



**Bulloch County  
Board of  
Commissioners  
Regular Meeting**

**10.18.2016  
Estimated Time: 30 Minutes  
North Main Annex Community Room  
Statesboro, Georgia  
8:30 AM**

Meeting Function:	<b>Board of Commissioners</b>	Type of Meeting:	<b>Regular Meeting</b>
Meeting Chair:	<b>Chairman, Garret Nevil (Presiding)</b>	Recorder:	<b>Clerk of the Board, Olympia Gaines</b>
Parliamentarian:	<b>County Attorney, Jeff Akins</b>	Ex-Officio:	<b>Tom Couch, County Manager; Andy Welch, Assistant County Manager; Whitney Richland, Chief Financial Officer; Cindy Steinmann Management Analyst; Mike Rollins, Statesboro Parks and Recreation Director; Ted Wynn, Public Safety Director; Chief Deputy Jared Akins</b>

**General Business Agenda**

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	8:30 AM	
Invocation and Pledge of Allegiance	Commissioner Rushing	8:32 AM	
Roll Call	Clerk of the Board	8:34 AM	
Approval of General Agenda	Chairman Nevil	8:36 AM	
Public Comments	Audience	8:38 AM	
Consent Agenda	Chairman	8:40 AM	
To approve the minutes of the Regular Meeting held on October 4, 2016	Clerk of the Board		Tab A
To grant approval of 2017 alcoholic beverage renewal licenses for package retail beer and wine and pouring (beer/wine/liquor) sales to establishments with a current 2016 license	Clerk of the Board		Tab B
To authorize purchase order for the FY2017 computer equipment allotment bid	IT/Administration		Tab C
To approve the sealed bid package of \$6080.00 to Lewis Color Lithographers for the department Print Bid for Recreation Guides, postcards, and other brochures	Parks and Recreation		Tab D
To approve Liebert UPS service and support annual contract	E-911		Tab E
To approve equipment lease renewal with Pitney Bowles for three postage meters with a lease amount of \$1,527.27	Finance/Tax Commissioners/EMS		Tab F
New Business			
Discussion and/or Action: to approve a contract with Peek Pavement Marking, LLC for \$86,045.50 for restriping and STOP sign replacement on approximately 43.12 miles of various county roads.	Engineering	8:42 AM	Tab G

Discussion and/or Action: to approve a contract with PAR Builders for \$5900 and/or raising eighteen (18) drainage inlets In Glen Oaks and Hunter Pointe subdivisions.	Engineering	8:52 AM	Tab H
Commission and Staff Comments	Chairman Nevil, et al.	9:02 AM	
Adjourn	Chairman Nevil	9:04 AM	
<b>Additional Information:</b> None			
Background information in Board packets.			

October 4, 2016  
Statesboro, GA

### Special Called Meeting and Regular Meeting

The Board of Commissioners met at 4:00 pm in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Thompson gave the invocation and Pledge of Allegiance.

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Gibson, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, Commissioner Ethridge (4:25pm), and Commissioner Simmons (5:30pm). The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Assistant County Manager Andy Welch, Assistant Chief Financial Officer Kristie King, Zoning Administrator Randy Newman, Solid Waste Director Fred White, Management Analyst Cindy Steinmann, Purchasing Manager Faye Bragg, County Engineer Kirk Tatum, Statesboro-Bulloch Airport Director Kathy Boykin, Code Enforcement Officer Ricky Helton, Statesboro Parks and Recreation Director Mike Rollins, Buildings and Facilities Maintenance Director Bob Hook, Fire Chief Christopher Ivey, EMS Director Doug Vickers, Public Safety Director Ted Wynn, and Chief Deputy Jared Akins.

Chairman Nevil asked for changes or modifications to the General Agenda. Mr. Couch asked to modify the agenda by removing Brooklet Police Chief Doug Meyers under Public Comments, by adding a resolution declaring as unserviceable and authorizing the sale of a Ford F-460 AvGas Refueler Truck as item number six to the Consent Agenda, by deferring item number one under New Business until after the Zoning Agenda, and by adding the award of a contract for the additions to Splash in the Boro to Lavender & Associates, Inc. in the amount of \$5,683,270.00 as item number one under New Business.

After hearing no further modifications or amendments, Commissioner Gibson offered a motion to approve the General Agenda with the modifications requested by Mr. Couch. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley all voting in favor of the motion.

Chairman Nevil asked for public comments from the audience at large and in writing. Hearing none he stated the next item on the agenda was a Proclamation presented in honor of Red Ribbon Week to be celebrated October 23<sup>rd</sup> through October 31<sup>st</sup>, 2016.

Chairman Nevil stated the next item on the agenda was to approve the Consent Agenda as follows: (1) to approve the minutes of the Regular Meeting and Executive Session held on September 20, 2016; (2) to approve the work authorization for project design with W.K. Dickson for the following projects at the airport: Crack Seal and Re-mark Airfield with design fees in the amount of \$31,715.00; and Fuel Truck Containment Area with design fees in the amount of \$34,990.00 (See Exhibit #2016-163); (3) to approve a sole source purchase of an upgraded of the 911 Log-in Recorder from Quality Recording Solutions, LLC in the amount of \$118,849.32 (See Exhibit #2016-164); (4) to approve a sole source purchase of Hurst rescue tools for the Fire Department from Municipal Emergency Services in the amount of \$27,817.00 (See Exhibit #2016-165); (5) to approve rejection of the sole bid for replacing the roof of the old DFACS building from American Roofing in the amount of \$216,703, and to authorize rebidding the project (See Exhibit #2016-166); (6) to adopt a resolution declaring as unserviceable and authorizing the sale of a Ford F-450 AvGas Refueler truck (See Exhibit #2016-167).

Without further discussion, Commissioner Mosley offered a motion to approve the Consent Agenda as presented. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley all voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for discussion and/or action to award the contract for the additions to Splash in the Boro to Lavender & Associates, Inc. in the amount of \$5,683,270.00. He called on Recreation Director Mike Rollins to begin discussion on the matter. Mr. Rollins summarized negotiations with the low bidder, Lavender & Associates, Inc., to reduce the contract amount to \$5,683,270.00 (See Exhibit #2016-168). Mr. Rollins stated some of the proposed items will be deferred to a later time, but they will not have to cut anything out of the project. Without further discussion, Commissioner Thompson offered a motion to award the contract for the additions to Splash in the Boro to Lavender & Associates, Inc. in the amount of \$5,683,270.00, to authorize the use of AIA Document A141-2014 as the form of the contract, and to authorize the County Manager to execute the contract and to make any necessary modifications to the AIA form document. Commissioner Gibson seconded the motion and it carried unanimously

with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called for general comments or statements from the commissioners and staff. The commissioners thanked everyone for attending the meeting and the employees for all they do. Commissioner Ethridge thanked Mr. Rollins and the Parks and Recreation staff for the continued upkeep and maintenance of Splash in the Boro. Mr. Couch thanked the Board for their continued leadership. Hearing no further comments, Chairman Nevil called for a motion to recess until 5:30pm. Commissioner Rushing offered a motion to recess until 5:30pm. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called the meeting to order at 5:30pm and called for a motion to reconvene the meeting. Commissioner Ethridge offered a motion to reconvene the meeting. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the first item of business was approval of the Zoning Agenda. Commissioner Simmons offered a motion to approve the Zoning Agenda as presented. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Couch reviewed with the audience at large rules of decorum for public meetings and asked that those signed up to speak limit their comments to three minutes. Chairman Nevil called on Zoning Administrator Randy Newman to present the first item of business. Mr. Newman stated GA 16 Bulloch LLC had submitted an application to rezone 4,682.33 acres from AG-5 to Light Industrial for industrial uses. The property is located on Highway 67, parcel numbers 130 000001 000 and 142 000030 000. He stated the Planning and Zoning Commission had recommended denial with a 6-0 vote. He stated there were twenty people signed up to speak on the request (See Exhibit #2016-169).

