

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles D. Rousseau
Charles W. Oddo



FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214



AGENDA

August 13, 2026
5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

OFFICIAL SESSION:

Call to Order
Invocation and Pledge of Allegiance by Vice Chairman Edward Gibbons
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of the Judging Teams and Project Achievement. (page 4)
2. Recognition of the 4-H Archery Club's Coaches and Archers. (page 5)
3. Recognition of the Healing Bridge Clinic in Fayette County. (page 6-7)

PUBLIC HEARING:

PUBLIC COMMENT:

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

CONSENT AGENDA:

4. Approval of the Georgia Department of Transportation's Title VI Non-Discrimination Agreement and Assurances. (pages 8-24)
5. Approval to award Bid #26136-B to the lowest responsive, responsible bidder, Reedwick, LLC, in the amount of \$183,068.85 for construction of the traffic signal at the intersection of Banks Road and Ellis Road and approval for staff to create a new project number out of 2017 SPLOST 17TAG. (pages 25-28)
6. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Jeffrey Hornfeck, in the amount of \$7,192.27 for tax year 2025. (pages 29-30)
7. Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV Project (17SAS) funds for the culvert replacement near 110 Deerfield Lane in the amount of \$134,988.00. (pages 31-32)

8. Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 141 Tall Pine Drive in the amount of \$65,060.00. (pages 33-34)
9. Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the replacement of stormwater infrastructure near 180 Pine Knot Road in the amount of \$58,207.00. (pages 35-36)
10. Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 210 Gingercake Trail in the amount of \$64,260.00. (pages 37-38)
11. Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 240 Ponderosa Drive in the amount of \$63,760.00. (pages 39-40)
12. Approval of a budget transfer in the amount of \$43,605.18 from 2017 SPLOST Category IV (17SAS) to 2017 SPLOST Category III Gingercake Trail (271) Culvert Replacement project 20SAN. (pages 41-42)
13. Approval of a budget transfer in the amount of \$43,383.12 from 2017 SPLOST Category IV (17SAS) to 2017 SPLOST Category III Tall Pine Drive (171) Culvert Replacement project 20SAO. (pages 43-44)
14. Approval of a budget transfer in the amount of \$31,345.18 from 2017 SPLOST Category IV (17SAS) to 2017 SPLOST Category III Gingercake Trail (161) Culvert Replacement project 20SAQ. (pages 45-46)
15. Acknowledgment of, and authorization from the Board of Commissioners to sign the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury. (pages 47-52)
16. Approval to award ITB #27004-B Lease of County Property – 211 First Manassas Mile Road to Complete Resource Management (CRM). (pages 53-58)
17. Approval of the July 9, 2026, Board of Commissioners Meeting Minutes. (pages 59-62)

OLD BUSINESS:

NEW BUSINESS:

18. Request to approve a purchase order for \$194,450.98 to The Hon Company, LLC and a purchase order for \$70,875.77 to Staples Contract & Commercial, LLC for furniture and equipment for the new Multi-Use Recreation Facility for a total amount of \$265,326.75. (pages 63-118)
19. Request to award Contract #27002-S to CDW Government, LLC, to renew the County's Microsoft Enterprise Agreement for the total three-year commitment amount of \$838,224.48. (pages 119-153)
20. Request to approve a five-year maintenance plan with Motorola for the Flex Computer Aided Dispatch (CAD) system in the total amount of \$300,027.00, plus possible CPI or other increases. (pages 154-158)

ADMINISTRATOR'S REPORTS:

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at www.fayettecountyga.gov. This meeting will be telecast on Comcast Cable Channel 23 and on YouTube at <https://www.youtube.com/@FayetteCountyBOC>.

WATER SYSTEM CHEMICALS & ON-GOING FUNCTIONS

- A. 2573-S, Renewal 1: Seaquest (pages 159-161)
- B. 26114-A: 78% Sulfuric Acid NSF< Copper Sulfate, and Sodium Silica Fluoride (pages 162-168)
- C. 26129-S Lime (pages 169-174)
- D. Contract 27012-S: Annual Purate (pages 175-177)
- E. 2561-A, Renewal 1: Dried Residuals Removal (pages 178-180)
- F. 2378-S: Water System Engineer of Record Task Order 27-1: On-Call Support Services (pages 181-183)
- G. 26113-S Carusol-20 Sodium Permanganate (pages 184-186)

ROAD CONSTRUCTION & MAINTENANCE

- H. Contract 2018-P, Task Order 63, C.O. 1: County Line Roundabout (pages 187-188)
- I. Contract 2594-A, Renewal 1: Dust Control Service (pages 189-191)
- J. Contract 26138-A: Annual Hauling (pages 192-194)
- K. Contract 2595-A, Renewal 1: Annual Rock Contract (pages 195-197)

FIRE SERVICES ANNUAL NEEDS

- L. 2376-A, Renewal 2: Annual Firefighter Physicals (pages 198-200)
- M. 2542-A, Renewal 1: Firefighter Uniforms (pages 201-203)
- N. 26130-S: Stryker Maintenance Agreement (pages 204-206)

COUNTY PROPERTY MAINTENANCE

- O. Contract 2525-B, Renewal 1: Grass Cutting Services at Kiwanis, Brooks, & Kenwood Parks (pages 207-211)
- P. Contract 26101-B: Grass Cutting Services Justice Center and McCurry Park (pages 212-214)
- Q. Contract 2540-A, Renewal 1: Waste Disposal Services (pages 215-217)
- R. Contract 2532-P, Renewal 1: Security Camera System Maintenance (pages 218-220)

OTHER

- S. Contract 27009-S: Comprehensive Plan Five-Year Update (pages 221-224)
- T. Contract 2531-P, Renewal 1: Business Personal Property Compliance Audits (pages 225-227)
- U. Contract 2388-P, Renewal 2: Auditing Services (pages 228-229)
- V. Contract 26145-S ClearGov Software (pages 230-245)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of the Judging Teams and Project Achievement.

Background/History/Details:

The Fayette County Board of Commissioners sponsored the judging events in 2026, including Poultry, Wildlife, and Cotton Boll & Consumer Judging. The Board also supports the annual region-wide public speaking competition, Cloverleaf Project Achievement (4th–6th grade), and the annual district-wide public speaking competition, District Project Achievement (7th–12th grade).

This funding enables all competitors to participate free of charge and covers the cost of all supplies. Recognition is extended to all competitors, demonstrating that the Commissioners' support contributes to a meaningful cause and positively impacts youth development. Gratitude is expressed to the Commissioners..

What action are you seeking from the Board of Commissioners?

Recognition of the Judging Teams and Project Achievement.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

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Department: Extension

Presenter(s): Cara Rhoad, 4-H

Meeting Date: Thursday, August 13, 2026

Type of Request: Proclamation/Recognition #2

Wording for the Agenda:

Recognition of the 4-H Archery Club's Coaches and Archers.

Background/History/Details:

The Fayette County 4-H Archery Club began in 2022 and since that time has fostered a community of dedicated archers and coaches. As we celebrate the achievements of our 2025/2026 competitors, this recognition is for all those who participated in the Fall Indoor State Archery Tournament and the Spring Target Challenge Weekend Tournament.

The 4-H program is grateful for the commitment and countless hours contributed by our four coaches.. Their guidance and support have made a lasting impact on our club and its members. Congratulations to all competitors and coaches for their outstanding efforts and achievements!

What action are you seeking from the Board of Commissioners?

Recognition of the 4-H Archery Club's Coaches and Archers.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal No

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

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Department: Commissioners

Presenter(s): Commissioner Eric Maxwell

Meeting Date: Thursday, August 13, 2026

Type of Request: Proclamation/Recognition #3

Wording for the Agenda:

Recognition of the Healing Bridge Clinic in Fayette County.

Background/History/Details:

The Healing Bridge Clinic is located in Peachtree City, Georgia and is a 501(c)(3) nonprofit organized for charitable and educational purposes, that provides no charge non-emergency medical care and resources for Fayette County residents.

Services include general medicine, cardiology, dermatology, dental (limited) and vision (limited), mental health counseling, addiction counseling, physical therapy, spiritual resources, orthopedic services, podiatry care and women's wellness.

What action are you seeking from the Board of Commissioners?

Recognition of the Healing Bridge Clinic in Fayette County.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal No

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

HEALING BRIDGE CLINIC

Recognition

- Whereas,** the Healing Bridge Clinic is a faith-based, 501 (c) (3) medical clinic, established in 2009 by a retired nurse and missionary who, in 2008, challenged her Sunday School class to start a clinic to provide medical care for underserved, low-income adults in the area, and
- Whereas,** the Healing Bridge Clinic provides health care, at no charge, to uninsured residents of Fayette County, offering Cardiology, Orthopedic, Dermatology, Podiatry, Physical Therapy, Emotional Health Counseling, Addiction Counseling, and various treatment options that include laser therapy; and
- Whereas,** with the closing of the Fayette CARE Clinic in Fayetteville at the end of May, the Healing Bridge Clinic announced a comprehensive plan to ensure that vulnerable patients in our community do not lose access to essential healthcare services; and
- Whereas,** fortunately, the Healing Bridge Clinic underwent a complete remodel of the interior of its facility over the last several years, increasing the clinic's capacity from two exam rooms to nine, a 450-percent expansion; and
- Whereas,** with the increased need from the closing of the clinic in Fayetteville, the team of dedicated medical and administrative staff and volunteers at the Healing Bridge Clinic are committed to managing an increased patient load without compromising the quality or dignity of the care for those who are uninsured and meet eligibility requirements; and
- Whereas,** as the Healing Bridge Clinic recognizes the elevated financial need of taking on significantly more low-income patients, the 501 (c) (3) non-profit organization is determined to handle the challenges.

NOW, THEREFORE, We, the Fayette County Board of Commissioners, hereby recognize the superb efforts of the non-profit Healing Bridge Clinic and their care of our underserved population, at no cost, and their willingness to fill the gap to take on significantly more patients, and we encourage our citizens and civic groups to assist the effort with new partnerships, financial support, and volunteers.

So proclaimed this 13th Day of August 2026

Lee Hearn, Chairman
Fayette County Board of Commissioners

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Georgia Department of Transportation's Title VI Non-Discrimination Agreement and Assurances.

Background/History/Details:

A requirement of the Georgia Department of Transportation (GDOT) certification process for local governments to administer federal-aid projects is for the annual adoption of the GDOT Title VI Non-Discrimination Agreement and Assurances. The 16-page document provided as back-up to this agenda request contains both the Non-Discrimination Agreement and the Assurances.

Public Works, Human Resources, and the Purchasing Department work together to ensure the requirements and intent of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 are met and satisfied.

What action are you seeking from the Board of Commissioners?

Approval of the Georgia Department of Transportation's Title VI Non-Discrimination Agreement and Assurances.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Name of Recipient

The Recipient's **(Name of person/division)** Director of Public Works, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Date _____

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** Fayette County has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** Fayette County's Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The Fayette County Board of Commissioners, hereby gives assurances:

1. That no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - ☐ List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.

5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, or national origin, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, or national origin)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.

- f) A statement of the complaint.
 - g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation
Office of Equal Opportunity, Title VI/ Program
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

Signature

EEO Director

Title

Date

NAME OF RECIPIENT:

Signature

Chairman, Board of Commissioners

Title

July 23, 2026

Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Title 49, Code of Federal Regulations, part 21 to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Title 49, Code of Federal Regulations, part 21, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Title 49, Code of Federal Regulations, part 21 may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Title 49, Code of Federal Regulations, part 21 may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid Highways, and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the state of Georgia all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the state of Georgia, its successors and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the state of Georgia will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter

or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (Recipient) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the STATE will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, and national origin);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

COUNTY AGENDA REQUEST

Page 25 of 245

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to award Bid #26136-B to the lowest responsive, responsible bidder, Reedwick, LLC, in the amount of \$183,068.85 for construction of the traffic signal at the intersection of Banks Road and Ellis Road and approval for staff to create a new project number out of 2017 SPLOST 17TAG.

Background/History/Details:

The purpose of this project is to provide an interim intersection improvement at Banks Road and Ellis Road to improve the safety and operational efficiency of the intersection. The scope of this project includes the installation of a traffic signal and supporting equipment intended to provide safer conditions for vehicles while reducing traffic queues and congestion in the area to address current operational needs.

This agenda request also seeks approval to create a new project number and allocate funding for the construction of this project. The project will be fully funded using 2017 SPLOST dollars.

What action are you seeking from the Board of Commissioners?

Approval to award Bid #26136-B to the lowest responsive, responsible bidder, Reedwick, LLC, in the amount of \$183,068.85 for construction of the traffic signal at the intersection of Banks Road and Ellis Road and approval for staff to create a new project number out of 2017 SPLOST 17TAG.

If this item requires funding, please describe:

Available funding in 2017 SPLOST 17TAG.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Sherry White 

Date: August 13, 2026

Subject: Contract 26136-B: Traffic Signal - Banks Rd & Ellis Rd Construction

The Purchasing Department issued Invitation to Bid 26136-B to secure a contractor to install a traffic signal, supporting equipment and a guardrail at the intersection of Banks Rd & Ellis Rd Connector. Notice of the opportunity was emailed to 28 companies. Another 88 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #96882 (Traffic Signal Installation) and #96883 (Traffic Signal Maintenance and Repair). The offer was also advertised on the county website.

Six companies submitted bids (Attachment 1).

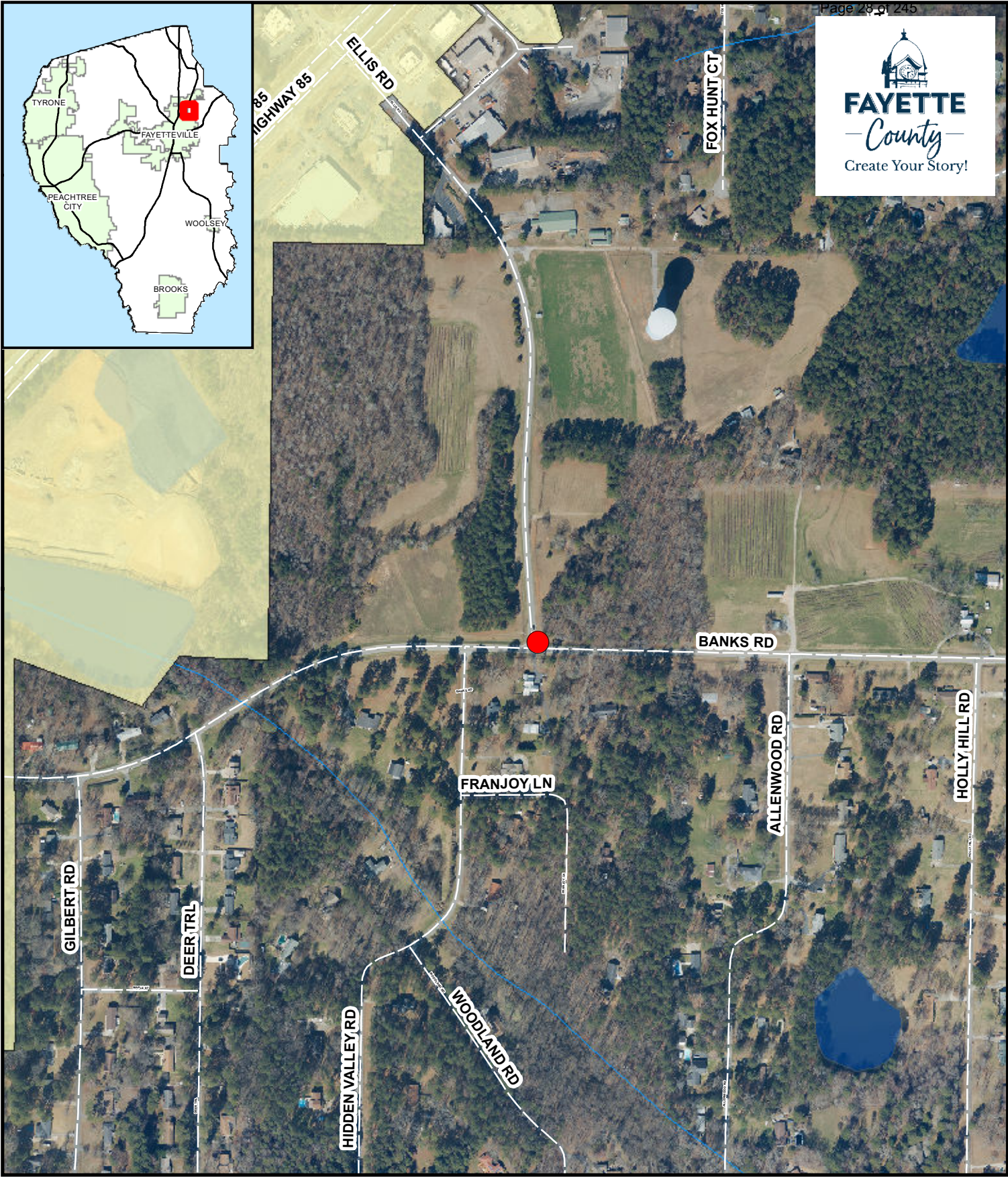
Public Works recommends awarding Reedwick LLC. A Contractor Performance Evaluation is not available since this is the first construction contract with Reedwick, LLC. Public Works checked their references, and the results were satisfactory.

Specifics of the proposed contract are as follows:

Contract Name	26136-B: Traffic Signal - Banks Rd & Ellis Rd Construction		
Contractor	Reedwick LLC		
Contract Amount	\$183,068.85		
Budget:			
Fund	322		2017 SPLOST
Org Code	40220		ROAD SPLOST
Object	541210		OTHER IMPROVEMENT
Project	17TAG		INTERSECTION IMPROVEMENTS
Available	\$4,744,372.44 As of 7/23/2026		

ITB #26136-B Traffic Signal - Banks Rd @ Ellis Rd Construction
Bid Opening Bid Sheet
June 23, 2026

COMPANY'S NAME	TOTAL BID	ALTERNATE ASSEMBLY
Lumin8 Transportation Technologies LLC	\$243,692.45	\$5,780.00
R.J. Haynie and Associates, Inc.	\$211,677.50	\$2,920.00
NTG Group, LLC	\$198,270.18	\$1,483.96
Riverside Traffic Solutions	\$194,047.59	\$4,200.00
GTG Traffic Signals	\$188,855.00	\$3,800.00
Reedwick LLC	\$183,068.85	\$2,300.00



Project Location

Banks Road and Ellis Road
Intersection Improvement Project
Vicinity Map



COUNTY AGENDA REQUEST

Page 29 of 245

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Jeffrey Hornfeck, in the amount of \$7,192.27 for tax year 2025.

Background/History/Details:

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

On June 12, 2026, a request for a partial refund of taxes was received by Jeffrey Hornfeck for residential property parcel 07-09 -092 for tax year 2025. The request was based on erroneous removal of the taxpayer's homestead exemption. The Taxpayer is eligible under the refund statute for a refund for tax year 2025.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Jeffrey Hornfeck, in the amount of \$7,192.27 for tax year 2025.

If this item requires funding, please describe:

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

MEMORANDUM

TO: Fayette County Board of Commissioners

FROM: Fayette County Board of Assessors

DATE: 7/7/26

Re: Tax Refund Request — Hornfeck

Mr. Jeffrey Hornfeck has requested a partial refund of taxes for tax year 2025 based on erroneous removal of his homestead exemption.

The homestead exemption was removed in error in 2025. The exemption was added back to the property for 2025 resulting in a refund due in the amount of \$7,192.27.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, the homeowner's exemption was erroneously removed from the record. Assessors' Office staff has confirmed that the property owner is eligible of the exemption and has corrected the error.

TOTAL REFUND RECOMMENDED: 2025

\$7,192.27

COUNTY AGENDA REQUEST

Page 31 of 245

Department: Environmental Mgt/2017 SPLOST

Presenter(s): Bryan Keller, Director

Meeting Date: Thursday, August 13, 2026

Type of Request: Consent #7

Wording for the Agenda:

Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV Project (17SAS) funds for the culvert replacement near 110 Deerfield Lane in the amount of \$134,988.00.

Background/History/Details:

The proposed project consists of replacing the existing, deteriorating culvert at 110 Deerfield Lane to restore and improve the functionality and reliability of the County's stormwater system.

This agenda item requests approval to establish a new project number and transfer \$134,988.00 from the existing 2017 SPLOST Stormwater Category IV (17SAS) fund to finance the project.

What action are you seeking from the Board of Commissioners?

Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV Project (17SAS) funds for the culvert replacement near 110 Deerfield Lane in the amount of \$134,988.00.

If this item requires funding, please describe:

Funding for this project is available in 2017 SPLOST Stormwater Category IV (17SAS).

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Reviewed by Legal

No

Approved by Purchasing

Not Applicable

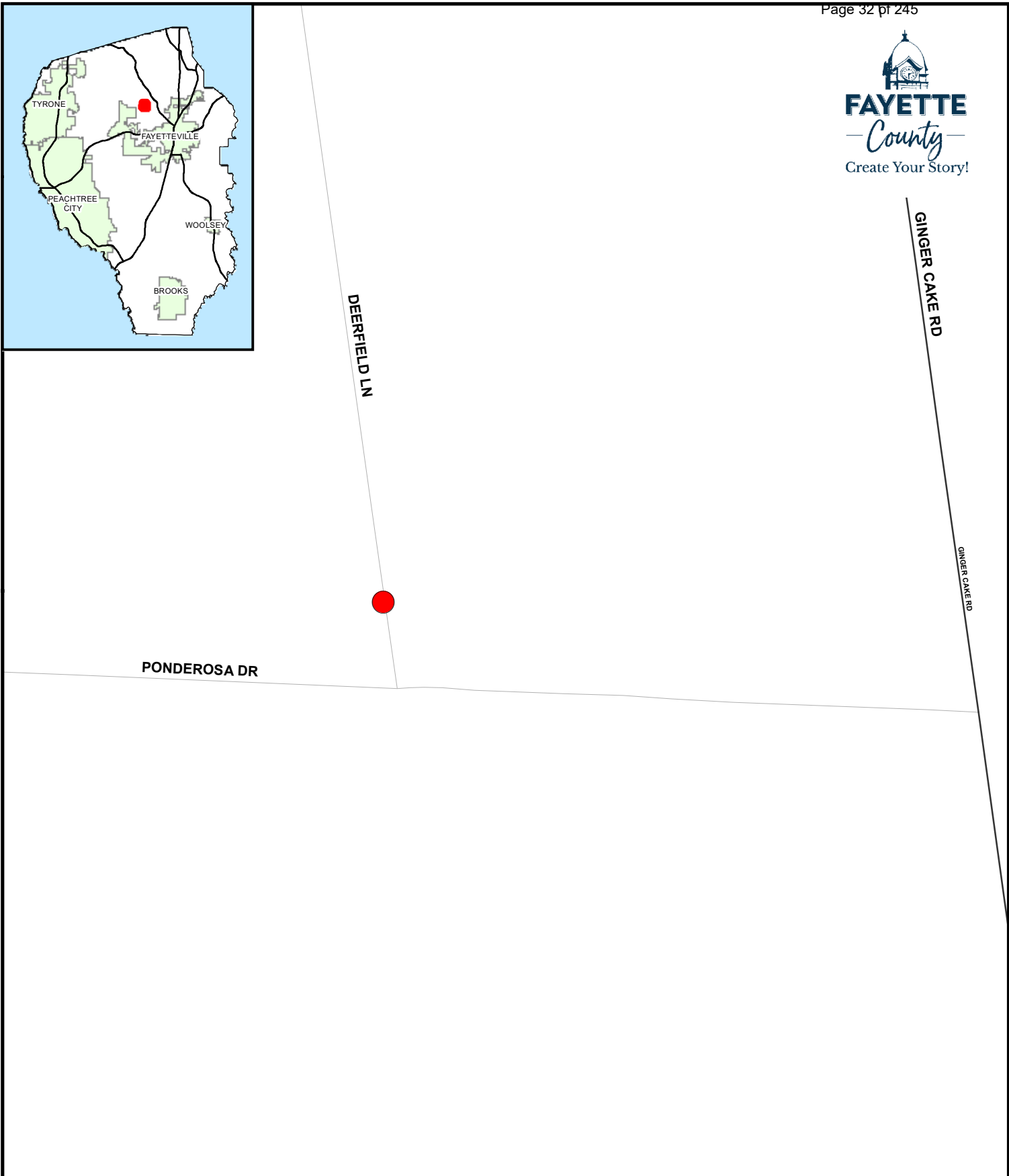
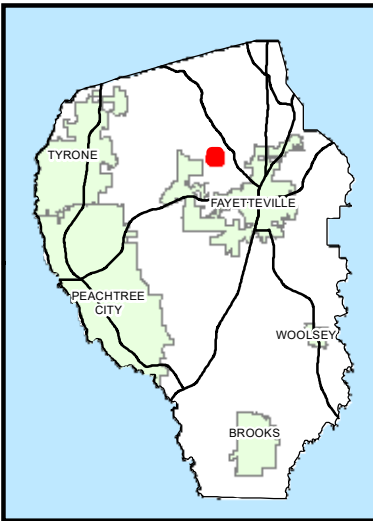
County Clerk's Approval

Yes

Administrator's Approval



Staff Notes:



110 Deerfield Lane Vicinity Map



COUNTY AGENDA REQUEST

Page 33 of 245

Department: Environmental Mgt/2017 SPLOST

Presenter(s): Bryan Keller, Director

Meeting Date: Thursday, August 13, 2026

Type of Request: Consent #8

Wording for the Agenda:

Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 141 Tall Pine Drive in the amount of \$65,060.00.

Background/History/Details:

The proposed project consists of replacing the existing, deteriorating culvert near 141 Tall Pine Drive to restore and improve the functionality and reliability of the County's stormwater system.

This agenda request seeks approval to establish a new project number and transfer \$65,060.00 from the existing 2017 SPLOST Stormwater Category IV (17SAS) fund to finance the project.

What action are you seeking from the Board of Commissioners?

Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 141 Tall Pine Drive in the amount of \$65,060.00.

If this item requires funding, please describe:

Funding for this project is available in 2017 SPLOST Stormwater Category IV (17SAS).

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Reviewed by Legal

No

Approved by Purchasing

Not Applicable

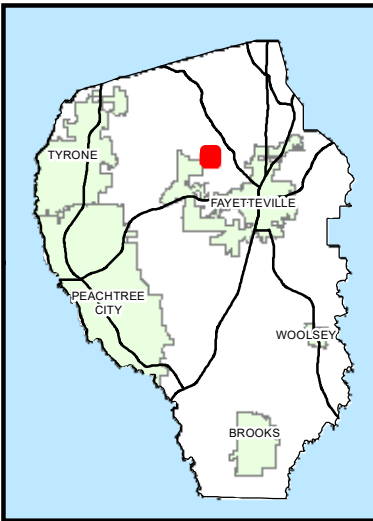
County Clerk's Approval

Yes

Administrator's Approval



Staff Notes:



E TRL

DEERFIELD LN

TALL PINE DR

PONDEROSA DR

PATRICIA LN



Project Location

141 Tall Pine Drive Vicinity Map



COUNTY AGENDA REQUEST

Page 35 of 245

Department: Environmental Mgt/2017 SPLOST

Presenter(s): Bryan Keller, Director

Meeting Date: Thursday, August 13, 2026

Type of Request: Consent #9

Wording for the Agenda:

Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the replacement of stormwater infrastructure near 180 Pine Knot Road in the amount of \$58,207.00.

Background/History/Details:

The proposed project consists of replacing the existing, deteriorating stormwater infrastructure near 180 Pine Knot Road to restore and improve the functionality and reliability of the County's stormwater system.

This agenda item requests approval to establish a new project number and transfer \$58,207.00 from the existing 2017 SPLOST Stormwater Category IV (17SAS) fund to finance the project.

What action are you seeking from the Board of Commissioners?

Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the replacement of stormwater infrastructure near 180 Pine Knot Road, in the amount of \$58,207.00.

If this item requires funding, please describe:

Funding for this project is available in 2017 SPLOST Stormwater Category IV (17SAS).

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Reviewed by Legal

No

Approved by Purchasing

Not Applicable

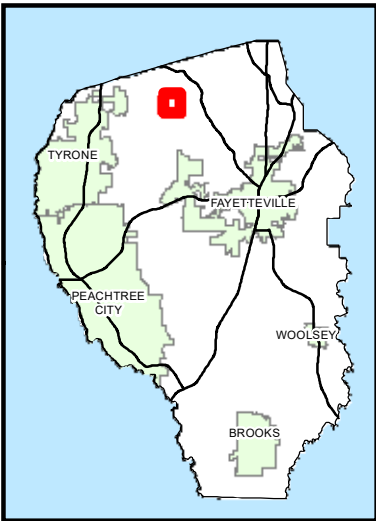
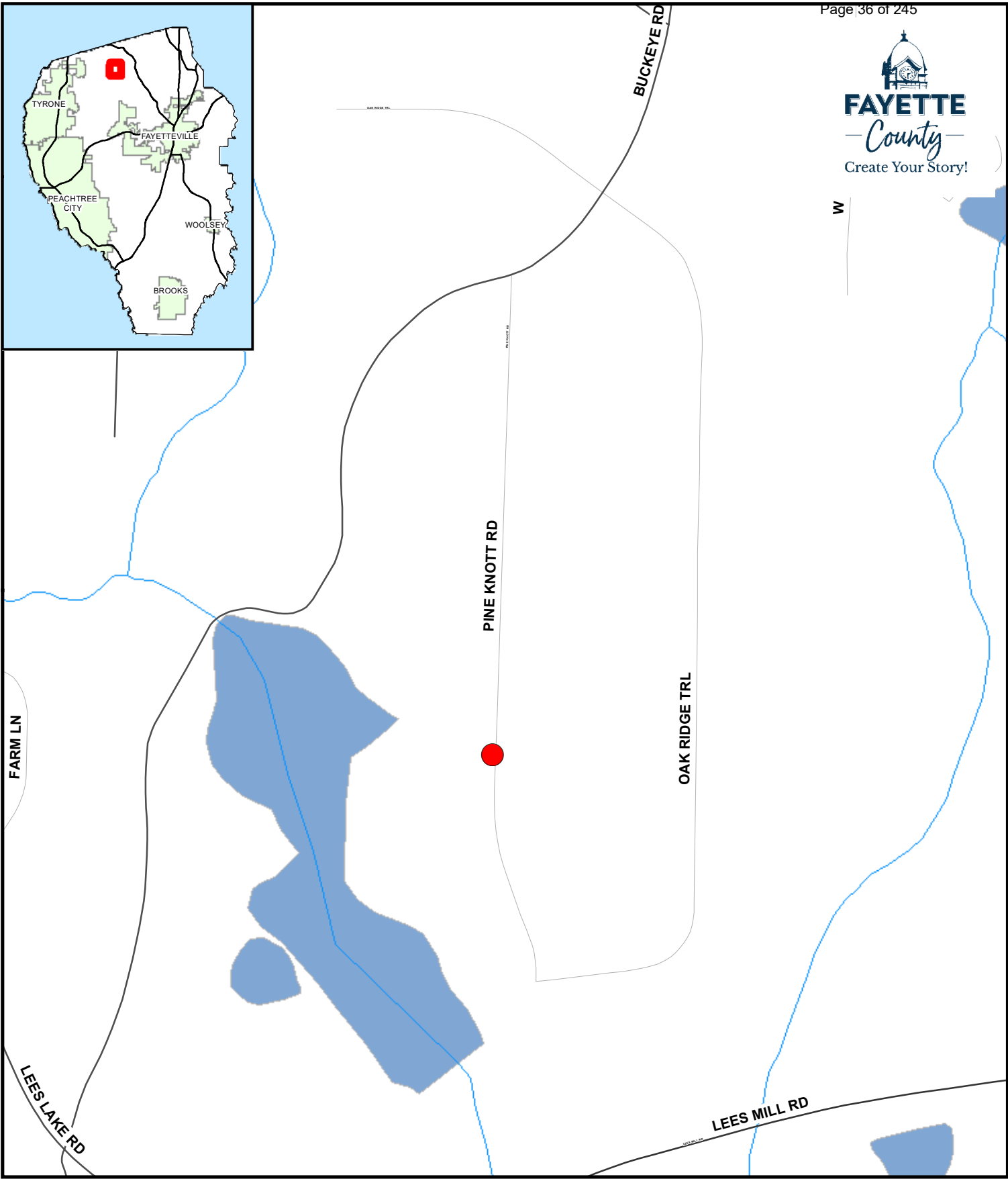
County Clerk's Approval

Yes

Administrator's Approval



Staff Notes:



Project Location

180 Pine Knott Road
Vicinity Map



COUNTY AGENDA REQUEST

Page 37 of 245

Department: Environmental Mgt/2017 SPLOST

Presenter(s): Bryan Keller, Director

Meeting Date: Thursday, August 13, 2026

Type of Request: Consent #10

Wording for the Agenda:

Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 210 Gingercake Trail in the amount of \$64,260.00.

