A139D06489... ement Officer

Date: 9/14/2021 | 9:39 AM CDT

Approved:

DocuSigned by:  
By: Chad Coquette  
Chad Coquette, 7E42B8F817A64CC... Director/CEO

Date: 9/14/2021 | 9:52 AM CDT

### Konica Minolta Business Solutions U.S.A., Inc.

DocuSigned by:  
By: Kristen McKenna  
Kristen McKenna, 8AA1BAB6FBE54BB...

Title: Director, Government Contracts

Date: 9/14/2021 | 9:48 AM EDT

**SOURCEWELL AND  
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.  
ADOPTION AGREEMENT**

This Adoption Agreement is between **Sourcewell**, 202 12<sup>th</sup> Street Northeast, P.O. Box 219, Staples, MN 56479 U.S.A. (Sourcewell) and **Konica Minolta Business Solutions U.S.A., Inc.**, 1595 Spring Hill Road, Suite 410, Vienna, VA (Konica Minolta).

Sourcewell and Konica Minolta are parties to the Contract bearing Contract number 030321-KON, effective April 22, 2021 (Contract), pursuant to which Konica Minolta provides equipment, products, or services to Sourcewell Participating Entities in the United States. Konica Minolta wishes to adopt the Contract for sales in Canada and Sourcewell agrees to such adoption in Canada.

1. **TERM OF ADOPTION AGREEMENT**

The Adoption Agreement is effective upon the date of the final signature below. The Term of the Adoption Agreement will be the same as the term of the Contract. If the Contract terminates for any reason or expires, the Adoption Agreement will terminate or expire at the same time.

2. **ADOPTION OF CONTRACT**

Sourcewell and Konica Minolta enter into this Adoption Agreement, which incorporates by reference the terms and conditions of the Contract, and modifies the terms and conditions of the Contract only as provided herein. For purposes of this Adoption Agreement, Konica Minolta Canada will be considered "Vendor" under the Contract.

- A. **Ratification.** Except as set forth in this Adoption Agreement, the Contract is hereby ratified and confirmed and except as modified by this Adoption Agreement, all terms and conditions are hereby incorporated by reference and remain in full force and effect with the same force and effect as if the full text were presented in its entirety.
- B. **Conflict.** In the event of any conflict between the terms of the Contract, any previous or future amendment(s) and this Adoption Agreement, this Adoption Agreement will control.

3. **PROVISIONS OF THE ADOPTION AGREEMENT**

The following changes to the Contract are applicable to all equipment, products, or services in Canada:

- A. All acquisitions made by Sourcewell Participating Entities under the Agreement in Canada will be delivered and invoiced by Konica Minolta's Canadian affiliate, Konica Minolta Business Solutions (Canada) Ltd. with an address at 5875 Explorer Drive, Mississauga,

Ontario L4W 0E1.

- B. Customer will be invoiced for the sale of Products and related Services in Canada in Canadian Dollars as follows:
1. Prices will be converted to Canadian Dollars every calendar quarter (Jan-March, April-June, July-Sept, Oct-Dec) and will be valid for that period. Exchange rates will be provided to the Customer according to the average exchange rate between U.S. Dollars and Canadian Dollars over the preceding 90 days as published on [www.oanda.com](http://www.oanda.com).
  2. All taxes for the acquisition of Products and related Services procured in Canada will be assessed in accordance with the applicable Canadian local, provincial, and federal laws and regulations.
  3. Standard Services will be provided during normal business hours, from 8:30 am to 5:00 pm (local time), Monday through Friday, exclusive of core Canadian federal and provincial holidays observed by the local Konica Minolta affiliate. Pricing for extended coverage Services will be quoted upon request.
  4. Should Customer elect to lease hardware, the lease will be governed by separate and stand-alone lease agreement(s), and local Konica Minolta affiliate will liaise between Customer and local Konica Minolta's finance partner.

Except as modified herein, the Contract remains in full force and effect, and the parties hereby ratify the Contract as amended herein and agree to be bound by its terms with respect to the equipment, products, or services in Canada as contemplated by this Adoption Agreement.

**Sourcewell**

**Konica Minolta Business Solutions U.S.A., Inc.**

DocuSigned by:  
 By: Jeremy Schwartz  
C0FD2A139D06489...  
 Jeremy Schwartz

DocuSigned by:  
 By: Kristen McKenna  
8AA1BAB6FB54BB  
 Printed Name: KRISTEN McKenna

Title: Chief Procurement Officer

Title: Director, Government Contracts

Date: 8/25/2022 | 8:40 PM CDT

Date: 8/25/2022 | 4:26 PM EDT

Approved:  
 DocuSigned by:  
 By: Chad Coquette  
7E42B8F817A64CC...  
 Chad Coquette

Title: Executive Director/CEO

Date: 8/25/2022 | 8:55 PM CDT

RESOLUTION NO. 2024-\_\_

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE PURCHASE OF COPIER RENTALS FOR USE BY ALL CITYWIDE DEPARTMENTS WITH NOVATECH.**

**WHEREAS**, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, currently the City has centralized the need for copiers for every City department under one City account to help with Citywide inventory control, consolidation of the monthly invoice, late payments, and account holds; and

**WHEREAS**, the City’s Finance/Procurement Division (“Division”) requests approval for the City to enter into a Sourcewell cooperative contract #030321-KON (“Contract”) with NovaTech in the amount of Twenty-Five Thousand, Six Hundred and Twenty Dollars and 00/100 Cents (\$25,620.00) for the purchase of copier rentals; and

**WHEREAS**, the approval of this Contract and the purchase of these copier rentals are necessary to promote efficiency within the City which in turn will help with the welfare, health, and safety of City citizens.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The request to enter into a Sourcewell cooperative contract with NovaTech in the amount of Twenty-Five Thousand, Six Hundred and Twenty Dollars and 00/100 Cents (\$25,620.00) for the purchase of copier rentals as presented to the Mayor and City Council on November 18, 2024, is hereby approved; and

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_  
*City Clerk* (SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**11. Council Discussion on the approval of a Task Order for Precision Planning to provide Design Development Services for the new City Center-Planning and Community Development Department**

**Background/History:**

The City is in the process of contracting with a Construction Manager at Risk (CMAR) for construction of the City Center building (City Hall, Municipal Court, Police Headquarters and Recreation Facility). The new facility will be based on Schematic Design drawings completed by Precision Planning, Inc. (PPI) in August 2024 and will be approximately 200,000 SF, including structured parking. PPI will provide Design Development Services and will coordinate with the CMAR during the preconstruction phase, per the Scope of Services outlined in the Task Order. Once the documents are finalized and a Guaranteed Maximum Price (GMP) is approved, a separate task order proposal will be requested and issued for Construction Documents (CD's) and Construction Contract Administration services.