Mr. Newman called on Attorney Laura Marsha with the law firm of Taulbee, Rushing, Snipes, Marsh, and Hodgin, LLC to begin the presentation on behalf of the applicant. Mrs. Marsh

reviewed several points about why the rezone request would be beneficial to the community and Bulloch County. She stated that false allegations and misinformation had been circulated concerning the proposed plans for the property. Alton Brown with Sligh Environmental Consultants Inc. stated a larger site such as this will allow for an alternative option to promote and market for larger employers. He stated before the land is developed, it would have to go through a permitting process. Ryan Thomas with Thomas and Hutton Engineering stated the location is critical due to its proximity to the port of Savannah and rail access. Mr. Thomas stated the property contained very large uplands, which makes the property viable with adequate drainage patterns.

Attorney Michael Classen spoke on behalf of the citizens of Bulloch Bay. He stated the citizens were in opposition to the property owner's desire to have the property rezoned. Mr. Classens stated the rezone request threatens the agricultural nature of the property and industrial growth should be directed to areas set aside for industrial expansion. Theresa Hackle expressed her opposition to the request and her concern about the potential for increases in traffic and accidents near and on her property. Ruth Green stated the request will negatively affect the environment, water supply and the rural nature of the land and expressed her concerns about the impacts on the Ogeechee and Altamaha Rivers. Greg Hammerstein stated this request will be detrimental to other property owners in the area, and he stated that the property owner has failed to provide specific future plans for the property.

Gene and Heidi Hammerstein were signed up to speak, but were not available for comments. Sid Jones expressed his opposition and reviewed several maps with sub-regions associated with the Coastal Georgia Water & Wastewater permitting plan for managing salt water intrusion. He stated the existing infrastructure cannot support the proposed development. Bea Jones deferred comments, but expressed opposition to the request. Gregory Futch stated the development will cost the County and taxes will be spent on road improvements and other infrastructure. Charlie Martin expressed his opposition and stated he is concerned with water usage and the environmental impacts. He stated impact studies should be done prior to development.

James Woodall, Dain Reams, Ronald Starling, Stan Elrick, and Pete Buresh all expressed opposition to the request and echoed similar concerns of other speakers. Emily Markesteyn with Ogeechee Riverkeeper expressed her opposition to the request and her concern with political pressures to approve the request. Daniel and Edna Strickland, Ann and Craig Mallory, Sondra

Ham, Annette Goodrich, San and Susan Sapp, and Ivan Goodrich also expressed their opposition to the request by echoing similar sentiments of previous speakers opposed to the request. Mr. Classen spoke again and stated that none of the citizens of Bulloch County have spoken in favor of the rezone request and asked the Board to listen to the citizens. Benjy Thompson, CEO of the Bulloch County Development Authority expressed his support of the request and stated the rezone would give the County a chance to market and promote the land for more industrial growth.

After some discussion, Commissioner Thompson stated there were still many unknowns and offered a motion to deny the rezone of 4,682.33 acres from AG-5 to LI for industrial uses. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil thanked the audience at large for a civilized meeting. He stated the next item on the agenda was for discussion and/or action to adopt a resolution authorizing execution of a lease agreement with the Association County Commissioners of Georgia (ACCG) and the issuance of Certificates of Participation. He called on Roger Murray, bond counsel with the law firm of Murray Barnes Finister LLP, and Todd Barnes, with the underwriter Raymond James, to initiate discussion. Mr. Barnes provided a brief review of the interest rate and financing options. Without further discussion, Commissioner Thompson offered a motion to adopt a resolution authorizing execution of a lease agreement with the Association County Commissioners of Georgia and the issuance of Certificates of Participation (See Exhibit #2016-170). Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil asked if there were any further comments from the commissioners or staff. Hearing no further comments from the Commissioners or staff, Chairman Nevil asked for a motion to adjourn. Commissioner Simmons offered a motion to adjourn the meeting. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Ethridge, Commissioner Rushing, Commissioner Thompson, Commissioner Simmons, and Commissioner Mosley all voting in favor of the motion.

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J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>DEPARTMENT MAKING REQUEST:</b>  Sheriff/Administration/County Clerk	<b>MEETING DATE: 10.18.2016</b>		
	<b>RESOLUTION ATTACHED?</b>	<b>YES</b>	<b>NO</b>
			<b>x</b>

**REQUESTED MOTION OR ITEM TITLE:**  
  
To grant alcoholic beverage 2017 renewal licenses for package retail beer and wine, and pouring (beer/wine/liquor) to establishments with a current 2016 license.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**  
  
Please see the attached list. Recommends approvals.

<b>AGENDA CATEGORY (CHECK ONE)</b>		<b>FINANCIAL IMPACT STATEMENT</b>					
<b>PRESENTATION</b>		<b>BUDGETED ITEM?</b>	<b>YES</b>	<b>N</b>	<b>AMENDMENT REQUIRED?</b>	<b>YES</b>	
			<b>NO</b>			<b>NO</b>	<b>x</b>
<b>PUBLIC HEARING</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED:</b>					
<b>CONSENT</b>	<b>x</b>						
<b>NEW BUSINESS</b>							
<b>OLD BUSINESS</b>							
<b>OTHER</b>							

<b>APPROVED FOR AGENDA</b>											
<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
<b>YES</b>		<b>YES</b>		<b>YES</b>		<b>YES</b>	<b>x</b>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>
<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>	
<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL ODG</b>		<b>INITIAL</b>	<i>JG</i>	<b>INITIAL</b>	<i>[Signature]</i>
<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>	10/10/16	<b>DATE</b>	10/13/16	<b>DATE</b>	10.13.16

<b>COMMISSION ACTION AND REFERRAL (Box 9)</b>	
<b>APPROVED</b>	<b>DATE TO BE RETURNED TO AGENDA</b>
<b>DENIED</b>	
<b>DEFERRED</b>	<b>NOTES</b>
<b>OTHER</b>	

## 2017 ALCOHOL LICENSE – RENEWALS

### RECOMMENDATION: APPROVAL

**10-18-2016**

#### **OFF-PREMISES**

301 Food and Gas-Vatsal Pithwa & Bindiya Pithwa

Blue Sky Trading Inc-Ghanshayambahi J Patel & Mehul Jagdish Patel

Mill Creek #1-Mehul Patel

Stilson Country Store-Gerald Forehand

Five Points Store Inc.- Lindsay Martin

Tobacco & More # 2-Pervez Chaudhry

Zip-N-Food # 12- Meenaben Patel

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1)  IT/Administration for Various Departments	MEETING DATE 10/18/2016		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)  
  
Authorize purchase order for the FY 2017 computer equipment allotment bid.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)  
  
Upon approval of the Q1 spending lets, the type and volume of computer equipment was authorized under a bundled bid. All computer equipment is authorized under SPLOST for Clerk of the Board, Solicitor, Tax Commissioner, Engineering, Building and Zoning, Adult Probation, BCCI, Elections and Recreation. Submitted bid packages were turned over to Assistant County Manager, Andy Welch, who then turned submitted bid packages over to the County's IT Dept., Georgia Technologies, for review. David Rogers with Georgia Technologies has made a recommendation to accept the bid offer from Hypertec USA, Inc. with the alternate MS Office Home & Business 2016 for a total bid price of \$24,893.98.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)				
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	X	AMENDMENT REQUIRED? (7b)	YES
			NO			NO
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)				
CONSENT (6c)	X	Attached is a copy of the specs for computer equipment, bid tabulation and bid form from Hypertec USA, Inc.				
NEW BUSINESS (6d)						
OLD BUSINESS (6e)						
OTHER (6f)						

APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING MANAGER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES	✓	YES	✓	YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL <i>JMB</i>		INITIAL <i>CS</i>		INITIAL <i>QD</i>		INITIAL <i>QPa</i>		INITIAL	
DATE		DATE 10/03/2016		DATE 10.13.16		DATE 10.13.16		DATE 10/13/16		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)	
APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

## Computer Equipment Specifications for FY17 Bidding

Quantity: 11 LED Flat Screen Monitors		
Deviations from specifications below must be noted on the Exceptions to Specifications Sheet.		
Manufacturer	same manufacturer required for entire quantity and manufacturer of monitors must be the same as the manufacturer of computers	Required
Display	Viewable Display Size Range: 21.5" - 24"	Within Range Specified
Resolution	1920 x 1080	Minimum Requirement
Audio	Integrated or Speaker Bar Mounted to Monitor	Required
Inputs	1 HDMI or Display Port, <u>and</u> 1 DVI or VGA	Minimum Requirement
Warranty	3-Year Hardware	Minimum Requirement

Quantity: 20 Intel-based Computers		
Deviations from specifications below must be noted on the Exceptions to Specifications Sheet.		
Style	Business Class Small Form Factor Computer	Required
Manufacturer	Dell OptiPlex Series same manufacturer required for entire quantity	Preferred Manufacturers
Processor	Intel® Core™ i5-6500	Minimum Requirement
Memory	8GB 1600MHz DDR3 RAM	Minimum Requirement
Hard Drive	500 GB SATA 7200 RPM	Minimum Requirement
Ethernet	Integrated Intel 10/100/1000 Ethernet	Required
Video	1 HDMI or Display Port or DVI	Minimum Requirement
Chassis	6 USB Ports with 2 on front <u>and</u> 4 on back	Minimum Requirement
CD/DVD	DVD+/- RW Drive	Required
Operating Sys	Microsoft Windows 10 Professional with Windows 7 Professional Downgrade	Required
Productivity Software	N/A	N/A
Other	USB Keyboard and Mouse	Required
Warranty	3-Year Hardware	Minimum Requirement

<b>Quantity: 9 Intel-based Laptops</b>		
Deviations from specifications below must be noted on the Exceptions to Specifications Sheet.		
Style	Business Class Laptop	Required
Manufacturer	Dell Latitude Series same manufacturer required for entire quantity	Preferred Manufacturers
Screen Size	15.6"	Requirement
Processor	Intel® Core™ i5-4310	Minimum Requirement
Memory	8GB 1600MHz DDR3 RAM	Minimum Requirement
Hard Drive	500 GB SATA 7200 RPM	Minimum Requirement
Ethernet	Integrated Intel 10/100/1000 Ethernet	Required
Wireless	802.11AGN and Bluetooth	Required
CD/DVD	DVD+/- RW Drive (Internal or External)	Required
Operating Sys	Microsoft Windows 10 Professional with Windows 7 Professional Downgrade	Required
Productivity Software	N/A	N/A
Other	10 Key Numeric Keypad included on Laptop Keyboard (No external (USB) keypads)	Required
Warranty	3-Year Hardware	Minimum Required

<b>Quantity: 27 Microsoft Office Home &amp; Business 2016</b>		
Deviations from specifications below must be noted on Exceptions to Specifications Sheet.		
Productivity Software	Microsoft Office Home & Business 2016 (OEM or Retail)	Required

**MEMORANDUM**

Date: September 30, 2016  
 To: Tom Couch  
 From: Faye Bragg  
 Subject: Bid Opening FY 17 Computer Equipment Allotment

Sealed bids were opened in the Library/Conference Room 102 at 115 North Main Street on September 28, 2016 at 3:00 pm for the purchase of computer equipment for various County Departments.

Ads for the computer equipment were placed on the County's website, GLGA, Georgia Procurement Registry, and in the *Statesboro Herald* on September 13, 2016. Four (4) bids were e-mailed as requested during solicitation.

For standardization purposes vendors were specifically asked to bid on Dell OptiPlex Series computers. The alternate for Microsoft Office Home & Business was priced separately to determine whether purchasing as part of the package or investing in an annual subscription would be the best deal for the County.

Six (6) bids were received:

Vendor Name	11 LED Flat Screen Monitors	20 Intel-based Computers	9 Intel-based Laptops	Alternate 27 MS Office H&B 2016	Total Project Cost with Alternate	Total Project without Alternate	Brand
Hypertec USA, Inc.	\$1,702.58	\$11,228.60	\$6,800.40	\$5,162.40	\$24,893.98	\$19,731.58	Dell
SHI International Corp	\$1,505.79	\$12,489.60	\$8,338.68	\$4,620.24	\$26,954.31	\$22,334.07	Dell
GHA Technologies	\$1,374.12	\$11,436.80	\$9,627.57	\$5,314.41	\$27,752.90	\$22,438.49	Dell
Aprisa Technology	\$2,266.00	\$13,560.00	\$8,496.00	\$5,346.00	\$29,668.00	\$24,322.00	Dell
CDI Computers	\$2,341.57	\$14,263.80	\$9,433.53	\$5,967.00	\$32,005.90	\$26,038.90	HP
PTSI	\$1,892.00	\$16,280.00	\$9,279.00	\$5,524.74	\$32,975.74	\$27,451.00	Lenovo

All vendors submitted the requested Non-Collusion Affidavits and Vendor Declarations with the bid packets.

Bid opening attendees: Andy Welch, Cindy Steinmann and Faye Bragg.

All bids were turned over to Andy Welch for review and agenda submission.

# Bid Form

The Purchaser reserves the right to reject any or all bids and to waive technicalities and informalities in bids, to accept in whole or in part, such bid or bids that may be deemed in the best interest of the purchaser.

## 1. Eleven (11) LED Flat Screen Monitors

Brand Bid: Dell E2316H with Dell AC511 Soundbar

Does your bid comply with our specifications for monitors being bid? (If no, use exceptions to specifications sheet)  Yes  No

Cost for each Monitor: \$ 154.78 X 11 = \$ 1,702.58  
Shipping Cost (if any) \$ \_\_\_\_\_  
Total Cost for 11 monitors and shipping \$ 1,702.58  
Expected Delivery Date: 10 days ARO

## 2. Twenty (20) Intel-based Computers

Brand Bid: Dell Optiplex 3040

Does your bid comply with our specifications for Intel-based Computers being bid? (If no, use exceptions to specifications sheet)  Yes  No

Cost for each Computer: \$ 561.43 X 20 = \$ 11,228.60  
Shipping Cost (if any) \$ \_\_\_\_\_  
Total Cost for 20 Computers and shipping \$ 11,228.60  
Expected Delivery Date: 10 days ARO

## 3. Nine (9) Intel-based Laptops

Brand Bid: Dell Latitude 3570

Does your bid comply with our specifications for Intel-based Laptops being bid? (If no, use exceptions to specifications sheet)  Yes  No

Cost for each Computer: \$ 755.60 X 9 = \$ 6,800.40  
Shipping Cost (if any) \$ \_\_\_\_\_  
Total Cost for 9 Computers and shipping \$ 6,800.40  
Expected Delivery Date: 10 days ARO

**4. Twenty Seven (27) Microsoft Office Home & Business 2016 (Add Alternate: The purchaser may or may not choose to purchase the productivity software)**

Brand Bid: Microsoft Office Home & Business 2016

Does your bid comply with our specifications for MS Office Home & Business 2016? (If no, use exceptions to specifications sheet)  Yes  No

Cost for each Bundle: \$ 191.20 X 27 = \$ 5,162.40  
Shipping Cost (if any) \$ \_\_\_\_\_  
Total Cost for 27 Software Bundles and shipping \$ 5,162.40  
Expected Delivery Date: 10 days ARO

Bidder acknowledges receipt of the following addendums, if any: \_\_\_\_\_.