Background/History/Details:

The proposed project consists of replacing the existing, deteriorating culvert near 210 Gingercake Trail to restore and improve the functionality and reliability of the County's stormwater system.

This agenda request seeks approval to establish a new project number and transfer \$64,260.00 from the existing 2017 SPLOST Stormwater Category IV (17SAS) fund to finance the project.

What action are you seeking from the Board of Commissioners?

Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 210 Gingercake Trail in the amount of \$64,260.00.

If this item requires funding, please describe:

Funding for this project is available in 2017 SPLOST Stormwater Category IV (17SAS).

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Reviewed by Legal

No

Approved by Purchasing

Not Applicable

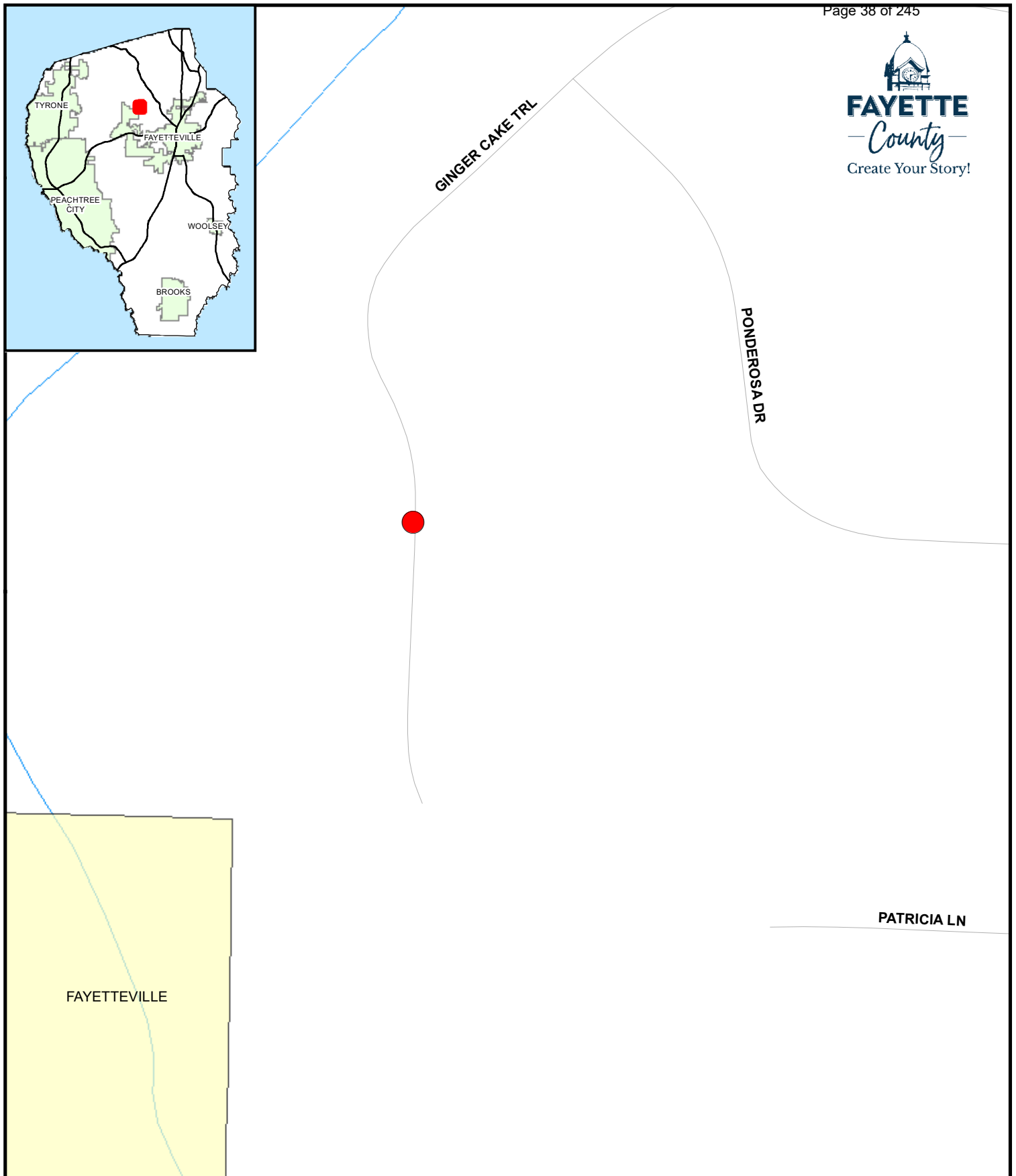
County Clerk's Approval

Yes

Administrator's Approval



Staff Notes:



210 Ginger Cake Trail Vicinity Map



COUNTY AGENDA REQUEST

Page 39 of 245

Department: Environmental Mgt/2017 SPLOST

Presenter(s): Bryan Keller, Director

Meeting Date: Thursday, August 13, 2026

Type of Request: Consent #11

Wording for the Agenda:

Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 240 Ponderosa Drive in the amount of \$63,760.00.

Background/History/Details:

The proposed project consists of replacing the existing, deteriorating culvert near 240 Ponderosa Drive to restore and improve the functionality and reliability of the County's stormwater system.

This agenda request seeks approval to establish a new project number and transfer \$63,760.00 from the existing 2017 SPLOST Stormwater Category IV (17SAS) fund to finance the project.

What action are you seeking from the Board of Commissioners?

Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 240 Ponderosa Drive in the amount of \$63,760.00.

If this item requires funding, please describe:

Funding for this project is available in 2017 SPLOST Stormwater Category IV (17SAS).

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Reviewed by Legal

No

Approved by Purchasing

Not Applicable

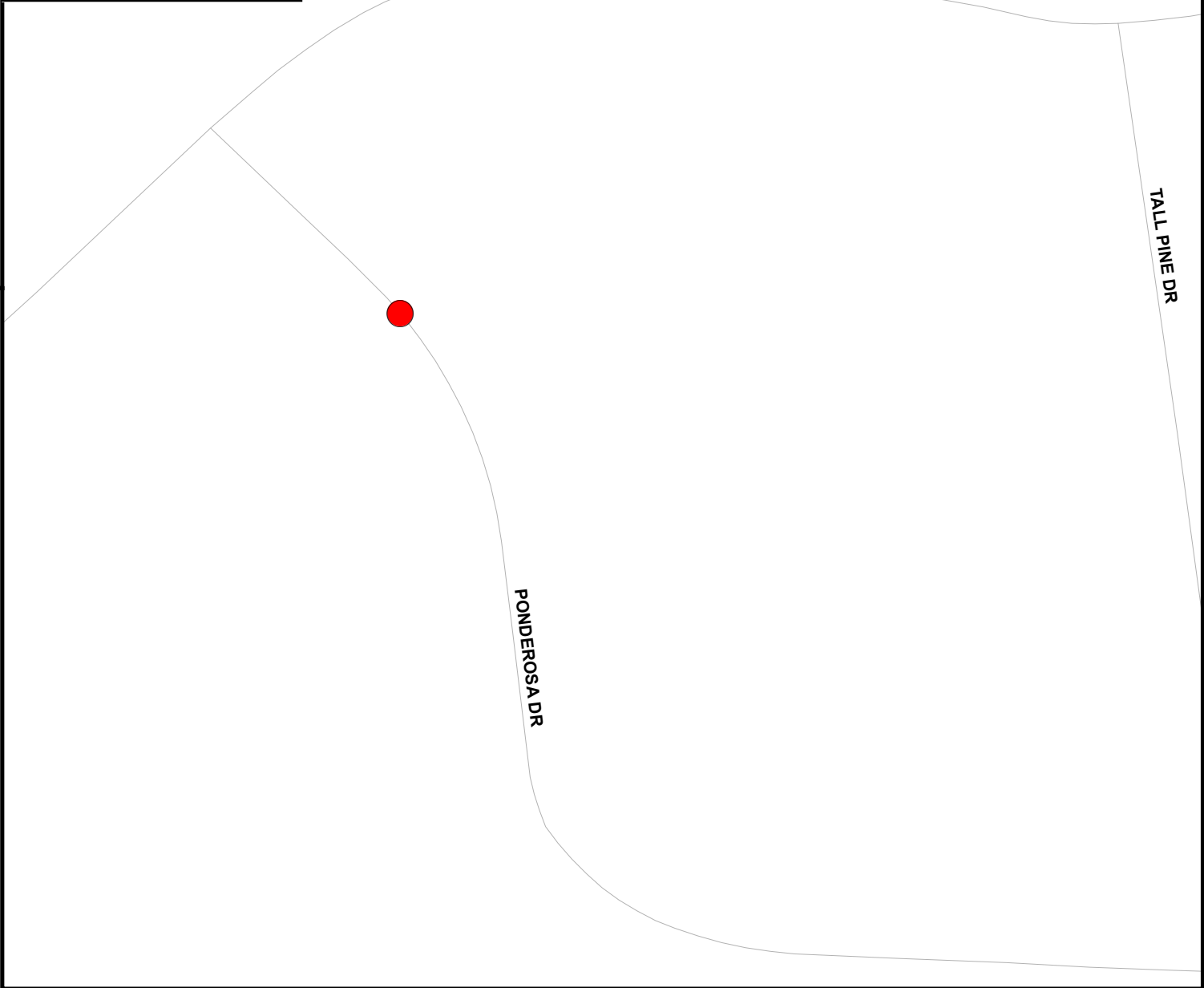
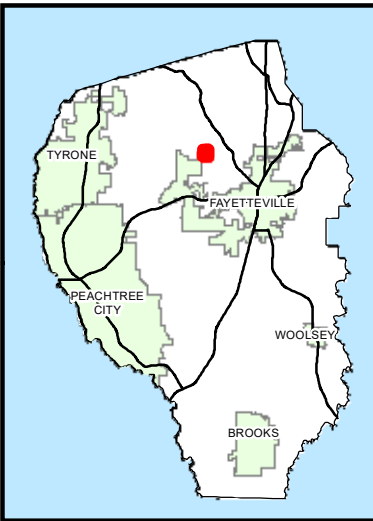
County Clerk's Approval

Yes

Administrator's Approval



Staff Notes:



240 Ponderosa Drive Vicinity Map



COUNTY AGENDA REQUEST

Page 41 of 245

Department: Environmental Mgt/2017 SPLOST

Presenter(s): Bryan Keller, Director

Meeting Date: Thursday, August 13, 2026

Type of Request: Consent #12

Wording for the Agenda:

Approval of a budget transfer in the amount of \$43,605.18 from 2017 SPLOST Category III (17SAR) to 2017 SPLOST Category III Gingercake Trail (271) Culvert Replacement project 20SAN.

Background/History/Details:

The estimated construction cost for the 271 Gingercake Trail Culvert Replacement project (20SAN) is \$63,246.00. The project currently has \$19,640.82 in available budget, resulting in a funding shortfall of \$43,605.18. To fully fund the project and proceed with construction, staff requests approval to transfer \$43,605.18 from 17SAR to 20SAN.

What action are you seeking from the Board of Commissioners?

Approval of a budget transfer in the amount of \$43,605.18 from 2017 SPLOST Category III (17SAR) to 2017 SPLOST Category III Gingercake Trail (271) Culvert Replacement project 20SAN.

If this item requires funding, please describe:

Funding for this project is available in 2017 SPLOST Stormwater Category III (17SAR).

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Reviewed by Legal

No

Approved by Purchasing

Not Applicable

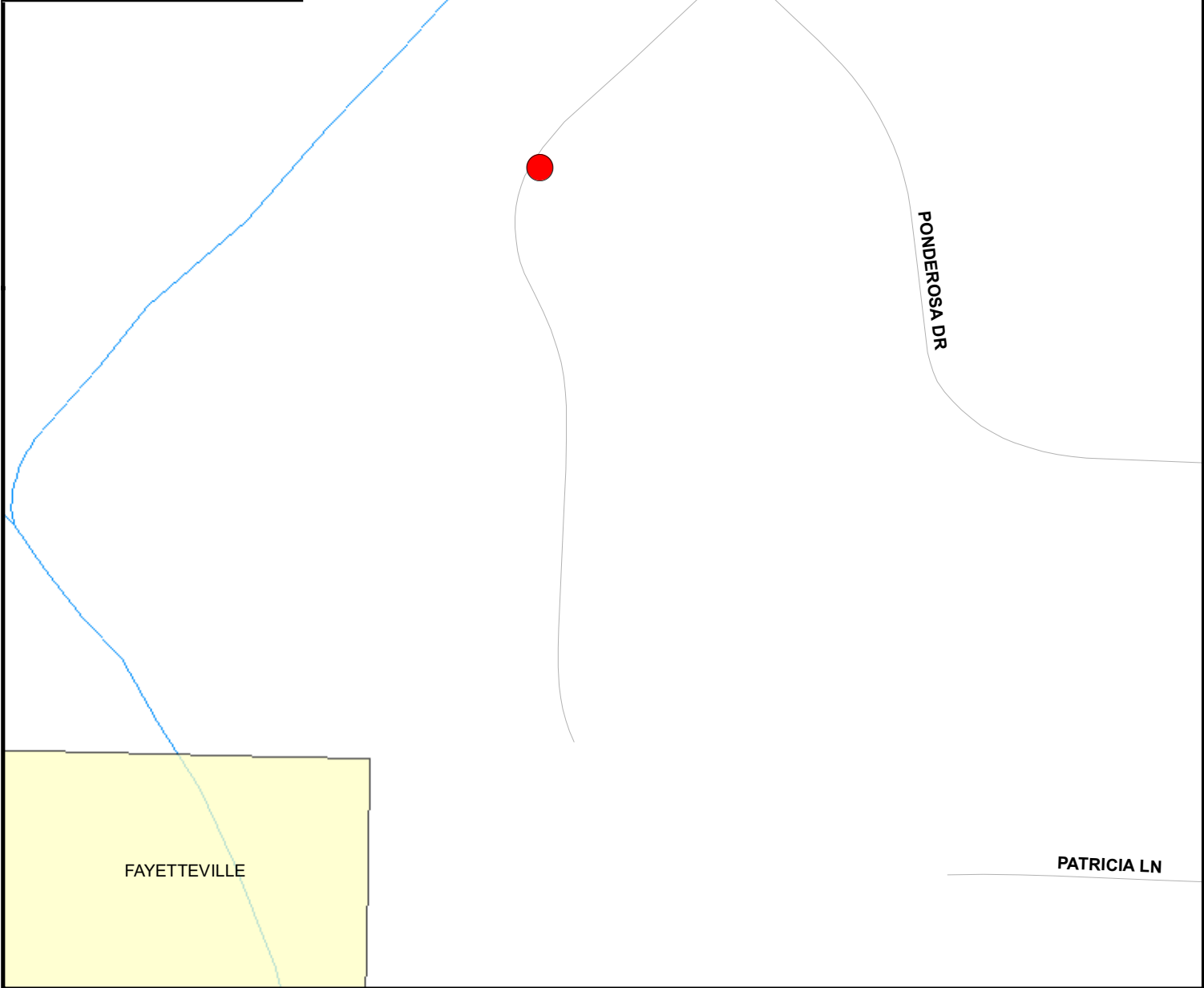
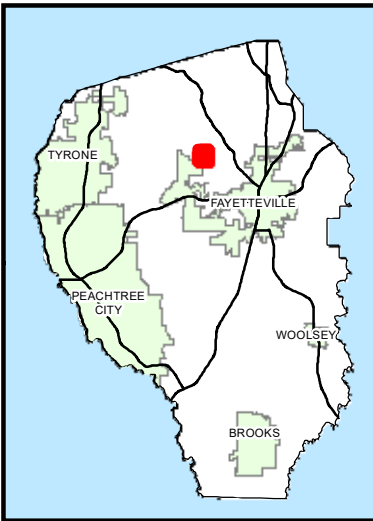
County Clerk's Approval

Yes

Administrator's Approval



Staff Notes:



Fayette County 2017 SPLOST 20SAN- 271 Ginger Cake Trail Vicinity Map



COUNTY AGENDA REQUEST

Page 43 of 245

Department: Environmental Mgt/2017 SPLOST

Presenter(s): Bryan Keller, Director

Meeting Date: Thursday, August 13, 2026

Type of Request: Consent #13

Wording for the Agenda:

Approval of a budget transfer in the amount of \$43,383.12 from 2017 SPLOST Category III(17SAR) to 2017 SPLOST Category III Tall Pine Drive (171) Culvert Replacement project 20SAO.

Background/History/Details:

The estimated construction cost for the 171 Tall Pine Drive Culvert Replacement project (20SAO) is \$62,926.00. The project currently has \$19,542.88 in available budget, resulting in a funding shortfall of \$43,383.12. To fully fund the project and proceed with construction, staff requests approval to transfer \$43,383.12 from 17SAR to 20SAO.

What action are you seeking from the Board of Commissioners?

Approval of a budget transfer in the amount of \$43,383.12 from 2017 SPLOST Category III(17SAR) to 2017 SPLOST Category III Tall Pine Drive (171) Culvert Replacement project 20SAO.

If this item requires funding, please describe:

Funding for this project is available in 2017 SPLOST Stormwater Category III (17SAR).

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Reviewed by Legal

No

Approved by Purchasing

Not Applicable

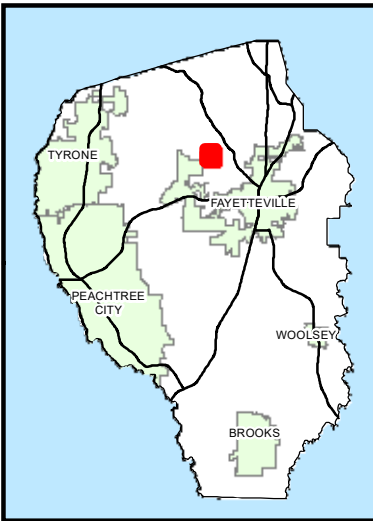
County Clerk's Approval

Yes

Administrator's Approval



Staff Notes:



GINGER CAKE TRL

DEERFIELD LN



PONDEROSA DR

TALL PINE DR

PATRICIA LN

Fayette County 2017 SPLOST 20SAO- 171 Tall Pine Drive Vicinity Map

 Project Location



COUNTY AGENDA REQUEST

Page 45 of 245

Department: Environmental Mgt/2017 SPLOST

Presenter(s): Bryan Keller, Director

Meeting Date: Thursday, August 13, 2026

Type of Request: Consent #14

Wording for the Agenda:

Approval of a budget transfer in the amount of \$31,345.18 from 2017 SPLOST Category III (17SAR) to 2017 SPLOST Category III Gingercake Trail (161) Culvert Replacement project 20SAQ.

Background/History/Details:

The estimated construction cost for the 161 Gingercake Trail Culvert Replacement project (20SAQ) is \$50,986.00. The project currently has \$19,640.82 in available budget, resulting in a funding shortfall of \$31,345.18. To fully fund the project and proceed with construction, staff requests approval to transfer \$31,345.18 from 17SAR to 20SAQ.

What action are you seeking from the Board of Commissioners?

Approval of a budget transfer in the amount of \$31,345.18 from 2017 SPLOST Category III (17SAR) to 2017 SPLOST Category III Gingercake Trail (161) Culvert Replacement project 20SAQ.

If this item requires funding, please describe:

Funding for this project is available in 2017 SPLOST Stormwater Category III (17SAR).

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Yes

Reviewed by Legal

No

Approved by Purchasing

Not Applicable

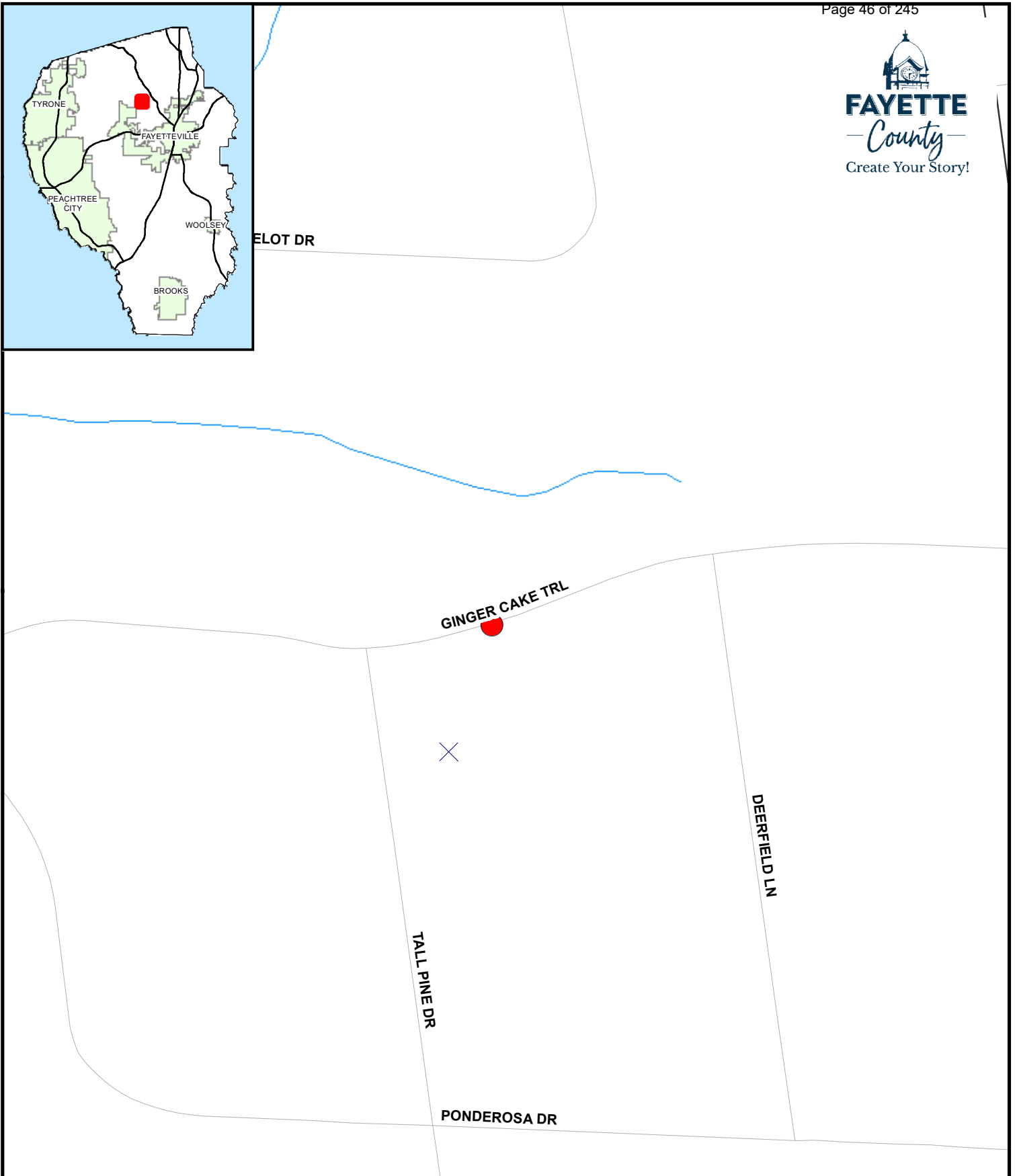
County Clerk's Approval

Yes

Administrator's Approval



Staff Notes:



Fayette County 2017 SPLOST
20SAQ- 161 Ginger Cake Trail
Vicinity Map

 Project Location



COUNTY AGENDA REQUEST

Page 47 of 245

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Acknowledgment of, and authorization from the Board of Commissioners to sign the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury.

Background/History/Details:

The Fayette County Sheriff's Office is required, annually by the US Department of Justice and the US Department of the Treasury to submit an Equitable Sharing Agreement and Certification. The Certification is a breakdown of the total monies received from the US Departments of Justice and Treasury and an accounting of how the monies were spent for the purpose of law enforcement enhancement.

What action are you seeking from the Board of Commissioners?

Acknowledgment of, and authorization from the Board of Commissioners to sign the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA0560000
Agency Name: Fayette County Sheriff's Office
Mailing Address: 155 Johnson Avenue
Fayetteville, GA 30214

Type: Sheriff's Office

Agency Finance Contact

Name: Walker, Michelle

Phone: 770-716-4753

Email: mwalker@fayettecountyga.gov

Jurisdiction Finance Contact

Name: Weinmann, Sheryl

Phone: 770-305-5186

Email: sweinmann@fayettecountyga.gov

ESAC Preparer

Name: Norton, Cindy

Phone: 770-716-4754

Email: cnorton@fayettecountyga.gov

FY End Date: 06/30/2026

Agency FY 2027 Budget: \$31,251,232.00

Annual Certification Report

Summary of Equitable Sharing Activity

Justice Funds ¹

Treasury Funds ²

1	Beginning Equitable Sharing Fund Balance	\$207,799.01	\$79,627.84
2	Equitable Sharing Funds Received	\$416,433.23	\$8,487.00
3	Other Income	\$49,916.00	\$0.00
4	Interest Income	\$1,943.31	\$308.39
5	Total Equitable Sharing Funds Received (total of lines 2-4)	\$468,292.54	\$8,795.39
6	Equitable Sharing Funds Spent (total of lines a - n)	\$168,050.42	\$1,000.00
7	Ending Equitable Sharing Funds Balance (difference between line 6 and the sum of lines 1 and 5)	\$508,041.13	\$87,423.23

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent

Justice Funds

Treasury Funds

a	Law Enforcement Administrative Costs	\$0.00	\$0.00
b	Training and Education	\$21,161.50	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$129,040.53	\$0.00
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$17,848.39	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$1,000.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
	Total	\$168,050.42	\$1,000.00

Other Income

Page 49 of 245

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	\$49,916.00	

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Greg Chapman**Company:** Nichols, Cauley & Associates**Phone:** 770-461-1115**Email:** gchapman@NicholsCauley.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐**Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:** 2025-06-GSAFAC-0000405133

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Babb, Barry H.
Title: Sheriff, Fayette County, GA
Email: bbabb@fayettecountyga.gov

Signature: Submitted Electronically

Date: 07/10/2026

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Hearn, Lee
Title: Chairman, Fayette County BOC
Email: Lhearn@fayettecountyga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards²⁴⁵ (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Babb, Barry H.
Title: Sheriff, Fayette County, GA
Email: bbabb@fayettecountyga.gov

Signature:  Date: 7/10/2026

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Heam, Lee
Title: Chairman, Fayette County BOC
Email: Lheam@fayettecountyga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

COUNTY AGENDA REQUEST

Page 53 of 245

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve ITB #27004-B Lease of County Property – 211 First Manassas Mile Road to Complete Resource Management (CRM).

Background/History/Details:

There are three parcels of land totaling 22 acres next to or near the transfer station that are not needed for transfer station operations. The Road/Solid Waste Department would like to put this acreage to productive use which would provide a benefit to both the Lessee and the County.

The selected bidder intends to utilize the property to process wood chips and related materials. As part of the proposal, the contractor will grind yard waste collected at the County transfer station at no cost to the County. Currently, the County spends approximately \$80,000 to 100,000 annually for grinding services. In addition, the County generates approximately \$192,000 annually in tipping fee revenue from the collection of commercial yard waste materials. This proposed agreement will allow the County to continue generating revenue from commercial yard waste while eliminating the annual grinding expense, resulting in significant financial benefit to the County.

The contractor will be responsible for all costs associated with site development, utilities, maintenance, permitting, and regulatory compliance related to use of the property. The lease term would begin upon execution of the lease agreement, and continue through June 30, 2027, with automatic one-year renewal terms unless terminated by either party with proper notice. The lease will require the lessee to maintain the property, comply with all federal, state, and local regulations, and obtain County approval prior to making any site improvements.

What action are you seeking from the Board of Commissioners?

Request to approve ITB #27004-B Lease of County Property – 211 First Manassas Mile Road to Complete Resource Management (CRM).

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Revenues received will go into the Solid Waste Fund 540.



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Sherry White 

Date: August 13, 2026

Subject: Contract #27004-B Lease - First Manassas Mile

The county owns three parcels of unused land, totaling 22 acres, which are adjacent to the solid waste transfer station property. They are located at 211 First Manassas Mile Road, Fayetteville, Georgia 30214. Fayette County issued Invitation to Bid (ITB) #27004-B seeking a qualified firm to lease the parcels and put the acreage to productive use, which would benefit both the private company and the county. In accordance with O.C.G.A. § 36-9-3, bidders were required to include a proposal with their bid. Bidders were allowed to include cash, in-kind services, or other non-cash contributions in their bid.

