



AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Jason Griffin, Chief of Police
DATE: Submitted on January 27, 2025, for February 19, 2025, Regular City Council Meeting

Signed by:

Jason Griffin

DE036403CE234DA...

AGENDA ITEM: Approval of a Services Agreement with ProLogics ITS, LLC to Install Emergency Equipment in New Police Vehicles.

SUMMARY:

The Contractor will provide and install emergency equipment in four (4) new patrol vehicles. ProLogics ITS will supply all equipment per the contract to install in each vehicle which includes materials, labor, and equipment. Pro Logics was the only bid that was received. The police department has used ProLogics in the past and have had no issues with their installations.

ALTERNATIVES:

If this contract is not approved, staff will continue to research and secure another provider, based on community needs.

PROCUREMENT SUMMARY (if applicable)

Purchasing method used: Bid Award-ITB (Over \$50,000)
Account Number: 300-3210-542202000
Requisition Total: \$47,039.81

REVIEW & APPROVALS:

Financial Review: Karen Ellis, Finance Director – February 10, 2025

Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – January 27, 2025

Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:

Karen Ellis

457550597460487...

DocuSigned by:

Steven Krokoff

9E6DD808EBB74CF...

ATTACHMENT(S):

Services Agreement

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov





SERVICES AGREEMENT
Police Vehicles – Emergency Equipment Installation

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, located at 2006 Heritage Walk, Milton, GA 30004, (hereinafter referred to as the "City"), and **PROLOGIC ITS, LLC**, a Georgia limited liability company, located at 106 Northpoint Pkwy, Bldg 2, Ste 350, Acworth, GA 30102, (herein after referred to as the "Contractor"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to retain Contractor to provide certain services in the completion of a Project (defined below); and

WHEREAS, Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit "A" – City Solicitation Documents

Exhibit “B” – Contractor Response/Proposal

Exhibit “C” – Scope of Work

Exhibit “D” – Contractor Affidavit

Exhibit “E” – Subcontractor Affidavit

B. Project Description. The “Project” at issue in this Agreement is generally described as: installation of emergency equipment in various Milton Police vehicles.

C. The Work. The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit “C”**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit “C”**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

D. Schedule, Completion Date, and Term of Agreement. Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement (“Term”) shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, within 120 days from the issuance of the Notice to Proceed by the City (provided that certain obligations will survive termination/expiration of this Agreement). If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent City’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by City.

II. WORK CHANGES

A. Change Order Defined. A “Change Order” means a written modification of the Agreement, signed by representatives of City and Contractor with appropriate authorization.

B. Right to Order Changes. City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by Contractor and City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by City in its sole discretion, City shall have the right to determine reasonable terms, and Contractor shall proceed with the changed work.

B. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of City and Contractor.

C. Authority to Execute Change Order. The City Manager has authority to execute, without further action of the Mayor or City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section III(B) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Maximum Contract Price (as amended) is in excess of \$50,000, must be approved by resolution of the Mayor and City Council. Amendments shall not result in a variance in price exceeding ten percent of the original contract amount.

III. COMPENSATION AND METHOD OF PAYMENT

A. Payment Terms. City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to City *before charges are incurred* and shall be handled through Change Orders as described in Section II above. City shall pay Contractor within thirty (30) days after approval of the invoice by City staff.

B. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **FORTY-SEVEN THOUSAND, THIRTY-NINE AND 81/100 DOLLARS (\$47,039.81)** ("Contract Price"), except as outlined in Section 4 above. The compensation for Work performed shall be based upon a flat fee, and Contractor represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's industry, Contractor will give written notice thereof immediately to the City.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor; Licenses, Certification and Permits. Contractor accepts the relationship of trust and confidence established between it and City, recognizing that City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit

of the timely and competent completion of the Work undertaken by Contractor under this Agreement. Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to City. This provision shall survive termination of this Agreement.

B. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's profession and industry, Contractor will give written notice immediately to City.

C. City's Reliance on the Work. Contractor acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Contractor and that, therefore, City bears no responsibility for Contractor's Work performed under this Agreement. Contractor acknowledges and agrees that the acceptance of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

D. Contractor's Reliance on Submissions by City. Contractor must have timely information and input from City in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by City, but Contractor shall provide immediate written notice to City if Contractor knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

E. Contractor's Representative. Paul Sprayberry **[INSERT NAME]** shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

F. Assignment of Agreement. Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Contractor shall be solely responsible for reimbursing them, and City shall have no obligation to them.

G. Responsibility of Contractor and Indemnification of City. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

H. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Contractor or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its

subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Work related to this Agreement.

Inasmuch as City and Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Contractor agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of City without the express knowledge and prior written consent of City.

I. Insurance.

- (1) Requirements: Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:
 - (a) Commercial General Liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence and \$2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Professional Liability of at least \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by

Contractor's errors, omissions, or negligent acts.

- (d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
 - (e) Commercial Umbrella Liability Coverage: \$ N/A per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
- (a) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage.
 - (i) Additional Insured Requirement. City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability

insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (ii) **Primary Insurance Requirement.** Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it.
 - (iii) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (iv) **Separate Coverage.** Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
 - (v) **Defense Costs/Cross Liability.** Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) **Subrogation.** The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.
- (b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.
- (c) All Coverages.
- (i) **Notice Requirement.** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
 - (ii) **Starting and Ending Dates.** Policies shall have concurrent starting and ending dates.

- (iii) **Incorporation of Indemnification Obligations.** Policies shall include an endorsement incorporating the indemnification obligations assumed by Contractor under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.
- (5) **Acceptability of Insurers:** The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- (6) **Verification of Coverage:** Contractor shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) **Subcontractors:** Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) **Claims-Made Policies:** Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) **City as Additional Insured and Loss Payee:** City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on

any Professional Liability policy or Workers' Compensation policy.

- (10) Progress Payments: The making of progress payments to Contractor shall not be construed as relieving Contractor or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

- (1) Contractor shall provide evidence on City-provided forms, attached hereto as **Exhibits “D” and “E”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit “D”**, and submitted such affidavit to City or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit “E”**, which subcontractor affidavit shall become part of the Contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was

correct and complete. Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Contractor or Contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. Contractor's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Contractor shall be liable for all damages and delays occasioned by City thereby.

Contractor agrees that the employee-number category designated below is applicable to Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] **[DESIGNATE/MARK APPROPRIATE CATEGORY]**

☐ 500 or more employees.

☒ 100 or more employees.

☐ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits.

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by Contractor in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit

findings have been resolved, whichever is later.

- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, Contractor shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.
- (3) Audits and Inspections: At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City or City's representative(s) for examination all Records. Contractor will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Contractor shall permit City or City's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

L. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify City. If City determines that a conflict of interest exists, City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

Contractor and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in

any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Contractor and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-Contractor under a contract to the prime Contractor or higher tier sub-Contractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

M. Confidentiality. Contractor acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Contractor acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

N. Reserved

O. Meetings. Contractor is required to meet with City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to City. Meetings will occur as problems arise and will be coordinated by City. City shall inform Contractor's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

P. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

Q. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Contractor ("Materials") shall be the property of City, and City shall be entitled to full access and copies of

all Materials in the form prescribed by City. Any Materials remaining in the hands of Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to City whether or not the Project or Work is commenced or completed; provided, however, that Contractor may retain a copy of any deliverables for its records. Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

R. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

S. Contractors Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Contractor to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Contractor shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Contractor shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor's employees, or the Contractor's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Contractor agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

V. COVENANTS OF CITY

A. Right of Entry. City shall provide for right of entry for Contractor and all necessary equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.