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject: - Council Discussion and Approval of a Task Order for Precision Planning to provide Design Development Services for the New City Center. Executive Offices**

**Submitted By:** James Shelby, Project Manager

**Date Submitted:** November 8, 2024

**Work Session Date:** November 18, 2024

**Council Meeting Date:** November 18, 2024

**Background/History:**

The City is in the process of contracting with a Construction Manager at Risk (CMAR) for construction of the City Center building (City Hall, Municipal Court, Police Headquarters and Recreation Facility). The new facility will be based on Schematic Design drawings completed by Precision Planning, Inc. (PPI) in August 2024 and will be approximately 200,000 SF, including structured parking. PPI will provide Design Development Services and will coordinate with the CMAR during the preconstruction phase, per the Scope of Services outlined in the Task Order. Once the documents are finalized and a Guaranteed Maximum Price (GMP) is approved, a separate task order proposal will be requested and issued for Construction Documents (CD's) and Construction Contract Administration services.

**Cost: \$496,750.00**

**Budgeted for:**  Yes  No

**Financial Impact:** There is no budgetary impact on the City's General Funds. The project will be funded from SPLOST 2021 Bonds (326-26-7520-54-1200)

**Action Requested from Council:** Staff recommends the approval of the Task Order for PPI to provide Design Development Services for the New City Center.



400 Pike Boulevard  
Lawrenceville, GA 30046

To: CITY OF FOREST PARK  
745 Forest Pkwy.  
Forest Park, GA 30297

Date: September 18, 2024

Attn: Mr. James Shelby  
Director of Planning, Building and Zoning

From: Precision Planning, Inc.

Project: CITY CENTER -Design Development

Task Order No.: PPI 2024.02c

### Project Understanding

We understand that the Client is in the process of contracting with a Construction Manager at Risk (CMAR) for construction of the City Center building (City Hall, Municipal Court, Police Headquarters and Recreation Facility). The new facility will be based on Schematic Design drawings completed by Precision Planning, Inc. (PPI) in August 2024 and will be approximately 200,000 SF, including structured parking. PPI will provide Design Development Services and will coordinate with the CMAR during the preconstruction phase, per the Scope of Services outlined below. Once the documents are finalized and a Guaranteed Maximum Price (GMP) is approved, a separate task order proposal will be requested and issued for Construction Documents (CD's) and Construction Contract Administration services.

### SCOPE OF WORK:

- I. Design Development Services
  - A. Preparation of Design Development documents for Client review and CMAR pricing to include the following:
    - a. Civil Engineering & Landscape Architecture drawings suitable for GMP Pricing
    - b. Architectural, Interior Design, Structural, Mechanical, Plumbing, Fire Protection, Electrical and Low Voltage drawings suitable for GMP Pricing
    - c. Draft Project Manual
    - d. Updated professional renderings at completion of Design Development Phase
  - B. Up to eight (8) design and value review meetings with the Client and the CMAR
  - C. Assistance in review of the CMAR's GMP Assumptions and Clarifications

### Compensation:

PPI proposes to provide the Scope of Services listed above for the following Not to Exceed (N.T.E.) Fees:

	<u>N.T.E. FEE</u>
I. Design Development Services	\$489,750.00
<i>Reimbursable Expenses N.T.E.</i>	<u>\$ 7,000.00</u>
Total N.T.E. Fees:	\$496,750.00

PPI will invoice monthly based on actual man-hours according to the contracted Schedule of Hourly Rates, plus reimbursable expenses (printing and mileage).

*Note: Fees are based upon a maximum construction cost of \$60,000,000.00.*

400 Pike Boulevard  
Lawrenceville, GA 30046

**Additional Services:**

The following are additional services which may be provided and invoiced according to the contracted Schedule of Hourly Rates:

1. Additional meetings or site visits required or requested by the Client
2. Services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client’s schedule
3. Additional construction contracts or GMP packages
4. Construction Documents
5. Permitting
6. Construction Contract Administration
7. Furniture Design and Specification
8. Commissioning services
9. LEED Certification services

**Exclusions and Assumptions:**

1. Re-zoning or special use permits
2. Environmental engineering, i.e., wetlands, Phase I audits, stream buffer variances
3. Geotechnical, special inspections or materials testing
4. Flood studies
5. Site retaining wall design

**AUTHORIZATION TO PROCEED – THIS TASK ORDER ONLY**

**Using Department**

Authorized by: \_\_\_\_\_ Title: City of Forest Park City Manager  
Print Name: Ricky L. Clark, Jr. Date: \_\_\_\_\_

**Approved for Funding**

Authorized by: \_\_\_\_\_ Title: Director of Finance  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ Project # \_\_\_\_\_

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE PRECISION PLANNING, INC.'S TASK ORDER FDC 2024.02c FOR PRECISION PLANNING TO DESIGN DEVELOPMENT SERVICES FOR THE NEW CITY CENTER FROM THE CITY'S PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.**

**WHEREAS**, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, Precision Planning, Inc. ("Precision") prepared task order FDC 2024.02c ("Task Order") to assist the City with contract assistance and construction observation for the new City Center; and

**WHEREAS**, the City is in the process of contracting with a Construction Manager at Risk ("CMAR") for construction of the City Center building; and

**WHEREAS**, the new facility will be based on schematic design drawings completed by Precision in August of 2024 and will be approximately two hundred thousand (200,000) square feet, including structured parking; and

**WHEREAS**, Precision shall provide design development services and will coordinate with the CMAR during the preconstruction phase, per the Task Order; and

**WHEREAS**, the total cost shall not exceed Four Hundred and Ninety-Six Thousand, Seven Hundred and Fifty Dollars and 00/100 Cents (\$496,750.00); and

**WHEREAS**, there is no budgetary impact on the City's general funds as this project will be funded from SPLOST 2021 Bonds (326-26-7520-54-1200); and

**WHEREAS**, the City's Planning and Community Development Department ("Department") requests the City Council to approve the Task Order so that Precision can move forward with assisting the design and development of the new City Center Executive Offices; and

**WHEREAS**, the approval of the Task Order is necessary for the health, safety, and general welfare of the citizens.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The Department's request to approve Precision Planning, Inc.'s Task Order as presented to the Mayor and City Council on November 18, 2024 is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_  
*City Clerk* (SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**12. Council Discussion on the Approval of a Task Order for Falcon-Design to provide pre-construction assistance and construction administration for the new City Center Project-**Planning and Community Development Department

**Background/History:**

The City is in the process of contracting with a Construction Manager at Risk (CMAR) for construction of the City Center building that would include Administration, City Hall, Municipal Court, Police Headquarters and Recreation Facility. Falcon Design will provide support throughout the design and construction phase that would include pre-construction assistance and construction administration.