Notice of the opportunity was emailed to 54 companies. Another 479 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #75543 (Asphalt and Concrete Scrapers, Profilers, and Milling Machines, Powered, Complete), #96268 (Removal of Wood, Wood Chips, Bark, etc.), #98846 (Landfill Services), #94756 (Logging Services), 91766 (Lease Purchase, Personal Property, Other), #97135 (Land, Rental or Lease), and 97163 (Real Estate: Land and Improvements). The solicitation was also advertised in Fayette New and on the county website.

Two companies submitted bids, as follows:

Complete Resource Management, LLC: Expand their composting business, plus grind and haul away green debris brought to the transfer station.

- No cash payments
- Grind and haul green debris/compost brought to the transfer station
- Manage cardboard & other recyclables brought to the transfer station
- Add new cardboard collection point at McCurry Park (with county approval)

KW Commercial – Government Services on behalf of Georgia Hydrogen Carbon Ventures: Demonstrate the technical capability of a methane-splitting technology to

produce energy, hydrogen fuel, and carbon products, and proof-of-concept for commercial scalability.

- Lease payments of \$2,000.00 per month, for a term of 60 months
- Access to harvest methane from the closed landfill (in addition to the 22 acres)
- Potential for a revenue-sharing agreement if the demonstration is successful

Historically, the county has contracted with a company to grind green debris that is brought to the transfer station by residents and commercial operations. Actual costs for the last three years were as follows:

FY 2024	\$81,080.80
FY 2025	81,317.30
FY 2026	95,424.10

Based on historical costs, Complete Resource Management, LLC would save the county these expenditures plus handle cardboard composting/recycling. The Road Department recommends award of a lease agreement to Complete Resource Management, LLC. The county has not contracted with them in the past, but the Road Department checked their references, and received favorable responses.

Specifics of the proposed contract are as follows:

Contract Name	#27004-B Land Lease - First Manassas Mile Road
Contractor	Complete Resource Management, LLC
Contract Term	
Initial Term	Through June 30, 2027
Renewal Terms	Auto renews with 12-month terms
Budget	This is a revenue agreement.

BID FORM**ITB 27004-B: Lease of County Property – First Manassas Mile**

The monthly amount of:

\$ NA (NA Dollars)

is bid for the lease of the County property described in this Invitation to Bid.

Other compensation or considerations include:

In exchange for the land lease, CRM proposes to grind and haul away all of the green debris/compost that the county landfill / transfer station at 221 First Manassas Mile takes in at no charge to the county and the county would still keep 100% of the revenue from green waste tip fees.

CRM would simply grind the piles and take care of the ground material at no cost to the city

The greenwaste pile will be ground by CRM each time it reaches approximately 10,000 yards

CRM will be notified by Fayette County that the pile is getting close to capacity at least 30 days in advance to give CRM time to schedule the grinding activity.

Citizens would still be allowed to get ground mulch or compost as needed from the landfill greenwaste area the same as they do now.

CRM also agrees to manage the cardboard recycling and / or other recyclable materials that are currently being brought into the transfer station at 221 First Manassas Mile.

With county approval, a new cardboard collection point could be set up at McCurry Park for citizens to drop off cardboard.

The cardboard would be placed in a recycling container by citizens and CRM would pick up the container when full

The cardboard would either be recycled in CRM's composting process or it would be recycled into more cardboard

SIGNATURE: _____



PRINTED NAME: Whitcomb Barnhill

COMPANY'S NAME: Complete Resource Management

Exhibit 1

INVITATION TO BID FOR LEASING OF COUNTY PROPERTY
LOCATED IN FAYETTE COUNTY, GEORGIA

TRACT ONE – 15.000 ACRES

All that tract or parcel of land lying and being in Land Lots 99 and 100 of the 5th District, Fayette County, Georgia, and being more particularly described as follows:

Commencing at a 1 ½" open top pipe found at the southeast corner of Land Lot 99, said corner being common to Land Lots 93, 94, 99, and 100, said point being the TRUE POINT OF BEGINNING;

Thence, along the southerly line of Land Lot 99, North 89 degrees 26 minutes 14 seconds West, 1081.83 feet to a point; Thence North 00 degrees 33 minutes 46 seconds East, 567.19 feet to a point; Thence South 89 degrees 26 minutes 14 seconds East, 1056.72 feet to a point, said point being 150' from an existing chain link fence; Thence, running parallel to said fence, South 17 degrees 56 minutes 05 seconds East, 601.06 feet to a point on the southerly line of Land Lot 100; Thence, along the southerly line of Land Lot 100, North 88 degrees 27 minutes 44 seconds West, 165.61 feet to a point, said point being the TRUE POINT OF BEGINNING;

Said tract or parcel of land contains 15.000 acres.

TRACT TWO – 0.707 ACRE

All that tract or parcel of land lying and being in Land Lot 93 of the 5th District, Fayette County, Georgia, and being more particularly described as follows:

Commencing at a 1 ½" open top pipe found at the northwest corner of Land Lot 93, said corner being common to Land Lots 93, 94, 99, and 100, said point being the TRUE POINT OF BEGINNING;

Thence, along the northerly line of Land Lot 93, South 88 degrees 27 minutes 44 seconds East, 165.51 feet to a point; Thence South 17 degrees 56 minutes 05 seconds East, 90.08 feet to a point on the northwesterly right of way of First Manassas Mile Road (60' right of way); Thence, along said northwesterly right of way the following courses and distances: South 59 degrees 13 minutes 10 seconds West, 33.82 feet to a point; Along a curve to the left, an arc distance of 244.77 feet, said curve having a radius of 482.00 feet and being subtended by a chord of 242.15 feet, at South 44 degrees 40 minutes 17 seconds West, to a point; Thence, departing said northwesterly right of way, North 01 degrees 13 minutes 48 seconds East, 279.73 feet to a point, said point being the TRUE POINT OF BEGINNING;

Said tract or parcel of land contains 0.707 acre (30,800 square feet).

TRACT THREE – 6.293 ACRES

All that tract or parcel of land lying and being in Land Lot 93 of the 5th District, Fayette County, Georgia, and being more particularly described as follows:

Commencing at the point of intersection of the northerly land lot line of Land Lot 93 and the southeast right of way of First Manassas Mile Road (60' right of way); Thence along said southeast right of way, South 59 degrees 13 minutes 10 seconds West, 287.52 feet to a point, said point being the TRUE POINT OF BEGINNING;

Thence departing said southeast right of way through the lands of Fayette County the following courses and distances: South 88 degrees 27 minutes 44 seconds East, 409.94 feet to a point; South 01 degrees 32 minutes 16 seconds West, 471.06 feet to a point; North 88 degrees 27 minutes 44 seconds West, 632.98 feet to a point on said southeast right of way of First Manassas Mile Road; Thence along said southeast right of way the following courses and distances: North 01 degrees 13 minutes 48 seconds East, 94.59 feet to a point; Along a curve to the right, an arc distance of 427.51 feet, said curve having a radius of 422.00 feet and being subtended by a chord of 409.11 feet, at North 30 degrees 13 minutes 29 seconds East, to a point; North 59 degrees 13 minutes 10 seconds East, 32.14 feet to a point, said point being the TRUE POINT OF BEGINNING;

Said tract or parcel contains 6.293 acres.

Tract One is a portion of Parcel 0522 049 on the Official Tax Maps of Fayette County, Georgia. Tract Two and Tract Three are portions of Parcel 0516 003 on the Official Tax Maps of Fayette County, Georgia.

BOARD OF COUNTY COMMISSIONERS

Consent #17

Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles D. Rousseau
Charles W. Oddo

FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214



MINUTES

July 9, 2026
5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

OFFICIAL SESSION:

Call to Order

Chairman Lee Hearn called the July 9, 2026, Board of Commissioners meeting to order at 5:01 p.m. A quorum of the Board was present. Commissioner Eric Maxwell was absent.

Invocation and Pledge of Allegiance by Chairman Lee Hearn

Chairman Lee Hearn gave the Invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

Vice Chairman Edward Gibbons moved to approve the agenda as presented. Commissioner Charles Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

PROCLAMATION/RECOGNITION: None

PUBLIC HEARING: None

PUBLIC COMMENT:

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

CONSENT AGENDA:

Vice Chairman Gibbons moved to approve the Consent Agenda. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

1. **Approval of a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Eric Maxwell to nominate Marie Parker, Shaneka McClarty, Dr., Lindsey Cofer and Boris Thomas to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2026 and expires May 31, 2030.**

2. **Approval of a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Eric Maxwell to nominate James Oliver, Therol Brown and Robert D. Burcher, Jr. to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2026 and expires May 31, 2030.**
3. **Approval for Fire & Emergency Services to surplus all end-of-service Self-Contained Breathing Apparatus (SCBAs), donate 25 surplus units to Pike County Emergency Services, donate 20 surplus units to Harris County High School Fire & Emergency Services Training Program, and auction the remaining surplus units and associated components.**
4. **Approval of the June 25, 2026, Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

5. **Request to approve Contract 26054-P; Change Order 2 for construction of the Phase II Animal Shelter Project by MEJA Construction Inc. for \$1,534,031.00 for a contract total of \$3,372,266.00.**

Public Works Director, Phil Mallon, stated that this item involved next steps in the construction of the Phase II Animal Shelter Project. He stated that The Fayette County Animal Shelter Phase II project had completed the design phase and was approaching the construction phase. MEJA was appointed as Construction Manager at Risk (CMAR) at the January 22nd Board of Commissioners meeting. He noted that the initial contract amount of \$292,500 for MEJA was increased by Change Order 1 in the sum of \$1,545,735 at the May 28, 2026 meeting. Mr. Mallon advised that the item before the Board was approval of Change Order 2 which would increase the contract amount by \$1,534,031.00 for a contract total of \$3,372,266.00.

Vice Chairman Gibbons moved to approve Contract 26054-P; Change Order 2 for construction of the Phase II Animal Shelter Project by MEJA Construction Inc. for \$1,534,031.00 for a contract total of \$3,372,266.00. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

6. **Consideration of the nomination from the Fayette County Republican Party to appoint Andrew Rose to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028.**

County Administrator Steve Rapson stated that in May of 2026 the Governor signed House Bill 15657, revising the composition of the Fayette County Board of Elections. The new bill recreates the board into a five-member board, instead of three. The committee membership would be established accordingly: (1) Two members shall be appointed from a list of nominees provided by the chairperson of the county executive committee of the political party whose candidates at the last preceding general election received the largest number of votes in this state for members of the General Assembly; and (2) Two members shall be appointed from a list of nominees provided by the chairperson of the county executive committee of the political party whose candidates at such election received the next largest number of votes. Mr. Rapson stated that before the Board was the nomination from the Fayette County Republican Party to appoint Andrew Rose to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028.

Commissioner Oddo moved approve the nomination from the Fayette County Republican Party to appoint Andrew Rose to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

7. **Consideration of the nomination from the Fayette County Democratic Party to appoint Kellie Hooper to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028.**

Mr. Rapson stated that this request was similar to the previous item but was the nomination from the Fayette County Democratic Party to appoint Kellie Hooper to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028.

Commissioner Rousseau moved to approve the nomination from the Fayette County Democratic Party to appoint Kellie Hooper to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

ADMINISTRATOR'S REPORTS:

Hot Projects

Mr. Rapson stated that he provided the Board with the Hot Topics with updates to the Parks and Recreation Multi-Use Facility, multipurpose facility, Darren Drive culvert replacement, Cross Creek culvert replacement, Brandon Mill Circle culvert replacement, Justice Center buildout, Kenwood Road, Morning Creek Bridge, and the Crosstown Generator Project.

Assistant County Administrator

Mr. Rapson also acknowledged that this month was the Assistant County Administrator, Jason Tinsley's one year anniversary with Fayette County, and noted that it had been great having him.

ATTORNEY'S REPORTS:

There were three items for Executive Session. Two items involving pending litigation and the review of the June 25, 2026 Executive Session Minutes.

COMMISSIONERS' REPORTS:

Commissioner Rousseau

Commissioner Rousseau asked whether Mr. Tinsley had successfully completed his probationary period. Mr. Rapson confirmed that he had completed probation and was performing well. Commissioner Rousseau thanked Mr. Tinsley and described him as a welcome addition to the county organization.

EXECUTIVE SESSION:

Two items involving pending litigation and the review of the June 25, 2026 Executive Session Minutes.

Vice Chairman Gibbons moved to go into Executive Session. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The Board recessed into Executive Session at 5:09 p.m. and returned to Official Session at 6:00 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

Approval of the June 25, 2026 Executive Session Minutes: Commissioner Oddo moved to approve June 25, 2026 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 4-0. Commissioner Maxwell was absent.

ADJOURNMENT:

Vice Chairman Gibbons moved to adjourn the July 9, 2026, Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 3-0. Commissioner Maxwell was absent.

The July 9, 2026 Board of Commissioners meeting adjourned at 6:00 p.m.

Marlena Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 23rd day of July 2026. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Page 63 of 245

Department: Parks & Recreation

Presenter(s): Tim Symonds, Consultant

Meeting Date: Thursday, August 13, 2026

Type of Request: New Business #18

Wording for the Agenda:

Request to approve a purchase order for \$194,450.98 to The Hon Company, LLC and a purchase order for \$70,875.77 to Staples Contract & Commercial, LLC for furniture and equipment for the new Multi-Use Recreation Facility for a total amount of \$265,326.75.

Background/History/Details:

The new Multi-Use Recreation Facility project will be completing by the end of October 2026. All office furniture and equipment is on a 6-8 week lead time which means that orders for these items need to be placed by the beginning of August. The Project Team has been working with HON / Staples a pre-qualified preferred supplier with Georgia State Contract pricing for all the office / community room / meeting rooms / activity rooms and equipment for the whole facility.

The Project budget for the FF&E has been set at \$750,000. To date only \$113,186.00 has been approved for the weight room equipment leaving a uncommitted budget of \$636,814. The breakdown of the cost for this request is as follows:

HON cost - \$194,450.98

Staples cost - \$70,875.77

Total Cost- \$265,326.75

What action are you seeking from the Board of Commissioners?

Approval of a purchase order for \$194,450.98 to The Hon Company, LLC and a purchase order for \$70,875.77 to Staples Contract & Commercial, LLC for furniture and equipment for the new Multi-Use Recreation Facility for a total amount of \$265,326.75.

If this item requires funding, please describe:

Funds for this project are available under R23AA - the available funds are \$2,691,079

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Yes

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *TB*
 From: Sherry White *SW*
 Date: August 13, 2026
 Subject: **Furniture, Fixtures and Equipment (FFE) for Multi-Use Recreation Building Acquisition Through Purchase Order**

The new Fayette County Multi-Use Recreation Building is under construction, and is expected to be completed around September 2026. The facility will include classrooms, offices and general meeting areas.

There are several categories of expenditures that are not part of the Construction Manager at Risk (CMAR) contract with MEJA Construction, Inc. One category is Furniture, Fixtures, and Equipment (FFE), with \$750,000 reserved for this cost. The equipment for the weightroom has been approved and processed for \$113,186.00. The remainder of the balance, \$636,814.00 will be applied to the additional FFE needed.

This request is to purchase furniture, fixtures, and equipment (FF&E) using the allocated FF&E budget to ensure timely delivery and installation. The Project Manager obtained quotations from HON/Staples through the State of Georgia contract. HON will supply the majority of the large furniture like desk, tables, and chairs at the cost of \$194,450.98 as quoted in the attached (Attachment 1). Staples will supply the daily tools like whiteboards, trash cans and chair mats at the cost of \$70,875.77 as quoted in the attached (Attachment 2).

Specifics of the proposed procurement are as follows:

Project	Furniture, Fixtures and Equipment (FFE) for Multi-Use Recreation Building	
Vendor	HON/Staples	
Amount	\$265,326.75	
Budget:		
Fund	327	2023 SPLOST
Org Code	32760110	Recreation SPLOST
Object	541320	Buildings & Structures
Project	R23AA	Recreational Multi-Purpose Bldg.
Available	\$2,691,078.98	As of 7/21/2026



Connie Roach

Bozeman MT 59715
Phone: 336-848-6971
Connie.Roach@staples.com

Attachment 1
Page 63 of 245
QUOTATION

BI-379952

SOLD TO:

Fayette County Government

SHIP TO:

Multi-Use Rec Center

Fayetteville GA 30276

Project: Multi Use Rec Building

BI / QUOTE #		DATE		CONTRACT #		SALESPERSON	
BI-379952		7/15/2026				Connie Roach	
Line #	Qty.	Part Number & Description			Sell \$	Ext Sell \$	
1	96	HON	HMN2		\$435.90	\$41,846.40	
			Motive Nest/Stack Chair-Flex Bck-Uph Seat				
			.F	Fixed Arm			
			.S	Soft Caster			
			.IF	4-Way Fog			
			.ON	Onyx			
			\$(7)	Grade 7 Uph			
			.MG	Mingle			
			-026	Cloud			
			.CBK	Charblack			
2	24	HON	HMVR-3072G-NS		\$770.03	\$18,480.72	
			Motive Table Rect 30Dx72W 2mm Edge Nesting Base				
			.N	No Grommets			
			\$(L1STD)	Grd L1 Standard Laminates			
			.LOFT	Loft			
			.LOFT	Loft			
			.C	Caster			
			\$(P1)	P1 Paint Opts			
			.CBK	Charblack			
3	1	HON	HTLLECTA		\$833.89	\$833.89	
			Preside Laminate Lectern				
			\$(L1STD)	Grd L1 Standard Laminates			
			.PINC	Pinnacle			
			.G	Loop Black			

BI / QUOTE #

BI-379952

DATE

7/15/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty	Part Number & Description	Sell \$	Ext Sell \$
4	0	SUBTOTAL	\$0.00	\$61,161.01
		120 COMMUNITY ROOM		

5	24	HON HMN2	\$435.90	\$10,461.60
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Motivate Nest/Stack Chair-Flex Bck-Uph Seat

.F Fixed Arm
 .S Soft Caster
 .IF 4-Way Fog
 .ON Onyx
 \$(7) Grade 7 Uph
 .MG Mingle
 -026 Cloud
 .CBK Charblack

6	6	HON HMVR-3072G-NS	\$770.03	\$4,620.18
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Motivate Table Rect 30Dx72W 2mm Edge Nesting Base

.N No Grommets
 \$(L1STD) Grd L1 Standard Laminates
 .LOFT Loft
 .LOFT Loft
 .C Caster
 \$(P1) P1 Paint Opts
 .CBK Charblack

7	0	SUBTOTAL	\$0.00	\$15,081.78
		121 MEETING		

8	1	HON HEST3H2WS	\$946.96	\$946.96
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3-High Tote Storage - 2-Wide

.C Standard
 .N Without Door
 .S Solid
 \$(P1) P1 Paint Opts
 .LOFT Loft
 \$(MATCH) Match Case
 .NA Match Case
 \$(P1) P1 Paint Opts
 .LOFT Loft
 \$(L1STD) Grd L1 Standard Laminate
 .LOFT Loft

BI / QUOTE #

BI-379952

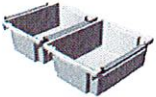
DATE

7/15/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
9	1	HON HEST3H3WS 3-High Tote Storage - 3-Wide  .C Standard .N Without Door .S Solid \$(P1) P1 Paint Opts .LOFT Loft \$(MATCH) Match Case .NA Match Case \$(P1) P1 Paint Opts .LOFT Loft \$(L1STD) Grd L1 Standard Laminate .LOFT Loft	\$1,096.04	\$1,096.04
10	5	HON HFMBIN3 Tray Kit 3"h 2 bins and 4 rails 	\$29.67	\$148.35
11	8	HON HFMBIN6 Tray Kit 6"h 2 bins and 4 rails 	\$34.78	\$278.24
12	6	HON HMS1 Motive High Density Stacker-Sled Base-Set/4  .N No Arm .ON Onyx .PR8 Silver Texture	\$491.10	\$2,946.60
13	1	HON HMSCART Motive Cart for Stacking Chairs 	\$282.63	\$282.63
14	6	HON HMVR-3072G-NS Motive Table Rect 30Dx72W 2mm Edge Nesting Base  .N No Grommets \$(L1STD) Grd L1 Standard Laminates .LOFT Loft .LOFT Loft .C Caster \$(P1) P1 Paint Opts .CBK Charblack	\$770.03	\$4,620.18

BI / QUOTE #

BI-379952

DATE

7/15/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
15	0	SUBTOTAL	\$0.00	\$10,319.00
		131 ACTIVITY ROOM		

16 1 HON **HEST3H2WS** \$946.96 \$946.96



3-High Tote Storage - 2-Wide

.C Standard
 .N Without Door
 .S Solid
 \$(P1) P1 Paint Opts
 .LOFT Loft
 \$(MATCH) Match Case
 .NA Match Case
 \$(P1) P1 Paint Opts
 .LOFT Loft
 \$(L1STD) Grd L1 Standard Laminate
 .LOFT Loft

17 1 HON **HEST3H3WS** \$1,096.04 \$1,096.04



3-High Tote Storage - 3-Wide

.C Standard
 .N Without Door
 .S Solid
 \$(P1) P1 Paint Opts
 .LOFT Loft
 \$(MATCH) Match Case
 .NA Match Case
 \$(P1) P1 Paint Opts
 .LOFT Loft
 \$(L1STD) Grd L1 Standard Laminate
 .LOFT Loft

18 5 HON **HFMBIN3** \$29.67 \$148.35

Tray Kit 3"h 2 bins and 4 rails



19 8 HON **HFMBIN6** \$34.78 \$278.24

Tray Kit 6"h 2 bins and 4 rails



BI / QUOTE #

BI-379952

DATE

7/15/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
20	6	HON HMS1	\$491.10	\$2,946.60



Motivate High Density Stacker-Sled Base-Set/4

.N No Arm
.ON Onyx
.PR8 Silver Texture

21	1	HON HMSCART	\$282.63	\$282.63
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Motivate Cart for Stacking Chairs

22	6	HON HMVR-3072G-NS	\$770.03	\$4,620.18
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Motivate Table Rect 30Dx72W 2mm Edge Nesting Base

.N No Grommets
\$(L1STD) Grd L1 Standard Laminates
.LOFT Loft
.LOFT Loft
.C Caster
\$(P1) P1 Paint Opts
.CBK Charblack

23	0	SUBTOTAL	\$0.00	\$10,319.00
		133 ACTIVITY ROOM		

24	1	HON HEST3H2WS	\$946.96	\$946.96
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3-High Tote Storage - 2-Wide

.C Standard
.N Without Door
.S Solid
\$(P1) P1 Paint Opts
.LOFT Loft
\$(MATCH) Match Case
.NA Match Case
\$(P1) P1 Paint Opts
.LOFT Loft
\$(L1STD) Grd L1 Standard Laminate
.LOFT Loft

BI / QUOTE #

BI-379952

DATE

7/15/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
25	1	HON HEST3H3WS 3-High Tote Storage - 3-Wide  .C Standard .N Without Door .S Solid \$(P1) P1 Paint Opts .LOFT Loft \$(MATCH) Match Case .NA Match Case \$(P1) P1 Paint Opts .LOFT Loft \$(L1STD) Grd L1 Standard Laminate .LOFT Loft	\$1,096.04	\$1,096.04
26	5	HON HFMBIN3 Tray Kit 3"h 2 bins and 4 rails 	\$29.67	\$148.35
27	8	HON HFMBIN6 Tray Kit 6"h 2 bins and 4 rails 	\$34.78	\$278.24
28	6	HON HMS1 Motive High Density Stacker-Sled Base-Set/4  .N No Arm .ON Onyx .PR8 Silver Texture	\$491.10	\$2,946.60
29	1	HON HMSCART Motive Cart for Stacking Chairs 	\$282.63	\$282.63
30	6	HON HMVR-3072G-NS Motive Table Rect 30Dx72W 2mm Edge Nesting Base  .N No Grommets \$(L1STD) Grd L1 Standard Laminates .LOFT Loft .LOFT Loft .C Caster \$(P1) P1 Paint Opts .CBK Charblack	\$770.03	\$4,620.18

BI / QUOTE #

BI-379952

DATE

7/15/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
31	0	SUBTOTAL	\$0.00	\$10,319.00
		135 ACTIVITY ROOM		

32 1 HON HEST3H2WS \$946.96 \$946.96



3-High Tote Storage - 2-Wide

.C Standard
 .N Without Door
 .S Solid
 \$(P1) P1 Paint Opts
 .LOFT Loft
 \$(MATCH) Match Case
 .NA Match Case
 \$(P1) P1 Paint Opts
 .LOFT Loft
 \$(L1STD) Grd L1 Standard Laminate
 .LOFT Loft

33 1 HON HEST3H3WS \$1,096.04 \$1,096.04



3-High Tote Storage - 3-Wide

.C Standard
 .N Without Door
 .S Solid
 \$(P1) P1 Paint Opts
 .LOFT Loft
 \$(MATCH) Match Case
 .NA Match Case
 \$(P1) P1 Paint Opts
 .LOFT Loft
 \$(L1STD) Grd L1 Standard Laminate
 .LOFT Loft

34 5 HON HFMBIN3 \$29.67 \$148.35

Tray Kit 3"h 2 bins and 4 rails



35 8 HON HFMBIN6 \$34.78 \$278.24

Tray Kit 6"h 2 bins and 4 rails



BI / QUOTE #

BI-379952

DATE

7/15/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
36	6	HON HMS1 Motivate High Density Stacker-Sled Base-Set/4  .N No Arm .ON Onyx .PR8 Silver Texture	\$491.10	\$2,946.60
37	1	HON HMSCART Motivate Cart for Stacking Chairs 	\$282.63	\$282.63
38	6	HON HMVR-3072G-NS Motivate Table Rect 30Dx72W 2mm Edge Nesting Base  .N No Grommets \$(L1STD) Grd L1 Standard Laminates .LOFT Loft .LOFT Loft .C Caster \$(P1) P1 Paint Opts .CBK Charblack	\$770.03	\$4,620.18
39	0	SUBTOTAL 137ACTIVITY ROOM	\$0.00	\$10,319.00
40	2	HON HASLB3MF Astir Three Seat Lounge: Low Back Multi-Fabric  .L Left Arm Only \$(3) Grade 3 Uph .SX Moxie 45 Hemp \$(3) Grade 3 Uph .SMOMGLD Guild 69 London .PM Post Metal P7A Textured Charcoal	\$2,333.57	\$4,667.14

BI / QUOTE #

BI-379952

DATE

7/15/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
41	2	HON HASLB3MF Astir Three Seat Lounge: Low Back Multi-Fabric  .R Right Arm Only \$(3) Grade 3 Uph .SX Moxie 45 Hemp \$(3) Grade 3 Uph .SMOMGLD Guild 69 London .PM Post Metal P7A Textured Charcoal	\$2,333.57	\$4,667.14
42	2	HON HASLBTCMF Astir True Corner Lounge: Low Back Multi-Fabric  \$(3) Grade 3 Uph .SX Moxie 45 Hemp \$(3) Grade 3 Uph .SMOMGLD Guild 69 London .PM Post Metal P7A Textured Charcoal	\$1,536.35	\$3,072.70
43	4	HON HMAVMA MAV Single Lounge Mid Back Arms  \$(3) Grade 3 Uph .SX Moxie 43 Concrete .4S Four Star P7A Textured Charcoal	\$1,110.34	\$4,441.36
44	2	HON HSCCR48LM Laminate Coffee Table Round 48Dx16H  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle PINC Pinnacle .PINC Pinnacle \$(P1) P1 Paint Opts .P7A Textured Charcoal	\$756.02	\$1,512.04
45	0	SUBTOTAL 150 LOUNGE	\$0.00	\$18,360.38

BI / QUOTE #

BI-379952

DATE

7/15/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.		Part Number & Description	Sell \$	Ext Sell \$
46	12	HON	HIWMM Ignition 2 Task Mid-back  .Y1 Synchro-Tilt W Seat Slider .P Fixed Polished Aluminum .S Black All-Surface Caster .IM 4-Way Black \$(2) Grade 2 Uph .WP Whisper Vinyl 100 Fog .NL No Lumbar .PA Polished Aluminum .T Black	\$482.86	\$5,794.32
47	1	HON	HQB Interlink IQ Power Base In-Feed 	\$298.70	\$298.70
48	1	HON	HQH5-E-3P1E ElloraB G2 Flptop for IQ-3 AC Pwr/1 Extron Open  .BLK Black	\$238.96	\$238.96
49	1	HON	HQH5-E-3P1U2B ElloraB G2 Flptop for IQ/3 Pwr/1 Dual USB/2 Blnk  .BLK Black	\$249.26	\$249.26
50	1	HON	HQJ3 Interlink IQ Power Jumper 3ft 	\$62.62	\$62.62
51	1	HON	HTLC48168 Preside 168W x 48D Rectangular Shaped Laminate Top  .G 2MM/Flat - PINC Pinnacle .G2 Cut Out For Flip Top Port \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$868.50	\$868.50

BI / QUOTE #

BI-379952

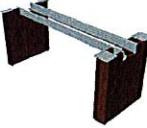
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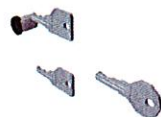
7/15/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
52	1	HON HTLHP168 Preside Laminate Hollow Panel Base For 168" W Table Tops  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle .PINC Pinnacle	\$1,544.18	\$1,544.18
53	1	HON HTPLATEVHAU Preside Extron Plate (Dbl Space)-VGA VGA HDMI Audio 	\$226.19	\$226.19
54	0	SUBTOTAL 160 CONFERENCE ROOM	\$0.00	\$9,282.73
55	1	HON H10502 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$381.92	\$381.92
56	1	HON H10504 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$381.92	\$381.92
57	1	HON H105324G 10500 Series 60Wx14-5/8Dx37-1/8H Stack-on Stg-Frosted Dr  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle PINC Pinnacle	\$883.74	\$883.74
58	1	HON H105684 10500 Series Return Shell 29-1/2H x 60W x 24D  \$(L1STD) Grd L1 Standard Laminates .LOFT Loft PINC Pinnacle	\$355.14	\$355.14

BI / QUOTE #		DATE		CONTRACT #		SALESPERSON		
BI-379952		7/15/2026				Connie Roach		
Line #	Qty.	Part Number & Description				Sell \$	Ext Sell \$	
59	1	HON	H105854				\$119.07	\$119.07
			10500 Series Back enclosure for 60"W Stack on Storage					
			\$(L1STD)	Grd L1 Standard Laminates				
			.PINC	Pinnacle				
								
60	1	HON	H10592				\$425.18	\$425.18
			10500 Series Desk Shell 72W x 30D x 29-1/2H					
			\$(L1STD)	Grd L1 Standard Laminates				
			.LOFT	Loft				
			PINC	Pinnacle				
								
61	1	HON	H90054				\$153.26	\$153.26
			10500 Series Tckbd for 60"W Stack on Strg Bck Enclosure					
			\$(A)	Grd A Fab				
			.REF	Reflections				
			24	Stainless				
								