B. City's Representative. Sgt. Scott Mulvey shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section

II above.

VI. TERMINATION

A. **For Convenience.** City may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.

B. **For Cause.** Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Contractor within thirty (30) calendar days of Contractor providing City with notice of a delinquent payment and an opportunity to cure. In the event of Contractor's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Contractor fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Contractor for the costs of curing the default against any sums due or which become due to Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.

C. **Statutory Termination.** In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.

D. **Payment Upon Termination.** Upon termination, City shall provide for payment to Contractor for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Maximum Contract Price.

E. **Conversion to Termination for Convenience.** If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VI(A) above.

F. **Requirements Upon Termination.** Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by City.

G. Reservation of Rights and Remedies. The rights and remedies of City and Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. MISCELLANEOUS

A. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court.

D. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. Notices.

- (1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work shall be

exchanged between City's Representative (named above) for City and Contractor's Representative (named above) for Contractor.

- (2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO CITY shall be sent to:

Procurement Manager
City of Milton, Georgia
2006 Heritage Walk
Milton, Georgia 30004

NOTICE TO CONTRACTOR shall be sent to:

ProLogic ITS, LLC
Attn: Paul Sprayberry
106 Northpoint Pkwy, Bldg 2, Ste 350
Acworth, GA 30102

G. Waiver of Agreement. No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

I. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

J. Sovereign Immunity; Ratification. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

K. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Contractor or any successor in interest in the event of any default or breach by City or for any amount which may become due to Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal contractual liability, except where Contractor is a sole proprietor. The Parties agree that, except where Contractor is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Contractor or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers.

L. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

M. Force Majeure. Neither City nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

N. Material Condition. Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement

and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

[SIGNATURES ON FOLLOWING PAGE]

The Remainder of this Page is Intentionally Blank

IN WITNESS WHEREOF City and Contractor have executed this Agreement, effective as of the Effective Date first above written.

CONTRACTOR: PROLOGIC ITS, LLC


Signature: 

Print Name: Paul Sprayberry

Title: **[CIRCLE ONE]**

Member **Manager (LLC)**

Attest/Witness:

Signature: 

Print Name: Mandy Rusch

Title: Contracts and Proposals Manager

(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____

Print Name: _____

Title: City Clerk

Approved as to form:

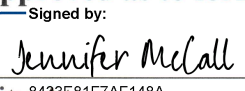
Signed by:  1/29/2025
City Attorney _____ Date

EXHIBIT “A”



City OF MILTON INVITATION TO BID (THIS IS NOT AN ORDER)

Bid Number:
ITB 25-PD01

Project Name
Police Vehicles – Emergency Equipment Installation

Due Date and Time: January 22, 2025 by 2:00 p.m. EST

**Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

Number of Pages: 33

ISSUING DEPARTMENT INFORMATION

Issue Date:
January 2, 2025

City of Milton
Police Department
2006 Heritage Walk
Milton, GA 30004

Phone: 678-242-2500

Website: www.miltonga.gov

INSTRUCTIONS TO BIDDERS

Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov
If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.

Mark Face of Envelope/Package:
Bid Number: ITB 25-PD01
Name of Company or Firm

Special Instructions:
Deadline for Written Questions
January 10, 2025 by 5:00 p.m.

Submit questions online via the BidNet Direct procurement portal at
www.miltonga.gov/finance/bids-rfps

BIDDERS MUST COMPLETE THE FOLLOWING

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder Federal I.D. Number:

Bidder E-mail Address:

BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

Table of Contents

<u>Topic</u>	<u>Page</u>
Invitation to Bid	3
Schedule of Events	4
Bidding Instructions (What must be submitted)	5
Insurance/Bond Requirements	6
Bid Form and Addenda Acknowledgement	10
Qualifications Signature and Certification	12
Corporate Certificate	12
List of Subcontractors	13
Contractor Affidavit and Agreement (eVerify)	14
Disclosure Form	16
Project Specifications	17
Bid Submittal Form	20
Sample Contract Agreement	21



Invitation to Bid ITB 25-PD01

The City of Milton is accepting sealed bids from qualified companies for the Police Vehicles – Emergency Equipment Installation project for the Milton Police Department. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed bids will be received no later than **2:00 PM Local Time on January 22, 2025**. Electronic bids shall be submitted online via BidNet Direct, the City's procurement portal, at www.miltonga.gov/finance/bids-rfps.

At approximately 2:30 P.M. Local Time on the day bids are received the bids will be publicly opened and the bidder's name and total bid amount will be read aloud at: City of Milton City Hall, 2006 Heritage Walk, Milton, GA 30004. **Link for the virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

Bids received after the above time **will not** be accepted.

Questions must also be submitted online in the same manner listed above for bids. **Deadline for questions is January 10, 2025, at 5:00 p.m.** Official answers to questions and potential changes to the ITB (Addendums) will be posted at the same web locations as the ITB on or about January 14, 2025. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City. It is the bidder's responsibility to check the websites for potential updates. Please refer to Bid (ITB 25-PD01) and bid name (Police Vehicles – Emergency Equipment Installation) when requesting information.

The City of Milton reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Milton.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is to be determined prior to the issuance of the "Notice to Proceed." If weather affects the required completion schedule, The City and selected contractor will negotiate a new completion date.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

EVENT

DATE

ITB Issue Date

January 2, 2025

Deadline for Receipt of Written Questions

5:00 PM on January 10, 2025

Posting of Written Answers by City to Websites on or about

January 14, 2025

ITB DUE

No Later than 2:00 P.M. on January 22, 2025

Tentative Contract Award (on/about)

February 19, 2025

Notice to Proceed (on/about)

To be coordinated with the Contractor

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.miltonga.gov>) FOR ADDENDA AND SCHEDULE UPDATES.

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid (Cover Sheet)	1
2	Bid Form and Addenda Acknowledgement (2 pages)	10-11
3	<i>*Intentionally blank*</i>	
4	Qualifications Signature and Certification	12
5	List of Subcontractors	13
6	Contractor Affidavit and Agreement (eVerify)	14
7	Disclosure Form	15
8	Bid Submittal Form	20

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter a lump sum price “purchasing contract” with one firm to be the primary supplier of the Police Vehicles – Emergency Equipment Installation, ITB 25-PD01.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as “no substitute” or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer’s number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The City shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The City reserves the right to cancel the contract at any time with 30 days’ written notice.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors' until fully paid for by the City.

All items to be bid FOB, Milton, Georgia. No sales taxes are to be charged.

Any damage to any vehicle or equipment incurred during the course of work shall be repaired at the Contractor's expense to the complete satisfaction of the City of Milton with no additional expense to the City.

EVALUATION

The City intends to evaluate the ITB on the lowest, responsible and responsive bidder.

Bids may be found nonresponsive at any time during the evaluation or contract process, if any of the required information is not provided; the submitted price is found to be inadequate; or the proposal is not within the specifications described and required in the ITB. If a bid is found to be non-responsive or non-qualified, it will not be considered further.

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City.

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella,

including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.

- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
- (a) General Liability and Automobile Liability Coverage.
 - (i) The City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or City Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
 - (vi) The insurer agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.

- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
 - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

COST OF PREPARING A BID

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the City of Milton.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

TO: PURCHASING OFFICE
CITY OF MILTON
MILTON, GEORGIA 30004

Ladies and Gentlemen:

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

Bid Number ITB 25-PD01 Police Vehicles – Emergency Equipment Installation

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Milton in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued.

If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of _____ Dollars (\$ (Five Percent of Amount Bid)).

If this bid shall be accepted by the City of Milton and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Milton may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Milton as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.

Date viewed

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____, 20____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

Signature: _____

Print Name: _____

Title: _____



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title)_____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____

_____(Seal)
(Signature)



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name:_____



BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA CITY OF MILTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

eVerify Number

Date of Authorization

Name of Contractor

Police Vehicles – Emergency Equipment
Installation
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that
the foregoing is true and correct.

Executed on _____, _____, 20____ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer
or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:



DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder _____

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

PROJECT SPECIFICATIONS

The City of Milton Police Department is seeking a vehicle that will serve as a support and service vehicle. The scope of work for this solicitation is to upfit four (4) Dodge Durango's, a 2025 Chevy Tahoe, and a 2025 Ford Maverick with emergency response lighting and other emergency equipment, and a rear transport cage for a 2020 Ford Explorer patrol vehicle. The lighting system is required to be Federal Signal System, no substitutions will be accepted.

- **CID Equipment for Three (3) Dodge Durango vehicles:**

1. Front ILS for Durango, red/blue/white
2. Rear ILS for Durango, blue/white/amber, brake light option, SignalMaster capabilities
3. Pathfinder siren/light controller, 200W, handheld model
4. 100W speaker
5. Speaker bracket for Durango, holds 2 MPS lights behind grille
6. Single Rumbler Compact kit
7. Single Rumbler Compact mount kit for Durango
8. MicroPulse Ultra 6, blue/white
9. MPS6 swivel bracket
10. 4-way CAT5 splitter
11. OBD cable for Durango
12. Overhead, coat hanger mounted gun rack
13. Installation includes the list of items mentioned
14. Shop supplies

- **Preferred Equipment / Upgrades for one 2025 Dodge Durango patrol vehicle (please itemize costs);**

1. 53" Allegiant, blue/white front, blue/amber rear, SignalMaster capabilities
2. Hook mount for Durango for light bar
3. Pathfinder siren/light controller, remote mount model
4. OBD cable for Durango
5. 100W speaker
6. Speaker bracket for DFC bumper
7. Dual Rumbler Compact kit
8. Rumbler Compact dual speaker brackets
9. Center push bumper for Durango

10. 2-light top channel
11. Rear ILS for Durango, red/blue/amber, SignalMaster capabilities
12. MicroPulse Ultra 6, blue/amber
13. MicroPulse Ultra 6, blue/white
14. MPS6 L-bracket
15. MicroPulse Ultra 6, red/blue/white
16. 24-channel expansion module
17. Kit of four 5-degree wedges for MPS6 lights
18. 4-way CAT5 splitter
19. Integrated printer contour console for '21+ Durango
20. PF200R faceplate
21. Dual cupholder faceplate
22. Side mounted armrest
23. Motorola APX remote head radio faceplate
24. 2 12V, USB-A/USB-C power outlets faceplate
25. 4" utility box faceplate
26. Cargo barrier for Durango
27. Window armor for Durango
28. Mongoose side mount bracket
29. 9" Mongoose motion attachment
30. Docking station for Toughbook 55 w/ LIND power supply
31. #10XL C coated poly front partition for Durango
32. Rapid-adjust universal overhead gun rack w/ handcuff key
33. Blue sea timer
34. Installation includes the list of items mentioned herein
35. Shop Supplies

• **Preferred Equipment / Upgrades for one Admin 2025 Tahoe (please itemize costs);**

1. Front ILS for '20+ FPIU, red/blue/white
2. Rear ILS for '20+ FPIU, blue/white/amber, brake light option, SignalMaster capabilities
3. Pathfinder siren/light controller, 200W, handheld model
4. 100W speaker
5. Speaker bracket for '20+ FPIU, holds 2 MPS lights behind grille
6. Single Rumbler Compact kit
7. Single Rumbler Compact mount kit for '20+ FPIU
8. MicroPulse Ultra 6, blue/white
9. MPS6 swivel bracket

10. 4-way CAT5 splitter
11. OBD cable for '20+ FPIU
12. Overhead, coat hanger mounted gun rack
13. Installation of all items listed
14. Shop Supplies

- **Preferred Equipment / Upgrades for one 2025 Maverick (please itemize costs);**

1. MicroPulse Ultra MPS6, Amber/White QTY 6
2. MPS6 L Bracket Qty 2
3. 45" Allegiant Amber/ White , Serial cable
4. Pathway Siren/ light controller, handheld model
5. 24 Expansion Module
6. Hook Mount for Maverick light bar
7. 4-way CAT5 Splitter
8. 100W Speaker
9. Universal Mount Bracket
10. Installation of listed equipment
11. Shop Supplies

- **Preferred Equipment / Upgrades for 2020 Ford Explorer (please itemize costs);**

1. Cargo Barrier w/ upper Poly cover for 20+ FPIU
2. Secure Grid Window Armor and Door Control covers 20+ FPIU
3. 10XL C Coated poly front partition for 20+ FPIU
4. Installation of listed items in a current patrol vehicle
5. Shop Supplies

- **Manufacturer Catalog Discounts:**

- Respondents are also required to provide a % off MSRP for the Federal Signal product catalog for the duration of the contract term



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]
ITB 25-PD01 BID SCHEDULE on the following pages – 2 pages total

Print Base Bid (Critical Equipment): \$ _____

Print Alternate Bid (Preferred Equip/Itemized upgrades):
o Lighting/equipment \$ _____

o Installation and shop fees \$ _____

Print Total Bid Price: \$ _____

% off MSRP Federal Signal Products: _____%

Print Total Bid Price in Words: _____

The undersigned, as bidder, declares and represents that it has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed, including those conditions affecting the cost of the work and the delivery, handling and storage of materials and equipment. The bidder has examined and read the Bidding Document and has satisfied himself/herself that the Bidding Document is an adequate and acceptable reflection of the work which is required to be performed and that the bidder is willing and able to perform all of the work necessary. The bidder further certifies that no additional information is required to complete the work encompassed by this bid within the cost and schedule established and agreed upon within this bidding document.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME & TITLE _____

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 25-PD01**

Upon receipt of documents, please email this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced ITB.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Signature
ADDENDUM #1

Date

ADDENDUM #1
ITB 25-PD01

Questions and *Answers*

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

1. On page 10: The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued. Can you City define "Commencement of Work" in reference to this statement? For instance, does the City expect services to begin within 10 days? Or is it the intention of the City to ensure product is ordered within 10 days for the upfitting services? ~ *It is the intention of the City to have all products for the installation ordered within the first 10 days after the Notice to Proceed. The City would also request proof that this has been completed.*

EXHIBIT “B”