# City Council Agenda Item

**Subject: - Council Discussion and Approval of a Task Order for approval of the Task Order for Falcon Design to provide Pre-Construction Assistance and Construction Administration for the New City Center Executive Offices**

**Submitted By:** James Shelby, Project Manager

**Date Submitted:** November 8, 2024

**Work Session Date:** November 18, 2024

**Council Meeting Date:** November 18, 2024

**Background/History:**

The City is in the process of contracting with a Construction Manager at Risk (CMAR) for construction of the City Center building that would include Administration, City Hall, Municipal Court, Police Headquarters and Recreation Facility. Falcon Design will provide support throughout the design and construction phase that would include pre-construction assistance and construction administration.

**Cost: Preconstruction Assistance Not to Exceed \$7,500.00**  
**Construction Administration Not to Exceed \$25,000.00**

**Budgeted for:**  Yes  No

**Financial Impact:** There is no budgetary impact on the City's General Funds. The project will be funded from SPLOST 2021 Bonds (326-26-7520-54-1200)

**Action Requested from Council:** Staff recommends the approval of the Task Order for Falcon Design to provide Pre-Construction Assistance and Construction Administration for the New City Center.

**Task Order FDC 2024.12**

To: City of Forest Park  
 745 Forest Pkwy.  
 Forest Park, GA 30297

Date: November 4, 2024  
 From: Falcon Design Consultants, LLC

Attn: Mr. Ricky L. Clark, JR

Project: **City Center**  
 TO No.: **FDC 2024.12**

**Background Information and Project Scope**

*Falcon Design Consultants, LLC (FDC)* has prepared this Task Order (TO) to assist the City of Forest Park with contract assistance and construction observation for the future City Center location. The City has hired a CM at risk to build the project and would like FDC to provide support throughout the design and construction phase.

**Task – A. Pre Construction Assistance:**

- Attend meetings to discuss design and provide input as instructed by City staff.
- Review design plans periodically per city request.
- Review invoices from design team and make recommendations to City.

**Task – B. Construction Observation:**

- Review of monthly invoices from chosen CM at Risk.
- Attend monthly meetings when requested.
- Make recommendations to the City of Forest Park.

**Fee Estimate**

The budget below includes staff time and expenses necessary to perform the scope of work outlined above. This budget is for the scope of work referenced above.

**Design and Bid Services:**

- A. Pre Construction Assistance:
- B. Construction Administration:

**Estimated Budget**

Hourly Not to Exceed \$7,500.00  
 Hourly Not to Exceed \$25,000.00

**Authorized:**

As our authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy to this office for our records.

**Task Order FDC 2024.12**

**AUTHORIZATION TO PROCEED – THIS TASK ORDER ONLY**

Authorized by: \_\_\_\_\_

Title: City Manager

Print Name: Ricky L. Clark, JR

Date: \_\_\_\_\_

**Approved for Funding**

Authorized by: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Budget Line Item # \_\_\_\_\_

Authorized by: 

Title: **Managing Partner**

Print Name: **Adam Price, P.E.**

Date: 11/4/2024



**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE FALCON DESIGN CONSULTANTS LLC’S TASK ORDER FDC 2024.12 FOR FALCON DESIGN TO PROVIDE PRE-CONSTRUCTION ASSISTANCE AND CONSTRUCTION ADMINISTRATION FOR THE NEW CITY CENTER EXECUTIVE OFFICES FROM THE CITY’S PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.**

**WHEREAS**, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, on Falcon Design Consultants, LLC (“Falcon Design”) prepared task order FDC 2024.12 (“Task Order”) to assist the City with contract assistance and construction observation for the new City Center Executive Offices; and

**WHEREAS**, the pre-construction assistance shall not exceed the quote of Seven Thousand, Five Hundred Dollars and 00/100 Cents (\$7,500.00); and

**WHEREAS**, the construction administration shall not exceed the quote of Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00); and

**WHEREAS**, there is no budgetary impact on the City’s general funds as this project will be funded from SPLOST 2021 Bonds (326-26-7520-54-1200); and

**WHEREAS**, the City’s Planning and Community Development Department (“Department”) requests the City Council to approve the Task Order so that Falcon Design can move forward with assisting the City with contract assistance and construction observation for the new City Center Executive Offices; and

**WHEREAS**, the approval of the Task Order is necessary for the health, safety, and general welfare of the citizens.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The Department’s request to approve Falcon Design’s Task Order as presented to the Mayor and City Council on November 18, 2024 is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_  
*City Clerk* (SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**13. Council Discussion on the Approval of the purchase of Administrative Vehicles-  
Procurement/Information Technology**

**Background/History:**

The IT department currently uses vehicles supplied by the Public Works Department. The vehicles that are currently being used are more than 10 years old and/or have over 150K miles. The IT department is requesting to purchase two small trucks as well as small cargo van from DOAS cooperative contract 9999-SPD-40199373 with Wade Ford. The cost for the van is \$46,210.00 and the cost for each truck is \$32,030.00 for a total cost of \$110,270.00 utilizing ARPA funds, which was approved during this year's budget meeting with City Manager and the Finance Director.



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Title of Agenda Item:** Council Discussion on the Approval of the purchase of Administrative Vehicles-Procurement/Information Technology

**Submitted By:** Josh Cox, IT Director

**Date Submitted:** 11-11-2024

**Work Session Date:** 11-18-2024

**Council Meeting Date:** 11-18-2024

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**Background/History:**

The IT department currently uses vehicles supplied by the Public Works Department. The vehicles that are currently being used are more than 10 years old and/or have over 150K miles. The IT department is requesting to purchase two small trucks as well as small cargo van from DOAS cooperative contract 9999-SPD-40199373 with Wade Ford. The cost for the van is \$46,210.00 and the cost for each truck is \$32,030.00 for a total cost of \$110,270.00 utilizing ARPA funds, which was approved during this year's budget meeting with City Manager and the Finance Director.