62	1	HON	HF22				\$15.35	\$15.35
			Master Key (One Key)					
63	2	HON	HF23B				\$20.60	\$41.20
			Black Removable Lock Core Kit					
			.X101E	101E				
								
64	1	HON	HLINEARC2				\$36.26	\$36.26
			Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack					
								
65	1	HON	HLINEARC3				\$39.96	\$39.96
			Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack					
								

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Line #	Qty		Part Number & Description	Sell \$	Ext Sell \$
66	1	HON	HNL1530BK5 30x14-1/4x65 Bookcase 5-shelf  .G Smooth Flat .PINC Pinnacle \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$506.76	\$506.76
67	1	HON	HH870924 Tasklight 24W 	\$100.43	\$100.43
68	6	HON	HIGS6 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking  .F Fixed .S All Surface Caster .IM 4-Way Black \$(9) Grade 9 Uph .SMOMYNP Yarnplay CV 70 Nettle .T Black	\$372.04	\$2,232.24
69	1	HON	HIWMM Ignition 2 Task Mid-back  .Y1 Synchro-Tilt W Seat Slider .A Height and Width Adj. Arm .S Black All-Surface Caster .IM 4-Way Black \$(2) Grade 2 Uph .VP Whisper Vinyl 100 Fog .BL Black Adjustable Lumbar .SB Standard Base .T Black	\$404.58	\$404.58
70	1	HON	HTLD42 Preside 42"Round Shaped Laminate Top  .G 2MM/Flat .LOFT Loft .N No Grommets \$(L1STD) Grd L1 Standard Laminates .LOFT Loft	\$261.62	\$261.62

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Line #	Qty		Part Number & Description	Sell \$	Ext Sell \$
71	1	HON	HTXLEG Preside Aluminum X-Leg  \$(P1) P1 Paint Opts .P Black	\$275.63	\$275.63
72	0		SUBTOTAL 161 MNGR OFFICE	\$0.00	\$6,614.26
73	1	HON	H10502 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$381.92	\$381.92
74	1	HON	H10504 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$381.92	\$381.92
75	1	HON	H105324G 10500 Series 60Wx14-5/8Dx37-1/8H Stack-on Stg-Frosted Dr  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle PINC Pinnacle	\$883.74	\$883.74
76	1	HON	H105684 10500 Series Return Shell 29-1/2H x 60W x 24D  \$(L1STD) Grd L1 Standard Laminates .LOFT Loft PINC Pinnacle	\$355.14	\$355.14
77	1	HON	H105854 10500 Series Back enclosure for 60"W Stack on Storage  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$119.07	\$119.07

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Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
78	1	HON H10592 10500 Series Desk Shell 72W x 30D x 29-1/2H  \$(L1STD) Grd L1 Standard Laminates .LOFT Loft PINC Pinnacle	\$425.18	\$425.18
79	1	HON H90054 10500 Series Tckbd for 60"W Stack on Strg Bck Enclosure  \$(A) Grd A Fab .REF Reflections 24 Stainless	\$153.26	\$153.26
80	2	HON HF23B Black Removable Lock Core Kit  .X102E 102E	\$20.60	\$41.20
81	1	HON HLINEARC2 Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack 	\$36.26	\$36.26
82	1	HON HLINEARC3 Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack 	\$39.96	\$39.96
83	1	HON HNL1530BK5 30x14-1/4x65 Bookcase 5-shelf  .G Smooth Flat PINC Pinnacle \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$506.76	\$506.76
84	1	HON HH870924 Tasklight 24W 	\$100.43	\$100.43

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Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
85	2	HON HIGS6 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking  .F .S .IM \$(9) .SMOMYNP 70 .T Fixed All Surface Caster 4-Way Black Grade 9 Uph Yarnplay CV Nettle Black	\$372.04	\$744.08
86	1	HON HIWMM Ignition 2 Task Mid-back  .Y1 .A .S .IM \$(2) .VVP 100 .BL .SB .T Synchro-Tilt W Seat Slider Height and Width Adj. Arm Black All-Surface Caster 4-Way Black Grade 2 Uph Whisper Vinyl Fog Black Adjustable Lumbar Standard Base Black	\$404.58	\$404.58
87	0	SUBTOTAL 163 OFFICE	\$0.00	\$4,573.50
88	1	HON H10502 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D  \$(L1STD) .PINC Grd L1 Standard Laminates Pinnacle	\$381.92	\$381.92
89	1	HON H10503 10500 Series Lateral File Ped 36"W x 20"D x 28"H  \$(L1STD) .PINC Grd L1 Standard Laminates Pinnacle	\$579.68	\$579.68
90	1	HON H105324G 10500 Series 60Wx14-5/8Dx37-1/8H Stack-on Stg-Frosted Dr  \$(L1STD) .PINC PINC Grd L1 Standard Laminates Pinnacle Pinnacle	\$883.74	\$883.74

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Line #	Qty		Part Number & Description	Sell \$	Ext Sell \$
91	1	HON	H105684 10500 Series Return Shell 29-1/2H x 60W x 24D  \$(L1STD) Grd L1 Standard Laminates .LOFT Loft PINC Pinnacle	\$355.14	\$355.14
92	1	HON	H105854 10500 Series Back enclosure for 60"W Stack on Storage  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$119.07	\$119.07
93	1	HON	H10592 10500 Series Desk Shell 72W x 30D x 29-1/2H  \$(L1STD) Grd L1 Standard Laminates .LOFT Loft PINC Pinnacle	\$425.18	\$425.18
94	1	HON	H90054 10500 Series Tckbd for 60"W Stack on Strg Bck Enclosure  \$(A) Grd A Fab .REF Reflections 24 Stainless	\$153.26	\$153.26
95	2	HON	HF23B Black Removable Lock Core Kit  .X103E 103E	\$20.60	\$41.20
96	2	HON	HLINEARC2 Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack 	\$36.26	\$72.52
97	1	HON	HLINEARC3 Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack 	\$39.96	\$39.96

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BI-379952		7/15/2026			Connie Roach	
Line #	Qty.	Part Number & Description			Sell \$	Ext Sell \$
98	1	HON	HNL1530BK5		\$506.76	\$506.76
			30x14-1/4x65 Bookcase 5-shelf			
		.G	Smooth Flat			
		.PINC	Pinnacle			
		\$(L1STD)	Grd L1 Standard Laminates			
		.PINC	Pinnacle			
		\$(L1STD)	Grd L1 Standard Laminates			
		.PINC	Pinnacle			
99	1	HON	HH870924		\$100.43	\$100.43
			Tasklight 24W			
100	2	HON	HIGS6		\$372.04	\$744.08
			Ignition Guest/Multi-Purpose Chair Four-Leg Stacking			
		.F	Fixed			
		.S	All Surface Caster			
		.IM	4-Way Black			
		\$(9)	Grade 9 Uph			
		.SMOMYNP	Yarnplay CV			
		70	Nettle			
		.T	Black			
101	1	HON	HIWMM		\$404.58	\$404.58
			Ignition 2 Task Mid-back			
		.Y1	Synchro-Tilt W Seat Slider			
		.A	Height and Width Adj. Arm			
		.S	Black All-Surface Caster			
		.IM	4-Way Black			
		\$(2)	Grade 2 Uph			
		.WP	Whisper Vinyl			
		100	Fog			
		.BL	Black Adjustable Lumbar			
		.SB	Standard Base			
		.T	Black			
102	0		SUBTOTAL		\$0.00	\$4,807.52
			164 OFFICE			

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BI-379952		7/15/2026				Connie Roach	
Line #	Qty.		Part Number & Description		Sell \$	Ext Sell \$	
103	1	HON	H10502 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D  \$(L1STD) .PINC	Grd L1 Standard Laminates Pinnacle	\$381.92	\$381.92	
104	1	HON	H10504 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D  \$(L1STD) .PINC	Grd L1 Standard Laminates Pinnacle	\$381.92	\$381.92	
105	1	HON	H105324G 10500 Series 60Wx14-5/8Dx37-1/8H Stack-on Stg-Frosted Dr  \$(L1STD) .PINC PINC	Grd L1 Standard Laminates Pinnacle Pinnacle	\$883.74	\$883.74	
106	1	HON	H105684 10500 Series Return Shell 29-1/2H x 60W x 24D  \$(L1STD) .LOFT PINC	Grd L1 Standard Laminates Loft Pinnacle	\$355.14	\$355.14	
107	1	HON	H105854 10500 Series Back enclosure for 60"W Stack on Storage  \$(L1STD) .PINC	Grd L1 Standard Laminates Pinnacle	\$119.07	\$119.07	
108	1	HON	H10592 10500 Series Desk Shell 72W x 30D x 29-1/2H  \$(L1STD) .LOFT PINC	Grd L1 Standard Laminates Loft Pinnacle	\$425.18	\$425.18	
109	1	HON	H90054 10500 Series Tckbd for 60"W Stack on Strg Bck Enclosure  \$(A) .REF 24	Grd A Fab Reflections Stainless	\$153.26	\$153.26	

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BI-379952		7/15/2026				Connie Roach	
Line #	Qty.	Part Number & Description		Sell \$	Ext Sell \$		
110	2	HON	HF23B Black Removable Lock Core Kit  .X104E 104E	\$20.60	\$41.20		
111	1	HON	HLINEARC2 Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack 	\$36.26	\$36.26		
112	1	HON	HLINEARC3 Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack 	\$39.96	\$39.96		
113	1	HON	HNL1530BK5 30x14-1/4x65 Bookcase 5-shelf  .G Smooth Flat .PINC Pinnacle \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$506.76	\$506.76		
114	1	HON	HH870924 Tasklight 24W 	\$100.43	\$100.43		
115	2	HON	HIGS6 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking  .F Fixed .S All Surface Caster .IM 4-Way Black \$(9) Grade 9 Uph .SMOMYNP Yarnplay CV 70 Nettle .T Black	\$372.04	\$744.08		

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Line #	Qty.		Part Number & Description	Sell \$	Ext Sell \$
116	1	HON	HIWMM Ignition 2 Task Mid-back  .Y1 Synchro-Tilt W Seat Slider .A Height and Width Adj. Arm .S Black All-Surface Caster .IM 4-Way Black \$(2) Grade 2 Uph .WP Whisper Vinyl 100 Fog .BL Black Adjustable Lumbar .SB Standard Base .T Black	\$404.58	\$404.58
117	0		SUBTOTAL 165 OFFICE	\$0.00	\$4,573.50
118	1	HON	H10502 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$381.92	\$381.92
119	1	HON	H10504 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$381.92	\$381.92
120	1	HON	H105324G 10500 Series 60Wx14-5/8Dx37-1/8H Stack-on Stg-Frosted Dr  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle PINC Pinnacle	\$883.74	\$883.74
121	1	HON	H105684 10500 Series Return Shell 29-1/2H x 60W x 24D  \$(L1STD) Grd L1 Standard Laminates .LOFT Loft PINC Pinnacle	\$355.14	\$355.14

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BI-379952		7/15/2026				Connie Roach	
Line #	Qty.		Part Number & Description			Sell \$	Ext Sell \$
122	1	HON	H105854 10500 Series Back enclosure for 60"W Stack on Storage			\$119.07	\$119.07
				\$(L1STD) .PINC	Grd L1 Standard Laminates Pinnacle		
123	1	HON	H10592 10500 Series Desk Shell 72W x 30D x 29-1/2H			\$425.18	\$425.18
				\$(L1STD) .LOFT PINC	Grd L1 Standard Laminates Loft Pinnacle		
124	1	HON	H90054 10500 Series Tckbd for 60"W Stack on Strg Bck Enclosure			\$153.26	\$153.26
				\$(A) .REF 24	Grd A Fab Reflections Stainless		
125	2	HON	HF23B Black Removable Lock Core Kit			\$20.60	\$41.20
				.X105E	105E		
126	1	HON	HLINEARC2 Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack			\$36.26	\$36.26
							
127	1	HON	HLINEARC3 Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack			\$39.96	\$39.96
							
128	1	HON	HNL1530BK5 30x14-1/4x65 Bookcase 5-shelf			\$506.76	\$506.76
				.G PINC \$(L1STD) .PINC \$(L1STD) .PINC	Smooth Flat Pinnacle Grd L1 Standard Laminates Pinnacle Grd L1 Standard Laminates Pinnacle		

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BI-379952		7/15/2026				Connie Roach	
Line #	Qty		Part Number & Description		Sell \$	Ext Sell \$	
129	1	HON	HH870924 Tasklight 24W		\$100.43	\$100.43	
130	2	HON	HIGS6 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking		\$372.04	\$744.08	
			.F Fixed				
			.S All Surface Caster				
			.IM 4-Way Black				
			\$(9) Grade 9 Uph				
			.SMOMYNP Yarnplay CV				
			70 Nettle				
			.T Black				
131	1	HON	HIWMM Ignition 2 Task Mid-back		\$404.58	\$404.58	
			.Y1 Synchro-Tilt W Seat Slider				
			.A Height and Width Adj. Arm				
			.S Black All-Surface Caster				
			.IM 4-Way Black				
			\$(2) Grade 2 Uph				
			.WP Whisper Vinyl				
			100 Fog				
			.BL Black Adjustable Lumbar				
			.SB Standard Base				
			.T Black				
132	0		SUBTOTAL		\$0.00	\$4,573.50	
			166 OFFICE				
133	1	HON	H10502 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D		\$381.92	\$381.92	
			\$(L1STD) Grd L1 Standard Laminates				
			.PINC Pinnacle				
134	1	HON	H10503 10500 Series Lateral File Ped 36"W x 20"D x 28"H		\$579.68	\$579.68	
			\$(L1STD) Grd L1 Standard Laminates				
			.PINC Pinnacle				

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BI-379952		7/15/2026				Connie Roach	
Line #	Qty.		Part Number & Description		Sell \$	Ext Sell \$	
135	1	HON	H105324G 10500 Series 60Wx14-5/8Dx37-1/8H Stack-on Stg-Frosted Dr		\$883.74	\$883.74	
			 \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle PINC Pinnacle				
136	1	HON	H105684 10500 Series Return Shell 29-1/2H x 60W x 24D		\$355.14	\$355.14	
			 \$(L1STD) Grd L1 Standard Laminates .LOFT Loft PINC Pinnacle				
137	1	HON	H105854 10500 Series Back enclosure for 60"W Stack on Storage		\$119.07	\$119.07	
			 \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle				
138	1	HON	H10592 10500 Series Desk Shell 72W x 30D x 29-1/2H		\$425.18	\$425.18	
			 \$(L1STD) Grd L1 Standard Laminates .LOFT Loft PINC Pinnacle				
139	1	HON	H90054 10500 Series Tckbd for 60"W Stack on Strg Bck Enclosure		\$153.26	\$153.26	
			 \$(A) Grd A Fab .REF Reflections 24 Stainless				
140	2	HON	HF23B Black Removable Lock Core Kit		\$20.60	\$41.20	
			 .X106E 106E				
141	2	HON	HLINEARC2 Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack		\$36.26	\$72.52	
							

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Line #	Qty.		Part Number & Description		Sell \$	Ext Sell \$	
142	1	HON	HLINEARC3 Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack 		\$39.96	\$39.96	
143	1	HON	HH870924 Tasklight 24W 		\$100.43	\$100.43	
144	2	HON	HIGS6 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking  .F Fixed .S All Surface Caster .IM 4-Way Black \$(9) Grade 9 Uph .SMOMYNP Yarnplay CV 70 Nettle .T Black		\$372.04	\$744.08	
145	1	HON	HIWMM Ignition 2 Task Mid-back  .Y1 Synchro-Tilt W Seat Slider .A Height and Width Adj. Arm .S Black All-Surface Caster .IM 4-Way Black \$(2) Grade 2 Uph .WP Whisper Vinyl 100 Fog .BL Black Adjustable Lumbar .SB Standard Base .T Black		\$404.58	\$404.58	
146	0		SUBTOTAL 137 OFFICE		\$0.00	\$4,300.76	
147	1	HON	HMS1 Motivate High Density Stacker-Sled Base-Set/4  .N No Arm .ON Onyx .PR8 Silver Texture		\$491.10	\$491.10	

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Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
148	1	HON HCT29SX Arrange Seated Height X-base for 24-30" Srfc  \$(P1) P1 Paint Opts .CBK Charblack	\$295.82	\$295.82
149	1	HON HCTRND30 Arrange Table 30" Round Top  .N No Grommet \$(L1STD) Grd L1 Standard Laminates .LOFT Loft .LOFT Loft	\$210.53	\$210.53
150	0	SUBTOTAL 168 BREAK ROOM	\$0.00	\$997.45
151	1	HON H10502 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$381.92	\$381.92
152	1	HON H10504 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$381.92	\$381.92
153	1	HON H105324G 10500 Series 60Wx14-5/8Dx37-1/8H Stack-on Stg-Frosted Dr  \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle PINC Pinnacle	\$883.74	\$883.74
154	1	HON H105684 10500 Series Return Shell 29-1/2H x 60W x 24D  \$(L1STD) Grd L1 Standard Laminates .LOFT Loft PINC Pinnacle	\$355.14	\$355.14

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Line #	Qty.		Part Number & Description	Sell \$	Ext Sell \$
155	1	HON	H105854 10500 Series Back enclosure for 60"W Stack on Storage  \$(L1STD) .PINC Grd L1 Standard Laminates Pinnacle	\$119.07	\$119.07
156	1	HON	H10592 10500 Series Desk Shell 72W x 30D x 29-1/2H  \$(L1STD) .LOFT Grd L1 Standard Laminates PINC Loft Pinnacle	\$425.18	\$425.18
157	1	HON	H90054 10500 Series Tckbd for 60"W Stack on Strg Bck Enclosure  \$(A) .REF Grd A Fab 24 Reflections Stainless	\$153.26	\$153.26
158	2	HON	HF23B Black Removable Lock Core Kit  .X107E 107E	\$20.60	\$41.20
159	1	HON	HLINEARC2 Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack 	\$36.26	\$36.26
160	1	HON	HLINEARC3 Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack 	\$39.96	\$39.96
161	1	HON	HNL1530BK5 30x14-1/4x65 Bookcase 5-shelf  .G Smooth Flat PINC Pinnacle \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle	\$506.76	\$506.76

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BI-379952		7/15/2026				Connie Roach	
Line #	Qty.		Part Number & Description		Sell \$	Ext Sell \$	
162	1	HON	HH870924 Tasklight 24W		\$100.43	\$100.43	
163	2	HON	HIGS6 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking		\$372.04	\$744.08	
			.F Fixed				
			.S All Surface Caster				
			.IM 4-Way Black				
			\$(9) Grade 9 Uph				
			.SMOMYNP Yarnplay CV				
			70 Nettle				
			.T Black				
164	1	HON	HIWMM Ignition 2 Task Mid-back		\$404.58	\$404.58	
			.Y1 Synchro-Tilt W Seat Slider				
			.A Height and Width Adj. Arm				
			.S Black All-Surface Caster				
			.IM 4-Way Black				
			\$(2) Grade 2 Uph				
			.VP Whisper Vinyl				
			100 Fog				
			.BL Black Adjustable Lumbar				
			.SB Standard Base				
			.T Black				
165	0		SUBTOTAL		\$0.00	\$4,573.50	
			169 OFFICE				
166	1	HON	H10502 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D		\$381.92	\$381.92	
			\$(L1STD) Grd L1 Standard Laminates				
			.PINC Pinnacle				
167	1	HON	H10504 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D		\$381.92	\$381.92	
			\$(L1STD) Grd L1 Standard Laminates				
			.PINC Pinnacle				

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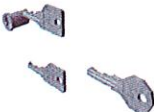
Connie Roach

Line #	Qty.		Part Number & Description	Sell \$	Ext Sell \$
168	1	HON	H105324G 10500 Series 60Wx14-5/8Dx37-1/8H Stack-on Stg-Frosted Dr  \$(L1STD) .PINC PINCGrd L1 Standard Laminates Pinnacle Pinnacle	\$883.74	\$883.74
169	1	HON	H105684 10500 Series Return Shell 29-1/2H x 60W x 24D  \$(L1STD) .LOFT PINCGrd L1 Standard Laminates Loft Pinnacle	\$355.14	\$355.14
170	1	HON	H105854 10500 Series Back enclosure for 60"W Stack on Storage  \$(L1STD) .PINCGrd L1 Standard Laminates Pinnacle	\$119.07	\$119.07
171	1	HON	H10592 10500 Series Desk Shell 72W x 30D x 29-1/2H  \$(L1STD) .LOFT PINCGrd L1 Standard Laminates Loft Pinnacle	\$425.18	\$425.18
172	1	HON	H90054 10500 Series Tckbd for 60"W Stack on Strg Bck Enclosure  \$(A) .REF 24Grd A Fab Reflections Stainless	\$153.26	\$153.26
173	2	HON	HF23B Black Removable Lock Core Kit  .X108E 108E	\$20.60	\$41.20
174	1	HON	HLINEARC2 Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack 	\$36.26	\$36.26

BI / QUOTE #		DATE		CONTRACT #		SALESPERSON	
BI-379952		7/15/2026				Connie Roach	
Line #	Qty.		Part Number & Description		Sell \$	Ext Sell \$	
175	1	HON	HLINEARC3 Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack 		\$39.96	\$39.96	
176	1	HON	HNL1530BK5 30x14-1/4x65 Bookcase 5-shelf  .G Smooth Flat .PINC Pinnacle \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle \$(L1STD) Grd L1 Standard Laminates .PINC Pinnacle		\$506.76	\$506.76	
177	1	HON	HH870924 Tasklight 24W 		\$100.43	\$100.43	
178	2	HON	HIGS6 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking  .F Fixed .S All Surface Caster .IM 4-Way Black \$(9) Grade 9 Uph .SMOMYNP Yarnplay CV 70 Nettle .T Black		\$372.04	\$744.08	
179	1	HON	HIWMM Ignition 2 Task Mid-back  .Y1 Synchro-Tilt W Seat Slider .A Height and Width Adj. Arm .S Black All-Surface Caster .IM 4-Way Black \$(2) Grade 2 Uph .WP Whisper Vinyl 100 Fog .BL Black Adjustable Lumbar .SB Standard Base .T Black		\$404.58	\$404.58	

BI / QUOTE #		DATE		CONTRACT #		SALESPERSON	
BI-379952		7/15/2026				Connie Roach	
Line #	Qty.	Part Number & Description			Sell \$	Ext Sell \$	
180	0	SUBTOTAL			\$0.00	\$4,573.50	
		170 OFFICE					
181	2	HON	H684		\$728.72	\$1,457.44	
			Brigade 600 Series Lateral File 36W 4-Drawer				
			.L	Standard Random Key Lock			
			\$(P1)	P1 Paint Opts			
			.LOFT	Loft			
182	1	HON	HCT36MT		\$463.91	\$463.91	
			Arrange Cnter Hght T-legs for 30D Srfc - 2 bases				
			\$(P1)	P1 Paint Opts			
			.CBK	Charblack			
183	1	HON	HCTRECT3072		\$284.28	\$284.28	
			Arrange Table 30" x 72" Rectangle Top				
			.N	No Grommet			
			\$(L1STD)	Grd L1 Standard Laminates			
			.PINC	Pinnacle			
			.PINC	Pinnacle			
184	0	SUBTOTAL			\$0.00	\$2,205.63	
		176 WORKROOM					
185	2	HON	HIWMM		\$404.58	\$809.16	
			Ignition 2 Task Mid-back				
			.Y1	Synchro-Tilt W Seat Slider			
			.A	Height and Width Adj. Arm			
			.S	Black All-Surface Caster			
			.IM	4-Way Black			
			\$(2)	Grade 2 Uph			
			.WP	Whisper Vinyl			
			100	Fog			
			.BL	Black Adjustable Lumbar			
			.SB	Standard Base			
			.T	Black			

BI / QUOTE #		DATE		CONTRACT #		SALESPERSON	
BI-379952		7/15/2026				Connie Roach	
Line #	Qty.	Part Number & Description				Sell \$	Ext Sell \$
186	0	SUBTOTAL				\$0.00	\$809.16
		177 RECEPTION					
187	1	HON	H10502			\$381.92	\$381.92
			10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D				
			\$(L1STD) .PINC	Grd L1 Standard Laminates Pinnacle			
188	1	HON	H10504			\$381.92	\$381.92
			10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D				
			\$(L1STD) .PINC	Grd L1 Standard Laminates Pinnacle			
189	1	HON	H10561			\$292.11	\$292.11
			10500 Series Return Shell 29-1/2H x 48W x 24D				
			\$(L1STD) .LOFT PINC	Grd L1 Standard Laminates Loft Pinnacle			
190	1	HON	H10592			\$425.18	\$425.18
			10500 Series Desk Shell 72W x 30D x 29-1/2H				
			\$(L1STD) .LOFT PINC	Grd L1 Standard Laminates Loft Pinnacle			
191	1	HON	HF22			\$15.35	\$15.35
		Master Key (One Key)					
192	2	HON	HF23B			\$20.60	\$41.20
			Black Removable Lock Core Kit				
			.X109E	109E			

BI / QUOTE #		DATE		CONTRACT #		SALESPERSON		
BI-379952		7/15/2026				Connie Roach		
Line #	Qty.	Part Number & Description				Sell \$	Ext Sell \$	
193	1	HON	HLINEARC2				\$36.26	\$36.26
			Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack					
								
194	1	HON	HLINEARC3				\$39.96	\$39.96
			Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack					
								
195	1	HON	HF23C				\$23.87	\$23.87
			Lock Core Replacement Kit Brushed Chrome					
			.X110E 110E					
								
196	1	HON	HF23C				\$23.87	\$23.87
			Lock Core Replacement Kit Brushed Chrome					
			.X111E 111E					
								
197	1	HON	HF23C				\$23.87	\$23.87
			Lock Core Replacement Kit Brushed Chrome					
			.X112E 112E					
								
198	1	HON	HF23C				\$23.87	\$23.87
			Lock Core Replacement Kit Brushed Chrome					
			.X113E 113E					
								
199	1	HON	HF23C				\$23.87	\$23.87
			Lock Core Replacement Kit Brushed Chrome					
			.X114E 114E					
								

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Line #	Qty.		Part Number & Description		Sell \$	Ext Sell \$
200	1	HON	HF23C		\$23.87	\$23.87
			Lock Core Replacement Kit	Brushed Chrome		
			.X115E	115E		
						
201	1	HON	HF23C		\$23.87	\$23.87
			Lock Core Replacement Kit	Brushed Chrome		
			.X116E	116E		
						
202	1	HON	HF23C		\$23.87	\$23.87
			Lock Core Replacement Kit	Brushed Chrome		
			.X117E	117E		
						
203	1	HON	HF23C		\$23.87	\$23.87
			Lock Core Replacement Kit	Brushed Chrome		
			.X118E	118E		
						
204	1	HON	HF23C		\$23.87	\$23.87
			Lock Core Replacement Kit	Brushed Chrome		
			.X119E	119E		
						
205	1	HON	HF23C		\$23.87	\$23.87
			Lock Core Replacement Kit	Brushed Chrome		
			.X120E	120E		
						
206	1	HON	HF23C		\$23.87	\$23.87
			Lock Core Replacement Kit	Brushed Chrome		
			.X121E	121E		
						

BI / QUOTE #		DATE		CONTRACT #		SALESPERSON	
BI-379952		7/15/2026				Connie Roach	
Line #	Qty.		Part Number & Description		Sell \$	Ext Sell \$	
207	6	HON	HSDLP651218RM		\$606.30	\$3,637.80	
			Contain 65Hx12Wx18D DblLckr Plinth MtlFronts 2 Dr				
			.BX	Recessed Plinth			
			.S	Square			
			PR6	Silver			
			\$(P1)	P1 Paint Opts			
			.LOFT	Loft			
			\$(MATCH)	Match Case			
			.NA	Match Case			
			.X	Omit			
							
208	2	HON	HIGS6		\$372.04	\$744.08	
			Ignition Guest/Multi-Purpose Chair Four-Leg Stacking				
			.F	Fixed			
			.S	All Surface Caster			
			.IM	4-Way Black			
			\$(9)	Grade 9 Uph			
			.SMOMYNP	Yarnplay CV			
			70	Nettle			
			.T	Black			
							
209	1	HON	HIWMM		\$404.58	\$404.58	
			Ignition 2 Task Mid-back				
			.Y1	Synchro-Tilt W Seat Slider			
			.A	Height and Width Adj. Arm			
			.S	Black All-Surface Caster			
			.IM	4-Way Black			
			\$(2)	Grade 2 Uph			
			.VVP	Whisper Vinyl			
			100	Fog			
			.BL	Black Adjustable Lumbar			
			.SB	Standard Base			
			.T	Black			
							
210	0		SUBTOTAL		\$0.00	\$6,686.80	
			COACH'S OFFICE				
211	1		CONTRACT		\$0.00	\$0.00	
			HON STATE OF GEORGIA # 99999-001-SPD0000198-0019				

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7/15/2026

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Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
212	1	LABOR INSTALL IS ON ANCILLARY QUOTE	\$0.00	\$0.00

Grand Total Sell: \$194,450.98

----- Special Instructions -----

Return Policy: Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.
Applicable Sales Tax will be added at time of invoicing.

----- Additional Instructions -----

*Signature indicates acceptance of above quotation as well as the review and agreement to terms and conditions included with this quotation.

Accepted by

Title

Date

PO Number

Grand Total Sell: \$194,450.98

BI / QUOTE #

BI-379952

DATE

7/15/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty	Part Number & Description	Sell \$	Ext Sell \$
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FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

1) PRICES OF PRODUCTS AND SERVICES. Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

2) TERM. Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

3) DESIGN. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

4) SHIPPING. Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

5) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

6) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:

A. Installation Site Condition - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

B. Installation Site Services - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

C. Special Packaging or Handling - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

D. Delivery/Installation - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

E. Storage Space - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

7) INSTALLATION DELAYS. If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

8) COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

9) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

10) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

11) PAYMENT. Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice

Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

12) TAXES. Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any

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7/15/2026

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Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
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such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

13) LIMITED WARRANTY. Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

14) LIMITATION OF LIABILITY. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

15) CONFIDENTIALITY. The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

16) Press Releases and Advertisements. Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

17) SECURITY INTEREST. Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

18) INDEMNIFICATION. Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

19) FORCE MAJEURE. Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

20) ASSIGNMENT. Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

21) INSURANCE. Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

22) Governing Law. The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.