Company Name: Hypertec USA, Inc. (Hypertec Direct)

Company Address: 1868 E Broadway Rd, Tempe, AZ 85282

Signature of Representative:  \_\_\_\_\_

Printed Name of Representative: Mike Marracino

Title: Sr. VP & GM

Telephone Number: 480-626-9000

Fax Number: 480-626-9001

E-mail Address: bidsus@hypertec.com

Date: 9/26/2016

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

**DEPARTMENT MAKING REQUEST (Box 1)**  
Statesboro Bulloch County Parks and Recreation

**MEETING DATE (Box 2)** October 18, 2016

<b>RESOLUTION ATTACHED? (Box 3)</b>	<b>YES</b>	
	<b>NO</b>	

**REQUESTED MOTION OR ITEM TITLE (Box 4)**

To approve the sealed bid package of \$6080.00 to Lewis Color Lithographers for the department Print Bid for Recreation Guides, postcards and other brochures

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)**

See attached.

**AGENDA CATEGORY  
(CHECK ONE) (Box 6)**

**FINANCIAL IMPACT STATEMENT (Box 7)**

<b>PRESENTATION (6a)</b>		<b>BUDGETED ITEM? (7a)</b>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>AMENDMENT REQUIRED? (7b)</b>	<b>YES</b>	
			<b>NO</b>	<input type="checkbox"/>		<b>NO</b>	<input checked="" type="checkbox"/>
<b>PUBLIC HEARING (6b)</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED (7c)</b>					
<b>CONSENT (6c)</b>	<input checked="" type="checkbox"/>	110-61101-52.3400	\$6080.00				
<b>NEW BUSINESS (6d)</b>							
<b>OLD BUSINESS (6e)</b>							
<b>OTHER (6f)</b>							

**APPROVED FOR AGENDA (Box 8)**

<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>
<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
<b>INITIAL</b>	<i>UR</i>	<b>INITIAL</b>	<i>HMB</i>	<b>INITIAL</b>		<b>INITIAL</b>	<i>OUS</i>	<b>INITIAL</b>	<i>Q/Sa</i>	<b>INITIAL</b>	<i>W</i>
<b>DATE</b>	<i>9/28/16</i>	<b>DATE</b>	<i>09/13/2013</i>	<b>DATE</b>		<b>DATE</b>	<i>10.13.16</i>	<b>DATE</b>	<i>10/13/16</i>	<b>DATE</b>	<i>10.13.16</i>

**COMMISSION ACTION AND REFERRAL (Box 9)**

<b>APPROVED</b>		<b>DATE TO BE RETURNED TO AGENDA</b>
<b>DENIED</b>		
<b>DEFERRED</b>		<b>NOTES</b>
<b>OTHER</b>		

# REQUISITION

**BULLOCH COUNTY, GEORGIA**

DATE: 9/28/2016

TO: PURCHASING MGR  
Faye Bragg

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

		VENDOR QUOTATIONS							
		NO.1		NO.2		NO.3			
QUANTITY/UNIT	DESCRIPTION	ESTIMATED UNIT PRICE	ESTIMATED TOTAL PRICE	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION		
				LEWIS COLOR	\$6,080.00	SOUTH GA GRAPHICS	\$9,880.00	HARVARD PINNACLE	\$13,357.00
	BID PACKAGE ATTACHED								
	LESS DISCOUNTS	X							
	PLUS FRIEGHT	X							
	<b>TOTALS</b>	X		\$6,080.00		\$9,880.00		\$13,357.00	

REQUESTING DEPARTMENT *Broni Gainous*  
**PARKS & RECREATION**  
 DEPARTMENT HEAD/DISEGNEE *[Signature]*

NOTES

LOCATION : Sealed Bids made through Purchasing Agent.

DEPT. ACCOUNT NO.: **110-61101-52.3400**

AWARD TO: \_\_\_\_\_ LEWIS COLOR

PURCHASE ORDER NO.: \_\_\_\_\_

## M E M O R A N D U M

Date: September 15, 2016  
To: Tom Couch  
From: Faye Bragg  
Subject: Bid Opening for Recreation Department Print Bid

---

Sealed bids were opened in the Library/Conference Room 102 at 115 North Main Street on Thursday, September 15, 2016, at 3:00 pm for the Statesboro/Bulloch County Parks and Recreation Department print bid.

Eleven (11) bids were e-mailed on September 1, 2016 as well as being posted on the County's website and run in the *Statesboro Herald*. Two (2) bids were e-mailed as requested during solicitation.

Four (4) bids were received:

<b>Vendor</b>	<b>Total Cost</b>	<b>Vendor Declaration &amp; Non-Collusion Affidavit</b>
Lewis Color	\$6,080.00	Yes
Claxton Office Supply & Printing d/b/a South Georgia Graphics	\$9,880.00	Yes
Georgia Correctional Industries	\$13,693.80	Yes
Harvard Pinnacle Group Corp.	\$13,357.00	Yes

Bid opening attendees: Broni Gainous and Faye Bragg.

Bids were given to Broni for review and submission to the Board for award.

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
115 N MAIN STREET  
STATESBORO, GEORGIA 30458  
(912) 764-6245**

**INVITATION FOR BID  
SEASONAL PROGRAM BROCHURES  
STATESBORO-BULLOCH COUNTY PARKS AND RECREATION DEPARTMENT**

Sealed bids from suppliers will be received by the Bulloch County Board of Commissioners (herein after referred to as the County), by USPS mail, hand or service delivery to Bulloch County Board of Commissioners, Attn: Purchasing Manager, 115 N Main Street, Statesboro, Ga. 30458 until 3:00 P.M. legally prevailing time on September 15, 2016, for: Yearlong Offset Printing for the Statesboro-Bulloch County Recreation Department. Our goal is a contract with a guaranteed bid price for a one year period, with an option to renew the contract for two successive one year periods. This contract will begin October 1, 2016 and be in effect one year ending September 30, 2017. Actual bid opening will take place in the Bulloch County Commissioners North Main Annex Library/Conference Room 102, 115 North Main Street, Statesboro, GA 30458, on September 15, 2016, at 3:00 pm.

At the time and in the room noted above, the bids for each commodity will be publicly opened and read. No extension of the bidding period will be made.

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers will be at the bidder's risk. Late bids shall not be considered. Faxed or emailed bids are not accepted for sealed bids.

Contract, if awarded, will be made to one company. No bid may be withdrawn for a period of sixty (60) calendar days after time has been called on the date of opening.

The Commissioners reserve the right to reject any or all bids and to waive technicalities and informalities.

There is a **check list on page 13** that lists items that must be returned in the sealed bid package. Failure to return any of the items listed will be just cause for not accepting the sealed bid.

Local Buying Preference: Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so because there is an obligation to the taxpayers to use our financial resources wisely.