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**Action Requested from Council:**

**Approval to use ARPA funds for the purchase of 3 vehicles for the IT department.**

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**Cost: \$ 110,270.00**

**Budgeted for:  Yes  No**

**Financial Impact:**

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# PRICING PROPOSAL

DATE Friday, November 8, 2024

GA Statewide Contract 99999-001-SPD0000183-0006

Account Manager: RON MORGAN

CUSTOMER RODNEY VIRGIL  
 CONTACT CITY OF FOREST PARK  
 PHONE 404-366-4720  
 EMAIL [rvirgil@forestparkga.gov](mailto:rvirgil@forestparkga.gov)  
 ADDRESS

VEHICLE		TRADE	
Vehicle	2024 MAVERICK XLT		
Color	OXFORD WHITE		
Stock #	RRB09333; RRB10871	VIN	
		Miles	
PRICING		Actual Value	
Vehicle Price -	\$31,630.00	Tires	-
STOCK FEE	\$500.00	Mileage Adjustment	-
Tag/Registration Fee (estimate)	\$0.00	Mechanical repairs	-
DOC FEE	\$0.00	Brakes	-
Vehicle Selling Price	\$32,130.00	Scratches / Paint	-
TOTAL UPFIT-	\$0.00	Body Damage / Dents	-
Customer Rebates / GPC	- (\$100.00)	Extra Allowance	+
Difference	\$32,030.00	Allowance:	\$0.00
		FLEETTAIL	
Taxes 7%	+ \$0.00	Name	
Trade Payoff	+ \$0.00	Address	
PREM EXTENDED 5YR / 100	+ \$0.00	Phone	
Service PLAN 7 / 100	+ \$0.00	Email	
Shipping Fee	+ \$0.00		
Balance Due (estimate)	\$32,030.00		
Total Quantity	2		
Order Total	\$64,060.00		
NOTES			
<p><i>This sales order does not guarantee availability                  A purchase order is required to guarantee availability.</i></p>			

X  
 \_\_\_\_\_  
 Buyer Date

*Ron Morgan*  
 \_\_\_\_\_  
 Account Manager Date 11/8/2024





# PRICING PROPOSAL

DATE Friday, November 8, 2024

GA Statewide Contract 99999-001-SPD0000183-0006

Account Manager: RON MORGAN

CUSTOMER RODNEY VIRGIL  
 CONTACT CITY OF FOREST PARK  
 PHONE 404-366-4720  
 EMAIL [rvirgil@forestparkga.gov](mailto:rvirgil@forestparkga.gov)  
 ADDRESS

VEHICLE		TRADE	
Vehicle	2023 250 LR CARGO RWD	VIN Miles	
Color	OXFORD WHITE		
Stock #	PKB68585		
PRICING		Actual Value	
Vehicle Price -	\$47,710.00	Tires	-
STOCK FEE	\$500.00	Mileage Adjustment	-
Tag/Registration Fee (estimate)	\$0.00	Mechanical repairs	-
DOC FEE	\$0.00	Brakes	-
Vehicle Selling Price	\$48,210.00	Scratches / Paint	-
TOTAL UPFIT-	\$0.00	Body Damage / Dents	-
Customer Rebates / GPC	- (\$2,000.00)	Extra Allowance	+
Difference	\$46,210.00	Allowance:	\$0.00
		FLEETTAIL	
Taxes 7%	+ \$0.00	Name	
Trade Payoff	+ \$0.00	Address	
PREM EXTENDED 5YR / 100	+ \$0.00	Phone	
Service PLAN 7 / 100	+ \$0.00	Email	
Shipping Fee	+ \$0.00		
Balance Due (estimate)	\$46,210.00		
Total Quantity	1		
Order Total	\$46,210.00		
NOTES			
<p><i>This sales order does not guarantee availability                  A purchase order is required to guarantee availability.</i></p>			

X \_\_\_\_\_  
 Buyer Date

*Ron Morgan* \_\_\_\_\_  
 Account Manager Date 11/8/2024







## Statewide Contract Information Sheet

<b>Statewide Contract Number</b>	<b>99999-SPD-40199373</b>	<b>NIGP Code</b>	<b>See NIGP Tab</b>
<b>Name of Contract</b>	<b>Administrative Vehicles</b>		
<b>Effective Date</b>	<b>11-15-2013</b>	<b>Expires</b>	<b>11-30-2024</b>
Contract Table of Contents			
<b>Active Suppliers</b>	<b>5</b>	<b>Contract Information:</b>	<b>Mandatory Contract</b>
<b>Contract Information for Supplier</b>			<b>Click to Link to Page</b>
Wade Ford			2
<b>Additional Contract Information</b>			
Contract Renewals, Extensions, Amendments			3
NIGP Codes			3
Pricing / Ordering Instructions			4
Vehicle Specifications			5-7
Special Contract Terms and Conditions			8
DOAS Contact Information			9

## Supplier Contract Information

<b>Statewide Contract Number</b>	99999-SPD-ES40199373-009S		
<b>PeopleSoft Vendor Number</b>	0000011786	<b>Location Code</b>	000001
<b>Supplier Name &amp; Address</b>			
Smyrna-F, LLC d.b.a Wade Ford 3860 S Cobb Dr Smyrna, GA 30080			
<b>Contract Administrator</b>			
Rollins Walker Phone: 404-317-6495 Fax: 770-433-2412 Email: <a href="mailto:rollins.walker@wade.com">rollins.walker@wade.com</a>			
<b>Contact Details</b>			
<b>Ordering Information</b>	Smyrna-F, LLC d.b.a Wade Ford 3860 S Cobb Dr Smyrna, GA 30080 866-847-5880		
<b>Remitting Information</b>	Smyrna-F, LLC d.b.a Wade Ford 3860 S Cobb Dr Smyrna, GA 30080		
<b>Delivery Days</b>	Supplier is responsible for communicating with authorized user about production window, delivery to dealer lot from manufacturer, and delivery dates to customer.		
<b>Discounts</b>	0%		
<b>Payment Terms</b>	Net 30 days		
<b>Price Structure</b>	Firm, Fixed Line-Item Pricing		
<b>Acceptable payment method</b>	Purchase Orders, EFT		

## Contract Renewals/ Extensions/ Amendments:

Amendment #1	Contract amended to allow suppliers to sell any option in their inventory at dealer invoice cost or below, plus 1%
Renewal #1:	12/01/2014 - 11/30/2015
Renewal #2	12/01/2015 - 11/30/2016
Renewal #3:	12/01/2016 - 11/30/2017
Extension #1:	12/01/2017 - 11/30/2018
Extension #2:	12/01/2018 - 11/30/2019
Extension #3:	12/01/2019 - 11/30/2020
Extension #4:	12/01/2020 - 11/30/2021
Extension #5:	12/01/2021 - 11/30/2022
Amendment #10:	Modified Vehicle Ordering Process
Extension #6:	12/01/2022 - 11/30/2023
Extension #7	12/01/2023 - 11/30/2024
Amendment #13	Pricing
Amendment #14	Pricing
Amendment #15	Pricing

NIGP Codes	
<b>07104</b>	Sedans
<b>07201</b>	Class 1 Trucks (6,000 lb. GVWR or less. (F-150 F-250)
<b>07202</b>	Class II Trucks (6,001-10,000 lb. GVWR (F-350)
<b>07180</b>	SUV's, Crossover SUV's
<b>07190</b>	Vans, Cargo
<b>07192</b>	Vans, Passenger (Regular and Handicapped Equipped)

## Pricing

The Vehicle Availability Matrix contains the current base pricing for the statewide fleet contracts. Please make sure that you are on the tab specifically for the vehicle(s) that you are looking to purchase.