Connie Roach

Bozeman MT 59715
 Phone: 336-848-6971
 Connie.Roach@staples.com

QUOTATION

BI-407306

SOLD TO:

Fayette County Government

SHIP TO:

Multi Use Building

Fayetteville GA 30276

Project: Ancillary Items

BI / QUOTE #		DATE	CONTRACT #	SALESPERSON	
BI-407306		7/14/2026		Connie Roach	
Line #	Qty	Part Number & Description		Sell \$	Ext Sell \$
1	24	708416BK GLOBAL INDUSTRIAL RECTRACTABLE BELT BARRIER, 40" BLACK POST, 10" BELT		\$147.27	\$3,534.48
2	0	SUBTOTAL 101 LOBBY		\$0.00	\$3,534.48
3	3	24557782 STAPLES ALPINE INUSTRIES STAINLESS STELL TRASH & RECYCLING CANS WITH OPEN LID, 34 GALLON (SET OF 2)		\$750.79	\$2,252.37
4	0	SUBTOTAL 120 COMMUNITY ROOM		\$0.00	\$2,252.37

BI / QUOTE #		DATE	CONTRACT #	SALESPERSON	
BI-407306		7/14/2026		Connie Roach	
Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$	
5	1	24557782 STAPLES ALPINE INDUSTRIES STAINLESS STEEL TRASH & RECYCLING CANS WITH OPEN LID, 34 GALLON (SET OF 2)	\$750.79	\$750.79	
6	0	SUBTOTAL 121 MEETING ROOM	\$0.00	\$750.79	
7	1	24557782 STAPLES ALPINE INDUSTRIES STAINLESS STEEL TRASH & RECYCLING CANS WITH OPEN LID, 34 GALLON (SET OF 2)	\$750.79	\$750.79	
8	1	TR61197P-CC STAPLES TRU RED GLASSBOARD - 6'W X4'H MAGNETIC, WHITE	\$493.32	\$493.32	
9	0	SUBTOTAL 131 ACTIVITY ROOM	\$0.00	\$1,244.11	
10	1	24557782 STAPLES ALPINE INDUSTRIES STAINLESS STEEL TRASH & RECYCLING CANS WITH OPEN LID, 34 GALLON (SET OF 2)	\$750.79	\$750.79	
11	1	TR61197P-CC STAPLES TRU RED GLASSBOARD - 6'W X4'H MAGNETIC, WHITE	\$493.32	\$493.32	

BI / QUOTE #		DATE	CONTRACT #	SALESPERSON	
BI-407306		7/14/2026		Connie Roach	
Line #	Qty	Part Number & Description	Sell \$	Ext Sell \$	
12	0	SUBTOTAL 133 ACTIVITY ROOM	\$0.00	\$1,244.11	
13	1	24557782 STAPLES ALPINE INDUSTRIES STAINLESS STEEL TRASH & RECYCLING CANS WITH OPEN LID, 34 GALLON (SET OF 2)	\$750.79	\$750.79	
14	1	TR61197P-CC STAPLES TRU RED GLASSBOARD - 6'W X4'H MAGNETIC, WHITE	\$493.32	\$493.32	
15	0	SUBTOTAL 135 ACTIVITY ROOM	\$0.00	\$1,244.11	
16	1	24557782 STAPLES ALPINE INDUSTRIES STAINLESS STEEL TRASH & RECYCLING CANS WITH OPEN LID, 34 GALLON (SET OF 2)	\$750.79	\$750.79	
17	1	TR61197P-CC STAPLES TRU RED GLASSBOARD - 6'W X4'H MAGNETIC, WHITE	\$493.32	\$493.32	
18	0	SUBTOTAL 137 ACTIVITY ROOM	\$0.00	\$1,244.11	

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Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
19	9	B846301 GLOBAL INDUSTRIAL - TRI-BORO SHELVING 36"W X 18"D X 73"H 5-SHELF; 1200 LB CAPACITY - STARTER UNIT - DARK GRAY	\$341.28	\$3,071.52
20	21	B848255 GLOBAL INDUSTRIAL - TRIO-BORO SHELVING 36"W X 18"D X 73"H 5-SHELF; 1200 LB CAPACITY - ADD-ON UNIT - DARK GRAY	\$315.68	\$6,629.28
21	0	SUBTOTAL 139 STORAGE	\$0.00	\$9,700.80
22	1	CW56428 STAPLES COASTLINE TRASH CAN - 3.5 GALLON	\$22.92	\$22.92
23	1	TR61197P-CC STAPLES TRU RED GLASSBOARD - 6"W X4'H MAGNETIC, WHITE	\$493.32	\$493.32
24	0	SUBTOTAL 160 CONFERENCE ROOM	\$0.00	\$516.24
25	1	24494779 STAPLES MIND READER HARD FLOOR CHAIR MAT, 35" X 47", CLEAR	\$60.25	\$60.25

BI / QUOTE #		DATE	CONTRACT #	SALESPERSON	
BI-407306		7/14/2026		Connie Roach	
Line #	Qty.	Part Number & Description		Sell \$	Ext Sell \$
26	1	24534075 STAPLES TRUE RED MAGNETIC GLASS BOARD - 3' X 4', WHITE		\$213.32	\$213.32
27	1	CW56428 STAPLES COASTLINE TRASH CAN - 3.5 GALLON		\$22.92	\$22.92
28	1	W001693183 WAYFAIR METAL COAT HOOK - SATIN NICKEL		\$11.45	\$11.45
29	0	SUBTOTAL 161 MGR PFFOCE		\$0.00	\$307.94
30	1	24494779 STAPLES MIND READER HARD FLOOR CHAIR MAT, 35" X 47", CLEAR		\$60.25	\$60.25
31	1	24534075 STAPLES TRUE RED MAGNETIC GLASS BOARD - 3' X 4', WHITE		\$213.32	\$213.32
32	1	CW56428 STAPLES COASTLINE TRASH CAN - 3.5 GALLON		\$22.92	\$22.92

BI / QUOTE #

BI-407306

DATE

7/14/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
33	1	W001694183 WAYFAIR METAL COAT HOOK - SATIN NICKEL	\$11.45	\$11.45
34	0	SUBTOTAL 163 OFFICE	\$0.00	\$307.94
35	1	24494779 STAPLES MIND READER HARD FLOOR CHAIR MAT, 35" X 47", CLEAR	\$60.25	\$60.25
36	1	24534075 STAPLES TRUE RED MAGNETIC GLASS BOARD - 3' X 4', WHITE	\$213.32	\$213.32
37	1	CW56428 STAPLES COASTLINE TRASH CAN - 3.5 GALLON	\$22.92	\$22.92
38	1	W001694183 WAYFAIR METAL COAT HOOK - SATIN NICKEL	\$11.45	\$11.45
39	0	SUBTOTAL 164 OFFICE	\$0.00	\$307.94

BI / QUOTE #

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7/14/2026

CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty	Part Number & Description	Sell \$	Ext Sell \$
40	1	24494779 STAPLES MIND READER HARD FLOOR CHAIR MAT, 35" X 47", CLEAR	\$60.25	\$60.25
41	1	24534075 STAPLES TRUE RED MAGNETIC GLASS BOARD - 3' X 4', WHITE	\$213.32	\$213.32
42	1	CW56428 STAPLES COASTLINE TRASH CAN - 3.5 GALLON	\$22.92	\$22.92
43	1	W001694183 WAYFAIR METAL COAT HOOK - SATIN NICKEL	\$11.45	\$11.45
44	0	SUBTOTAL 165 OFFICE	\$0.00	\$307.94
45	1	24494779 STAPLES MIND READER HARD FLOOR CHAIR MAT, 35" X 47", CLEAR	\$60.25	\$60.25
46	1	24534075 STAPLES TRUE RED MAGNETIC GLASS BOARD - 3' X 4', WHITE	\$213.32	\$213.32

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SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
47	1	CW56428 STAPLES COASTLINE TRASH CAN - 3.5 GALLON	\$22.92	\$22.92
48	1	W001694183 WAYFAIR METAL COAT HOOK - SATIN NICKEL	\$11.45	\$11.45
49	0	SUBTOTAL 166 OFFICE	\$0.00	\$307.94
50	1	24494779 STAPLES MIND READER HARD FLOOR CHAIR MAT, 35" X 47", CLEAR	\$60.25	\$60.25
51	1	24534075 STAPLES TRUE RED MAGNETIC GLASS BOARD - 3' X 4', WHITE	\$213.32	\$213.32
52	1	CW56428 STAPLES COASTLINE TRASH CAN - 3.5 GALLON	\$22.92	\$22.92
53	1	W001694183 WAYFAIR METAL COAT HOOK - SATIN NICKEL	\$11.45	\$11.45

BI / QUOTE #		DATE	CONTRACT #	SALESPERSON	
BI-407306		7/14/2026		Connie Roach	
Line #	Qty.	Part Number & Description		Sell \$	Ext Sell \$
54	0	SUBTOTAL 167 OFFICE		\$0.00	\$307.94
55	1	24494779 STAPLES MIND READER HARD FLOOR CHAIR MAT, 35" X 47", CLEAR		\$60.25	\$60.25
56	1	24534075 STAPLES TRUE RED MAGNETIC GLASS BOARD - 3' X 4', WHITE		\$213.32	\$213.32
57	1	CW56428 STAPLES COASTLINE TRASH CAN - 3.5 GALLON		\$22.92	\$22.92
58	1	W001694183 WAYFAIR METAL COAT HOOK - SATIN NICKEL		\$11.45	\$11.45
59	0	SUBTOTAL 169 OFFICE		\$0.00	\$307.94
60	1	24494779 STAPLES MIND READER HARD FLOOR CHAIR MAT, 35" X 47", CLEAR		\$60.25	\$60.25

BI / QUOTE #		DATE	CONTRACT #	SALESPERSON	
BI-407306		7/14/2026		Connie Roach	
Line #	Qty	Part Number & Description	Sell \$	Ext Sell \$	
61	1	24534075 STAPLES TRUE RED MAGNETIC GLASS BOARD - 3' X 4', WHITE	\$213.32	\$213.32	
62	1	CW56428 STAPLES COASTLINE TRASH CAN - 3.5 GALLON	\$22.92	\$22.92	
63	1	W001694183 WAYFAIR METAL COAT HOOK - SATIN NICKEL	\$11.45	\$11.45	
64	0	SUBTOTAL 170 OFFICE	\$0.00	\$307.94	
65	3	B846301 GLOBAL INDUSTRIAL - TRI-BORO SHELVING 36"W X 18"D X 73"H 5-SHELF; 1200 LB CAPACITY - STARTER UNIT - DARK GRAY	\$341.28	\$1,023.84	
66	4	B848255 GLOBAL INDUSTRIAL - TRIO-BORO SHELVING 36"W X 18"D X 73"H 5-SHELF; 1200 LB CAPACITY - ADD-ON UNIT - DARK GRAY	\$315.68	\$1,262.72	
67	0	SUBTOTAL 173 STORAGE ROOM	\$0.00	\$2,286.56	

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7/14/2026

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SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
68	3	B846301 GLOBAL INDUSTRIAL - TRI-BORO SHELVING 36"W X 18"D X 73"H 5-SHELF; 1200 LB CAPACITY - STARTER UNIT - DARK GRAY	\$341.28	\$1,023.84
69	2	B848255 GLOBAL INDUSTRIAL - TRIO-BORO SHELVING 36"W X 18"D X 73"H 5-SHELF; 1200 LB CAPACITY - ADD-ON UNIT - DARK GRAY	\$315.68	\$631.36
70	0	SUBTOTAL 174 STORAGE ROOM	\$0.00	\$1,655.20
71	1	24557782 STAPLES ALPINE INDUSTRIES STAINLESS STEEL TRASH & RECYCLING CANS WITH OPEN LID, 34 GALLON (SET OF 2)	\$750.79	\$750.79
72	0	SUBTOTAL 176 WORKROOM	\$0.00	\$750.79
73	1	24494779 STAPLES MIND READER HARD FLOOR CHAIR MAT, 35" X 47", CLEAR	\$60.25	\$60.25
74	1	24534075 STAPLES TRUE RED MAGNETIC GLASS BOARD - 3' X 4', WHITE	\$213.32	\$213.32

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SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
75	1	CW56428 STAPLES COASTLINE TRASH CAN - 3.5 GALLON	\$22.92	\$22.92
76	1	W001694183 WAYFAIR METAL COAT HOOK - SATIN NICKEL	\$11.45	\$11.45
77	0	SUBTOTAL COACH'S OFFICE	\$0.00	\$307.94
78	3	B846301 GLOBAL INDUSTRIAL - TRI-BORO SHELVING 36"W X 18"D X 73"H 5-SHELF; 1200 LB CAPACITY - STARTER UNIT - DARK GRAY	\$341.28	\$1,023.84
79	10	B848255 GLOBAL INDUSTRIAL - TRIO-BORO SHELVING 36"W X 18"D X 73"H 5-SHELF; 1200 LB CAPACITY - ADD-ON UNIT - DARK GRAY	\$315.68	\$3,156.80
80	0	SUBTOTAL COACH'S STORAGE ROOM	\$0.00	\$4,180.64
81	1	FREIGHT GLOBAL INDUSTRIAL FREIGHT	\$1,700.00	\$1,700.00

BI / QUOTE #		DATE	CONTRACT #	SALESPERSON	
BI-407306		7/14/2026		Connie Roach	
Line #	Qty.	Part Number & Description		Sell \$	Ext Sell \$
82	0	SUBTOTAL XFREIGHT		\$0.00	\$1,700.00
83	1	CONTRACT HON STATE OF GEORGIA #99999-001 - SPD0000198-0012		\$0.00	\$0.00
84	0	SUBTOTAL Y CONTRACT		\$0.00	\$0.00
85	1	LABOR RECEIVE, DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS		\$35,800.00	\$35,800.00
86	0	SUBTOTAL ZLABOR		\$0.00	\$35,800.00

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CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
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Grand Total Sell: \$70,875.77

----- Special Instructions -----

Return Policy: Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.
Applicable Sales Tax will be added at time of invoicing.

----- Additional Instructions -----

*Signature indicates acceptance of above quotation as well as the review and agreement to terms and conditions included with this quotation.

Accepted by

Title

Date

PO Number

Grand Total Sell: \$70,875.77

BI / QUOTE #

BI-407306

DATE

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CONTRACT #

SALESPERSON

Connie Roach

Line #	Qty.	Part Number & Description	Sell \$	Ext Sell \$
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FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

1) PRICES OF PRODUCTS AND SERVICES. Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

2) TERM. Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

3) DESIGN. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

4) SHIPPING. Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

5) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

6) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:

A. Installation Site Condition - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

B. Installation Site Services - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

C. Special Packaging or Handling - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

D. Delivery/Installation - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

E. Storage Space - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

7) INSTALLATION DELAYS. If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

8) COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

9) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

10) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

11) PAYMENT. Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice

Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

12) TAXES. Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any

Prepared by: Theresa Barthuly

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such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

13) LIMITED WARRANTY. Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

14) LIMITATION OF LIABILITY. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

15) CONFIDENTIALITY. The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

16) Press Releases and Advertisements. Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

17) SECURITY INTEREST. Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

18) INDEMNIFICATION. Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

19) FORCE MAJEURE. Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

20) ASSIGNMENT. Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

21) INSURANCE. Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

22) Governing Law. The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Contract #27002-S to CDW Government, LLC, to renew the County's Microsoft Enterprise Agreement for the total three-year commitment amount of \$838,224.48.

Background/History/Details:

Fayette County relies on Microsoft Enterprise Agreement licensing for email, Microsoft 365 government cloud services, identity and access management, cybersecurity services, collaboration tools, desktop productivity applications, Windows Server and Core CAL licensing, SQL Server software assurance, and related Microsoft services used in daily County operations. The County's current Microsoft Enterprise Agreement expired June 30, 2026. Microsoft Enterprise Agreements are fulfilled through Microsoft-authorized resellers, and CDW Government, LLC is the reseller designated for this agreement.

The proposed agreement is a three-year commitment that locks in the quoted unit pricing and includes annual installment payments. The attached CDW-G quote lists annual payments of \$279,408.16 for Year 1, Year 2, and Year 3, for a total three-year commitment amount of \$838,224.48.

What action are you seeking from the Board of Commissioners?

Approval to award Contract #27002-S to CDW Government, LLC, to renew the County's Microsoft Enterprise Agreement for the total three-year commitment amount of \$838,224.48.

If this item requires funding, please describe:

FY2027 funding of \$279,408.16 is allocated in the FY2027 budget across departments as shown in the attached allocation schedule. Future-year annual payments will be budgeted annually.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *TB*
 From: Sherry White *SW*
 Date: August 13, 2026
 Subject: Contract 27002-S: Microsoft Enterprise Agreement

On August 27, 2020, the Board of Commissioners approved a three-year contract with Microsoft Corporation through a certified reseller from CDW Logistics LLC. The Information Technology Department understands the importance of the contract with Microsoft Corporation due to the staff's daily use of the Office 365 suite of products. When considering the best value for the county a quote was received from CDW Logistics LLC, a volume license reseller for Microsoft Corporation (Attachment 1).

Due to the technical and proprietary nature of the software, Microsoft provides Enterprise Agreements only through authorized resellers and CDW Logistics LLC is the reseller designated for this agreement.

The I. T. Department recommends awarding Contract #27002-S to CDW Logistics LLC for a three (3) year Enterprise Agreement for Microsoft Office 365.

A contractor evaluation for the initial term is attached. (Attachment 2)

Specifics of the proposed contract renewal are as follows:

Contract Name	27002-S: Microsoft Enterprise Agreement
Vendor	CDW Logistics LLC
Type of Contract	Annual Software Support
Contract Amount	\$279,408.16 per year; \$838,224.48 three-year total

Budget:	
Org Code	Various Departments
Object	522236 Software Maintenance
Available	See below

Office 365 Allocated by Number of Licenses- Object 522236	Org Code	Yearly Charge
Non-Dept General Government	10010090	\$ 49,145.70
District Attorney	10020200	\$ 8,686.94
Public Defender	10020800	\$ 2,860.88
Non-Dept Judicial	10020090	\$ 18,674.29
Non-Dept Public Safety	10030090	\$ 89,162.95
Public Works	10040090	\$ 15,749.57
Public Health	10050110	\$ 198.88
Non-Dept Culture & Recreation	10060090	\$ 8,793.28
Housing Development	10070090	\$ 6,038.73
Griffin Juvenile Court Judges	10020601-GJC	
Griffin Superior Court Judges	10020152-GJC	\$ 7,984.59
911 Communications	21530800	\$ 10,845.48
270 Fire Services	27030550	\$ 27,832.57
272 Emergency Medical Services	27230600	\$ 8,604.60
Water System - Admin	50541010	\$ 24,829.71
Water System - Crosstown	50543031	
Water System - So Fayette	50543041	
Water System - Distribution	50544020	
Water System - Marshal	50544081	
Totals		\$ 279,408.16



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing
Enterprise Renewal Quote
for

Fayette County Board of Commissioners
As Is Renewal

Date 7/7/26
Account Manager Karina Steltz
VSL Specialist Maurice Grant
Channel Price Sheet Month Jun-26

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment											
Customer to make three annual payments to CDW-G											
Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3			
				Price	Extended	Price	Extended	Price	Extended		
Monthly Subscriptions											
AAA-12416-12-SLG	CCAL Bridge O365 FSA Renewal Sub Per User	D	617	\$ 17.29	\$ 10,667.93	\$ 17.29	\$ 10,667.93	\$ 17.29	\$ 10,667.93		
AAA-12414-12-SLG	CCAL Bridge O365 Sub Per User	D	76	\$ 20.34	\$ 1,545.84	\$ 20.34	\$ 1,545.84	\$ 20.34	\$ 1,545.84		
GLN-00001-12-SLG	Defender O365 P2 GCC Sub Per User	D	870	\$ 47.80	\$ 41,586.00	\$ 47.80	\$ 41,586.00	\$ 47.80	\$ 41,586.00		
MQM-00001-12-SLG	Entra ID P1 Gov Sub Per User	D	698	\$ 57.97	\$ 40,463.06	\$ 57.97	\$ 40,463.06	\$ 57.97	\$ 40,463.06		
4ES-00001-12-SLG	EOA Exchange Online GCC Sub Per User	D	428	\$ 29.49	\$ 12,621.72	\$ 29.49	\$ 12,621.72	\$ 29.49	\$ 12,621.72		
3NS-00003-12-SLG	Exchange Online P2 GCC Sub Per User	D	5	\$ 76.28	\$ 381.40	\$ 76.28	\$ 381.40	\$ 76.28	\$ 381.40		
EP2-24658-12-SLG	M365 Copilot GCC Sub Add-on	D	7	\$ 381.38	\$ 2,669.66	\$ 381.38	\$ 2,669.66	\$ 381.38	\$ 2,669.66		
AAD-63092-12-SLG	M365 F3 Unified GCC Sub Per User	D	172	\$ 87.46	\$ 15,043.12	\$ 87.46	\$ 15,043.12	\$ 87.46	\$ 15,043.12		
7RG-00001-12-SLG	O365 G1 FSA GCC Renewal Sub Per User	D	247	\$ 89.50	\$ 22,106.50	\$ 89.50	\$ 22,106.50	\$ 89.50	\$ 22,106.50		
U4S-00002-12-SLG	O365 G1 GCC Sub Per User	D	10	\$ 111.87	\$ 1,118.70	\$ 111.87	\$ 1,118.70	\$ 111.87	\$ 1,118.70		
AAA-11924-12-SLG	O365 G3 FSA Renewal GCC Sub Per User	D	30	\$ 218.66	\$ 6,559.80	\$ 218.66	\$ 6,559.80	\$ 218.66	\$ 6,559.80		
AAA-11894-12-SLG	O365 G3 GCC Sub Per User	D	406	\$ 257.30	\$ 104,463.80	\$ 257.30	\$ 104,463.80	\$ 257.30	\$ 104,463.80		
7MS-00001-12-SLG	Planner & Project P3 GCC Sub Per User	D	3	\$ 285.78	\$ 857.34	\$ 285.78	\$ 857.34	\$ 285.78	\$ 857.34		
SEL-00001-12-SLG	Power Apps Premium GCC Sub Per User	D	5	\$ 223.74	\$ 1,118.70	\$ 223.74	\$ 1,118.70	\$ 223.74	\$ 1,118.70		
DDI-00001-12-SLG	Power BI Pro GCC Sub Per User	D	9	\$ 104.75	\$ 942.75	\$ 104.75	\$ 942.75	\$ 104.75	\$ 942.75		
NYH-00001-12-SLG	Teams AC with Dial Out US/CA GCC Sub Add-on	D	865	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
License and Software Assurance											
9GS-00135-SLG	CIS Suite Datacenter Core ALng SA 2L	D	20	\$ 186.45	\$ 3,729.00	\$ 186.45	\$ 3,729.00	\$ 186.45	\$ 3,729.00		
7NQ-00292-1-SLG	SQL Server Standard Core ALng SA 2L	D	12	\$ 655.97	\$ 7,871.64	\$ 655.97	\$ 7,871.64	\$ 655.97	\$ 7,871.64		
9EA-00278-1-SLG	Win Server DC Core ALng SA 2L	D	40	\$ 141.53	\$ 5,661.20	\$ 141.53	\$ 5,661.20	\$ 141.53	\$ 5,661.20		
Total				\$	\$ 279,408.16	Total	\$	\$ 279,408.16	Total	\$	\$ 279,408.16
Three Year Total				\$	\$ 838,224.48						

Notes

GASOTMSFTE: State of Georgia Software Microsoft Enterprise

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

Attachment 1



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[Hardware](#) [Software](#) [Solutions](#) [Services](#) [Industries](#) [Partners](#) [Insights](#) [Why CDW](#)[Terms and Conditions](#) > Sales and Service Projects**TERMS AND CONDITIONS****SALES AND SERVICE PROJECTS****PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY**

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS, UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies

provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. For purposes of this Agreement (a) "Affiliate" means, with respect to Seller, entities that Control, are Controlled by, or are under common Control with Seller; and, with respect to Customer, entities both that Control are Controlled by, or are under common Control with Customer, and (b) "Control" or "Controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract or otherwise.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third-party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within

Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders and cannot guarantee pricing until the order is shipped. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Payment

Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Where Customer's payment obligations for Products or any Third Party Services are structured such that the applicable fees are payable in installments over the subscription term, Customer acknowledges and agrees that its payment obligations for the entire subscription term are non-cancellable and non-refundable. Customer shall remain financially liable for all installment payments due for the full subscription term, regardless of whether Customer elects to discontinue use of the Products or Third Party Services prior to the end of the subscription term. Notwithstanding anything to the contrary in any quote, order form, purchase order, or other Customer-provided document, Customer acknowledges and agrees that, upon placement of a purchase order for the Products or Third Party Services, such purchase is final and non-cancellable, and all fees paid or payable to Seller are non-refundable. Termination or expiration of the subscription for any reason shall not relieve Customer of its obligation to pay all fees due for the full subscription term.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: [Return Policy](#). Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at Customer Relations to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under the Service or Statement of Work (as applicable) will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at <http://www.cdw.com/forms/indemnity/app.asp>

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

Personal Data

If and to the extent that Seller will process Personal Data on behalf of Customer in the provision of Services under this Agreement, the Data Processing Agreement provided at <https://www.cdw.com/content/cdw/en/terms-conditions/cdw-data-processing-agreement.html> shall apply to such processing and is incorporated by reference. As used herein, "Personal Data" means any information that identifies relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services performed for Customer, including without limitation any information that qualifies as "personal information" or "personal data" under data protection laws applicable to Seller.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

International Services

If and to the extent that any Statement of Work involves the provision of Services remotely by Seller to a Customer location outside of the United States, the following additional terms shall apply with respect to those Services only.

Customer will pay for, and will indemnify, defend and hold Seller and its Affiliates and each of their respective directors, officers, employees and agents harmless from loss (of any kind), cost, damage or expense (including, but not limited to, attorney's fees and expenses) arising out of any Taxes. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. Any taxes, charges, fees, penalties and interests in respect thereof that are the responsibility of Customer hereunder may be invoiced by Seller in the Product or Services invoices or separately. For purposes of this Section, "Taxes" means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges (including but not limited to, environmental or similar fees) and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller).

If the Laws or a governmental authority imposes or adopts regulation, or there is a change in the Laws, which requires Seller or any of its Affiliates to register and/or obtain a governmental license, permit, or consent to make the Services available within a jurisdiction, Seller has the right not to make available or terminate the Service to the Customer's Affiliate(s) in such jurisdiction without any liability whatsoever to the Customer or its Affiliates. For purposes of this Agreement, "Laws" means any applicable federal, state, provincial, local, municipal, regional, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, regulatory or legislative requirement, ordinance, license, restriction, judicial or administrative order, code, common law or other pronouncement having the effect of law.

Customer and Seller are solely obligated to address and resolve all claims, controversies or disputes associated with provision of Services (including any damages or injuries to a party's foreign Affiliates) in the United States as provided in the Arbitration clause above. In the event a party's foreign Affiliate brings suit or makes a claim or demand against the other party or an Affiliate of the other party located outside of the United States, such party will work with its foreign Affiliate to dismiss the suit, claim, or demand, and such party will bring such suit, claim or demand against the other party directly in the United States instead. In addition, such party will reimburse the other party or the other party's Affiliates for any of the costs or expenses that the other party or the other party's Affiliates reasonably incurred while responding to the suit, claim or demand brought by such party's foreign Affiliate.

Version Date: April 16, 2026

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- [Product Recalls](#)
- [Site Accessibility](#)
- [Site Map](#)



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Volume Licensing

Program Signature Form

MBA/MBSA number

AMD000509618

Agreement number

8718335

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Product Selection Form	3208978.005_PSF
Enterprise Amendment	M97 - (74527094)
Enterprise Enrollment (Indirect)	X20-10637

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* Fayette County Board of Commissioners	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	
Tax ID	

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

74527094

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

55601373

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Fayette County Board of Commissioners

Contact name: First* Rob Middle Last* McCool

Contact email address* rmccool@fayettecountyga.gov

Street address* 140 STONEWALL AVE W STE 104

City* FAYETTEVILLE

State* GA

Postal code* 30214-1520-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* na

Tax ID

Work or School (WSA) Account ID rmccool@fayettecountyga.gov

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Rob Middle Last* McCool

Contact email address* rmccool@fayettecountyga.gov

Street address* 140 STONEWALL AVE W STE 104

City* FAYETTEVILLE

State* GA

Postal code* 30214-1520-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* na

Work or School (WSA) Account ID rmccool@fayettecountyga.gov

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Middle Last*

Contact email address*

Phone*

Work or School (WSA) Account ID

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.
Street address (PO boxes will not be accepted)* 200 N Milwaukee Ave.
City* Vernon Hills
State* IL
Postal code* 60061-1577
Country* United States
Contact name* MauriceGrant
Phone* 847-465-6000
Contact email address* maurice.grant@cdwg.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*  Printed name* Santiago Cavazos Printed title* Software Contract Specialist Date* 07/08/2026

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e.** If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

3208978.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	693	693	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	10
O365 G3 GCC	406
O365 G1 GCC FromSA Renewal	247
O365 G3 GCC FromSA Renewal	30
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	76
Core CAL Bridge O365 FSA Renewal	617

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	436	693	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.	
Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 4: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
Note 6: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	



Amendment to Contract Documents

Enrollment Number

AMD000509618

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
GLN-00001	Defender O365 P2 GCC Sub Per User	867	3
MQM-00001	Entra ID P1 Gov Sub Per User	695	3
4ES-00001	EOA Exchange Online GCC Sub Per User	428	0
3NS-00003	Exchange Online P2 GCC Sub Per User	5	0
AAD-63092	M365 F3 Unified GCC Sub Per User	172	0
7R6-00001	O365 G1 FSA GCC Renewal Sub Per User	247	0
U4S-00002	O365 G1 GCC Sub Per User	10	0
AAA-11894	O365 G3 GCC Sub Per User	384	22
7MS-00001	Planner & Project P3 GCC Sub Per User	3	0
SEL-00001	Power Apps Premium GCC Sub Per User	5	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	860	5
DDJ-00001	Power BI Pro GCC Sub Per User	9	0

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-12416	CCAL Bridge O365 FSA Renewal Sub Per User	617	0
AAA-12414	CCAL Bridge O365 Sub Per User	73	3
EP2-24658	M365 Copilot GCC Sub Add-on	7	0
AAA-11924	O365 G3 FSA Renewal GCC Sub Per User	30	0

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice) (WW)(ENG)(Dec2025)(IU).docx"		M97	Lime
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Previous Enrollment(s)/Agreement(s) Form

Entity Name: Fayette County Board of Commissioners

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	55601373	X	X



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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

ROB MCCOOL,

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
PXKD540	6/22/2026	YEAR 1 2026 MS EA	1877959	\$279,408.16

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Core CAL Bridge for Office 365 - subscription license (1 month) - Mfg. Part #: AAA-12416-12-SLG Electronic distribution - NO MEDIA Contract: MARKET	617	4074848	\$17.29	\$10,667.93
Microsoft Core CAL Bridge for Office 365 - subscription license (1 month) - Mfg. Part #: AAA-12414-12-SLG Electronic distribution - NO MEDIA Contract: MARKET	76	3931585	\$20.34	\$1,545.84
Microsoft Defender O365 P2 GCC Subscription License Per User Mfg. Part #: GLN-00001-12-SLG Electronic distribution - NO MEDIA Contract: MARKET	870	5107303	\$47.80	\$41,586.00
Microsoft Entra ID P1 - subscription license - 1 user Mfg. Part #: MQM-00001-12-SLG Electronic distribution - NO MEDIA Contract: MARKET	698	5430962	\$57.97	\$40,463.06
Microsoft Exchange Online Archiving for Exchange Online - subscription lice Mfg. Part #: 4ES-00001-12-SLG	428	3069410	\$29.49	\$12,621.72

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA

Contract: MARKET

<u>Microsoft Exchange Online Plan 2G - subscription license - 1 user</u>	5	3069416	\$76.28	\$381.40
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Mfg. Part#: 3NS-00003-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

<u>Microsoft 365 Copilot Add-on - subscription license - 1 user</u>	7	8216497	\$381.38	\$2,669.66
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Mfg. Part#: EP2-24658-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

<u>Microsoft M365 F3 Unified GCC Subscription License Per User</u>	172	5759147	\$87.46	\$15,043.12
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Mfg. Part#: AAD-63092-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

<u>Microsoft Office 365 (Plan G1) - subscription license - 1 user</u>	247	3551674	\$89.50	\$22,106.50
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Mfg. Part#: 7R6-00001-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

<u>O365 G1 GCC Sub Per User</u>	10	3587696	\$111.87	\$1,118.70
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Mfg. Part#: U4S-00002-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

<u>MS EA O365 E3 GCC FROM SA P USER</u>	30	3764637	\$218.66	\$6,559.80
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Mfg. Part#: AAA-11924-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

<u>O365 G3 GCC Sub Per User</u>	406	3753337	\$257.30	\$104,463.80
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Mfg. Part#: AAA-11894-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

<u>MS EA PROJECT P3 GCC P USER</u>	3	4381361	\$285.78	\$857.34
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Mfg. Part#: 7MS-00001-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

<u>Microsoft PowerApps Premium - subscription license - 1 user</u>	5	5830230	\$223.74	\$1,118.70
--	---	---------	----------	------------

Mfg. Part#: SEL-00001-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

<u>MS EA POWER BI PRO GCC P USER</u>	9	4385631	\$104.75	\$942.75
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Mfg. Part#: DDJ-00001-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

<u>Microsoft Audio Conferencing Select Dial Out - subscription license - 1 lic</u>	865	6976615	\$0.00	\$0.00
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QUOTE DETAILS (CONT.)