Response To
ITB NO. 25-PD01

**EMERGENCY EQUIPMENT
INSTALLATION**

For



2006 HERITAGE WALK, MILTON, GA 30004

**Date Due: January 22, 2025
Time Due: 4:00 PM**

Submitted By

ProLogic ITS

106 North Point Pkwy
Building 2, Suite 350
Acworth GA, 30102
866-923-0513

www.prologicits.com



TABLE OF CONTENTS

LETTER OF TRANSMITTAL.....	3
EXECUTIVE SUMMARY.....	4
COMPANY BACKGROUND	5
Company Background	5
What Sets ProLogic ITS Apart?.....	7
References.....	12
INVITATION TO BID SIGNATURE PAGE	13
BID FORM AND ADDENDA ACKNOWLEDGMENT	14
QUALIFICATIONS SIGNATURE AND CERTIFICATION.....	16
LIST OF SUBCONTRACTORS.....	17
CONTRACTOR AFFIDAVIT AND AGREEMENT	18
DISCLOSURE FORM	19
PROJECT SPECIFICATIONS.....	20
ITB 25-PD01 BID SCHEDULE.....	23
CERTIFICATE OF INSURANCE – SAMPLE.....	24
PROLOGIC ITS W-9	25
PROLOGIC ITS QUOTE REFERENCE.....	26

January 22, 2025

City of Milton
2006 Heritage Walk
Milton, GA 30004
ATTN: Honor Motes

SUBJECT: ITB 25-PD01 POLICE VEHICLES – EMERGENCY EQUIPMENT INSTALLATION

Dear Ms. Motes,

ProLogic ITS, LLC is known across the country as an end-to-end solution provider. We design and build solutions based on industry-standard technology platforms and related value-added services. Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed to ensure excellent performance with a lower overall cost of ownership.

ProLogic ITS has demonstrated success for over twelve years. From tried-and-true solutions to today's cutting-edge advancements in technology, ProLogic combines the elements you need and expect from a trusted source for first responder products, services and overall solutions.

Along with outstanding products and services, ProLogic ITS also offers you a dedicated account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction
- Project Manager to provide a seamless deployment experience
- Inside Sales Representative to facilitate order management
- Contract Manager to assist communications and compliance

The City of Milton will benefit from ProLogic ITS' extensive experience in the provisioning and installation of public safety equipment. ProLogic understands that government agencies have rapidly evolving needs for effective and comprehensive technology solutions. We seek to meet those needs through the design, development, and implementation of modern systems in the public sector ranging from local governments to national agencies. We understand the nuances of the purchasing process in this sector as well as the complex security and compliance requirements.

Our proposal and all quotes herein are valid for 120 days as specified in your solicitation. If any changes are made to this proposal, then all pricing should be considered void unless otherwise authorized in writing by the signer of this proposal.

Sincerely,



Paul Sprayberry
Managing Partner
Phone: (866) 923-0513 Ex. 702
Paul.Sprayberry@ProLogicITS.com

106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102

(Office) **866.923.0513**
(Fax) **770.975.1144**

www.prologicits.com

EXECUTIVE SUMMARY

ProLogic ITS understands the City of Milton desires an experienced and professional emergency vehicle upfitter to upfit four Dodge Durangos, a 2025 Chevy Tahoe, and a 2025 Ford Maverick with emergency response lighting and other emergency equipment to include a rear transport cage for a 2020 Ford Explorer patrol vehicle.

As a company that takes great pride in delivering top-tier service and innovative solutions, we are pleased to submit our bid in response to your request for emergency vehicle fleet upfitting and installation. We recognize the critical importance of ensuring your fleet is equipped to tackle the diverse needs of your support and service personnel, and we are committed to providing exceptional quality, efficiency, and reliability throughout the life of this contract.

ProLogic ITS proudly represents Federal Signal products, a company who emphasizes quality, functionality and efficiency. With decades of experience, Federal Signal has established a trusted reputation in the industry. We are a gold level Federal Signal partner.

We are prepared to provide the equipment as specified. Our solution architects have confirmed equipment compatibility with the listed vehicles. Additionally, we have included a quote reference with detailed pricing for your review and consideration.

ProLogic ITS, LLC is fully dedicated to meeting the specifications outlined in this bid and to offering competitive pricing without compromising on the high standards of service and safety you expect. We look forward to a successful partnership and to delivering the superior results that the City of Milton deserves.

ProLogic ITS is pleased to submit our proposal and enter into a contract with the City of Milton, Georgia, to supply the required emergency vehicle equipment, along with all necessary materials and labor as outlined in the Contract Documents. We are committed to completing the work in accordance with the specified requirements and within the designated timeline. Having thoroughly reviewed and fully understood solicitation 25PD01 and its specifications, we are confident in our ability to meet the conditions and expectations set forth. Should our bid be accepted, we are prepared to fulfill all obligations in strict conformance with the Contract Documents.

COMPANY BACKGROUND

Company Background

ProLogic ITS is an experienced full lifecycle service provider of hardware and software solutions, professional services, and asset recovery services. For 12 years, the team at ProLogic ITS, LLC ("ProLogic ITS") has centralized all the elements our customers need and expect from a trusted source for IT products, services, and overall solutions.

ProLogic ITS is headquartered north of Atlanta in a secure 87,000 square foot facility in Acworth, GA just off Interstate 75 and near Interstate 575. This facility is located 30 miles from downtown Atlanta, GA. An additional 12,000 square foot warehouse is located at Forest Park, GA, just 10 miles from downtown Atlanta, and a third warehouse is in Griffin, GA—totaling almost 125,000 feet of warehouse space.

With an in-house staff of over 230 employees, ProLogic ITS' experienced hands-on team can assist in technical planning and create a strategy to accomplish your short and long term technology goals. With satellite offices located in Florida and Alabama, we design, build, and maintain solutions based on industry-standard technology platforms and related value-added services for a national customer base.



ProLogic ITS, LLC (ProLogic ITS) is a **certified ISO 9001:2015** as well as a Criminal Justice Information Services (**CJIS**) **compliant facility**. As such, we are required to meet prominent standards of quality not often found in other companies. These two certifications indicate our dedication to exceptional performance, continued improvement, and strict security measures taken within the company to protect customer data and equipment. ProLogic ITS has established this quality policy to be consistent with the purpose and context of our organization. It provides a framework for the setting and review of objectives in addition to our commitment to satisfying applicable customers', regulatory and legislative requirements as well as our commitment to continually improve our management system.

Legal Name:

ProLogic ITS, LLC

Address – Headquarters:

106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102

- Contact Name: Paul Sprayberry, Managing Partner
- Phone Number: 866-923-0513, x702
- e-Mail: paul.sprayberry@prologicits.com
- Legal Structure: Limited Liability Corporation,
Incorporated 11/14/2013
- FEIN/TIN: 46-4101495
- Federal E-Verify Number: 730441, Registered 12/03/2013
- DUNS: 079353667
- Occupational Tax Certificate: LC20130000921 (Cherokee County, GA)
- Certificate of Existence: Control #13464989 (Georgia)

Satellite Offices:

Georgia: ProLogic ITS - Service Center and Warehouse
107 Forest Parkway
Suite 700
Forest Park, GA 30297

ProLogic ITS - Sales Office
231 West Main Street, Suite 102
Canton, Georgia 30114

ProLogic ITS – Service Center
105 Manley Road
Griffin, GA 30223

What Sets ProLogic ITS Apart?