You can find the most up to date version of the Vehicle Availability Matrix on the DOAS website at this link (<https://doas.ga.gov/state-purchasing/statewide-contracts>). Just scroll down to the section that looks like this image below and it is hyperlinked at the end of the paragraph.

### **Report of Vehicle Availability Under Statewide Contracts**

Attached is a comprehensive overview of our Statewide Contracts for Administrative Vehicles, Police Pursuit Vehicles, and Truck Chassis and Truck Bodies with pricing as well as the Anticipated 2024 Order Entry Availability Date (Begin) and the Anticipated 2024 Order Window Close Dates. For any questions regarding Administrative Vehicles, Police Pursuit Vehicles, Georgia School Buses, Truck Chassis and Truck Bodies, or the AMIGI contracts, please contact Emily Harris at [emily.harris@doas.ga.gov](mailto:emily.harris@doas.ga.gov).

[Vehicle Availability Report Under the Statewide Contract.](#)

## Ordering Instructions

1. Review current order window and base pricing according to the Vehicle Availability Matrix.
2. Reach out to the supplier for a quote.
  - a. The quote should contain all options listed that the authorized user is requesting.
  - b. **Note:** If the base price listed on the quote does not reflect the price listed on the Vehicle Availability Matrix, **PLEASE** reach out to the contract manager to resolve this.
3. Any state of Georgia Executive branch agency must submit purchase order for prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order may be accepted by a vendor. Approval is indicated by an "APPROVED" date, stamp, and signature from DOAS OFM.
  - a. OFM Contact: Bobby Arrington, [bobby.arrington@doas.ga.gov](mailto:bobby.arrington@doas.ga.gov)
4. Authorized user submits a purchase order to the dealership for the vehicle.
5. Supplier submits order to the manufacturer and provides confirmation to the authorized user that the order has been placed.

**State Of Georgia General Specifications  
For Automobiles, Sport Utility Vehicles and Light Duty Trucks**

<b>NOTE:</b>	Requirements specified herein shall apply to all automobiles and station wagons purchased by the State of Georgia. This specification is not complete without specific requirements in the detail specifications. In the event of conflict between this specification and the detail specifications, the detail specification shall apply.
<b>APPLICABLE DOCUMENTS:</b>	Reference to publications in the detail specifications shall apply to those issues in effect on the date of the invitation to bid, unless otherwise specified.
<b>DESIGN:</b>	New models in current production, complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Design to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "heavy duty" as used to describe an item, shall be defined to mean more than the usual performance, quantity, quality or capacity that is normally supplied with the standard production item.
<b>COMPONENTS, ASSEMBLIES AND ACCESSORIES:</b>	The vehicle shall have all its components, assemblies and accessories installed and shall be delivered to the State meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations and Industry Specifications, Standards and Regulation that are in effect on the date of manufacture. NOTE: All Components, assemblies, and accessories shall be Factory Installed unless otherwise noted. All pickup trucks shall have Fleetside type cargo boxes with step type bumpers. Standard size pickup trucks shall have a minimum of forty-nine (49) inches width between cargo box wheel housings. Bumpers may be factory or locally installed. In the event bumpers are locally installed, they shall meet or exceed factory standards, particularly about tongue weight and tow weight.
<b>STANDARD EQUIPMENT:</b>	The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features".
<b>EMISSION CONTROLS:</b>	All vehicles must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or zero emission vehicle (ZEV) standards as defined by the United States Environmental Protection Agency in 40 CFR Part 88 Subpart A and qualify as a Clean Fueled Vehicle under Georgia Rules for Clean Fueled Fleets, Chapter 391-3-22.
<b>TOOLS:</b>	Jack and Lug Wrench, Factory Installed, for each vehicle.

EXHAUST SYSTEM:	Manufacturer's heaviest duty system available for engine furnished. Corrosion resistant and securely fastened and routed to protect components from hazards. System shall comply with Federal Motor Vehicle Safety Regulations.
CONTROLS, INSTRUMENTS AND OPERATING MECHANISMS	Located for left hand drive. Complete and conveniently accessible to drivers. Instruments and controls clearly identified as to function.
HEATER AND DEFROSTER	Hot water heating systems with fresh air intake. Discharge outlets to the floor and defroster louvers shall be provided. Systems shall be equipped with variable temperature control and multiple speed blowers.
EXTERIOR FINISHES	Standard production colors.
MATERIALS:	New and of quality conforming to current engineering and manufacturing practice. No defects and suitable for the intended service.
SERVICE AND REPAIR	The State of Georgia shall expect the manufacturer to have adequate stocks of replacement parts available to service State vehicles and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles. The State further expects that warranty service and repairs as well as non- warranty service and repairs will be handled without prejudice by local dealerships throughout the United States.
WARRANTY	Vehicles shall be fully warranted against defective materials and workmanship by the manufacturer for the period stated in the "Instructions to Bidders from the date of delivery and acceptance. However, if additional warranty coverage overall or any components of the vehicle, in the form of time and/or mileage including any proportional arrangements, is normally extended to commercial customers, the state shall receive corresponding warranty benefits.
RESPONSIBILITY FOR INSPECTION	Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with the requirements of this and the applicable detail specifications. This action does not preclude subsequent inspection and testing by the State of Georgia to further determine conformance with specification requirements for performance, quality standards of workmanship, material and construction techniques.

PRE-DELIVERY SERVICING AND ADJUSTMENT	<p>The dealer shall not attach any dealer identification, advertising or similar material to the vehicle. Prior to acceptance by the State inspector, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Focusing of lights</li> <li>• Tuning of engine</li> <li>• Adjustment of accessories</li> <li>• Checking of electrical, braking and suspension systems</li> <li>• Charging of batteries</li> <li>• Alignment of front-end Inflation of tires</li> <li>• Balancing of all wheels, including the spare</li> <li>• Complete servicing of engine, chassis and operating mechanisms with recommended grades of lubricants or fluids for the ambient air temperature at the point and time of delivery</li> <li>• Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees F. protection.</li> <li>• Servicing windshield washer reservoir with water and appropriate additives</li> <li>• A minimum of 1/4 tank of fuel.</li> </ul>
DOCUMENTS	<p>Each vehicle shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.</p>