Mfg. Part#: NYH-00001-12-SLG
 Electronic distribution - NO MEDIA
 Contract: MARKET

MS EA CIS DC 2 CORE SA

20 4378888 \$186.45 \$3,729.00

Mfg. Part#: 9GS-00135-SLG
 Electronic distribution - NO MEDIA
 Contract: MARKET

Microsoft SQL Server Standard Core Edition - software assurance - 2 cores

12 6955560 \$655.97 \$7,871.64

Mfg. Part#: 7NQ-00292-1-SLG
 Electronic distribution - NO MEDIA
 Contract: MARKET

Microsoft Windows Server Datacenter Edition - software assurance - 2 cores

40 6955595 \$141.53 \$5,661.20

Mfg. Part#: 9EA-00278-1-SLG
 Electronic distribution - NO MEDIA
 Contract: MARKET

SUBTOTAL	\$279,408.16
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$279,408.16

PURCHASER BILLING INFO

Billing Address:
 FAYETTE CO BOARD OF COMMISSIONER
 ACCTS PAYABLE
 140 STONEWALL AVE W STE 104
 FAYETTEVILLE, GA 30214-1520
Phone: (770) 460-5730
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
 FAYETTE CO BOARD OF COMMISSIONER
 ROB MCCOOL
 140 STONEWALL AVE W STE 104
 FAYETTEVILLE, GA 30214-1904
Phone: (770) 460-5730
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

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

**Sales Contact Info**

Karina Steitz | 800.808.4239 | karina.steitz@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.

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Attachment 2

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: CDW Logistics LLC for Microsoft Corporation	Contract Number: #2291-S
Mailing Address: Microsoft Headquarters One Microsoft Way	Contract Description or Title: Microsoft Enterprise Agreement
City, St, Zip Code: Richmond Washington 98052	Contract Term (Dates) From: 08/01/2025 to 08/01/2026
Phone Number: 425-882-8080	Task Order Number: N/A
Cell Number: N/A	Other Reference: 27002-S Microsoft Enterprise Agreement
E-Mail Address:	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time			X		
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: <i>Robert C. McCool</i>	Date of Evaluation: 07/01/2026
Print Name: Robert C. McCool	Department/Division: Information Technology
Title: Chief Information Officer	Telephone No: 770-305-5355

[illegible][illegible]

COUNTY AGENDA REQUEST

Page 154 of 245

Department: 911 Communications

Presenter(s): Katie Vogt, Director

Meeting Date: Thursday, August 13, 2026

Type of Request: New Business #20

Wording for the Agenda:

Request to approve a five-year maintenance plan with Motorola for the Flex Computer Aided Dispatch (CAD) system in the total amount of \$300,027.00, plus possible CPI or other increases.

Background/History/Details:

Fayette County 911 has utilized many versions of the current CAD system, to include Motorola's acquisition of Spillman. During that time the maintenance contract has been an annual renewal, with costs based on the modules used by the agencies. Motorola has made us aware that they are preparing to move toward a multi-year, suite-based maintenance model. The maintenance cost for FY2027 is identical in either scenario. Moving to the new suite however, provides availability to additional features such as the CAD Web Client, CAD Continuity, CommandCentral Responder CAD, Assist Map, and Agency Alerting.

Year one cost remains \$52,179.00 which is in the current FY27 budget. Years 2-5 would remain steady at \$61,962.00 per year. The modular purchase cost would exceed the cost of the proposed 5-year contract of \$300,027.00, plus possible CPI increase if over 3% in a given year.

What action are you seeking from the Board of Commissioners?

Approval of a five-year maintenance plan with Motorola for the Flex Computer Aided Dispatch (CAD) system in the total amount of \$300,027.00, plus possible CPI or other increases.

If this item requires funding, please describe:

The \$52,179.70 has been paid for FY2027 from Fayette County 911 M&O.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Yes

Reviewed by Legal No

Approved by Purchasing Yes

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Colette Cobb *CC*

Date: August 13, 2026

Subject: Contract 26149-S: Motorola (Spillman) Annual Maintenance

The computer aided dispatch (CAD) used by Fayette County allows Public Safety Agencies in Fayette County to prioritize 911 calls, locate emergency situations, track first responders, and log crucial information in real time. The County contracts with Motorola Solutions to maintain the 911 Center's CAD. This has traditionally been an annual contract, coinciding with the County's fiscal year.

Due to its complexity, lengthy migration process for obtaining a new CAD system, and staff's familiarity with the Motorola system, the Department considers it beneficial to continue the relationship with Motorola.

Motorola proposes for Fiscal Year 2027 a software bundle called their Flex Suite. It includes the current features, plus their CAD Hybrid Features (CAD Web Client, CAD Community, CommandCentral Responder CAD, Assist Map, and Agency Alerting). This would be a five-year commitment. It has been stated that, within the next year, Motorola will be encouraging clients toward this new business model.

Motorola has previously increased the price of the annual maintenance 4.0% each year (Attachment 1). FY 2026 was an anomaly because the Department deleted HyperLink third-party maintenance from the list of services as a costs-saving measure.

The proposed subscription pricing would hold the pricing for years 2 – 5 at \$61,962.00 per year except:

- If the CPI increases more than 3% in a given year, the price would increase by the amount over 3% that year.
- Motorola states, "Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials, Motorola Solutions reserves the right to adjust the contract price, completion schedule, and/or contract requirements."

911 Communications recommends approval of the offered five-year agreement. A contractor performance evaluation for previous work is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	26149-S: Motorola (Spillman) Annual Maintenance
Contractor	Motorola Solutions
Term of Contract	Five Years
Contract Amount:	
Year 1	\$52,179.70
5-Year Total	\$300,027.00 Plus possible CPI or other increases

Budget:

Org Code	21530800	911
Object	522236	Software Maintenance
FY 2027 Available	\$107,549.44	As of 7/13/2026

Attachment 1

Proposed Contract 26149-S
Motorola (Spillman) Annual Maintenance
Historical & Proposed Price Comparison

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Software Bundle	50,198.76	52,206.71	54,294.98	56,466.79	58,725.46	-	-	-	-	-
Less: HipLink Maint.*	-	-	-	-	(8,552.67)	-	-	-	-	-
5-Year Price**	-	-	-	-	-	52,179.00	61,962.00	61,962.00	61,962.00	61,962.00
Total	50,198.76	52,206.71	54,294.98	56,466.79	50,172.79	52,179.00	61,962.00	61,962.00	61,962.00	61,962.00

* The Department chose to delete HipLink third-party maintenance from the list of Motorola services in FY 2026, as a cost-saving measure.

**Includes the addition of CAD Web Client, CAD Continuity, CommandCentral Responder CAD, Assist Map, and Agency Alerting.

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Motorola Solutions, Inc.	Contract Number: 2533-S
Mailing Address: 1307 E. Algonquin Rd.	Contract Description or Title: Spillman Maintenance Agreement
City, St, Zip Code: Schaumburg, IL 60196	Contract Term (Dates) From: 7/1/2025 – 6/30/2026
Phone Number: 801-902-1436	Task Order Number: n/a
Cell Number: 205-394-2085	Other Reference: n/a
E-Mail Address: billy.duncan@motorolasolutions.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time			X		
9. Adherence to contract budget and schedule			X		
10. Other (specify):					
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: <i>Katye Vogt</i>	Date of Evaluation: 07/21/26
Print Name: Katye Vogt	Department/Division: 911 Communications
Title: 911 Director	Telephone No: 770-320-6053

Administrator's Report: A



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *TLB*
 From: Colette Cobb *CC*
 Date: April 9, 2026
 Subject: **Contract 2573-S: SeaQuest
 Renewal 1**

On July 1, 2025, the County awarded Contract 2573-S for SeaQuest for Fiscal Year 2026 to Sowega Chlorinator Co., Inc. The contract has two one-year renewal options. This request is for the approval of the first renewal. Sowega Chlorinator Co., Inc. has agreed to the renewal.

The Water System proposes to renew the contract for Fiscal Year 2027. A Contract Performance Evaluation for previous work is attached (Attachment 1).

Specifics of the proposed contract renewal are as follows:

Contract Name	2573-S: SeaQuest		
Renewal 1	7/1/2026-6/30/2027		
Contractor	Sowega Chlorinator Co., Inc.		
Contract Amount	\$117,524.16 (\$17.52 per gal. fixed unit price/6,708 gal.)		
Budget:			
	Crosstown	S. Fayette	
Org Code	50543031	50543041	
Object	531182	531182	Chemicals
Contract Amount	\$76,317.12	\$41,207.04	\$117,524.16
FY27 Budget	\$76,318.00	\$41,207.00	\$117,525.00

Approved by: * *[Signature]* Date: *4/9/26*

*Note: Approval is conditional upon funds being budgeted in the Fiscal Year 2027 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Sowega Chlorinator Co., Inc.	Contract Number: 2573-S
Mailing Address: PO Box 3006	Contract Description or Title: Seaquest Phosphate Corrosion Control
City, St, Zip Code: Albany, GA 31706	Contract Term (Dates) From: 7/1/2025 - Present
Phone Number: 229-436-8512	Task Order Number: N/A
Cell Number: 229-349-010	Other Reference: For award of Renewal 1
E-Mail Address: info@sowegachlorinator.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

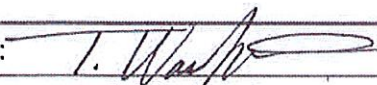
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):		X			
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 4/8/2026
Print Name: Tenorazel Washington	Department/Division: Water System
Title: Plant Manager	Telephone No: 770-320-6088

[illegible][illegible]

Administrator's Report: B



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountygga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Colette Cobb 

Date: April 8, 2026

Subject: Contract 26114-A: 78% Sulfuric Acid NSF, Copper Sulfate, and Sodium Silica Fluoride

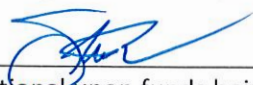
The Purchasing Department issued Request for Quote 26114-A to secure a supplier for 78% Sulfuric Acid NSF, Copper Sulfate, and Sodium Silica Fluoride. Notice of the opportunity was emailed to 61 companies. Another 76 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code 19018 (Acids, Mineral: Boric, Hydrobromic, Hydrochloric, Sulfuric, etc.), 88515 (Algae and Microbe Control Chemicals, Copper Sulfate, etc.) and 88566 (Fluoride and Other Drinking Water Additives). The offer was also advertised through the Fayette County website.

Five (5) companies submitted quotes (Attachment 1). The Dycho Company, Inc. and Specialty Chemical Company LLC bids for Sodium Silica Fluoride were disqualified due to not quoting based on the scope of 50 lbs.

The Water System recommends awarding to the lowest, responsive quotes for each chemical Chemrite, Incorporated (Copper Sulfate and Sodium Silica Fluoride) and Southern States Chemical (78% Sulfuric Acid NSF). A Contractor Performance Evaluation for previous work is attached for both companies (Attachment 2). The total award by vendor is shown on Attachment 3.

Specifics of the proposed contract are as follows:

Contract Name	26114-A: 78% Sulfuric Acid NSF, Copper Sulfate, and Sodium Silica Fluoride			
Contractor	Southern States Chemical Chemrite, Incorporated			
Not-to-exceed amount	\$129,254.34			
Budget:				
	Crosstown	S. Fayette	Res. Mgmt.	Total
Org Code	50543031	50543041	50541017	
Object	531182	531182	531182	Chemicals
Contract Amount	\$67,027.82	\$57,789.02	\$4,437.50	\$129,254.34
Requested FY27 Budget	\$67,029.00	\$57,790.00	\$4,438.00	\$129,257.00

Approved by: *  Date: 

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2027 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

26114-A 78% Sulfuric Acid NSF, Copper Sulfate, and Sodium Silica Fluoride

Tally Sheet

Chemical	Unit Size	Estimated Annual Quantity	The Dycbo Company, Inc.		Specialty Chemical Company LLC		Brenntag Southeast, Inc.		Chemrite, Incorporated		Southern States Chemical	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
78% Sulfuric Acid NSF	Ton	116 tons	No bid		No bid		No bid		No bid		\$ 494.60	\$ 57,373.60
Copper Sulfate AWWA #B602 - 17	50 lb. bag	25 bags	\$ 197.50	\$ 4,937.50	No bid		No bid		\$177.50	\$4437.50	No bid	
Sodium Silica Fluoride AWWA #B702	50 lb. bag	876 bags	DISQUALIFIED		DISQUALIFIED		\$ 82.30	\$ 72,094.80	\$ 76.99	\$ 67,443.24	No bid	
Exceptions:			1. Copper Sulfate - \$3.95/lb 50lbs/bag 25 bag min *valid 60 days only 2. Sodium Silica Fluorid - \$1.385/lb (55.115 lb/bag) 40 bags/pallet 16 pallets minimum									
			1. Copper Sulfate - 55.12 lb bag 1. Copper Sulfate - 25 bags all at one time for delivery									

* Disqualified due to not quoting based on scope of 50lb bags

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Southern States Chemical	Contract Number: 2588-A
Mailing Address: 1181 N. 35 th Street	Contract Description or Title: Water Treatment Chemicals
City, St, Zip Code: Savannah, GA 31401	Contract Term (Dates) From: 7/1/2025-Present
Phone Number: 912-790-6352	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of 26114-A
E-Mail Address: wsummers@sschemical.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):		X			
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 4/8/2026
Print Name: Tenorzel Washington	Department/Division: Water System
Title: Plant Manager	Telephone No: 770-320-6088

[illegible][illegible]

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Chemrite, Inc.	Contract Number: 1667-B
Mailing Address: 5202 Belle Wood Court, Suite 104	Contract Description or Title: Water Treatment Chemicals
City, St, Zip Code: Buford, GA 30518	Contract Term (Dates) From: 7/1/2020-6/30/2021
Phone Number: 770-271-5576	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of 26114-A
E-Mail Address: orders@chemrite.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

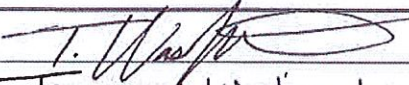
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):		X			
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 4/8/2020
Print Name: Tenarazel Washington	Department/Division: Water System
Title: Plant Manager	Telephone No: 770-320-16588

[illegible]

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

FY27 Award Amount by Vendor
RFQ 26114-A: 78% Sulfuric Acid NSF, Copper Sulfate, and Sodium Silica Fluoride

Chemical	Vendor	Total	Amount per Dept.		
			Crosstown	S. Fayette	Res. Mngt.
Sodium Silica Fluoride AWWA #B702-18	Chemrite, Incorporated	\$ 67,443.24	\$ 38,341.02	\$ 29,102.22	
Copper Sulfate AWWA #B602 - 17	Chemrite, Incorporated	\$ 4,437.50			
78% Sulfuric Acid NSF	Southern States Chemical	\$ 57,373.60	\$ 28,686.80	\$ 28,686.80	\$ 4,437.50
Total Contract Award		\$ 129,254.34	\$ 67,027.82	\$ 57,789.02	\$ 4,437.50

*Total includes Fuel Surcharge

FY27 Award List

Chemrite, Incorporated	\$ 71,880.74
Southern States Chemical	\$ 57,373.60
Total Contract Award	\$ 129,254.34

Administrator's Report: C



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *TB*
 From: Colette Cobb *CC*
 Date: April 15, 2026
 Subject: **Contract 26129-S: Lime**

In December 2015 Fayette County Water System installed a new liquid lime system at both water treatment plants. The Cal-Flo Lime Slurry System is a patented bulk slurry storage and feed system manufactured by Burnett Lime Company. Burnett provides a functional equipment warranty and a limited warranty for repair/replacement of the mixer gearbox. Burnett also provides a certified technician to perform annual service to the mixer and feed pumps with no on-site labor charge to complete this service. Burnett provided a fixed unit price of \$0.085 through June 30, 2027, for lime slurry.

A Contractor Performance Evaluation is attached (Attachment 1).

Specifics of the proposed contract are as follows:

Contract Name	26129-S: Lime		
Initial Term	7/1/2025-6/30/2026		
Contractor	Burnett Lime Company, Inc.		
Contract Amount	\$206,655.15 (\$0.085 per liq. pound)		
Budget:			
	Crosstown	S. Fayette	
Org Code	50543031	50543041	
Object	531182	531182	Chemicals
Liquid Pounds	1,675,237	756,000	2,431,237
Contract NTE	\$142,395.15	\$64,260.00	\$206,655.15
Requested FY26 Budget	\$206,656.00	\$64,260.00	\$270,916.00

Approved by: *  Date: _____

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2027 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Burnett Lime Co. Inc.	Contract Number: 2570-S
Mailing Address: 7095 Highway 11	Contract Description or Title: Lime
City, St, Zip Code: Campobello, SC 29322	Contract Term (Dates) From: 7/1/2025-present
Phone Number: 864-592-1658	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award 26129-S
E-Mail Address: hburnett@burnett-inc.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

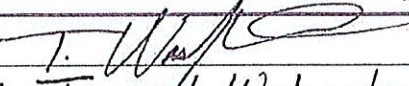
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):		X			
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 4/8/2026
Print Name: Tenorazel Washington	Department/Division: Water System
Title: Plant Manager	Telephone No: 770-320-6058

Contract Number:

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

[illegible]

FAYETTE COUNTY, GA



NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 2027 FY 2027 BUDGET - ANNUAL FUNDS

ACCOUNTS FOR:	VENDOR	QUANTITY	UNIT COST	2027 FINANCE
WATER SYSTEM FUND				
50543031 523593 - MILEAGE & PARKING		1.00	300.00	300.00 *
MILEAGE & PARKING				300.00
50543031 523600 - SEMINARS & DUES				
GAWP CONFERENCE		3.00	495.00	14,351.00 *
GWMI DRINKING WATER CLASS		8.00	500.00	1,485.00
VTSCADA OPERATION AND CONFIGURATION		1.00	1,500.00	4,000.00
TRAINING				1,500.00
CAPM PREP COURSE		1.00	700.00	700.00
GAWP MAINTENANCE TECHNOLOGIST CLASS		3.00	500.00	1,500.00
BASIC ELECTRICAL & TROUBLESHOOTING		1.00	1,495.00	1,495.00
VARIABLE FREQUENCY DRIVES CLASS		1.00	750.00	750.00
CONTINUING EDUCATION TRAINING		1.00	2,025.00	2,025.00
PLANT OPERATIONS/MAINTENANCE EXAM FEES		8.00	112.00	896.00
50543031 531107 - TIRES				
TIRES		1.00	2,000.00	2,000.00 *
50543031 531116 - OTHER SUPPLIES				
OTHER SUPPLIES		1.00	1,500.00	2,241.00 *
KNOXBOX FOR EMERGENCY ACCESS		1.00	741.00	1,500.00
50543031 531182 - CHEMICALS				
CARASOL 20 SODIUM PERMANGANATE		1.00	67,365.00	833,433.00 *
CHLORINE		1.00	101,036.00	67,365.00
LIME		1.00	206,656.00	101,036.00
LIQUID ALUM		1.00	241,098.00	206,656.00
PURATE		1.00	73,656.00	241,098.00
SEAQUEST PHOSPHATE		1.00	76,318.00	73,656.00
SODIUM HYPOCHLORITE		1.00	275.00	76,318.00
SODIUM SILICAFLOURIDE		1.00	38,342.00	275.00
SULFURIC ACID		1.00	28,687.00	38,342.00
				28,687.00

Report generated: 04/06/2026 09:25
 User: 9592sace
 Program ID: bgnvrrps

FAYETTE COUNTY, GA



NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 2027 - FY 2027 BUDGET - ANNUAL FUNDS

ACCOUNTS FOR:	VENDOR	QUANTITY	UNIT COST	2027 FINANCE
WATER SYSTEM FUND				
50543041 523201 - COMMUNICATION SERVICES		4.00	147.00	1,103.00 *
ULTIMATE SECURITY MONITORING				588.00
WINDSTREAM - IT SHARED EXPENSE		1.00	515.00	515.00
50543041 523205 - COMCAST				
COMCAST PRIMARY LINES		12.00	338.50	4,112.00 *
ETHERNET - IT SHARED EXPENSE		1.00	50.00	4,062.00
50543041 523591 - LODGING & MEALS				
GAWP ANNUAL CONFERENCE		3.00	780.00	50.00
GWMI DRINKING WATER CLASS		6.00	200.00	3,540.00 *
50543041 523593 - MILEAGE & PARKING				
MILEAGE & PARKING		1.00	400.00	2,340.00
50543041 523600 - SEMINARS & DUES				
GAWP ANNUAL CONFERENCE		3.00	495.00	1,200.00
GWMI DRINKING WATER CLASS		6.00	455.00	400.00 *
VTSCADA OPERATION AND CONFIGURATION		1.00	1,500.00	6,663.00 *
TRAINING				1,485.00
CONTINUING EDUCATION TRAINING		1.00	500.00	2,730.00
OPERATOR EXAM FEES		1.00	448.00	1,500.00
50543041 531107 - TIRES				
TIRES		1.00	1,000.00	500.00
50543041 531116 - OTHER SUPPLIES				
OTHER SUPPLIES - KEYS, BATTERIES, ETC.		1.00	1,000.00	448.00
50543041 531182 - CHEMICALS				
CARASOL 20 SODIUM PERMANGANATE		1.00	44,901.00	1,000.00 *
CHLORINE		1.00	43,550.00	1,000.00
LIME		1.00	64,260.00	443,947.00 *
LIQUID ALUM		1.00	128,700.00	44,901.00
PURATE		1.00	63,264.00	43,550.00
				64,260.00
				128,700.00
				63,264.00

Created:	2026-04-22
By:	Colette Cobb (ccobb@fayettecountyga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsM6uMjZmyAMk4ok_U0u5Dqm7w5z-iTtk

"26129-S CA Memo" History

-  Document created by Colette Cobb (ccobb@fayettecountyga.gov)
2026-04-22 - 1:42:08 PM GMT
-  Document emailed to Steve Rapson (srapson@fayettecountyga.gov) for signature
2026-04-22 - 1:42:13 PM GMT
-  Email viewed by Steve Rapson (srapson@fayettecountyga.gov)
2026-04-23 - 0:04:14 AM GMT
-  Document e-signed by Steve Rapson (srapson@fayettecountyga.gov)
Signature Date: 2026-04-23 - 0:05:09 AM GMT - Time Source: server
-  Agreement completed.
2026-04-23 - 0:05:09 AM GMT





Administrator's Report: D

Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Colette Cobb *CC*

Date: July 17, 2026

Subject: Contract 27012-S: Purate for Water Treatment

Azure Water Services, LLC, dba Water Solutions provides Purate for both water treatment plants. Purate is a chemical mixture of 40% sodium chlorite and 8% hydrogen peroxide. When Purate is combined with sulfuric acid, chlorine dioxide is generated. This chlorine dioxide will oxidize iron and manganese from the water. Chlorine dioxide will also be used as a disinfectant for the water treatment process. This use of Purate and sulfuric acid to produce chlorine dioxide produces less disinfection by products than using chlorine gas to produce chlorine dioxide.

Azure Water Services will perform routine quarterly service maintenance of the generators and their employees are trained to recognize, troubleshoot, and repair the generators quickly when upset conditions are present.

The Water System recommends continuing to sole source with Azure Water Services, LLC since they are the sole distributor for Purate in Georgia. A Contractor Performance Evaluation is attached (Attachment 1).

Specifics of the proposed contract are as follows:

Contract Name	27012-S: Purate		
Contractor	Azure Water Services, LLC		
Not-to-exceed amount	\$107,426.10 (109,618.46lbs./Fixed unit price \$0.98/lb.)		
Fiscal year Difference	Increased from \$0.93/lb. to \$0.98/lb.		
Budget:			

	Crosstown	S. Fayette	
Org Code	50543031	50543041	
Object	531182	531182	Chemicals
Contract Amount	\$63,863.10	\$43,563.00	\$107,426.10
Available	\$63,863.10	\$43,563.00	\$107,426.10

Approved by: _____

Date: _____

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION**COMPLETE ALL APPLICABLE INFORMATION**

Company Name: Azure Water Solutions LLC

Contract Number: 2572-S

Mailing Address: 280 Callegari Drive

Contract Description or Title: Purate

City, St, Zip Code: West Haven, CT 06516

Contract Term (Dates) From: 7/1/2025-Present

Phone Number: 706-635-0635

Task Order Number: n/a

Cell Number: n/a

Other Reference: for award of Renewal 1

E-Mail Address:

ktomsheck@azurewaterservices.com

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):		X			
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature:



Date of Evaluation: 4/8/2026

Print Name:

Lenore Washington

Department/Division:

Water System

Title:

Plant Manager

Telephone No:

770 - 320 - 6088

[illegible][illegible]

Administrator's Report: E



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *LB*

From: Colette Cobb *CC*

Date: April 13, 2026

**Subject: Contract 2561-A: Dried Residuals Removal
Renewal 1**

The County contracts with Mid State Contracting to remove dried residuals from the drying beds at both water treatment plants. This is an annual contract coinciding with the County's fiscal year. The contract has two one-year renewal options. This request is for the approval of the first renewal. The contractor has accepted the renewal, if approved.

The Water System proposes to contract again with Mid State Contracting for Fiscal Year 2027. A Contract Performance Evaluation for previous work is attached (Attachment 1).

Specifics of the proposed contract renewal are as follows:

Contract Name	2561-A: Dried Residuals Removal		
Contractor	Mid State Contracting,		
Not-to-exceed amount	\$56,250.00		
Fiscal Year Difference	No change		
Budget:			
	Crosstown	S. Fayette	Total
Org Code	50543031	50543041	
Object	522110	522110	
NTE Amount	\$31,250.00	\$25,000.00	\$56,250.00
FY27 Requested Budget	\$31,250.00	\$25,875.00	\$57,125.00

Approved by: * *[Signature]* Date: *4/16/26*

*Note: Approval is conditional upon funds being budgeted in the Fiscal Year 2027 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Mid State Contracting	Contract Number: 2561-A
Mailing Address: 260 Dogwood Trail	Contract Description or Title: Dried Residuals Removal
City, St, Zip Code: Tyrone, GA 30290	Contract Term (Dates) From: 7/1/2025 - Present
Phone Number: 770-616-8415	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of 2561-A Renewal 1
E-Mail Address: kory.walker@yahoo.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: Bob Bayer	Date of Evaluation: 4/10/2026
Print Name: Bob Bayer	Department/Division: Water Plant Maintenance
Title: Water Plant Maintenance Manager	Telephone No: 770-320-6085

[illegible]

Administrator's Report: F



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Colette Cobb *CC*

Date: June 16, 2026

Subject: Contract 2378-S: Water System Engineer of Record
 Task Order 27-01: FY26 On-Call Support Services

Arcadis U. S., Inc. was awarded Contract 2378-S on February 15, 2024, to serve as the Water System Engineer of Record. The contract award established hourly rates which each task order amount will be based on. The contract was renewed for an additional year.

This Task Order will provide technical services for the Water System for tasks related to water infrastructure facilities, permitting support, and general service needs. Arcadis will provide staff augmentation on an as-needed basis through June 30, 2027, to assist the Water System in executing projects.

Specifics of the proposed task order are as follows:

Contract Name	2378-S: Water System Engineer of Record	
Contractor	Arcadis U.S., Inc.	
Task Order 27-01	FY27 On-Call Support Services	
Not to Exceed Amount	\$200,000.00	
Budget:		
Org Code	50541010	Water System
Object	521211	Engineering Services
FY27 Budget Request	\$200,000.00	

Approved by: *[Signature]* Date: 6/18/26

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2027 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____



Vanessa Tigert, P.G.
 Director
 Fayette County Water System
 245 McDonough Road
 Fayetteville, Georgia 30214



Arcadis U.S., Inc.
 2839 Paces Ferry Road
 Suite 900
 Atlanta, Georgia 30339
 Phone: 770 431 8666
 Fax: 770 435 2666

Date: June 16, 2026
 Ref: Contract 2378-S Water System Engineer of Record
 Subject: Task Order TO 27-01 General On-Call Support Services

Dear Ms. Tigert,

The Fayette County Water System (FCWS) has requested Arcadis to submit this proposal for Task Order (TO) to provide on-call professional services in support of their water system activities. Arcadis will leverage its expertise and knowledge in the water sector to provide technical services for FCWS. We know your system and will remain responsive to your needs with our extensive local presence.