A local vendor is considered any offeror who can provide evidence to the Purchasing Department of meeting all of the following criteria in response to a quotation or bid:

- Having a principal business location within the county for a minimum of six (6) months prior to the issuance of a bid solicitation (a principal business location is defined as a corporation, limited liability company, partnership or sole proprietorship that maintains

**4. WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of (60) sixty calendar days after time has been called on the date of opening.

**5. AWARD OF CONTRACT:** Award will be made to that responsible bidder whose bid, conforming to the invitation for bid, will be most advantageous to the County, price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. Contract if awarded, will be made to one company.

**6. EXCEPTIONS TO SPECIFICATIONS:** Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform should so note on the Exception to Specifications Sheet. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated.

**7. PAYMENT:** Payments will be made upon completion of all work and acceptance by County on invoices submitted and approved by the proper County representative within (30) thirty calendar days receipt of invoice.

**7.1** Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. Certification will be furnished if requested.

**7.2** Vendor must furnish delivery receipt with invoice identifying this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order.

**7.3** Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. Tax exempt certification will be furnished if requested.

**8. INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

**9. REGULATORY AGENCIES:** Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

**10. ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that successful bidder will not assign, transfer, convey or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written

**20. PRIORITY STATUS:** Successful bidder will be required to give "priority service" on any County order or call for service.

**21. SUBSTITUTIONS:** Substitutions are not permitted without prior approval of the purchasing department. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

**22. COMPLIANCE:** The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the county's right to insist at any time on full compliance with any of the terms and conditions here in.

**23. QUESTIONS:** All questions concerning this invitation should be directed to the buyer whose name appears on the bottom of this page unless otherwise directed.

For additional information contact:

Design or other Specifications: Broni Gainous, Marketing/Comm. Coordinator, at 912.489.9086 or bgainous@bullochrec.com.

Procurement questions: Faye Bragg, Purchasing Manager, at fmbragg@bullochcounty.net

**SHIPPING COSTS, IF ANY SHALL BE INCLUDED IN BID PRICES**

Sealed bids must be mailed to the following address; no faxed or e-mailed bids are accepted for sealed bids.

Bulloch County Commissioners  
Attn: Purchasing Manager  
115 N Main Street  
Statesboro, GA 30458

**Print Job # 3: Tournament Brochure**

8.5 x 11 trifold brochure

4/4 Inks

80# gloss text

quantity: 2,500

Turnaround time from artwork submission should be 7-10 days.

\$ 275<sup>00</sup>

**Print Job # 4: Volunteer Brochure**

8.5 x 11 trifold brochure

4/4 Inks

80# gloss text

quantity: 1,000

Turnaround time from artwork submission should be 7-10 days.

\$ 200<sup>00</sup>

**Print Job # 5: AfterSchool Program Brochure**

8.5 x 11 trifold brochure

4/4 Inks

80# gloss text

quantity: 1,500

Turnaround time from artwork submission should be 7-10 days.

\$ 245<sup>00</sup>



**VENDOR DECLARATION**

The vendor understands, agrees and warrants:

That the vendor has carefully read and fully understands the full scope of the specifications.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to September 15, 2016, but may not be withdrawn after such date and time for a period of 60 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the vendor acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

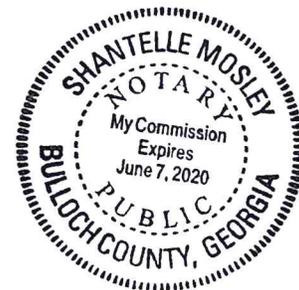
Thomas E. Jain President  
Name Title

\_\_\_\_\_  
Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 8 day of September 2016.

NOTARY PUBLIC Shantelle \_\_\_\_\_



## CHECK LIST

The items listed below must be completed and returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Pages 6 – 8 – Specifications & Bid Form
- 2. Page 9 – Exception to Specifications Sheet
- 3. Page 10 – Non-Collusion Affidavit
- 4. Page 11 – Vendor Declaration

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:

MEETING DATE: October 18, 2016

E-911

RESOLUTION ATTACHED?

YES

NO

X

REQUESTED MOTION OR ITEM TITLE:

Liebert UPS service and support yearly contract.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED: *During winter storm PAX our UPS went down and was replaced. It had 2-year service and support included. Now it is time to renew the contract, we also included the Liebert UPS at the tower site at Ash Branch. These 2 UPS' keeps the radio and 911 system up until the generator can engage and power the system. We can charge this to tower and City pays 1/3, county pays 2/3 and we bill BOE for part.*

AGENDA CATEGORY  
(CHECK ONE)

FINANCIAL IMPACT STATEMENT

PRESENTATION

BUDGETED ITEM?

YES

NO

AMENDMENT  
REQUIRED?

YES

NO

X

PUBLIC HEARING

ATTACH DETAILED ANALYSIS, IF NEEDED:

CONSENT

X

NEW BUSINESS

OLD BUSINESS

OTHER

APPROVED FOR AGENDA

DEPARTMENT  
DIRECTOR

PURCHASING  
OFFICER

OTHER

COUNTY  
CLERK

COUNTY STAFF  
ATTORNEY

COUNTY  
MANAGER

YES

✓

YES

✓

YES

YES

✓

YES

✓

YES

✓

NO

NO

NO

NO

NO

NO

NO

INITIAL

*KBurn*

INITIAL

*AMB*

INITIAL

INITIAL

*OWS*

INITIAL

*Opa*

INITIAL

*[Signature]*

DATE

DATE *10/13/2016*

DATE

DATE *10.13.16*

DATE *10/13/16*

DATE *10.13.16*

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED

DATE TO BE RETURNED TO AGENDA

DENIED

DEFERRED

NOTES

OTHER

SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	10/03/2016	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	E-911	Department Head	Kelly Barnard
VENDOR INFORMATION			
Vendor Name	JOE POWELL AND ASSOCIATES		
Street Address	6775 MEADOW LANE		
City	ALPHARETTA		
State and Zip Code	GA, 30005		
Telephone	770-781-0407		
Fax Number			
E-mail or Web Site Address	EPATRICK@JOEPOWELL.COM		
<p>We have a Liebert USP at the 911 Center and one at the tower at Ash Branch Church Road. This is a service and support contract for the 2 UPS'. The two-year service and support that covered the USP (it was purchased 2 years ago after Winter storm PAX) will be expiring. This contract will cover it for one year. The UPS allows our 911 center or tower to have uninterrupted power until the generator can engage and take over.</p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
X	<b>Exclusive Rights:</b> Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required).		
	<b>Replacement Parts, Equipment or Accessories:</b> Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
	<b>Technical Service:</b> Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
	<b>Continuation of Prior Work:</b> Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
	<b>Other:</b> Otherwise, due to special scientific, technological, or extraordinary specifications and circumstances, the goods or services is available from only one vendor.		
ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELIVERED FOB: BULLOCH COUNTY.			
IF THE PURCHASE IS \$10,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS			



## UNINTERRUPTIBLE POWER SYSTEMS NX MODELS WITH INTERNAL BATTERIES SCOPE OF WORK

### ESSENTIAL SERVICE (2)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% parts coverage (excluding air filters and proactive full bank capacitor replacement).
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Includes battery recycling as required, with documentation meeting EPA requirements.
- Includes one Annual Preventive Maintenance Service and one Semi-Annual Preventative Maintenance Service visit on the UPS and internal battery cabinet scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- Includes parts, labor and battery jars as required - up to 10% of the battery string per year (not accumulated over contract term).
- Performed by Liebert factory trained Customer Engineers.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

### SERVICE PERFORMED

#### **UPS Full Preventive Maintenance Service**

#### ***Semi-Annual Service***

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components. Check air filters for cleanliness.
3. Check module(s) completely for the following (if applicable):
4. Rectifier and inverter snubber boards for discoloration.
5. Power capacitors for swelling or leaking oil.
6. DC capacitor vent caps that have extruded more than 1/8".
7. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
8. Measure and record harmonic trap filter currents.