## **SPECIAL CONTRACT TERMS AND CONDITIONS**

- 1. SPECIFICATIONS AND TECHNICAL SUPPORT:** Awarded vendors will provide commercial bumper to bumper warranty for 36 months or 36,000 miles. The commercial power train warranty will be 5 years, or 60,000 miles and rust-through warranty shall cover 72 months or 100,000 miles. All other commercial warranties will apply.
- 2. PRICES:** Optional Equipment Bidders must provide a price for optional equipment for each vehicle bid. These prices shall be at the dealer's cost and will remain firm during the life of the contract. All optional equipment shall be factory installed unless otherwise noted.
- 3. FOB - Regional Delivery:** Bidders must provide a fixed rate for delivery to Facilities and/or State Agencies within each region. Exceptions to this requirement will not be considered and will result in disqualification of bid.
- 4. ORDERS:** Within five (5) days after the awarded vendor receives an order from a State Agency and the order has been placed with the manufacturer, the awarded vendor shall by fax or certified letter notify the agency with the date and time along with all other pertinent information confirming that the order has been placed.
  - a.** State invoices will have the purchase order referenced.
- 5. VEHICLE EQUIPMENT DATA SHEET:** This document shall be submitted with a bid for every type of vehicle bidding on. Failure to provide information as required will result in rejection of the bid line item.
- 6. EMISSION CONTROL:** Throughout model years of production during the term of this contract, all vehicles provided under this contract must be certified to the low emission vehicle (LEV), ultra- low emission vehicle (ULEV), or super ultra-low emission vehicle (SULEV); not California Phase II gasoline, and zero emission vehicle (ZEV) emission standards as defined by the United States Environmental Protection Agency. For additional information see the attached State of Georgia General Specifications titled Automobiles and Station Wagons.
- 7. PURCHASE ORDER APPROVALS:** Purchase orders and lease agreements for motor vehicles submitted by any state of Georgia Executive branch agency require prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order or lease may be accepted by a vendor. Approval is indicated by an "APPROVED" date, stamp, and signature from DOAS OFM
  - a.** Vehicle purchases or leases from statewide contracts by county and municipal government agencies, and by the state of Georgia Judicial Branch do not require this approval. Questions concerning validity of purchase orders or lease agreements received without a date-stamp indicating approval should be referred to the DOAS, OFM.



## **DOAS CONTACT INFORMATION**

### **DOAS Contract Manager**

**Name:** Emily Harris

**Phone:** 470-668-2663

**Email:** emily.harris@doas.ga.gov

### **Procurement Help Desk**

**Telephone:** 404-657-6000

**Email:** procurementhelp@doas.ga.gov

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE PURCHASE OF THREE VEHICLES FROM WADE FORD FROM THE CITY'S INFORMATION TECHNOLOGY DEPARTMENT.**

**WHEREAS**, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, the City has recently been conducting the aging vehicle replacement initiative; and

**WHEREAS**, City's Information Technology Department ("Department") has determined the vehicles currently being used within the Department are more than ten (10) years old and have over one hundred and fifty thousand (150,000) miles; and

**WHEREAS**, the Department requests the approval to purchase two (2) small trucks from Wade Ford in the amount of Thirty-Two Thousand and Thirty Dollars and 00/100 Cents (\$32,030.00) each; and

**WHEREAS**, the Department requests the approval to purchase one (1) small cargo van from Wade Ford in the amount of Forty-Six Thousand, Two Hundred and Ten Dollars and 00/100 Cents (\$46,210.00); and

**WHEREAS**, the total cost of all three (3) vehicles is One Hundred and Ten Thousand, Two Hundred and Seventy Dollars and 00/100 Cents (\$110,270.00), and shall be purchased through already approved ARPA funds;

**WHEREAS**, the approval of the purchase of these three (3) vehicles is necessary to protect the welfare, health, and safety of City citizens.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The Department's request to purchase three (3) vehicles in the amount of One Hundred and Ten Thousand, Two Hundred and Seventy Dollars and 00/100 Cents (\$110,270.00) from Wade Ford as presented to the Mayor and City Council on November 18, 2024, is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_  
*City Clerk* (SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**14. Council Discussion on the approval of a Facility usage request – Recreation and Leisure Services**

**Background/History:**

Hand, Heart and Soul Project (HHSP) is a nonprofit organization dedicated to nurturing, celebrating, and advancing the needs of the people they serve by providing equitable access to quality educational, nutritional, and community resources. Single Parent Alliance & Resource Center (SPARC), located in Gwinnett County, Georgia, is a 501(c)(3) nonprofit organization with a mission to empower and equip single parents with the tools, resources, and support they need to create healthy home environments and raise productive, successful children. SPARC envisions single parents becoming empowered and equipped to take their place among society's most successful families.

These two organizations are partnering to offer valuable resources and support to the Forest Park community, enhancing their collective impact and commitment to community well-being. They are going to do eight (8) Free Financial Literacy Class held once a month starting in December 2024 on Tuesdays. This class will help citizens within the City of Forest Park become financially literate.



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Facility usage request – Recreation and Leisure Services

**Submitted By:** Tarik Maxwell

**Date Submitted:** November 11, 2024

**Work Session Date:** November 18, 2024

**Council Meeting Date:** November 18, 2024

**Background/History:**

Hand, Heart and Soul Project (HHSP) is a nonprofit organization dedicated to nurturing, celebrating, and advancing the needs of the people they serve by providing equitable access to quality educational, nutritional, and community resources. Single Parent Alliance & Resource Center (SPARC), located in Gwinnett County, Georgia, is a 501(c)(3) nonprofit organization with a mission to empower and equip single parents with the tools, resources, and support they need to create healthy home environments and raise productive, successful children. SPARC envisions single parents becoming empowered and equipped to take their place among society's most successful families.

These two organizations are partnering to offer valuable resources and support to the Forest Park community, enhancing their collective impact and commitment to community well-being. They are going to do eight (8) Free Financial Literacy Class held once a month starting in December 2024 on Tuesdays. This class will help citizens within the City of Forest Park become financially literate.

**Cost: \$**

**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:**

This is a free program

**Action Requested from Council:**

Approve the usage of 696 at no cost.

Item #14.

**CONTRACTS RECEIVED LESS THAN 30 DAYS BEFORE EVENT DATE WILL BE DENIED**

**FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT**

<b>Space Requested:</b> <input type="checkbox"/> Gymnasium <input type="checkbox"/> Amphitheater <input checked="" type="checkbox"/> 696 Main St. <input type="checkbox"/> Football Stadium <input type="checkbox"/> Senior Center <input type="checkbox"/> Baseball Fields <input type="checkbox"/> Pavilions	<b>Time to Enter</b> 6:00pm <b>Time to Leave</b> 8:00pm	<b>Date(s) of Use Requested:</b> 12/3, 1/7, 2/4, 3/4, 4/1, 5/6, 6/	<b>Admission/Participation Charged?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Day of the Week</b> <input type="checkbox"/> M <input type="checkbox"/> F <input checked="" type="checkbox"/> T <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> Sn <input type="checkbox"/> Th		<b>Nature of Organization:</b> <input type="checkbox"/> Profit <input type="checkbox"/> Government Agency <input type="checkbox"/> Business <input type="checkbox"/> Religious Group <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> Civic Group <input type="checkbox"/> Other (enter Below)	
<b>Name of Group or Organization</b> Hand Heart Soul Project <b>Address of Group or Organization:</b> 200 Arrowhead BLVD JONESBORO      GA      30236 <small>City                                  State                                  Zip</small> Tyrell Roddey      6466373694 <small>Contact Person Name                                  Telephone Number</small> Email: Tyrell@handheartsoulproject.org		<b>Type of Activity:</b> HHSP and SPARC are teaming up to bring an incredible opportunity to the Clayton County community: a FREE Financial Achievement Club! Starting soon, this exclusive club will welcome 10 participants, offering monthly sessions over the course of 8 months	

\*\*No Facility will be rented when city offices are closed for official business unless a Forest Park representative is present during the entire rental period. \*\*

I DO HEREBY AGREE THAT I WILL BE RESPONSIBLE FOR THE PROPER USE OF THE FACILITIES INDICATED ABOVE AND AS OUTLINED IN THE \*TERMS/CONDITIONS FOR THE USE OF FOREST PARK FACILITIES. I HAVE ENCLOSED A CERTIFICATE OF INSURANCE AS OUTLINED BELOW.