Ethical Business Practices and Financial Soundness

We hope the following highlights of our experience will assure you that ProLogic ITS is the optimal match for this project in comparison to the competition. First and foremost, we exhibit sound financial practices. ProLogic ITS, LLC is a privately held company with an annual revenue of approximately \$80 million. The company has been in operation for 12 years, consistently demonstrating financial strength and stability through strategic growth and sound management practices. While we are not required to file SEC reports, our financial statements and internal financial controls reflect a robust and resilient financial standing.

Key highlights include:

- **Annual Revenue:** \$80 million
- **Years in Business:** 11 years
- **Debt-Free:** ProLogic ITS, LLC maintains a debt-free balance sheet, ensuring operational flexibility.
- **Strong Relationships with Financial Institutions:** We are proud to be partners with Wells Fargo and have a standing credit line of over \$10 million, providing us with the necessary financial agility for future growth and expansion.

Highly Experienced

With extensive experience in vehicle upfitting, ProLogic ITS is equipped to deliver top-tier services for law enforcement and emergency response vehicles. We understand the unique needs of such specialized vehicles, which require both technical precision and an understanding of safety standards. Our team of professionals is well-versed in the latest upfitting technologies and the industry's best practices, ensuring that each vehicle is outfitted to the highest standard of quality and functionality. With years of experience in serving law enforcement agencies across the Southeast, our team is highly familiar with tailored vehicle builds and expectations for responsive service.



Professionally Certified

ProLogic ITS, LLC (ProLogic ITS) is a certified ISO 9001:2015 as well as a Criminal Justice Information Services (CJIS) compliant facility. As such, we are required to meet prominent standards of quality not often found in other companies. These two certifications indicate our dedication to exceptional performance, continued improvement, and strict security measures taken within the company to protect customer data and equipment. ProLogic ITS has established this quality policy to be consistent with the purpose and context of our organization. It provides a framework for the setting and review of objectives in addition to our commitment to satisfying applicable customers', regulatory and legislative requirements as well as our commitment to continually improve our management system.

We have an active registration in the System for Award Management with a unique identity identification of S2HJSTMGMJ75, which provides our customers with additional assurance that we have been properly vetted.

Specialized Personnel and Convenient Service Locations

We have a dedicated team of experts specializing in fleet services. Our lead technicians are experienced in the 12V installation sector and hold a variety of certifications, including GPS, LPR, Auto Service Excellence (ASE) and Emergency Vehicle Technician (EVT) certifications. All installers undergo thorough background checks, drug testing, and, when required, successfully pass a Level 3 CJIS clearance. We offer flexible installation services, which can be provided either at our state-of-the-art facilities or at your preferred location. We have convenient service facility locations throughout Georgia, including Acworth, Forest Park, and Griffin. Additionally, we provide a wide range of installation options beyond what is outlined in this RFP, ensuring we can continue to support your evolving needs.



Commitment to Quality

As a highly experienced and well established fleet services provider, ProLogic ITS is partnered with and authorized to re-sell products from many industry-leading upfitting manufacturers. ProLogic ITS is a National Service Provider for Axon and has been providing white label services for Axon projects in the United States and Canada for nearly 8 years.

Refusing to cut corners, ProLogic ITS sources and utilizes only top-quality materials when executing an upfitting project. We prioritize high-quality wire; much of it is GXL rated, and all of it is solid copper with chemical and heat-resistant jacketing, whereas some of our competitors utilize copper clad aluminum (CCA) wiring. The loom we choose is made from flexible, durable material that outlasts cheaper, brittle alternatives. Our technicians rely on quality electrical tape, using either Tessa tape or Scotch Super 33 tape based on the specific application. Finally, we utilize high-quality Bussman-style fuse panels in our Upfits, ensuring a clean setup that facilitates easy tracing.

Our reputation for excellence is built on our unwavering commitment to customer satisfaction, superior service, and industry-leading products. We stand apart through our technical expertise and our dedication to building strong, lasting relationships with our clients. Whether supporting state agencies or smaller municipalities, ProLogic ITS is a trusted, reliable partner. Our extensive pre- and post-sales support, led by our skilled account managers and technical specialists, ensures that your needs are met every step of the way.

One Year Workmanship Warranty

ProLogic ITS stands behind the quality of our work with a comprehensive one-year workmanship warranty. This warranty is a testament to our commitment to excellence and the confidence we have in the craftsmanship of our team. We take great pride in delivering high-quality results that meet and

exceed industry standards, and we are dedicated to ensuring that every project we complete is done right, the first time.

Should any issues arise within the warranty period related to our workmanship, we will address them promptly and at no additional cost to you. Our goal is to provide peace of mind, knowing that we are here to support you and ensure the long-term success of the systems we install. You can trust that ProLogic ITS is fully invested in the satisfaction and reliability of every project we undertake.

Responsive Customer Service

We have high expectations for our own performance. For this reason, customer satisfaction is a priority. Along with outstanding products and services, ProLogic ITS also offers you a dedicated account team that is committed to working with you and your procurement needs.

This team includes:

- Sales Account Manager to ensure overall a positive customer experience
- Inside Sales Representative to facilitate order management
- Solution Architect to ensure proper design and management of your technology
- Project Manager to provide a seamless deployment experience

Our customer service team is designed for efficiency, consistency, and high-quality service. We want our customers to feel satisfied, valued, and well supported throughout their interactions with us. Customers can easily access support through their preferred channels (phone or email.) This process begins with a quick response. Our Sales Account Managers will return or acknowledge a customer's inquiry or issue within 24 hours. The Sales Account Manager will engage the applicable internal team member (solution architect, procurement, technician, etc.) and work toward resolution, providing the customer with regular updates and a resolution that is communicated clearly and accurately. This process includes a follow up call to ensure the solution was satisfactory and to address any lingering concerns. Our customers can rely on ProLogic ITS to deliver on its promises and maintain a high standard of service.

Complimentary Project Management Services

Project Managers are assigned to each project. ProLogic ITS follows a Project Management methodology as defined by the Project Management Institute (PMI) and an Application Development Cycle that is both iterative and incremental in its approach while adhering to the planned requirements. ProLogic ITS has PMP certified Project Managers to provide guidance and expertise for your specific project specifications. While each project is customized to fit our client's needs, the Project Management team is ultimately responsible for planning, identifying risk, managing issues, following change management procedures, measuring, and reporting, quality assurance, and monitoring the budget.

Our customers receive value through ProLogic's Project Manager in the following ways:

Provide Single point of Accountability – a single framework covers all aspects of the project, providing you with a single point of contact for all aspects of project execution as well as a clear understanding of how each activity within the project supports the accomplishment of overall business objectives.

Provide a methodology that is based on proven tools – the Project Management methodology is based on processes, principles and tools that have been proven on numerous engagements throughout the industry.

Provide quality – use performance and quality metrics to ensure we meet or exceed all established service level criteria and relentlessly work to improve service levels, reduce costs, increase personnel productivity, and simplify IT activities.

ProLogic ITS has perfected our deployment services over the years to reduce end-user downtime while maximizing technology investments. We've spent years designing a fluid process to enhance the end-user experience from pre-planning, configuration, logistics, deployment, legacy IT removal to post-deployment support. ProLogic ITS provides mobility solutions, installation, and warranty services for several thousand emergency response vehicles. We have a proven track record for on-time installation for cars, SUVs, vans, and assault vehicles for first responders across the United States.