Background

The on-call support services TO will provide FCWS with access to Arcadis' broad technical resources to address a variety of tasks related to FCWS's water infrastructure facilities, permitting support, and general service needs. Arcadis will provide staff augmentation on an as-needed basis to assist FCWS in executing projects under the Director's request. Specific tasks may vary depending on FCWS' needs.

Project Team

The key members of our project team are listed below and in the proposal submitted for the Contract 2378-S Water System Engineer of Record. The team may vary as needed for specific TOs. Subject matter experts (SMEs) will engage with the permission of FCWS. Arcadis may utilize subcontractors to address specific scope elements as needed. FCWS is to approve subcontractors prior to initiating any activities. Mr. Michael Diaz will serve as the Account Lead / Program Manager (AL) and Tom Powell will serve as the Deputy Account Lead / Program Manager (DAL). Both will serve as main point of contacts for FCWS within the Arcadis team.

Scope of Work

To focus the scope and level of effort required to complete on-call tasks, Arcadis will submit a brief scope description, list of assumptions and deliverables, and a fee table for approval by FCWS before proceeding with specific tasks. It will be presented in similar format to this TO.

Deliverables

As required, deliverables will be listed on as needed basis. Wherever possible, Arcadis will leverage its digital expertise to help engage with FCWS more efficiently.

Schedule

The Arcadis team will begin work under this TO when authorized by the FCWS. The total duration is estimated at 12 months on an as-needed basis. We understand that responsiveness is critical when providing on-call services. To support FCWS overall goal to provide safe drinking water, our team will strive to quickly respond to all requests.

Vanessa Tigert, P.G.
 Fayette County Water System
 June 16, 2026

Budget

Compensation for the work in this task order will be based upon a time and materials basis using the proposed hourly rates defined in the table presented with the Contract 2378-S Water System Engineer of Record. Also listed below. It will have a not to exceed project budget of \$200,000, including travel expenses. Arcadis' DAL will track and communicate with the FCWS any changes in scope or budget if needed as a part of the project's monthly status report. No changes will be made without written approval by FCWS.

Principal Engineer / SME	222.79
Senior Project Manager	206.88
Project Manager	180.35
Managing Engineer	212.18
Senior Engineer	196.27
Project Engineer	146.40
Staff Engineer	114.58
Senior Architect	185.66
Architect	107.15
Designer	122.00
CADD Technician	103.97
Project Assistant	86.99
Registered Land Surveyor	90.18
Survey Crew (2-person)	167.62
Survey Technician	84.87
Senior GIS Specialist	132.61
GIS Specialist	109.27
Resident Project Representative	97.60

Assumptions

This section will normally be reserved for any assumptions required as part of the development of the TO.

If you have any questions about this Task Order, please do not hesitate to contact. Thank you for this opportunity and we look forward to working with you and the FCWS team on this project.

Sincerely,
 Arcadis U.S., Inc.

Michael Diaz, PE, MS
 VP / Georgia Area Manager
 Michael.Diaz@arcadis.com 404.550.3452

CC. Tom Powell, PE / Eric M. Van Deventer, EIT

Administrator's Report: G



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Colette Cobb 

Date: April 9, 2026

Subject: Contract 26113-S: Carusol-20 (Sodium Permanganate)

Hawkins, Inc. is the current authorized distributor for Carusol-20 (Sodium Permanganate) in the State of Georgia. Several years ago, Hawkins installed tanks and containments for the South Fayette raw water intake. As part of Fayette County's effort to upgrade the water treatment process, a building was constructed at Crosstown for the Permanganate.

The Water System recommends continuing to sole sourcing the contract with Hawkins because it would not be beneficial to change out the Hawkins owned equipment. A Contractor Performance Evaluation for previous work is attached (Attachment 1).

Specifics of the proposed contract are as follows:

Contract Name	26113-S: Carusol-20 (Sodium Permanganate)		
Initial Term	7/1/2026-6/30/2027		
Contractor	Hawkins, Inc.		
Contract Amount	\$112,266 (8,316 gallons/fixed price \$13.50/gallon)		
Budget:			

	Crosstown	S. Fayette	Total
Org	50543031	50543041	
Object	531182	531182	Chemicals
Contract Amount	\$67,365.00	\$44,901.00	\$112,266.00
FY27 Budget Request	\$67,365.00	\$44,901.00	\$112,266.00

Approved by: *  Date: 4/9/26

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2027 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Hawkins, Inc.	Contract Number: 2256-S
Mailing Address: 821 William D. Jones Blvd.	Contract Description or Title: Carusol 20
City, St, Zip Code: Fayetteville, TN 37334	Contract Term (Dates) From: 7/1/2023 - Present
Phone Number: 229-894-7797	Task Order Number: n/a
Cell Number:	Other Reference: for award of 26113-S
E-Mail Address: ityson@adc-chemco.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

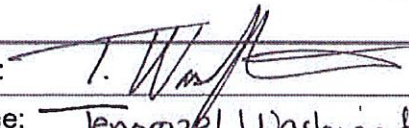
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):		X			
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 4/8/2026
Print Name: Tenorael Washington	Department/Division: Water System
Title: Plant Manager	Telephone No: 770-320-6088

[illegible]

Administrator's Report: H



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettedecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TLB*

From: Sherry White *SW*

Date: June 11, 2026

**Subject: Contract #2018-P: Public Works Engineer of Record
Task Order #63: NEPA Compliance for Roundabout @ County Line, Inman, S. Jeff Davis and Northbridge Road.
Change Order #1: Field Assessment**

Fayette County entered into an Engineer of Record contract with Pond & Company to provide various engineering services for Public Works. The county has requested assistance from POND to submit a proposal for transportation engineering services for the above referenced project.

The work in this task order is to complete a Federal Highway Administration (FHWA) National Environmental Policy Act (NEPA) review of the proposed intersection of Roundabout at County Line Road, Inman Road, South Jeff Davis Road, and North Bridge Road to initiate the proposed project.

The Safe Streets and Roads for All (SS4A) Grant have been awarded to Fayette County for several projects, and this is one of the projects. The grant funding will allow the county to move forward with preparing the field assessment and environmental documentation required for SS4A funding.

This change order will include the following tasks for the not to exceed amount of \$135,960.00 as seen in the attached (Attachment 1).

Task 1: Project Management

Task 2: Project Initiation and Field Assessment with the following deliverables:

- Ecology Survey Report
- Historic Resources Survey Report
- Archaeological Management Report and Phase I

Task 3: Environmental Document with the deliverable:

- Environmental Documentation Supporting Assumed CE Determination

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

Specifics of the proposed Change Order are as follows:

Contract Name	#2018-P: Public Works Engineer of Record
Task Order	#63: NEPA Compliance for Roundabout @ County Line, Inman, S. Jeff Davis and Northbridge Road.
Change Order	#1: Field Assessment
Contractor	Pond & Company
Not to Exceed Amt.	\$ 8,006.85
This change order NTE Amt.	<u>135,960.00</u>
New Task Order Amt.	\$143,966.85

Budget:

Fund	321	SPLOST COW
Org Code	40220	ROAD SPLOST-CWD
Object	541210	OTHER IMP
Project	R-8A	EFB - Intersection at S Jeff Davis
Available	\$ 1,763,169.82 As of 6/10/2026	

Approved by: _____



Date: _____

6/18/26

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

Administrator's Report: I



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TLB*

From: Sherry White *SW*

Date: April 1, 2026

Subject: Contract #2594-A Dust Control Service – Renewal 1

Scotwood Industries LLC provides dust control services on various county gravel roads. The County entered into contract #2594-A Dust Control Service for Fiscal Year 2026. This is an annual contract with two 12-month renewal options coinciding with the county's fiscal year. This request is for the approval of the first renewal.

The Road Department recommends renewing for FY2027. A Contractor Performance Evaluations is attached. (Attachment 1)

Specifics of the proposed contract are as follows:

Contract Name	#2594-A Dust Control Service
Contractor	Scotwood Industries LLC
Not-to-exceed amount	\$151,680.00

Budget:

Fund	100	General Fund
Org Code	10040220	Road Department
Object	521316	Technical Services
Project	n/a	
Req. Budget	\$152,000.00	As of 3/30/2026

Approved by*: *[Signature]* Date: 4/6/26

*Note: Approval is conditional upon funds being budgeted and approved in the Fiscal Year 2027 budget.

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Scotwood Industries LLC	Contract Number:
Mailing Address: P.O. BOX 959707	Contract Description or Title: 2594-A Dust Control Service
City, St, Zip Code: SAINT LOUIS MO 63195-9707	Contract Term (Dates) From: 7/1/2026 – current
Office Phone Number 913-754-0554	Task Order Number:
Cell Number: 800-844-2022	New Contract Name or Renewal Number:
E-Mail Address:	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work		X			
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: <i>Steven L. Hoffman</i>	Date of Evaluation: <i>3/12/2026</i>
Print Name: <i>Steven L. Hoffman</i>	Department/Division: <i>Road / Solid Waste</i>
Title: <i>Director</i>	Telephone No: <i>770-320-6012</i>

CONTRACTOR PERFORMANCE EVALUATION

Explanation of Outstanding or Unsatisfactory Ratings

Page 2

Company Name:

Contract Number:

EXPLANATIONS / COMMENTS

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

Administrator's Report: J



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *TLB*
 From: Sherry White *SW*
 Date: June 17, 2026
 Subject: Contract #26138-A Annual Hauling

The Purchasing Department issued Request for Quotes #26138-A to secure a contractor to haul raw materials to various county worksites. Notice of the opportunity was emailed to thirteen companies. Another 393 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #96239 (Hauling Services). The offer was also advertised through the county website.

Six companies submitted quotes (Attachment 1).

The lowest weighted bidder provided three references that did not generate a good response. When asked for additional reference only one additional was provided and she was not familiar with the work but gave a raving review. The Road Department recommends Faultless Business Center Inc. the second lowest weighted bidder. A Contractor's Performance Evaluation is included (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#2271-A Annual Hauling Contract		
Contractor	Faultless Business Center Inc.		
Not to Exceed Amount	\$165,000.00		
Budget:			
Dept.	ROAD Dept.		SPLOST
Fund	100	M&O Fund	322 2017SPLOST
Org Code	40220	Road Dept.	40220 Road Splost
Object	522111	Other Improvements	541210 Other Improvements
Project No.	N/A		17TAN EBENEZER CH & SPEAR RD
Contract Amt.	\$115,000.00	Requested FY27	\$50,000.00 verified w/Finance
Available	\$115,000.00	as of 6/8/26	\$5,784,996.84 as of 6/2/26

Approved by: _____

Date: _____

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

RFQ #26138-A ANNUAL HAULING

BID SHEET

FRIDAY, MAY 29, 2026

GDOT Index Price Range	Weight	Definitive Trucking Company, LLC		Kisys LLC/TB Trucking		Rock-IT Sand & Gravel Inc.		TrendTech Logistics		Faultless Business Center Inc.		BartShaw Earthworks Group	
		Hourly Rate	Weighted Price	Hourly Rate	Weighted Price	Hourly Rate	Weighted Price	Hourly Rate	Weighted Price	Hourly Rate	Weighted Price	Hourly Rate	Weighted Price
\$1.55 - \$2.00	0.25	\$133.00	\$33.25	\$135.00	\$33.75	\$115.00	\$28.75	\$110.00	\$27.50	\$99.98	\$25.00	Disqualified	
\$2.01 - \$2.50	0.50	\$136.00	\$68.00	\$135.00	\$67.50	\$115.00	\$57.50	\$110.00	\$55.00	\$99.98	\$49.99		
\$2.51 - \$3.00	0.75	\$139.00	\$104.25	\$135.00	\$101.25	\$115.00	\$86.25	\$110.00	\$82.50	\$99.98	\$74.99		
\$3.01 - \$3.50	0.75	\$142.00	\$106.50	\$135.00	\$101.25	\$115.00	\$86.25	\$115.00	\$86.25	\$99.98	\$74.99		
\$3.51 - \$4.00	1.00	\$145.00	\$145.00	\$140.00	\$140.00	\$115.00	\$115.00	\$115.00	\$115.00	\$99.98	\$99.98		
\$4.01 - \$4.50	1.00	\$148.00	\$148.00	\$145.00	\$145.00	\$115.00	\$115.00	\$120.00	\$120.00	\$99.98	\$99.98		
\$4.51 - \$5.00	1.00	\$151.00	\$151.00	\$150.00	\$150.00	\$120.00	\$120.00	\$120.00	\$120.00	\$104.98	\$104.98		
\$5.01 - \$5.50	1.00	\$154.00	\$154.00	\$155.00	\$155.00	\$125.00	\$125.00	\$125.00	\$125.00	\$104.98	\$104.98		
\$5.51 - \$6.00	1.00	\$157.00	\$157.00	\$160.00	\$160.00	\$125.00	\$125.00	\$125.00	\$125.00	\$109.98	\$109.98		
\$6.01 - \$6.50	1.00	\$160.00	\$160.00	\$165.00	\$165.00	\$128.00	\$128.00	\$135.00	\$135.00	\$109.98	\$109.98		
\$6.51 - \$7.00	1.00	\$163.00	\$163.00	\$170.00	\$170.00	\$128.00	\$128.00	\$135.00	\$135.00	\$114.98	\$114.98		
\$7.01 - \$7.50	0.75	\$166.00	\$124.50	\$175.00	\$131.25	\$130.00	\$97.50	\$140.00	\$105.00	\$114.98	\$86.24		
\$7.51 - \$8.00	0.75	\$169.00	\$126.75	\$180.00	\$135.00	\$130.00	\$97.50	\$140.00	\$105.00	\$119.98	\$89.99		
\$8.01 - \$8.50	0.50	\$172.00	\$86.00	\$185.00	\$92.50	\$133.00	\$66.50	\$140.00	\$70.00	\$119.98	\$59.99		
\$8.51 - \$9.00	0.50	\$175.00	\$87.50	\$190.00	\$95.00	\$133.00	\$66.50	\$140.00	\$70.00	\$124.98	\$62.49		
\$9.01 - \$9.50	0.50	\$178.00	\$89.00	\$195.00	\$97.50	\$136.00	\$68.00	\$145.00	\$72.50	\$124.98	\$62.49		
\$9.51 - \$10.00	0.25	\$181.00	\$45.25	\$200.00	\$50.00	-	-	\$145.00	\$36.25	\$129.98	\$32.50		
			\$114.65		\$117.06		\$94.42		\$93.24		\$80.21		

Attachment 1

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: FAULTLESS BUSINESS CENTER INC.	Contract Number: 2271-A
Mailing Address: 425 NEW MORN DR	Contract Description or Title: Hauling Services
City, St, Zip Code: MCDONOUGH, GA 30253	Contract Term (Dates) From: 07/1/2025 To June 30, 2026/Current
Phone Number: 404-886-2113	Task Order Number:
Cell Number:	Other Reference: 26138-A Annual Hauling
E-Mail Address: FAULTLESSBCINC@GMAIL.COM	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time			X		
9. Adherence to contract budget and schedule		X			
10. Other (specify):					X
11. Overall evaluation of contractor performance					

EVALUATED BY

Signature: <i>By Kh</i>	Date of Evaluation: <i>6/1/26</i>
Print Name: <i>Bradley Klinger</i>	Department/Division: <i>ROAD</i>
Title: <i>Assistant Director</i>	Telephone No: <i>6039</i>

Administrator's Report: K



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *TB*
 From: Sherry White *SW*
 Date: March 31, 2026
 Subject: Contract #2595-A Annual Rock Contract – Renewal 1

Martin Marietta Materials provides virgin aggregate stone for various county projects and gravel roads. The County entered into contract #2595-A Annual Rock Contract for Fiscal Year 2026. This is an annual contract with two 12-month renewal options coinciding with the county's fiscal year. This request is for the approval of the first renewal.

The Road Department recommends renewing for FY2027. A Contractor Performance Evaluations is attached. (Attachment 1)

Specifics of the proposed contract are as follows:

Contract Name	#2595-A Annual Rock Contract
Contractor	Martin Marietta Materials
Not-to-exceed amount	\$80,000.00

Budget:

Fund	100	General Fund
Org Code	10040220	Road Department
Object	521316	Technical Services
Project	n/a	
Req. Budget	\$80,000.00	As of 3/30/2026

Approved by*: *[Signature]* Date: 4/1/26
 *Note: Approval is conditional upon funds being budgeted and approved in the Fiscal Year 2027 budget.

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Martin Marietta	Contract Number:
Mailing Address: 200 ROCKWOOD ROAD	Contract Description or Title: 2595-A Annual Rock Contract
City, St, Zip Code: TYRONE GA 30290	Contract Term (Dates) From: 7/1/2026 – current
Office Phone Number: 678-965-8555	Task Order Number:
Cell Number: 404-456-3350	New Contract Name or Renewal Number:
E-Mail Address: STACEY.SINGER@MARTINMARIETTA.COM	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule		X			
10. Other (specify):					X
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: <i>Steven L. Hoffman</i>	Date of Evaluation: <i>3/12/2026</i>
Print Name: <i>Steven L. Hoffman</i>	Department/Division: <i>Road / Solid Waste</i>
Title: <i>Director</i>	Telephone No: <i>770-320-6012</i>

CONTRACTOR PERFORMANCE EVALUATION
Explanation of Outstanding or Unsatisfactory Ratings

Page 2

Company Name:

Contract Number:

EXPLANATIONS / COMMENTS

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

Administrator's Report: L



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Colette Cobb 

Date: April 3, 2026

**Subject: Contract 2376-A: Annual Firefighter Physicals
Renewal 2**

On June 28, 2024, the County issued a Notice to Proceed for Contract 2376-A to Piedmont Urgent Care for Annual Firefighter Physicals for physicals for both Fire & EMS. The contract has two one-year renewal options. This request is for the approval of the second renewal. Piedmont Urgent Care has agreed to the renewal if approved.

Fire & EMS propose to renew the contract with Piedmont Urgent Care for Fiscal Year 2027. A Contract Performance Evaluation for previous work is attached (Attachment 1).

Specifics of the proposed contract renewal are as follows:

Contract Name	2376-A: Annual Firefighter Physicals		
Renewal 1	7/1/2026-6/30/2027		
Contractor	Piedmont Urgent Care		
Contract Amount	\$50,250.00		
Fiscal Year Difference	None		
Budget:			
	Fire	EMS	
Org Code	27030550	27230600	
Object	521216	521216	Medical Services
Requested Amount	\$32,822.40	\$17,427.60	\$50,250.00

Approved by: *  Date: 4/6/26

*Note: Approval is conditional upon funds being budgeted in the Fiscal Year 2027 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Piedmont Urgent Care	Contract Number: 2376-A
Mailing Address: 1825 Highway 34 East, Suite 1200	Contract Description or Title: Annual Firefighter Physicals
City, St, Zip Code: Newnan, GA 30265	Contract Term (Dates) From: 7/1/2020 - Present
Phone Number: 678-763-4382	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of 2376-A Renewal 1 (7/1/2025-6/30/2026)
E-Mail Address: Isaiah.Harris@wellstreet.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

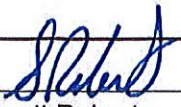
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products					X
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 04/01/2026
Print Name: Scott Roberts	Department/Division: Fire/EMS
Title: Assistant Chief	Telephone No: 770-305-5191

[illegible]

Administrator's Report: M



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Colette Cobb 

Date: April 3, 2026

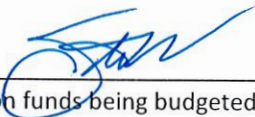
**Subject: Contract 2542-A: Firefighter Uniforms
Renewal 1**

On July 1, 2025, the County awarded Contract 2542-A to Read's Uniforms for Fire & EMS uniform shirts and pants. The contract has two one-year renewal options. This request is for the approval of the first renewal. Galls has accepted the renewal if approved.

Fire & EMS proposes to renew the contract with Galls for Fiscal Year 2027. A Contract Performance Evaluation for previous work is attached (Attachment 1).

Specifics of the proposed contract renewal are as follows:

Contract Name	2542-A Firefighter Uniforms		
Renewal 1	7/1/2026-6/30/2027		
Contractor	Read's Uniforms		
Contract Amount	\$54,352.80		
Budget:			
	Fire	EMS	Total
Org Code	27030550	27230600	
Object	531701	531701	Uniforms
Requested Amount	\$43,054.11	\$10,429.56	\$54,352.80

Approved by: *  Date: 4/6/26

*Note: Approval is conditional upon funds being budgeted in the Fiscal Year 2027 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Read's Uniforms	Contract Number: 2542-A
Mailing Address: 4 Sweeten Creek Crossing	Contract Description or Title: Firefighter Uniforms
City, St, Zip Code: Asheville, NC 28803	Contract Term (Dates) From: 7/1/2025 – Present
Phone Number: 828-412-8995	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of Renewal 1
E-Mail Address: ryan.heiden@readsuniforms.net	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

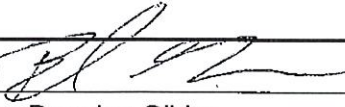
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance					

EVALUATED BY

Signature: 	Date of Evaluation: 4-01-2026
Print Name: Brandon Gibby	Department/Division: Fire and EMS
Title: Captain	Telephone No: 770-305-5169

[illegible][illegible]

Administrator's Report: N



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *LB*

From: Colette Cobb *CC*

Date: April 9, 2026

Subject: Contract 26130-S: Stryker Maintenance Agreement

The EMS Department uses Stryker stair chairs, LUCAS machines, Power Loads and Power Cots in their ambulances. This equipment is used to reduce stress on EMS personnel during emergency calls and medical transportation.

The ProCare Prevent Service Agreement includes Stryker support and service calls, parts, labor, and travel to Fayette County to repair the equipment. The Prevent service also includes comprehensive preventative maintenance programs and compliance documentation.

A Contractor Performance Evaluation for Stryker Medical is attached (Attachment 1).

Specifics of the proposed contract are as follows:

Contract Name	26130-S: Stryker Maintenance Agreement	
Contractor	Stryker Sales, LLC	
Total Contract Amount	\$92,512.06	
Budget:		
Org Code	27230600	EMS
Object	522230	Repair & Maintenance Service
FY27 Budget Request	\$93,000.00	

Approved by: *Steve Rapson* Date: *4/9/26*

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2027 budget.

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Stryker Medical	Contract Number: 26007-S
Mailing Address: PO Box 93308	Contract Description or Title: Stryker Maintenance Agreement
City, St, Zip Code: Chicago, IL 60673-3308	Contract Term (Dates) From: 7/2025-Present
Phone Number: 269-329-2100	Task Order Number: n/a
Cell Number: n/a	Other Reference: for award of 26130-S
E-Mail Address: dennis.ellard@stryker.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 04/07/2026
Print Name: Scott Roberts	Department/Division: Fire/EMS
Title: Asst. Chief / EMS Director	Telephone No: 770-305-5414

[illegible][illegible]

Administrator's Report: O



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *T.B.*

From: Tamia Carnell *T.C.*

Date: March 10, 2026

Subject: Contract 2525-B: Grass Cutting Services for Kiwanis, Brooks, & Kenwood
Renewal #1

The County entered into 2525-B: Grass Cutting Services for Kiwanis, Brooks, & Kenwood for Fiscal Year 2026. Three companies were awarded to provide grass cutting services for the county, Express Pressure Washing, LLC, ASAP Landscaping Management Group, and Visionscapes, Inc. This is an annual contract with two 12-month renewal options coinciding with the county's fiscal year. This request is for the approval of the first renewal.

Express Pressure Washing, LLC cuts one (1) location:

- a. Kenwood Park

Visionscapes, Inc cuts one (1) location:

- a. Kiwanis Park

ASAP Landscaping Management Group cuts one (1) location:

- a. Brooks Park

Building and Grounds recommends renewing for FY2027. A Contractor Performance Evaluations is attached for all companies. (Attachment 1)

Specifics of the proposed contract are as follows:

Contract Name	2525-B: Grass Cutting Services for Kiwanis, Brooks, & Kenwood	
Contractors	\$27,000.00	Express Pressure Washing, LLC
	\$66,600.00	Visionscapes, Inc
	<u>\$36,645.00</u>	ASAP Landscaping Management Group
Contract Amount	\$130,245.00	

Placed on Administrator's Report? Yes ☒ No ☐

Placed on Agenda Dated: _____

Requested Budget:

Organization Code:	10060110	Recreation
Object Code:	522140	Lawn Care
Requested Amount:	\$131,000	

Approved by:*  _____ Date: 3/11/26

*Note: Approval is conditional upon funds being budgeted and approved in the Fiscal Year 2027 budget.

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Express Pressure Washing, LLC	Contract Number: 2525-B
Mailing Address: 1815 Meredith Park Dr.	Contract Description or Title: Grass Cutting Services for Kiwanis, Brooks, & Kenwood
City, St, Zip Code: McDonough, GA 30253	Contract Term (Dates) From: 7/1/2025 - Current
Phone Number: 470-529-0574	Task Order Number: N/A
Cell Number: 678-258-0670	Other Reference: Renewal 1
E-Mail Address: expresspressurewash1@gmail.com	

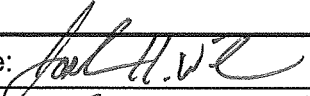
DEFINITIONS

- OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.
- EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.
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EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: 	Date of Evaluation: 03/09/2026
Print Name: Josh H. Wilson	Department/Division: BIG 1565
Title: Interim Building & Grounds Director	Telephone No: 678-725-7796

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Visionscapes, Inc.	Contract Number: 2525-B
Mailing Address: 1767 Fellowship Rd	Contract Description or Title: Grass Cutting Services for Kiwanis, Brooks, & Kenwood
City, St, Zip Code: Tucker, GA 30084	Contract Term (Dates) From: 7/1/2025 - Current
Phone Number: 770-908-8999	Task Order Number: N/A
Cell Number: 770-814-1674	Other Reference: Renewal 1
E-Mail Address: tj@Evisionscapes.com	

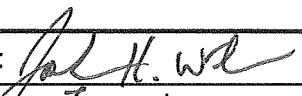
DEFINITIONS

- OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.
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EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			Y		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			Y		
7. Working relationship / interfacing with county staff and citizens			Y		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					Y
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: 	Date of Evaluation: 08/09/2025
Print Name: Josh H. Wilson	Department/Division: B66 1565
Title: INTERIM BUILDING & GROUNDS DIRECTOR	Telephone No: 678-725-7796

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: ASAP Landscaping Management Group	Contract Number: 2525-B
Mailing Address: 8274 C Tara Blvd	Contract Description or Title: Grass Cutting Services for Kiwanis, Brooks, & Kenwood
City, St, Zip Code: Jonesboro, GA 30036	Contract Term (Dates) From: 7/1/2025 - Current
Phone Number: 678-834-5887	Task Order Number: N/A
Cell Number: 678-834-5887	Other Reference: Renewal 1
E-Mail Address: asapmngmtgroup@gmail.com	

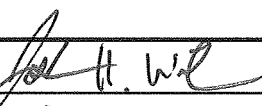
DEFINITIONS

- OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.
- EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.
- SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.
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EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: 	Date of Evaluation: 03/09/2026
Print Name: JOSH H. WILSON	Department/Division: BKG ISLS
Title: INTEGRITY BUILDING & CONCRETE DIRECTOR	Telephone No: 678-725-7796

Administrator's Report: P



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess 
 From: Tamia Carnell 
 Date: April 13, 2026
 Subject: Contract 26101-B: Grass Cutting Services - Justice Center & McCurry Park

The Purchasing Department issued Invitation to Bid 26101-B to secure contractors for grass cutting services at the Justice Center and McCurry Park. Notice of the opportunity was emailed to 121 companies. An additional 646 vendors were notified through the Georgia Procurement Registry under commodity code 98836 (Grounds and Roadside Maintenance: Mowing, Edging, Plant, Not Tree Trimming, etc.). The solicitation was also advertised on the Fayette County website and in the Fayette County newspaper.

Ten (10) Companies submitted bids. (Attachment 1).

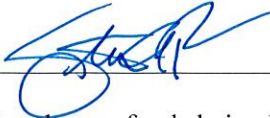
The Building and Grounds recommends awarding each location to the lowest bidder.

Greenlife Services is the current contractor providing mowing services at East Fayette and submitted the lowest responsive and responsible bid for the Justice Center. A Contractor Performance Evaluation is attached (Attachment 2).

Superior Cut Lawn Service is recommended for award for McCurry Park. This contractor has not previously performed work for the County; therefore, a Contractor Performance Evaluation is not available. However, positive references were received from two (2) of their provided references.

Specifics of the proposed contract are as follows:

Contract Name	26101-B: Grass Cutting Services - Justice Center & McCurry	
Contract amount	\$87,251.00	
Requested Budget:		
Contractor	Greenlife Services	Superior Cut Lawn Service
Location	Justice Center	McCurry Pk
Org Code	10020090	10060110
Object Code	522140	522140
Department Amount	\$31,451.00	\$55,800.00
Requested Amount	\$35,200.00	\$145,000.00

Approved by*:  Date: 4/17/26

*Note: Approval is conditional upon funds being budgeted and approved in the Fiscal Year 2027 budget.

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

ITB 26101-B: Grass Cutting Services - Justice Center & McCurry Park

Tally Sheet

Tuesday, March 31, 2026

Company Name	Total Amount for Justice Center	Total Amount for McCurry Park
Alternative Environments	\$45,540.00	\$127,785.60
ASAP Management Group	\$46,440.00	No Bid
Baruch Constrection Group	No Bid	\$291,999.85
Golden Landscaping LLC	\$242,200.00	\$186,000.00
Greenlife Services	\$31,451.00	No Bid
Lawn Authority Lawn Care	\$38,100.00	\$174,530.00
Mariani Enterprises, LLC DBA Castro Landscape	\$157,860.00	\$163,680.00
Rubber Boots Lawn Care Service	\$38,999.48	\$89,999.99
Superior Cut Lawn Service	\$53,370.00	\$55,800.00
Yellowstone Landscape	No Bid	\$94,080.00

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION					Page 1
1. Use this form to record contractor performance for any contract of \$50,000 or above. 2. The person who serves as project manager or account manager is the designated party to complete the evaluation. 3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.					
VENDOR INFORMATION			COMPLETE ALL APPLICABLE INFORMATION		
Company Name: GREENLIFE SERVICES & MORE, INC			Contract Number: 2356-A		
Mailing Address: 2684 SMOKEY ROAD			Contract Description or Title: GRASS CUTTING -- EAST FAYETTE		
City, St, Zip Code: NEWNAN, GA 30263			Contract Term (Dates) From: 7/1/2025 -- Current		
Phone Number: 770-616-7240			Task Order Number:		
Cell Number:			Other Reference: Renewal 2		
E-Mail Address: GREENLIFESMIC@GMAIL.COM					
DEFINITIONS					
OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.					
EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.					
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.					
UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements					
EVALUATIONS (Place "X" in appropriate box for each criterion.)					
Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		
EVALUATED BY					
Signature: <i>Joshua H. Wilson</i>			Date of Evaluation: <i>03/09/2026</i>		
Print Name: <i>JOSHUA H. WILSON</i>			Department/Division: <i>B46 1565</i>		
Title: <i>INTERIM MANAGING & GENERAL DIRECTOR</i>			Telephone No: <i>678-725-7796</i>		

Administrator's Report: Q

**Purchasing Department**

140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson
Through: Ted L. Burgess *LB*
From: Sherry White *SW*
Date: June 30, 2026
Subject: Contract #2540-A: Waste Disposal Services – Renewal 1

The Buildings and Grounds Department maintains an annual contract with a vendor for waste disposal services. On June 27, 2025, the executed contract for these services was awarded to Amwaste of Georgia, LLC to provide waste disposal throughout the county.