### ***Annual Service Includes the Above, Plus***

1. Check the inverter and rectifier snubbers for burned or broken wires.
2. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
3. Check fuses on the DC capacitor deck for continuity (if applicable).
4. With customer approval, perform operational test of the system including unit transfer and battery discharge.
5. Calibrate and record all electronics to system specifications.
6. Install or perform Engineering Field Change Notices (FCN) as necessary.
7. Measure and record all low-voltage power supply levels.
8. Measure and record phase-to-phase input voltage and currents.
9. Review system performance with customer to address any questions and to schedule any repairs.

### **Battery Full Preventive Maintenance Service**

#### ***Semi-Annual Service***

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple current.
4. Measure and record overall AC ripple voltage.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

### ***Annual Service Includes the Above, Plus***

1. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

### **Corrective Maintenance Performed as Required**

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

**Note1: Customer should check air filters monthly for cleanliness and replace as necessary.**

**Note2: Preventive Maintenance usually requires a shutdown to ensure electrical connection integrity.**

**Note3: All battery checks are recorded through the LDI reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through LDI.**

**Note4: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.**



Proposal for Service  
**Emerson Network Power** | Liebert Services

Sep 15, 2016

Bulloch County 911  
Multiple Locations  
Statesboro, GA, 30458

Sep 15, 2016

Bulloch County 911  
Multiple Locations  
Statesboro, GA, 30458  
Q02539417

Dear Don,

Thank you for your interest in Emerson Network Power, Liebert Services. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Emerson Network Power is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (770) 781-0407. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

*Erin Patrick*

6775 Meadow Lane  
Alpharetta, GA 30005

**PHONE** (770) 781-0407  
**FAX** (770) 242-9304  
**EMAIL** [epatrick@joepowell.com](mailto:epatrick@joepowell.com)

**Order** Q02539417

**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- Emerson maintains and follows all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

**Standard Maintenance Contracts :**

**Site #: 86992 - Bulloch County 911 – Ash Branch Church Rd**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1288195	NFINITY 4-16	NB20R0612600	1	ESSENTIAL (9/26/2016) - (9/25/2017)	\$1,684.10
1288197	NFIN MBC	NMBHW81	1	ESSENTIAL (9/26/2016) - (9/25/2017)	\$497.90

**Site #: 154871 - Bulloch County 911 – 17245 Hwy 301 North**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1685244	NX 20-30 INTBAT	38SB030C0CHX	2	ESSENTIAL (9/26/2016) - (9/25/2017)	\$4,094.00

**Total price not including tax: USD \$6,276.00**

*any tax required must be included in customer purchase order*

## UNINTERRUPTIBLE POWER SYSTEMS NFINITY SCOPE OF WORK

### ESSENTIAL SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% parts coverage (including internal batteries, excluding air filters and proactive full bank capacitor replacement.)
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Includes one Annual Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- Parts for KVA/Battery upgrades not included. Labor is included if performed during a scheduled PM.
- Performed by Liebert factory trained Customer Engineers.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

### SERVICE PERFORMED

#### **UPS Full Preventive Maintenance Service**

Record the phase to phase input voltages.

Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.

Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.

Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.

Inspect for broken, brittle, damaged, or heat stressed components and cables.

Clean any foreign material and dust from internal compartments.

Perform a status check of alarm circuits.

Perform an operational test of the system including unit transfer to and from bypass.

Perform an operational test of the system including unit transfer to and from battery.

Install or perform Engineering Field Modifications including firmware revisions as necessary.

Return the system to normal load and verify the output voltage.

Review system performance with customer to address any system questions.

**Note1: Preventive Maintenance usually requires a shutdown to ensure electrical connection integrity.**

**Order Number: Q02539417**

**Purchase Order must be assigned to:**  
Emerson Network Power, Liebert Services, Inc.  
610 Executive Campus Dr  
Westerville, OH 43082

**Payment remittance address:**  
Emerson Network Power, Liebert Services, Inc.  
PO Box 70474  
Chicago, IL 60673

FID# 43-1798453

**PO should be e-mailed or faxed with signed proposal to:**  
**Email: epatrick@joepowell.com**  
Fax: 770.242.9304

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  E-mail  Mail  Other \_\_\_\_\_  
 Accounts Payable Email \_\_\_\_\_@\_\_\_\_\_

**Billing frequency:**  Annually  Semi-annually  Quarterly **Payment Terms:**  10  30  45 days

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\* COVERAGE DETAILS \*\***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty(30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 45 days from the date of this Proposal unless otherwise noted. By acceptance of this Proposal, Buyer expressly manifests its assent to the Terms and Conditions of this Proposal, and agrees that if any provision of Buyer's Order or other document or communication from Buyer is inconsistent with any provision of these Terms and Conditions, regardless of the order or timing of the exchange of such document or communication, these Terms and Conditions shall prevail.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.  
Proposed By:

Accepted By:

Erin Patrick      9/15/2016  
Erin Patrick      Date

X \_\_\_\_\_  
Buyer Signature Required      Date

X \_\_\_\_\_  
Printed Name      Phone

## SERVICES TERMS AND CONDITIONS

Emerson Network Power Liebert Services, Inc. (the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

**1. PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

**2. TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

**3. TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payment or security satisfactory to Seller may be required by Seller for future performance of Services or provision of Parts. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance of Services and provision of Parts. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

**4. SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

**5. LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts, EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

**6. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.**

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business information, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

**7. INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Additional information related to the Insurance coverage provided by Seller can be found at [www.marsh.com/mof?client=0900](http://www.marsh.com/mof?client=0900).

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

**8. EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of

any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

**9. CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

**10. CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

**11. NUCLEAR/MEDICAL: SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.** Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

**12. ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

**13. INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

**14. BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: a) any Services not specified in Seller's quotation, Seller's order acknowledgment, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor; Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (iii) flooding, without limitation, failure to maintain facilities and equipment in a reasonable manner; (iv) failure to operate equipment in accordance with applicable specifications, and (v) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

**15. DRAWINGS:** Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

**16. EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

**17. NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.

**18. GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default of or any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of or any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Franklin, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

**19. ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Buyer personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