11/7/2024  
 Date

*Tyrell Roddey*  
 Signature of Applicant

MAKE CASHIER'S CHECK OR POSTAL MONEY ORDERS PAYABLE TO: City of Forest Park							
Insurance Certificate <input type="checkbox"/> Yes <input type="checkbox"/> No							
<b>Applicable Facility Charges</b>							
			#	Hours	Rate	Total	
Facility Use	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$_____	\$_____	Prior to using the facilities, groups not directly related to the city must provide a certificate of insurance indicating liability coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence general aggregate. This certificate holder and as an additional insured for the duration of the group's use of the facility as specified above. For sports related activities the certificate must contain a statement that no "athletic participants" are excluded on the liability insurance. You may obtain this insurance from any insurance agent of your choice.
Maint. Staff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$_____	\$_____	
Tech Support	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$_____	\$_____	
Security	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$_____	\$_____	
Equipment	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____	\$_____	\$_____	
Total Due \$ _____							

**\*\*\*DO NOT SIGN BELOW THIS LINE FOR FPRLS EXECUTIVE STAFF ONLY\*\*\***

Director Signature: _____	Date: _____	Phone Number: _____
Application Approved <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fee Waiver <input type="checkbox"/> Yes <input type="checkbox"/> Reduced Fees (1/2) <input type="checkbox"/> Full Fees	

## FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

### Terms and Conditions (Please initial each Term/Condition)

1. **Utility:** Lessor will furnish air conditioning, heating, and lighting, which in its sole opinion, are adequate with respect to the intended use under this lease. Lessor will furnish custodial services as it may deem necessary. If the Lessee wishes to do its own cleanup, and this is approved by the facility administrator, no custodial charge will be assessed, otherwise Lessee will be charged for custodial service. Extra costs incurred by excessive electrical requirements will be paid by the Lessee. The failure to furnish air conditioning, heat, lights, or custodial service shall not abrogate this agreement and shall not entitle the Lessee to any rebate on the rental costs. TR
2. **Weapon:** No weapons of any type are allowed at any time on any facility, grounds, or property belonging to Forest Park Recreation and Leisure Services. All persons, bags, packages, etc. are subject to search at any time. TR
3. **Search:** All Persons are subject to search, including but not limited to, person, bags, and parcels. TR
4. **No Smoking:** SMOKING IS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 16-12-2. TR
5. **Alcohol Use:** POSSESSION OF BEVERAGE ALCOHOL IS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 03-03-211. TR
6. **Objectionable Material:** Lessor reserves the right, through its administration, to remove any objectionable party/parties from the building or grounds, and upon an exercise of this authority, through any of its committees, agents, or policemen. To the extent permitted by law, Lessee hereby waives all claims for damages against Forest Park Recreation in the event of such an occurrence. TR
7. **Explosive Hazards:** No person shall be permitted to bring anything therein to the building or grounds or keep anything herein.  
which shall increase the rate of fire insurance on the buildings or on any part of property therein. Such items as gasoline, explosives, oils, or any other artificial lights shall not be permitted in the buildings or on the grounds without the consent of Lessor in writing. The Forest Park Recreation reserves the right to limit the number, amperage, and wattage of lights, fixtures, or equipment for any event. All decorative material must be flame-proof before it is taken in the building or on Lessor grounds. After unpacking all boxes, cartons, etc., packing and wrapping must be replaced in boxes and removed. TR
8. **Public Safety:** Nothing contained in this Lease shall be construed to prohibit the Department of Public Safety, Health Department, Police Department, Fire Department, or any department of the City of Forest Park, its agents, or employees, from entering the leased premises for the purpose of discharging their lawful duties. The sidewalks, passageways, halls, stairways, seating and exits specifically shall not be obstructed by the Lessee or any other person. TR
9. **Contracts:** Forest Park Recreation reserves the right to review any contracts between Lessees and other parties involved in using any Forest Park Recreation and Leisure Services facility. TR
10. **No Sub-leasing:** No portions of the buildings or grounds shall be leased or sublet out by Lessee without the consent, in writing, by Lessor. The buildings or grounds shall not be used by Lessee for any purpose whatsoever except as herein set out. TR
11. **Leased Space:** This contract does not cover any space or accommodations other than those checked on the " Forest Park Recreation and Leisure Services Facility Use Contract". TR
12. **Contracted Time of Use:** All facility use charges are calculated from the time the facility is opened until it is closed. All cashier's checks/Postal Money Orders are to be made payable to "Forest Park Recreation and Leisure Services". All rentals are to be paid in advance for school facilities. TR
13. **Cancellation:** In the event of inclement weather or other circumstances where Forest Park Recreation are closed, all facilities will also be closed. This decision is made by City of Forest Park officials and not by Lessees. TR
14. **Advertising:** No advertising or publicity about any event which would be called a Forest Park Recreation and Leisure Services facility shall be distributed prior to the payment and approval of a Facility Use contract. TR

**FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT****Terms and Conditions  
(Please initial each Term/Condition)**

15. **Supervision:** Lessor is required to provide a building supervisor for the leased facility. Lessee shall maintain at the leased facility a contact person who shall remain in attendance until the event is completed and who shall be responsible for any communications between the Lessee and those in attendance. All security arrangements shall be made through the Forest Park Recreation and Leisure Services Department will determine the number of personnel required to police the event before the contract is approved. TR

16. **Equipment Removal:** Lessor reserves the right to move from the building all property remaining in the building after the time specified in this agreement, or to charge the Lessee \$100 for the first day and \$25 per day thereafter, up to 30 days at which time all equipment, props or effects will belong to the Forest Park Recreation and Leisure Services Department. TR