Upfitting Timeline

Vehicle equipment typically takes 4-8 weeks to arrive, depending on the manufacturer. Based on the specifications you've provided, we anticipate a 4-8 week lead time from purchase order (PO) to delivery of the equipment. Once all the equipment is received, we will schedule your vehicles. The estimated build time for the first vehicle is 5-7 days, depending on the model. After the initial vehicle is built, we require customer approval before proceeding with additional vehicles. Following approval, our team can complete approximately three vehicles of these types per week. We are staffed with 35 full-time technicians and can improve thruput by adding teams to your specific build timeline.

Administrative Competencies

Our administrative team is the backbone of our organizational success. They often work in tandem with multiple departments within our organization, such as finance, procurement, project management, and contracts. Their support helps ensure that the sales team can operate effectively, make informed decisions, and achieve their goals.

Equipment Ordering

Our goal is to always provide the City of Birmingham with the most cost-effective solution. ProLogic ITS has a direct purchasing partnership for many of our product lines. As a result, we negotiate the most competitive pricing available to the market for a particular time. Since we often keep inventory on hand to decrease delivery time, many items in our product line are purchased in bulk, resulting in an even lower cost.

Vehicle equipment typically takes 4-8 weeks to arrive, depending on the manufacturer. Once all the equipment is received, we will schedule your vehicles. In general, an estimated build time for the first vehicle is 5-7 days, depending on the model. After the initial vehicle is built, we require customer approval before proceeding with additional vehicles. Following approval, our team can complete approximately three vehicles of this type per week. We are staffed with 35 full-time technicians and can improve throughput by adding teams to your specific build timeline.

Order Fulfillment

We are a strong believer in the clarity and effectiveness of written communication. For this reason, we only accept purchase orders in writing. To be proactive, our inside sales team or account manager will contact our customer directly for clarification when needed. If there's a product promotion a customer can take advantage of, the account manager will advise the customer of any special discounts available at the time of purchase. This also includes information regarding free shipping levels.

Purchase orders are processed within one business day. Lead times can vary by manufacturer, but the typical lead time for delivery of most vehicle equipment products is 10 business days.

In the event of a backorder, our Inside Sales Team will contact the designated purchasing contact identified in the purchase order to relay the conditions of the backorder and the updated arrival time. If our customer's need is urgent, the account manager will intervene to offer an available alternative to the product in question.

State and National Contract Experience

ProLogic ITS has held and currently holds contracts at all levels: Federal Government (GSA), State Government (TN, GA, AL, MS, SC), National Purchasing Consortiums (TIPS, MISBO, NCSA), an extensive array of local law enforcement and government agencies (Georgia State Patrol, Florida Department of Motor Vehicles and Highway Safety, City of Huntsville, City of Birmingham, City of Mobile, Mobile County, Baldwin County, Shelby County, Cherokee County (GA), Cobb County (GA), and large school districts (St. Lucie Schools (FL), Atlanta Public Schools, Fulton County Schools, Clayton County School District, Cherokee County School District, Gwinnett County School District) among many others.

References

Georgia Department of Natural Resources
2 Martin Luther King, Jr. Drive, SE, Suite 1252 – East Tower, Atlanta, GA 30334
Jenifer Polk
404-656-1788
Jenifer.Polk@dnr.ga.gov

Cobb County Sheriff
Lt. Col. Dewayne Morris
185 Roswell St
Marietta GA 30060
770-499-4617
Dewayne.Morris@cobbcounty.org

Fulton County Schools PD
Chief Mark Sulborski
6201 Powers Ferry RD
Atlanta GA 30339
470-254-0599
Sulborski@fultonschools.org

Fulton County Sheriff's Office
185 Central Ave SW, Atlanta, GA 30303
Sgt. Tawona Lowery
404-567-2226
Tawona.Lowery@fultoncountyga.gov


East Point PD
Chief Shawn Buchanan
(404) 559-6200
sbuchanan@eastpointcity.org

Clayton County Police Department
7911 North McDonough Street
Jonesboro, GA 30236
Lt. Joshua Carr
770-472-8147
Joshua.Carr@Claytoncountyga.gov



City OF MILTON INVITATION TO BID

(THIS IS NOT AN ORDER)

Bid Number: ITB 25-PD01	Project Name Police Vehicles – Emergency Equipment Installation		
Due Date and Time: January 22, 2025 by 2:00 p.m. EST			Number of Pages: 33
<i>*Link for virtual bid opening will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.</i>			
ISSUING DEPARTMENT INFORMATION			
Issue Date: January 2, 2025			
City of Milton Police Department 2006 Heritage Walk Milton, GA 30004		Phone: 678-242-2500 Website: www.miltonga.gov	
INSTRUCTIONS TO BIDDERS			
Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.		Mark Face of Envelope/Package: Bid Number: ITB 25-PD01 Name of Company or Firm	
		Special Instructions: Deadline for Written Questions January 10, 2025 by 5:00 p.m. Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps	
BIDDERS MUST COMPLETE THE FOLLOWING			
Bidder Name/Address: ProLogic ITS, LLC 106 Northpoint Parkway, Building 2, Suite 350 Acworth, Georgia 30102		Authorized Bidder Signatory: Paul Sprayberry  <small>(Please print name and sign in ink)</small>	
Bidder Phone Number: 866-923-0513		Bidder FAX Number: N/A	
Bidder Federal I.D. Number: 46-4101495		Bidder E-mail Address: Paul.Sprayberry@ProLogic ITS.com	
BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE			



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

**TO: PURCHASING OFFICE
CITY OF MILTON
MILTON, GEORGIA 30004**

Ladies and Gentlemen:

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Bid Number ITB 25-PD01
Police Vehicles – Emergency Equipment Installation**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Milton in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued.

If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of \$2,351.99 Dollars (\$ (Five Percent of Amount Bid).

If this bid shall be accepted by the City of Milton and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Milton may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Milton as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
<u>1</u>	<u>1/15</u>
<u>2</u>	<u>1/15</u>

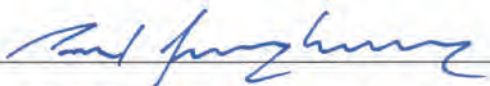
Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this 21st day of January, 20 25

Bidder ProLogic ITS, LLC (Seal)
Company Name

Bidder Mailing Address:

ProLogic ITS, LLC
106 Northpoint Parkway, Building 2, Suite 350
Acworth, Georgia 30102

Signature: 
Print Name: Paul Sprayberry
Title: Managing Partner



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date January 21, 2025

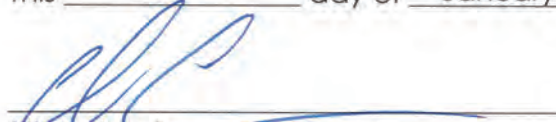
Print/Type Name Paul Sprayberry

Print/Type Company Name Here ProLogic ITS, LLC

CORPORATE CERTIFICATE

I, Chris Crapps, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that Paul Sprayberry who signed said bid in behalf of the Contractor, was then (title) Managing Partner of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Georgia.

This 21st day of January, 20 24

 (Seal)
(Signature)



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do _____, do not ☒, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: N/A ProLogic ITS, LLC will perform all services



BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA CITY OF MILTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

730441
eVerify Number

12/3/2013
Date of Authorization

ProLogic ITS, LLC
Name of Contractor


Police Vehicles – Emergency Equipment
Installation
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on January, 21, 2025 in
Canton (city), GA (state).