**20. INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.



## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

<b>DEPARTMENT MAKING REQUEST:</b>				<b>MEETING DATE:</b> 10.18.2016							
Finance, Tax Commissioners, EMS				<b>RESOLUTION ATTACHED?</b>		<b>YES</b>					
						<b>NO</b>	<b>X</b>				
<b>REQUESTED MOTION OR ITEM TITLE:</b>											
Approval of Equipment Lease Renewal											
<b>SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:</b>											
We were notified in September by Pitney Bowles of lease expirations for three postage meters assigned to the aforesaid departments. The lease is for a sixty-months subject to annual appropriations. This lease is part of a Georgia statewide contract. The service and equipment is satisfactory, and approval is recommended.											
<b>AGENDA CATEGORY</b>				<b>FINANCIAL IMPACT STATEMENT</b>							
(CHECK ONE)				<b>BUDGETED ITEM?</b>	<b>YES</b>	<b>X</b>	<b>AMENDMENT OR TRANSFER REQUIRED?</b>	<b>YES</b>			
					<b>NO</b>			<b>NO</b>	<b>X</b>		
<b>PRESENTATION</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED:</b> Attached is the current/expired lease, along with the new individualized leases for each machine. The cumulative monthly lease price has increased from \$1,479.00 monthly to \$1,527.27, a 3.2% increase.									
<b>PUBLIC HEARING</b>											
<b>CONSENT</b>	<b>X</b>										
<b>NEW BUSINESS</b>											
<b>UNFINISHED BUSINESS</b>											
<b>OTHER</b>											
<b>AGENDA ITEM REVIEW AND APPROVAL</b>											
<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
YES		YES	<input checked="" type="checkbox"/>	YES		YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL <i>AMB</i>		INITIAL		INITIAL <i>OWS</i>		INITIAL <i>Cph</i>		INITIAL <i>[Signature]</i>	
DATE		DATE 10/13/2016		DATE		DATE 10.13.16		DATE 10/13/16		DATE 10.13.16	
<b>COMMISSION ACTION AND REFERRAL</b>											
<b>APPROVED</b>		<b>DATE TO BE RETURNED TO AGENDA:</b>									
<b>DENIED</b>		<b>NOTES:</b>									
<b>DEFERRED</b>											



**Your Payment Plan**

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 578.92	\$ 1,736.76

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Your Signature Below**

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 8/16), which are available at [www.pb.com/statelocalmvtterms](http://www.pb.com/statelocalmvtterms) and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at [www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html](http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html). Those additional terms are incorporated by reference.

SWC-90791-001  
State/Entity's Contract #

\_\_\_\_\_  
Lessee Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Sales Information**

Account Rep Name 1	Split	Sales Rep ID	District Office	PBGFS Acceptance
Account Rep Name 2	Split	Sales Rep ID	District Office	PBGFS Acceptance



**Your Payment Plan**

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 369.43	\$ 1,108.29

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

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SWC-90791-001  
State/Entity's Contract # \_\_\_\_\_

\_\_\_\_\_  
Lessee Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Sales Information**

Account Rep Name 1	Split	Sales Rep ID	District Office	PBGFS Acceptance
Account Rep Name 2	Split	Sales Rep ID	District Office	PBGFS Acceptance



**Your Payment Plan**

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 578.92	\$ 1,736.76

*\*Does not include any applicable sales, use, or property taxes which will be billed separately.*

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Your Signature Below**

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SWC-90791-001  
State/Entity's Contract #

\_\_\_\_\_  
Lessee Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Sales Information**

Account Rep Name 1	Split	Sales Rep ID	District Office	PBGFS Acceptance
Account Rep Name 2	Split	Sales Rep ID	District Office	PBGFS Acceptance

PITNEY BOWES GLOBAL FINANCIAL SERVICES  
STATE & LOCAL TERM RENTAL AGREEMENT

2586536 406 - 408

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Agreement Number

Your Business Information

BULLOCH COUNTY COMMISSIONERS

Full Legal Name of Lessee <b>PO BOX 347</b>	DBA Name of Lessee <b>STATESBORD</b>	Tax ID # (FEIN/TIN) <b>GA 30459-0347</b>
Billing Address Street <b>Billing Contact Name</b>	City <b>Billing Contact Phone #</b>	State <b>Billing CAN #</b>
<b>115 N MAIN ST STE 200</b>	<b>STATESBORD</b>	<b>GA 30458-6705</b>
Installation Address (if different from billing address): Street	City	State <b>13318950204</b>
Installation Contact Name	Installation Contact Phone #	Installation CAN #
Credit Card #	Name on card	Exp date
Type of card		
Tax exempt #	State tax (if applicable)	Fiscal period (MM - YY)

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
1	Mail Stream Solution - 1	<input checked="" type="checkbox"/> Service Level Agreement
1	Connect+ 2000 Series	Tier 2 - Provides Standard SLA plus training and on-site replacement
1	Connect+ Series Meter w/P (NTF)	Complete Advantage (eligible items are indicated by #)
1	130/70 LPM Feature	<input type="checkbox"/> Software Maintenance
1	PreserXtra for Flats	<input checked="" type="checkbox"/> Self-Guard® Subscription - Protects postal and carrier up dates
1	USPS PreserXtra Rates	If you do not choose Self-Guard® protection with your lease, you will automatically receive updates at PB's current rates.
1	5 lb Interfaced Weighing	<input checked="" type="checkbox"/> MailMind® Subscription/Meter Rental - Provides simplified billing and includes postage rates
1	100 Dept Accounting	( ) Value Based Services
1	Color Graphics Printing	(#) Purchase Power/cash line
1	Connect+ 2000 Color Printer	<input type="checkbox"/> Permit Mail Payment Service - Allows you to consolidate all postal postage with other bill payments under one account. As a permit mail user, we need USPS forms 0001, 9802, 9803, 9804, along with the Permit Enrollment form, to activate your Permit Mail Payment service.
1	Standard Apps Center	
	Additional items on following page	

Your Payment Plan

Number of months	Monthly amount*	( ) Required advance check of \$ ( ) received
First 60	\$1,419 <i>41,419</i>	( ) Tax exempt certificate attached

\*Does not include any 3rd party charges or other plans trade after any applicable Initial Usage Period.

Your Signature

You agree to be bound by all the terms and conditions of this Term Rental Agreement (herein referred to as the "Agreement"), including those contained on page 2 and those located in the Pitney Bowes Terms, which are available at [www.pb.com/terms](http://www.pb.com/terms) (Version 07/11) and are incorporated by reference. The Agreement will be binding on PBGS only after PBGS has completed its credit and documentation approval process and an authorized PBGS employee signs below.

*Thomas M. Cook*      9-27-2011  
 Signature      Date

*Thomas M. Cook*      County Manager      *trmcook@bullochcounty.net*  
 Print Name      Title      E-mail Address

*Marcel R Lopez*      PBGS      *Salvatore Pouletta*  
 Account Rep.      District Office      PBGS Acceptance

**PITNEY BOWES GLOBAL FINANCIAL SERVICES  
STATE & LOCAL TERM RENTAL AGREEMENT**

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Agreement Number

**Your Business Information**

**BULLOCH COUNTY COMMISSIONERS**

<b>Full Legal Name of Lessee</b>	<b>EBA Name of Lessee</b>	<b>Tax ID # (FEIN/TIN)</b>	
PO BOX 347	STATESBORO	GA	30459-0347
<b>Billing Address - Street</b>	<b>City</b>	<b>State</b>	<b>Zip+4</b>
		15402390664	
<b>Billing Contact Name</b>	<b>Billing Contact Phone #</b>	<b>Billing CAN #</b>	
115 N MAIN ST STE 200	STATESBORO	GA	30458-5706
<b>Installation Address (if different from billing address): Street</b>	<b>City</b>	<b>State</b>	<b>Zip+4</b>
		13318950204	
<b>Installation Contact Name</b>	<b>Installation Contact Phone #</b>	<b>Installation CAN #</b>	
<b>Credit Card #</b>	<b>Name on card</b>	<b>Exp date</b>	<b>Type of card</b>
<b>Tax exempt #</b>	<b>State tax (if applicable)</b>	<b>Fiscal period (from - to)</b>	

**Your Business Needs**

1	Connect+ Drop Stacker
1	IntelliLink Subscription
1	15lb Scale Platform/Stand
1	Mail Stream Solution - 2
1	2 Station DI380 without OMR
1	Operator Training for DI380/DI425, 1 hour
3	Furniture - 1
1	45-1/2 in. Basic Table
1	Furniture Solutions Welcome Pack
3	Professional Installation
	Additional Items on following page





**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>DEPARTMENT MAKING REQUEST (Box 1)</b>	<b>MEETING DATE (Box 2) October 18, 2016</b>		
Engineering	<b>RESOLUTION ATTACHED? (Box 3)</b>		<b>YES</b>
			<b>NO</b> X

**REQUESTED MOTION OR ITEM TITLE (Box 4)**

Request that the Board approve a contract with Peek Pavement Marking, LLC for \$86,045.50 for re-striping and STOP sign replacement on approximately 43.12 miles of various county roads. The bid results are attached.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)**

For this project, the county solicited bids for re-striping in various areas of the county. This is part of a GDOT Supplemental LMIG project in which they will pay approximately 70% of the contract amount. The list of roads selected is attached.