The County entered into contract #2540-A: Waste Disposal Services for Fiscal Year 2026. This is an annual contract with two 12-month renewal options coinciding with the county's fiscal year. This request is for the approval of the first renewal.

The Building and Grounds Department recommends renewing for FY2027. A Contractor Performance Evaluations is attached. (Attachment 1)

Specifics of the proposed contract are as follows:

Contract Name	#2540-A: Waste Disposal Services
Contractor	Amwaste of Georgia, LLC
Not-to-exceed amount	\$63,185.00

Budget:

Organization Code:	Multiple Departments (page 2)
Object Code:	522110 (Disposal Service)
Annual Contract Amount:	\$63,185.00

Approved by: *[Signature]* Date: 6/30/26

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

**RFQ #2540-A WASTE DISPOSAL SERVICE
DEPARTMENT BREAKDOWN**

Page 216 of 245

GROUPS	ORGANIZATION CODE Object: 522110	AMWASTE OF GEORGIA LLC		
		TOTAL PRICE PER MONTH	ANNUAL PRICE	DEPARTMENT BUDGET
COUNTY ADMINISTRATION	10010565	\$250.00	\$3,000.00	\$3,000.00
LIBRARY	10060500	\$170.00	\$2,040.00	\$2,040.00
FIRE STATIONS (10) & TRAINING CENTER (4cu) and EXTRA PICKUPS X 2	27030550	\$350.00	\$4,450.00	\$4,450.00
EMS (9) EXTRA PICKUPS X 1	27230600	\$90.00	\$1,205.00	\$1,205.00
E-911 COMMUNICATIONS	21530800	\$90.00	\$1,080.00	\$1,200.00
ANIMAL CONTROL EXTRA PICKUPS X 2	10030910	\$90.00	\$1,260.00	\$1,260.00
PARKS & RECREATION FACILITIES EXTRA PICKUPS X 2	10060110	\$1,800.00	\$21,850.00	\$21,850.00
PUBLIC WORKS BUILDING	10040220	\$90.00	\$1,080.00	\$1,080.00
BUILDING & GROUNDS MAINTENANCE	10010565	\$120.00	\$1,440.00	\$1,440.00
ELECTIONS	10010400	\$40.00	\$480.00	\$480.00
FAYETTE COUNTY COMMUNITY HEALTH EXTRA PICKUPS X 4	10010565	\$240.00	\$3,380.00	\$3,380.00
WATER SYSTEM OFFICES	50541010	\$70.00	\$840.00	\$840.00
SOUTH FAYETTE WATER PLANT	50543041	\$70.00	\$840.00	\$840.00
CROSTOWN WATER TREATMENT PLANT	50543031	\$90.00	\$1,080.00	\$1,080.00
LAKE HORTON	50541017	\$230.00	\$2,760.00	\$2,760.00
LAKE MCINTOSH	50541017	\$230.00	\$2,760.00	\$2,760.00
SHERIFF'S OFFICE & TRAINING CENTER	10030310	\$350.00	\$4,200.00	\$4,200.00
FAYETTE COUNTY JAIL	10030326	\$415.00	\$4,980.00	\$4,980.00
JUDICIAL CENTER	10020090	\$230.00	\$2,760.00	\$3,500.00
PUBLIC DEFENDER	10010565	\$70.00	\$840.00	\$840.00
TOTAL BID PRICE		\$5,085.00	\$62,325.00	\$63,185.00
CHARGE FOR ADDITIONAL PICK-UPS, UPON REQUEST, IF ANY		\$125.00	\$125.00	\$125.00

FAYEITE SENIOR CENTER- THIS LOCATION SHALL BE BILLED DIRECTLY TO & PAID BY SENIOR CENTER		\$120.00	\$1,440.00	\$1,440.00
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FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: AM WASTE OG GEORGIA	Contract Number: 2540-A
Mailing Address:	Contract Description or Title: A WASTE DISPOSAL SERVICE
City, St, Zip Code:	Contract Term (Dates) From: 7/1/2026 – current
Office Phone Number:	Task Order Number:
Cell Number:	New Contract Name or Renewal Number:
E-Mail Address:	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

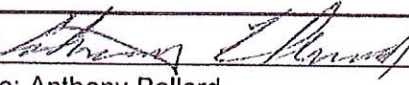
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products			X		
3. Quality of work		X			
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time			X		
9. Adherence to contract budget and schedule			X		
10. Other (specify):			X		
11. Overall evaluation of contractor performance			X		

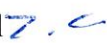
EVALUATED BY

Signature: 	Date of Evaluation: 03/09/2026
Print Name: Anthony Ballard	Department/Division: Building & Grounds Maintenance
Title: Assistant Director Building Maintenance	Telephone No: 770-320-6000

Administrator's Report: R



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess 
 From: Tamia Carnell 
 Date: April 30, 2026
 Subject: Contract 2532-P: Security Camera Sys Maint
 Renewal #1

A3 Communications Inc. contractor maintains the security camera systems for Fayette County facilities. The County entered into Contract 2532-P Security Camera Sys Maint for Fiscal Year 2026. This is an annual contract with four 12-month renewal options coinciding with the County's fiscal year. This request is for the approval of the first renewal.

The Marshals Department recommends renewing for FY2027. A Contractor Performance Evaluations is attached. (Attachment 1)

Specifics of the proposed contract are as follows:

Contract Name 2532-P: Security Camera Sys Maint
Contractor A3 Communications Inc.
Total Contract Amount: \$68,544.00

Requested Budget:

Organization Code	10070483	CODE ENFORCEMENT
Object Code	522236	SOFTWARE MAINTENANCE
Requested Amount	\$68,544.00	

Approved by: *  Date: 4/30/26

*Note: Approval is conditional upon funds being budgeted and approved in the Fiscal Year 2027 budget.

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION**COMPLETE ALL APPLICABLE INFORMATION**Company Name: **A3 Communications Inc.**Contract Number: **2532-P**Mailing Address: **2925 Shawnee Industrial Way, Suite 800**Contract Description or Title: **Security Camera Sys Maint**City, St, Zip Code: **Suwanee, GA 30024**Contract Term (Dates) From: **07/01/2025-06/30/2026**Phone Number: **803-744-5000**Task Order Number: **N/A**Cell Number: **N/A**Other Reference: **Renewal 1**

E-Mail Address:

mtaylor@a3communications.com**DEFINITIONS**

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

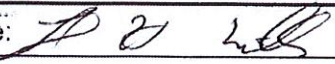
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time			X		
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: 	Date of Evaluation: 3/6/2026
Print Name: Lem Miller	Department/Division: Marshal's Office
Title: Chief Marshal	Telephone No: 770-305-5198

FAYETTE COUNTY, GA

NEXT YEAR BUDGET DETAIL REPORT

PROJECTION: 2027 FY 2027 BUDGET - ANNUAL FUNDS

ACCOUNTS FOR:
GENERAL FUND

10070483 522233	VEHICLE REPAIR SERVICES EXPENSES RELATED TO REPAIRS FOR 2 DEPARTMENTAL VEHICLES	VENDOR	QUANTITY	UNIT COST	2027 FINANCE
			1.00	1,000.00	1,000.00 *
10070483 522236	SOFTWARE MAINTENANCE COST OF SAGES ACCESS FOR PERMITTING. PRICE OBTAINED FROM LESLIE NIEBER, BUILDING SAFETY DIRECTOR.		1.00	5,312.35	74,156.35 *
	VIRTUAL ACADEMY USED FOR OFFICER TRAINING		1.00	300.00	5,312.35
	A3 SURVEILLANCE CAMERA MAINTENANCE CONTRACT.		1.00	68,544.00	68,544.00
10070483 523201	COMMUNICATION SERVICES CRADLEPOINT CONNECTIONS FOR 2 IN-CAR COMPUTERS.		1.00	1,200.00	1,200.00 *
					1,200.00
10070483 523202	POSTAGE COSTS ASSOCIATED WITH SENDING COMPLIANCE LETTERS, CITATIONS, AND OTHER CERTIFIED MAIL.		1.00	300.00	300.00 *
					300.00
10070483 523300	ADVERTISING SERVICES EXPENDITURES FOR ALCOHOL PUBLIC HEARINGS AND OTHER LEGAL ADS PUBLISHED IN LOCAL NEWSPAPERS.		1.00	100.00	100.00 *
					100.00
10070483 523400	PRINTING/BINDING SERVICES PRINTING PHAMPLETS, DOCUMENTS, AND OTHER ITEMS AS NEEDED		1.00	100.00	100.00 *
					100.00
10070483 523591	LODGING & MEALS EXPENSES FOR LODGING AND MEALS FOR THE GEORGIA ASSOCIATION OF CODE ENFORCEMENT CONFERENCE FOR 2 OFFICERS.		1.00	1,400.00	1,400.00 *
					1,400.00



Administrator's Report: S



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: July 15, 2026

Subject: Contract 27009-S: Fayette County Comprehensive Plan Five-Year Update

Local governments update their Comprehensive Plans in accordance with the rules of the Georgia Department of Community Affairs, Chapter 110-12-1. The rules state, "The highest and best use of comprehensive planning for local governments is to show important relationships between community issues." Toward this end, the City of Fayetteville and Fayette County staff worked together to identify a consulting firm that would meet the needs of both jurisdictions in developing their respective plan updates.

The City issued Request for Proposals #PZ740-01 to select a firm. Six firms submitted proposals, with the City determining that three were responsive:

Goodwyn Mills Cawood, LLC
 Blue Cypress Consulting, LLC
 Steps Economics & Policy, LLC

The county's Planning and Zoning Director and Chief Procurement Officer participated on the Evaluation Committee, and attended presentations made by the three firms. The proposal submitted by Blue Cypress Consulting, LLC received the best evaluation score. The Fayetteville City Council awarded a contract to Blue Cypress at their meeting of June 18, 2026.

Planning and Zoning recommends that Blue Cypress Consulting be awarded a contract to prepare the county's five-year plan. They have agreed, at the price of \$189,300.

A Contractor Performance Evaluation is attached for work they have done as a subcontractor on the Comprehensive Transportation Plan.

Specifics of the proposed contract are as follows:

Contract Name	27009-S: Fayette County Comprehensive Plan Five-Year Update
Contractor	Blue Cypress Consulting, LLC
Contract Type	Professional Service
Contract Amount	\$189,300.00

Budget:

Org Code	10070411	Planning & Zoning
Object	521316	Technical Services
Project	N/A	
Available	\$249,865.00	As of 7/15/2026

Approved By:  Date: 7/16/26

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Blue Cypress Consulting, LLC	Contract Number: 26031-P
Mailing Address: 125 Clairemont Ave., Suite 280	Contract Description or Title: 2026 Comprehensive Transportation Plan Update
City, St, Zip Code: Decatur, GA 30030	Contract Term (Dates) From: 1/23/2026 To: Completion
Phone Number: 470-322-5100	Task Order Number: N/A
Cell Number:	Other Reference: Blue Cypress Consulting, LLC is a sub-contractor
E-Mail Address:	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule	X				
2. Condition of delivered products	X				
3. Quality of work	X				
4. Adherence to specifications or scope of work	X				
5. Timely, appropriate, & satisfactory problem or complaint resolution	X				
6. Timeliness and accuracy of invoicing	X				
7. Working relationship / interfacing with county staff and citizens	X				
8. Service Call (On-Call) response time	X				
9. Adherence to contract budget and schedule	X				
10. Other (specify):					
11. Overall evaluation of contractor performance	X				

EVALUATED BY

Signature: <i>Paola Kimbell</i>	Date of Evaluation: 7/16/26
Print Name: Paola Kimbell	Department/Division: Public Works
Title: Transportation Engineer	Telephone No: 770-320-6041

EXPLANATIONS / COMMENTS

- Blue Cypress has continuously impressed County staff with the quality, timeliness, and professionalism of their work throughout the Comprehensive Transportation Plan 2026 Update. As a subcontractor to Gresham Smith, Blue Cypress has led the public engagement efforts for the project and has played a critical role. The public engagement process has been extensive, and Blue Cypress has consistently provided clear, detailed plans outlining responsibilities, schedules, and deliverables for all parties involved, including their own work. The quality and substance of their work have been impressive, particularly the project website and the graphics developed for surveys and public meetings. Blue Cypress continues to deliver high quality work, respond promptly to questions, and provide thoughtful solutions to challenges as they come up. Their communication and work has made them a great subcontractor on this project.

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

To: Steve Rapson

Through: Ted L. Burgess *T.B.*

From: Tamia Carnell *T.C.*

Date: March 23, 2026

Subject: **Contract 2531-P: Business Personal Property Compliance Audits
Renewal #1**

Mendola Consulting, LLC provides Business Personal Property Compliance Audit services for Fayette County. The County entered into Contract 2531-P: Business Personal Property Compliance Audits for Fiscal Year 2026. This is an annual contract with two 12-month renewal options coinciding with the County's fiscal year. This request is for the approval of the first renewal.

The Tax Assessor's Office recommends renewing for FY2027. A Contractor Performance Evaluation is attached. (Attachment 1)

Specifics of the proposed contract are as follows:

Contract Name: 2531-P: Business Personal Property Compliance Audits
Contractor: Mendola Consulting, LLC
Total Contract Amount: \$50,000.00

Requested Budget:

Organization Code	10010550	Tax Assessor
Object Code	521210	Auditing Services
Requested Amount	<u>\$50,000.00</u>	

Approved by: * *[Signature]* Date: 3/26/26

*Note: Approval is conditional upon funds being budgeted and approved in the Fiscal Year 2027 budget.

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Mendola Consulting, LLC	Contract Number: 2531-P
Mailing Address: 525 Clubhouse Dr. Suite 250	Contract Description or Title: Business Personal Property Compliance Audits
City, St, Zip Code: Peachtree City, GA 30269	Contract Term (Dates) From: 07/01/2025 To: Current
Phone Number: 404-512-7174	Task Order Number:
Cell Number:	Other Reference: Renewal 1
E-Mail Address: joe@mendolacpa.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products					X
3. Quality of work	X				
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens	X				
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: <i>Lee Ann Bartlett</i>	Date of Evaluation: 3/11/2026
Print Name: Lee Ann Bartlett	Department/Division: Assessors' Office
Title: Chief Appraiser	Telephone No: 770-305-5272

[illegible][illegible]

Administrator's Report: U



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *TJ*
 From: Tamia Carnell *TC*
 Date: March 31, 2026
 Subject: Contract 2388-P: Auditing Services
 Renewal #2 Auditing Services

The County entered a contract 2388-P: Auditing Services for Fiscal Year 2024. This is an annual contract coinciding with the county's fiscal year. The contract has four 12-month renewal options. This request is for the approval of the second renewal.

The Finance Department recommends renewal for Fiscal Year 2027. The Contractor Performance Evaluation is attached for the second renewal period.

Specifics of the proposed contract are as follows:

Contract Name	2388-P: Auditing Services		
Contractor	Nichols, Cauley & Associates, LLC		
Contract Amount	\$65,000 (Third Year)		
Requested Budget:			
Department	Finance	Water System	Sheriff's Office (single audit)
Org Code	10010510	50541010	10030310
Object	521210	521210	521210
Requested Amt.	\$33,275.00	\$27,225.00	\$4,500.00

Approved by: * *[Signature]* Date: *4/1/26*

*Note: Approval is conditional upon funds being budgeted and approved in the Fiscal Year 2027 budget.

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Nichols, Cauley, & Associates, LLC	Contract Number: 2388-P
Mailing Address: 1300 Bellevue Ave	Contract Description or Title: Auditing Services
City, St, Zip Code: Dublin, GA 31021	Contract Term (Dates) From: 07/01/2025 To: Current
Phone Number: 478-595-1816	Task Order Number:
Cell Number: 478-275-1163	Other Reference: Renewal 2
E-Mail Address: dublin@nicholscauley.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule	X				
2. Condition of delivered products	X				
3. Quality of work	X				
4. Adherence to specifications or scope of work	X				
5. Timely, appropriate, & satisfactory problem or complaint resolution	X				
6. Timeliness and accuracy of invoicing	X				
7. Working relationship / interfacing with county staff and citizens	X				
8. Service Call (On-Call) response time	X				
9. Adherence to contract budget and schedule	X				
10. Other (specify):					
11. Overall evaluation of contractor performance	X				

EVALUATED BY

Signature: <i>Sheryl Weinmann</i>	Date of Evaluation: 3-10-2026
Print Name: Sheryl Weinmann	Department/Division: Finance
Title: CFO	Telephone No: 770-305-5186

Administrator's Report: V



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Tamia Carnell *TC*

Date: June 4, 2026

Subject: Contract 26145-S: ClearGov Software

The Finance Department is requesting approval to enter into a new agreement with ClearGov, Inc. for budgeting software services beginning in FY2027. The software will provide the County with access to the ClearGov Platform, ClearGov Capital Budgeting, and ClearGov Digital Budget Book.

The scope of services includes activation, onboarding, training, financial data onboarding, implementation support, and access to the ClearGov subscription services. ClearGov will assign an Implementation Manager, assist with data discovery and data mapping, provide training resources, and support the Finance Department during implementation.

The initial service period will begin on July 1, 2026, and end on June 30, 2029. The service order includes a one-time setup fee of \$4,000.00 and annual subscription fees billed in advance. The total cost for the initial three-year term is **\$130,294.17**. The annual subscription service fee is subject to a 3% annual increase. The agreement also includes an auto-renewal provision after the initial term unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current annual term. The agreement includes an appropriations clause allowing the County to terminate in advance of any annual renewal if funds are not appropriated.

The Finance Department recommends approval of the agreement with ClearGov, Inc. A Contractor Performance Evaluation is not available since this is the first time contracting with ClearGov, Inc. Finance checked their references and results were favorable.

Specifics of the proposed contract are as follows:

Contract Name	26145-S: ClearGov Budgeting Software
Contractor	ClearGov, Inc.
Contract Amount	\$44,860.00 (First Year)

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

Fiscal Year	Billing Date	Amount	Description
FY2027	July 1,2026	\$44,860.00	One-time setup fee and Year 1 annual subscription
FY2028	July 1, 2027	\$42,085.80	Annual subscription fee
FY2029	July 1, 2028	\$43,348.37	Annual subscription fee

Budget:

Organization Code	37210510	Finance
Object Code	542410	Computer Software
Project	TBD	
FY27 Request	\$46,000	

Approved by: *  Date: 6/5/22

*Note: Approval is conditional upon funds being budgeted and approved in the Fiscal Year 2027 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____



Fayette County Reference Request.

From Matthew Hamby <matthew.hamby@flowerybranchga.org>
Date Thu 5/28/2026 10:33 AM
To Tamia Carnell <tcarnell@fayettecountyga.gov>

You don't often get email from matthew.hamby@flowerybranchga.org. [Learn why this is important](#)

External Email Be cautious of sender, content, and links

Good morning,

Fayette County is currently reviewing ClearGov, Inc. for budgeting software services, including budget development and digital budget book functionality. Your organization was provided as a reference for ClearGov, Inc.

If you would, please answer the following questions as they pertain to the firm listed above:

1. **Brief Project Description:**

We currently utilize ClearGov's budget platform, budget book module, Strategic Planning module, Personal module, capital project module and transparency portal. We originally started with the Budget platform, budget book platform and capital project platform. We added the Strategic planning module when they rolled it out and just recently added the personal module.

2. **Was ClearGov the primary software provider for the services listed above?**

☐ Yes ☐ No ☐ If no, please explain: _____

Please rate the following questions on a scale of 1–5, with 5 being the best:

- Quality of work 5
- Adherence to specifications or scope of work 5
- Problem solving 5
- Working relationship 5
- Service call response time 5
- Deliverables performed on schedule _____
 - Completed work within the specified budget 5
 - Overall satisfaction with ClearGov: 5

Other comments:

I have utilized ClearGov for around 6 – 7 years and they have very responsive to any request and questions. Their products are always evolving and getting better. One thing I have enjoyed is sending them issues and request for changes to their products and they have always reached out and scheduled a call to understand my request and have always entertained ideas for implementation. ClearGov is by far one of the most responsive companies I have worked with.

If you would like to discuss further please feel free to contact me at 470-798-0524 or if you would like to see how we use the modules I am open to a teams call to show your team.

Thank you in advance for providing a reference for this vendor. Please return your reference by **May 29, 2026, at 12pm** via email to tcarnell@fayettecountyga.gov.

Thank you for your time and cooperation in this matter. Should you have any questions, please contact Tamia Carnell at (770) 305-7150



**FLOWERY
♦ BRANCH ♦**
Always Blooming!

Matthew Hamby, CRPF

Director of Finance

Matthew.Hamby@flowerybranchga.org

Direct: 470-798-0524

Fax: 770-967-6481

City of Flowery Branch

5410 Pine St.

Flowery Branch, GA 30542

flowerybranchga.org

REFERENCE REQUEST

Fayette County is currently reviewing ClearGov, Inc. for budgeting software services, including budget development and digital budget book functionality. Your organization was provided as a reference for ClearGov, Inc.

If you would, please answer the following questions as they pertain to the firm listed above:

1. **Brief Project Description:** Implementation of ClearGov operational budgeting, personnel budgeting, capital improvement planning, strategic planning and transparency products.

2. **Was ClearGov the primary software provider for the services listed above?**

☒ Yes ☐ No ☐ If no, please explain: _____

Please rate the following questions on a scale of 1–5, with 5 being the best:

- | | |
|--|----------|
| • Quality of work | <u>5</u> |
| • Adherence to specifications or scope of work | <u>4</u> |
| • Problem solving | <u>5</u> |
| • Working relationship | <u>5</u> |
| • Service call response time | <u>4</u> |
| • Deliverables performed on schedule | <u>4</u> |
| • Completed work within the specified budget | <u>5</u> |
| • Overall satisfaction with ClearGov: | <u>4</u> |

Other comments:

The ClearGov team is great. The product had a few shortcomings we weren't anticipating. The reporting out of the budgeting module isn't user friendly for non-finance people. Finance had to pull all of the data to respond to questions and massage it into an understandable format. The line-item budget detail (breakdown of individual contracts budgeted in our services accounts for example) could not be exported and imported into our financial system the way the salesperson had promised. Our IT team was able to eventually build a process for us to get that data out of ClearGov and into our financial system for departments' reference throughout the year. The transparency product isn't as customizable as we had hoped. The design process for our budget book, CIP, etc. is probably great for communications staff who design things all the time. It's a bit overwhelming for those of us not as creative.

Thank you in advance for providing a reference for this vendor. Please return your reference by **June 10, 2026, at 12pm** via email to tcarnell@fayettecountyga.gov.

Thank you for your time and cooperation in this matter. Should you have any questions, please contact Tamia Carnell at (770) 305-5150

REFERENCE REQUEST

Fayette County is currently reviewing ClearGov, Inc. for budgeting software services, including budget development and digital budget book functionality. Your organization was provided as a reference for ClearGov, Inc.

If you would, please answer the following questions as they pertain to the firm listed above:

1. Brief Project Description:

We have ClearGov operating budget, Digital Budget Book, Project Tracking and the Transparency Module.

2. Was ClearGov the primary software provider for the services listed above?

X ☐ Yes ☐ No ☐ If no, please explain: _____

Please rate the following questions on a scale of 1–5, with 5 being the best:

- Quality of work _____X_____
- Adherence to specifications or scope of work _____X_____
- Problem solving _____X_____
- Working relationship _____X_____
- Service call response time _____X_____
- Deliverables performed on schedule _____X_____
- Completed work within the specified budget _____X_____
- Overall satisfaction with ClearGov: _____X_____

Other comments:

The team was fabulous! The speed in getting the trial uploaded and all of the functions, major and minor expense classifications were too easy.

Thank you in advance for providing a reference for this vendor. Please return your reference by **June 10, 2026, at 12pm** via email to tcarnell@fayettecountyga.gov.

Thank you for your time and cooperation in this matter. Should you have any questions, please contact Tamia Carnell at (770) 305-5150

Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created By	Kristin Fine
Contact Phone	972-948-2999
Contact Email	kfine@cleargov.com

Order Date	May 28, 2026
Order Valid If Signed By	Jun 12, 2026

Customer Information					
Customer	Fayette County, GA	Customer Annual Budgeted Expenditures - All Funds Total		\$150,000,000	
Address	140 Stonewall Avenue	Contact	Amanda Schoonover	Billing Contact	Amanda Schoonover
City, St, Zip	Fayetteville, GA 30214	Title	Assistant CFO	Title	Assistant CFO
Phone	770-305-5200	Email	aschoonover@fayettecountyga.gov	Email	aschoonover@fayettecountyga.gov
				PO (Y/N)	

The Services you will receive and the Fees for those Services are:

Setup Services		Service Fees
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions		\$ 25,851.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions & Additional 1-Time Discounts		\$ (21,851.00)
Total ClearGov Setup Service Fee - Billed ONE TIME		\$ 4,000.00
Subscription Services		Service Fees
ClearGov Platform		
ClearGov Capital Budgeting		
ClearGov Digital Budget Book		
ClearGov Bundle Discount:		\$ (9,123.75)
Additional Discount		\$ (10,841.25)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 40,860.00

ClearGov will provide your Services according to this schedule:

Period	Start Date	End Date	Description
Setup	Jul 1, 2026	Jul 1, 2026	ClearGov Setup Services
Initial	Jul 1, 2026	Jun 30, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows:

Billing Date(s)	Amount(s)	Notes
Jul 1, 2026	\$44,860.00	One-Time Setup Fee & Year 1 Annual Subscription
Jul 1, 2027	\$42,085.80	Annual Subscription Fee
Jul 1, 2028	\$43,348.37	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms & Conditions		
Valid Until	Jun 12, 2026	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Rate Increase	3% per annum	The Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	Steve Rapson
Title	County Manager

ClearGov, Inc.	
Signature	Page 238 of 245
Name	Michael Mattson
Title	Chief Revenue Officer

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)			
Select Order Type for this Service Order	NL	If XS: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

ClearGov BCM Service Agreement

This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**"). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

- 1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
 - 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
 - 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
 - 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
 - 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
 - 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
 - 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
 - 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
 - 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) Service Usage & Licenses.

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) Term and Termination.

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) **Obligations.** Upon expiration or termination of this Agreement:

- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) **Data Ownership and License.**
 - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data

as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a **"Claim"**) arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS

ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the **"Receiving Party"**) may receive information from the other Party (the **"Disclosing Party"**) which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (**"Confidential Information"**). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term **"Confidential Information"** shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by

arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- 8.8) Modification. ClearGov shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: <http://www.ClearGov.com/terms-and-conditions>. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current Agreement.
- 8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

Ted Burgess

From: Amanda Schoonover
Sent: Friday, May 22, 2026 10:47 AM
To: Ted Burgess
Cc: Sheryl Weinmann; Sherry White
Subject: RE: ClearGov- New

Ted

The account code will be 37210510-542410, the project number has not been assigned yet.

Thank you,

Project: T B D

Amanda Schoonover

Assistant CFO | Fayette County

770-305-5112

aschoonover@fayettecountyga.gov



From: Ted Burgess <tburgess@fayettecountyga.gov>
Sent: Tuesday, May 19, 2026 10:25 AM
To: Amanda Schoonover <aschoonover@fayettecountyga.gov>
Cc: Sheryl Weinmann <sweinmann@fayettecountyga.gov>; Sherry White <swhite@fayettecountyga.gov>
Subject: RE: ClearGov- New

We have to include specific (Munis) budget locations in our memo's. I understand that the FY 2027 CIP designations have probably not been assigned yet, but if you would, please let me know the orgs & objects.

Ted L. Burgess
 Chief Procurement Officer
 Fayette County, Georgia
tburgess@fayettecountyga.gov
 (770) 305-5393

From: Amanda Schoonover <aschoonover@fayettecountyga.gov>
Sent: Tuesday, May 19, 2026 10:22 AM
To: Ted Burgess <tburgess@fayettecountyga.gov>
Cc: Sheryl Weinmann <sweinmann@fayettecountyga.gov>; Sherry White <swhite@fayettecountyga.gov>
Subject: Re: ClearGov- New

The first year of funding will be with the FY2027 CIP. The following years will be in our M&O budget.

Thank you,

Amanda Schoonover

Assistant CFO | Fayette County

770-305-5112

aschoonover@fayettecountyga.gov

From: Ted Burgess <tburgess@fayettecountyga.gov>

Sent: Tuesday, May 19, 2026 10:17:07 AM

To: Amanda Schoonover <aschoonover@fayettecountyga.gov>

Cc: Sheryl Weinmann <sweinmann@fayettecountyga.gov>; Sherry White <swhite@fayettecountyga.gov>

Subject: FW: ClearGov- New

Amanda,

Next move is ours. We will write the customary email for Steve R. to approve. Then we can draw up the contract and send to ClearGov for signature.

Where are the funds budgeted?

Ted L. Burgess

Chief Procurement Officer

Fayette County, Georgia

tburgess@fayettecountyga.gov

(770) 305-5393

From: Amanda Schoonover <aschoonover@fayettecountyga.gov>

Sent: Tuesday, May 19, 2026 9:36 AM

To: Ted Burgess <tburgess@fayettecountyga.gov>

Cc: Sheryl Weinmann <sweinmann@fayettecountyga.gov>

Subject: ClearGov- New

Ted

We have been working with ClearGov over the last few weeks to determine if this would be a benefit to our department. With the most recent round of budget changes, Mr. Rapson approved the funding in the FY27 CIP for this software. I have attached the service order that we received from ClearGov. What are the next steps? They would like to have this signed by the end of the month, if possible.

Thank you,

Amanda Schoonover

Assistant CFO | Fayette County

770-305-5112

aschoonover@fayettecountyga.gov