Signature of Authorized Officer or Agent


Printed Name and Title of Authorized Officer
or Agent

Paul Sprayberry

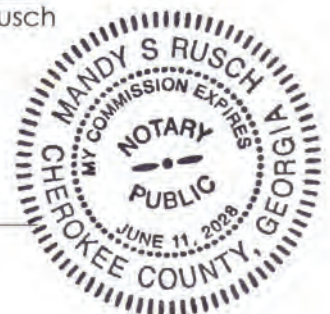
SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 21st DAY OF January, 2025.


NOTARY PUBLIC Mandy S. Rusch

[NOTARY SEAL]

My Commission Expires:

June 11, 2028





DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder ProLogic ITS, LLC

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

Not Applicable

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value	Description
<u>N/A</u>	<u></u>
<u></u>	<u></u>

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

N/A

PROJECT SPECIFICATIONS

The City of Milton Police Department is seeking a vehicle that will serve as a support and service vehicle. The scope of work for this solicitation is to upfit four (4) Dodge Durango's, a 2025 Chevy Tahoe, and a 2025 Ford Maverick with emergency response lighting and other emergency equipment, and a rear transport cage for a 2020 Ford Explorer patrol vehicle. The lighting system is required to be Federal Signal System, no substitutions will be accepted.

- **CID Equipment for Three (3) Dodge Durango vehicles:**

1. Front ILS for Durango, red/blue/white
2. Rear ILS for Durango, blue/white/amber, brake light option, SignalMaster capabilities
3. Pathfinder siren/light controller, 200W, handheld model
4. 100W speaker
5. Speaker bracket for Durango, holds 2 MPS lights behind grille
6. Single Rumbler Compact kit
7. Single Rumbler Compact mount kit for Durango
8. MicroPulse Ultra 6, blue/white
9. MPS6 swivel bracket
10. 4-way CAT5 splitter
11. OBD cable for Durango
12. Overhead, coat hanger mounted gun rack
13. Installation includes the list of items mentioned
14. Shop supplies

- **Preferred Equipment / Upgrades for one 2025 Dodge Durango patrol vehicle (please itemize costs):**

1. 53" Allegiant, blue/white front, blue/amber rear, SignalMaster capabilities
2. Hook mount for Durango for light bar
3. Pathfinder siren/light controller, remote mount model
4. OBD cable for Durango
5. 100W speaker
6. Speaker bracket for DFC bumper
7. Dual Rumbler Compact kit
8. Rumbler Compact dual speaker brackets
9. Center push bumper for Durango

10. 2-light top channel
11. Rear ILS for Durango, red/blue/amber, SignalMaster capabilities
12. MicroPulse Ultra 6, blue/amber
13. MicroPulse Ultra 6, blue/white
14. MPS6 L-bracket
15. MicroPulse Ultra 6, red/blue/white
16. 24-channel expansion module
17. Kit of four 5-degree wedges for MPS6 lights
18. 4-way CAT5 splitter
19. Integrated printer contour console for '21+ Durango
20. PF200R faceplate
21. Dual cupholder faceplate
22. Side mounted armrest
23. Motorola APX remote head radio faceplate
24. 2 12V, USB-A/USB-C power outlets faceplate
25. 4" utility box faceplate
26. Cargo barrier for Durango
27. Window armor for Durango
28. Mongoose side mount bracket
29. 9" Mongoose motion attachment
30. Docking station for Toughbook 55 w/ LIND power supply
31. #10XL C coated poly front partition for Durango
32. Rapid-adjust universal overhead gun rack w/ handcuff key
33. Blue sea timer
34. Installation includes the list of items mentioned herein
35. Shop Supplies

• **Preferred Equipment / Upgrades for one Admin 2025 Tahoe (please itemize costs);**

1. Front ILS for '20+ FPIU, red/blue/white
2. Rear ILS for '20+ FPIU, blue/white/amber, brake light option, SignalMaster capabilities
3. Pathfinder siren/light controller, 200W, handheld model
4. 100W speaker
5. Speaker bracket for '20+ FPIU, holds 2 MPS lights behind grille
6. Single Rumbler Compact kit
7. Single Rumbler Compact mount kit for '20+ FPIU
8. MicroPulse Ultra 6, blue/white
9. MPS6 swivel bracket

10. 4-way CAT5 splitter
11. OBD cable for '20+ FPIU
12. Overhead, coat hanger mounted gun rack
13. Installation of all items listed
14. Shop Supplies

- **Preferred Equipment / Upgrades for one 2025 Maverick (please itemize costs):**

1. MicroPulse Ultra MPS6, Amber/White QTY 6
2. MPS6 L Bracket Qty 2
3. 45" Allegiant Amber/ White , Serial cable
4. Pathway Siren/ light controller, handheld model
5. 24 Expansion Module
6. Hook Mount for Maverick light bar
7. 4-way CAT5 Splitter
8. 100W Speaker
9. Universal Mount Bracket
10. Installation of listed equipment
11. Shop Supplies

- **Preferred Equipment / Upgrades for 2020 Ford Explorer (please itemize costs):**

1. Cargo Barrier w/ upper Poly cover for 20+ FPIU
2. Secure Grid Window Armor and Door Control covers 20+ FPIU
3. 10XL C Coated poly front partition for 20+ FPIU
4. Installation of listed items in a current patrol vehicle
5. Shop Supplies

- **Manufacturer Catalog Discounts:**

- Respondents are also required to provide a % off MSRP for the Federal Signal product catalog for the duration of the contract term



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]
ITB 25-PD01 BID SCHEDULE on the following pages – 2 pages total

Print Base Bid (Critical Equipment):	\$ 19,712.75	CID Equipment for Three (3) Dodge Durango
Print Alternate Bid (Preferred Equip/Itemized upgrades):		
o Lighting/equipment	\$ 18,227.66	Equipment for Durango Patrol, Tahoe Admin, Maverick, Ford PIU Partitions
o Installation and shop fees	\$ 9,099.40	Services for Durango Patrol, Tahoe Admin, Maverick, Ford PIU Partitions

Print Total Bid Price: **\$ 47,039.81**

% off MSRP Federal Signal Products: **48** **%**


Print Total Bid Price in Words: Forty-seven thousand and thirty nine dollars and eighty one cents.

The undersigned, as bidder, declares and represents that it has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed, including those conditions affecting the cost of the work and the delivery, handling and storage of materials and equipment. The bidder has examined and read the Bidding Document and has satisfied himself/herself that the Bidding Document is an adequate and acceptable reflection of the work which is required to be performed and that the bidder is willing and able to perform all of the work necessary. The bidder further certifies that no additional information is required to complete the work encompassed by this bid within the cost and schedule established and agreed upon within this bidding document.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY ProLogic ITS, LLC

ADDRESS 106 Northpoint Parkway, Building 2, Suite 350, Acworth, GA 30102

AUTHORIZED SIGNATURE 

PRINT / TYPE NAME & TITLE Paul Sprayberry, Managing Partner



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 25-PD01**

Upon receipt of documents, please email this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced ITB.