<b>AGENDA CATEGORY (CHECK ONE) (Box 6)</b>		<b>FINANCIAL IMPACT STATEMENT (Box 7)</b>			
<b>PRESENTATION (6a)</b>		<b>BUDGETED ITEM? (7a)</b>	YES	<b>AMENDMENT REQUIRED? (7b)</b>	YES
			NO		NO
<b>PUBLIC HEARING (6b)</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED ( 7c)</b>			
<b>CONSENT (6c)</b>					
<b>NEW BUSINESS (6d)</b>	X				
<b>OLD BUSINESS (6e)</b>					
<b>OTHER (6f)</b>					

<b>APPROVED FOR AGENDA (Box 8)</b>											
<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
YES	X	YES	✓	YES	✓	YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL VKT		INITIAL JMB		INITIAL CS		INITIAL JS		INITIAL OJA		INITIAL [Signature]	
DATE 10/11/2016		DATE 10/13/2016		DATE 10.13.16		DATE 10.13.16		DATE 10/13/16		DATE 10.13.16	

<b>COMMISSION ACTION AND REFERRAL (Box 9)</b>	
<b>APPROVED</b>	<b>DATE TO BE RETURNED TO AGENDA</b>
<b>DENIED</b>	
<b>DEFERRED</b>	<b>NOTES</b>
<b>OTHER</b>	

NOTICE OF SOLICITATION: INVITATION TO BID  
BULLOCH COUNTY TRANSPORTATION IMPROVEMENT PROGRAM

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**TIME AND PLACE FOR SUBMISSION AND OPENING OF BIDS:** Vendors are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Purchasing Office. The original bid and supporting documents must be submitted in a sealed clearly marked envelope. The deadline for receipt of all bids is **September 23, 2016 @ 3:00 PM**, at which time the bids will be publicly opened and the cost components read and recorded at the Bulloch County North Main Annex, 115 N. Main St., Statesboro, Georgia 30458. The bid review team will then proceed to determine conformity with the specifications and other criteria. Upon the closure of the review, the bid review team will recommend selection of a vendor to the Board of Commissioners for final approval at their next subsequent regular meeting.

**Roads to be Re-stripped (2016 supplemental LMIG)**

	<u>Miles</u>
Old Register Rd	2.14
Harville Rd	6.98
Mud Rd	10.39
Country Club Rd	5.03
Johnny Brannen Rd	1.32
Magnolia Church Rd	2.06
Macedonia Rd	2.57
Mill Creek Rd	4.43
Stilson-Leefield Rd	4.26
Buck Thompson Rd	0.95
Gobar Landing Rd	2.38
Lagoon Rd	0.61

**Total 43.12**

**TERMS AND CONDITIONS OF PROCUREMENT**

**BID IDENTIFICATION:** The outside of the sealed envelope shall include the wording: Road Restriping Bid; Bid Opening: September 23, 2016 @ 3:00 PM; Attn: Purchasing Manager.

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete proposal information correctly. If in the opinion of the Bulloch County Board of Commissioners, the vendor is not in a position to perform the contract, the bid may be disqualified. The County reserves the right to waive any minor informality or irregularities.

Lawsuits/Bribery: Prospective vendors shall disclose any record of pending lawsuits, criminal violations and/or convictions, etc., conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided unless reduced to writing and distributed as a written addendum.

**MEMORANDUM**

Date: September 26, 2016

To: Tom Couch

From: Faye Bragg

Subject: Bid Opening for 2016 LMIG Re-striping, STOP Signs & STOP Bars

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Sealed bids were opened in the Library/Conference Room 102 on Friday, September 23, 2016 at 3:00 pm for roadway re-striping, STOP Signs and STOP Bars on approximately 43.12 miles of various county roads.

Three (3) bids were e-mailed September 9, 2016, as well as being posted on the County's website, GLGA, and GA Market Place. The project was also advertised in the *Statesboro Herald* on September 9 and September 16, 2016. Two (2) bids were e-mailed as requested during solicitation. An addendum was issued on September 16, 2016.

Three (3) bids were received:

<b>Vendor</b>	<b>Total Bid Price</b>	<b>Vendor Declaration &amp; Non-Collusion Affidavit</b>	<b>Bid Bond</b>	<b>Contractor E-verify Affidavit</b>
Peek Pavement Marking, LLC	\$86,045.50	Yes	Yes	Yes
Mid-State Striping, Inc.	\$88,410.50	Yes	Yes	Yes
NPR South, LLC	\$96,514.50	Yes	Yes	Yes

Bid opening attendees: Cindy Steinmann and Faye Bragg

**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>DEPARTMENT MAKING REQUEST (Box 1)</b>	<b>MEETING DATE (Box 2)</b> October 18, 2016		
Engineering	<b>RESOLUTION ATTACHED? (Box 3)</b>		<b>YES</b>
			<b>NO</b> X

**REQUESTED MOTION OR ITEM TITLE (Box 4)**

Request that the Board approve a contract with PAR Builders for \$5900 repairing and/or raising eighteen (18) drainage inlets in Glen Oaks and Hunters Point subdivisions. This work will be done in conjunction with 2016 LMIG resurfacing in the referenced subdivisions and will provide a smooth transition across the drop inlets.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)**

For this work, the county solicited written quotes from the asphalt contractor, East Coast Asphalt and PAR Builders.

<b>AGENDA CATEGORY (CHECK ONE) (Box 6)</b>		<b>FINANCIAL IMPACT STATEMENT (Box 7)</b>			
<b>PRESENTATION (6a)</b>		<b>BUDGETED ITEM? (7a)</b>	<b>YES</b>	<b>AMENDMENT REQUIRED? (7b)</b>	<b>YES</b>
			<b>NO</b>		<b>NO</b> X
<b>PUBLIC HEARING (6b)</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED (7c)</b>			
<b>CONSENT (6c)</b>		East Coast Asphalt - \$11,500.00 PAR Builders - \$5900.00			
<b>NEW BUSINESS (6d)</b>	X				
<b>OLD BUSINESS (6e)</b>					
<b>OTHER (6f)</b>					

**APPROVED FOR AGENDA (Box 8)**

<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
YES	X	YES	✓	YES	✓	YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL	VKT	INITIAL	JMS	INITIAL	CS	INITIAL	OD	INITIAL	Qfa	INITIAL	[Signature]
DATE	10/11/2016	DATE	10/13/2016	DATE	10.13.16	DATE	10.13.16	DATE	10/13/16	DATE	10.13.16

**COMMISSION ACTION AND REFERRAL (Box 9)**

<b>APPROVED</b>	<b>DATE TO BE RETURNED TO AGENDA</b>
<b>DENIED</b>	
<b>DEFERRED</b>	<b>NOTES</b>
<b>OTHER</b>	