17. **Insurance Requirements:** Lessor reserves the right to require Lessee to provide adequate liability insurance or a bond for damages to a person or property that may occur while using any facility of the Forest Park Recreation and Leisure Services Department. Failure to secure said insurance or bond will cause the Lessee to forfeit the use of the facility. Commercial Lessees and/or Lessees charging admission, taking orders, or selling merchandise specifically agree to carry comprehensive, liability insurance with a company authorized to do business in Georgia of not less than \$500,000 for bodily injury to any one person and \$1,000,000 for bodily injury from any one accident and \$100,000 for property damage for any one accident to protect Lessee and Forest Park Recreation and Leisure Services against damage that may occur. A certificate of insurance to the facility administrator may be required 30 days prior to the event. Note: This clause does not apply to local, state, and federal government or municipalities that are covered by sovereign immunity TR

18. **Liability:** To the extent permitted by law, the Lessee herein shall be liable for all damages caused through its own acts or the acts of any of its employees or agents or anyone visiting the building or grounds upon the invitation of the said Lessee, caused to the building or any portion thereof, or to persons or property upon Lessors premises. TR

19. **Indemnity:** To the extent permitted by law, the Lessee agrees to hold harmless the Forest Park Recreation and Leisure Services employees, agents or volunteers from any and all damages to persons or property during the use of said building, grounds, and equipment, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Forest Park Recreation and Leisure Services employees, agents or volunteers. To the extent permitted by law, Lessee agrees to indemnify and pay to the Forest Park Recreation and Leisure Services for any damages to its property resulting from the use of said building, grounds or equipment which may be made against the Forest Park Recreation and Leisure Services or its agents, for property damage or personal injuries sustained by any persons, including Lessee and Lessee privies, which may result from the use of said building, grounds or equipment by Lessee, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Forest Park Recreation and Leisure Services employees, agents or volunteers. Note: This clause does not apply to local, state, and federal government or municipalities that are covered by sovereign immunity. TR

20. **Freight Deliveries:** Lessee agrees that when any part of the buildings or grounds is used for a meeting which requires freight to be shipped to the facility, that the Lessee will employ an approved agent to receive all freight and to ship all freight from the building within contracted hours. The lesson will not accept freight prior to the meeting date, and Lessor will not be responsible for any freight shipped to any Forest Park Recreation and Leisure Services.



**Terms and Conditions**  
**(Please initial each Term/Condition)**

21. **Care of Facility:** Lessee accepts the building in good order and repair, and agrees to return it to the Lessor in the same condition, normal wear excepted. Lessee agrees to reimburse Lessor for any expenses Lessor incurs in returning the facility to its condition prior to the lease. No nails, tacks, staples, brads, or other things, shall he? driven into any portion of the building, and no changes, alterations, repair, painting, staining, or doing anything that will change the finish, appearance, or contour of the building, will be permitted without the written consent of the Lessor. Use of any type of cohesive tape is prohibited. Nothing, including pins, shall be attached to any curtains. TR

22. **Equipment Rental:** All technical equipment furnished as a part of this agreement shall be operated by personnel approved by Forest Park Recreation and Leisure Services Department. TR

23. **Animals:** No animals, other than medically required service dogs, shall be brought into any building without the express consent of the Lessor, and then under such regulations as may be made by Lessor. TR

24. **Food and Beverages:** No food or other edibles, drinks, or novelties shall be given away free or sold in any building or grounds by Lessee unless authorized by Forest Park Recreation and Leisure Services. TR

25. **Television:** Televised shows or events held on Forest Park Recreation and Leisure Services grounds will be required to pay the current rate for electrician and/or Technician's services. The name "Forest Park Recreation and Leisure Services" shall appear in the credits of any event filmed, but only with prior written approval of the City Manager. TR

26. **Copyright:** Fees levied for the playing and/or performing of music or performing scripts under copyright to any licensing agency is the sole responsibility of the Lessee. TR

27. **Cancellation:** Lessor and Lessee each reserve the right, without notice, to cancel this lease at any time whatsoever, if, in the determination of such party, cancellation is necessary to protect the health, welfare, morality, or safety of the public. Lessor reserves the right, without notice, to cancel this lease at any time. Whatsoever, if, in the determination of Lessor, the premises are used for any purpose other than that specified in this lease, or if the facilities and premises would be adversely affected by tenant's use, such adverse use not being contemplated upon the execution of this lease or due to local city needs related to forest park activities. Lessor and Lessee shall each make every reasonable effort to give the other party prior notice of any such cancellation. In the event of cancellation by Lessor, money paid on account of Lessee allocable to any time or event during or for which Lessee does not have the use of the premises by virtue of cancellation, shall be refunded to Lessee within a reasonable time. It is expressly agreed that in the event of a cancellation of this contract by either party, the non-canceling party shall have no claim of any character against the cancellation party by reason of such cancellation. TR

28. **Contract Termination:** Lessor reserves the right at any time to order out any person, animal, furniture, fixtures, wiring, exhibits, or other things, and to terminate this contract without notice or liability for its so doing. To the extent permitted by law; Lessee specifically agrees to hold Lessor harmless for any such cancellation. Lessor agrees to provide a prorated refund to Lessee within a reasonable time after cancellation. Such refund shall be determined by dividing the total number of hours used for the event by the number of hours originally scheduled, then multiplying that number by the total charges. TR

29. **Prejudice:** Lessee shall not restrict participation in an activity or event taking place at a Forest Park Recreation and Leisure Services facility because of an individual's race, religion, creed, sex, national origin, or disability. TR

30. **Additional Regulations and Conditions of Use:** Forest Park Recreation and Leisure Services reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether expressly provided herein, which may be necessary for the best interests of the department, and such regulations shall be binding upon the Lessee. TR

RESOLUTION NO. 2024-\_\_\_

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE 696 MAIN STREET FACILITY USAGE REQUEST FOR HAND, HEART, AND SOUL PROJECT AND THE SINGLE PARENT ALLIANCE AND RESOURCE CENTER FROM THE CITY’S RECREATION AND LEISURE SERVICES DEPARTMENT.**

**WHEREAS**, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, the City’s Recreation and Leisure Services Department (“Department”) requests the City Council to approve facility usage request for 696 Main Street from two organizations that will partner together; and

**WHEREAS**, the Hand, Heart, and Soul Project (“HHSP”), a non-profit organization dedicated to providing equitable access to quality educational, nutritional, and community resources; and

**WHEREAS**, the Single Parent Alliance and Resource Center (“SPARC”) is a nonprofit organization with a mission to empower single parents with resources to create healthy home environments and raise successful children; and

**WHEREAS**, these two organizations are partnering to offer support to the City community by providing eight (8) free financial literacy classes held once a month starting in December 2024; and

**WHEREAS**, the approval of this facility usage request will help promote the health, safety, and well-being of the City’s citizens.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The Departments’ request to approve the facility usage request from HHSP and SPARC as presented to the Mayor and City Council on November 18, 2024, is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_  
*City Clerk* (SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*