COMPANY NAME: ProLogic ITS, LLC

CONTACT PERSON: Paul Sprayberry, Managing Partner

ADDRESS: 106 Northpoint Parkway, Building 2, Suite 350

CITY: Acworth **STATE:** GA **ZIP:** 30102

PHONE: 866-923-0513 **FAX:** N/A

EMAIL ADDRESS: Paul.Sprayberry@ProLogicITS.com


Signature
ADDENDUM #1

1/16/2025
Date

ADDENDUM #1
ITB 25-PD01

Questions and **Answers**

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

1. On page 10: The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued. Can you City define "Commencement of Work" in reference to this statement? For instance, does the City expect services to begin within 10 days? Or is it the intention of the City to ensure product is ordered within 10 days for the upfitting services? ~ *It is the intention of the City to have all products for the installation ordered within the first 10 days after the Notice to Proceed. The City would also request proof that this has been completed.*



TRANSFORMING
PRODUCTS AND
SERVICES INTO
SOLUTIONS

We have prepared a quote for you

Milton PD/ITB 25-PD01

Quote # 011114
Version 1

Quote Prepared for:

Milton Police Department-GA

Scott Mulvey
scott.mulvey@cityofmiltonga.us

Prepared by:

ProLogic ITS LLC

Melissa Sanchez
678-794-3924
Melissa.Sanchez@prologicits.com

WWW.PROLOGICITS.COM

Durango Admin

Manufacturer Part Number	Description	Price	Qty	Ext. Price
SIFMJS-DUR16-P3	SpectraLux ILS Low Profile SIFM Centered Focus Front Windshield, Flash Blue/White only	\$762.20	3	\$2,286.60
SIFMJH-DUR18-PF3	Rear ILS for Durango, blue/white/amber, brake light option, SignalMaster capabilities Rear window	\$762.20	3	\$2,286.60
PF200H	Pathfinder Handheld Control Head Activate factory front and rear wigwags	\$1,018.29	3	\$3,054.87
ES100C	DynaMax/ES100C 100W, High output compact	\$0.00	3	\$0.00
ESB-DUR15	Speaker bracket for Durango, holds 2 MPS lights behind grille	\$0.00	3	\$0.00
RBKIT1-COMPACT	Single Rumbler Compact kit	\$210.88	3	\$632.64
RBS-DUR23ND	Single Rumbler Compact mount kit for Durango	\$31.66	3	\$94.98
MPS62U-BW	Micropulse Ultra, Blue/White 2 on speaker bracket, 2 in cargo windows, 2 in lower rear window	\$84.15	18	\$1,514.70
MPSM6-SB	Swivel Bracket, Rear side windows 2 in cargo windows, 2 in lower rear window	\$18.24	12	\$218.88
PFSPLTR-4	4-way CAT5 splitter	\$31.66	3	\$94.98
OBD CABLE25-DGCAN	OBD cable for Durango	\$103.66	3	\$310.98
SC-924-5	Overhead, coat hanger mounted gun rack	\$258.70	3	\$776.10
EXPMOD24	24-channel expansion module	\$192.68	3	\$578.04
Shipping	Shipping	\$50.00	1	\$50.00

Subtotal: **\$11,899.37**

ProLogic Services Durango Admin

Manufacturer Part Number	Description	Price	Qty	Ext. Price
FLEETSERVICES	Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees. Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	\$2,479.46	3	\$7,438.38
Shop Supplies	Installation Consumables Includes Wiring, Zip Ties, Butts, Spacers, Fuses, and other Installation Materials not provided by the Manufacturer.	\$125.00	3	\$375.00

Subtotal: **\$7,813.38**

Durango Patrol

Manufacturer Part Number	Description	Price	Qty	Ext. Price
ALGT53J-P2LC	53" Allegiant, blue/white front, blue/amber rear, SignalMaster capabilities Roof	\$1,364.63	1	\$1,364.63
HKB-DUR11-HP	Hook mount for Durango for light bar Roof	\$0.00	1	\$0.00
PF200R	Pathfinder siren/light controller, remote mount model Activate factory front wigwags	\$998.78	1	\$998.78
OBD-CABLE25-DGCAN	OBD cable for Durango	\$103.66	1	\$103.66
ES100C	100W speaker	\$0.00	1	\$0.00
DFC-SB-ES100C	Speaker bracket for DFC bumper	\$0.00	1	\$0.00
RBKIT2-COMPACT	Dual Rumbler Compact kit	\$318.20	1	\$318.20
RBC2-DUR21ND	Rumbler Compact dual speaker brackets	\$37.02	1	\$37.02
DFC-PB-DUR21	Center push bumper for Durango	\$528.78	1	\$528.78
DFC-TC2L-2	Two-Light top-channel for Ford Police Interceptor Utility push bumper, use with MPS6U lights	\$27.32	1	\$27.32
SIFMJH-DUR18-P3	Rear ILS for Durango, red/blue/amber, SignalMaster capabilities Rear window	\$762.20	1	\$762.20

Durango Patrol

Manufacturer Part Number	Description	Price	Qty	Ext. Price
MPS62U-BA	MicroPulse Ultra 6, blue/amber Under hatch	\$84.15	2	\$168.30
MPS62U-BW	MicroPulse Ultra 6, blue/white 2 in top channel, 2 on side of push bumper, 2 on lower fascia, 2 in cargo windows	\$84.15	8	\$673.20
MPSM6-LB	MPS6 L-bracket Cargo windows	\$10.20	2	\$20.40
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white Tag	\$91.46	2	\$182.92
EXPMOD24	24-channel expansion module	\$192.68	1	\$192.68
MPSM6U-SPACRKT	Kit of four 5-deegree wedges for MPS6 lights Tag	\$15.56	1	\$15.56
PFSPLTR-4	4-way CAT5 splitter	\$31.66	1	\$31.66
425-6677	Integrated printer contour console for '21+ Durango	\$482.09	1	\$482.09
425-6666	PF200R faceplate	\$0.00	1	\$0.00
425-3704	Dual cupholder faceplate	\$36.62	1	\$36.62
425-1849	Side mounted armrest	\$77.80	1	\$77.80
425-6295	Motorola APX remote head radio faceplate	\$0.00	1	\$0.00
425-6701	2 12V, USB-A/USB-C power outlets faceplate	\$66.91	1	\$66.91
425-1485	4" utility box faceplate	\$35.21	1	\$35.21
475-0822	Cargo barrier for Durango	\$410.80	1	\$410.80
475-1417	Window armor for Durango	\$256.76	1	\$256.76
19416	Mongoose side mount bracket	\$21.00	1	\$21.00
7160-0928	9" Mongoose motion attachment	\$220.50	1	\$220.50
7170-0971-00	Docking station for Toughbook 55 w/ LIND power supply	\$824.26	1	\$824.26
PK1126DUR11	#10XL C coated poly front partition for Durango	\$867.53	1	\$867.53
SC-934-5-A	Rapid-adjust universal overhead gun rack w/ handcuff key	\$258.70	1	\$258.70

Durango Patrol

Manufacturer Part Number	Description	Price	Qty	Ext. Price
7615	Blue sea timer	\$99.88	1	\$99.88
Shipping	Shipping	\$535.00	1	\$535.00
Subtotal:				\$9,618.37

ProLogic Services Durango Patrol

Manufacturer Part Number	Description	Price	Qty	Ext. Price
FLEETSERVICES	<p>Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees.</p> <p>Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.</p>	\$2,915.58	1	\$2,915.58
Shop Supplies	<p>Installation Consumables</p> <p>Includes Wiring, Zip Ties, Butts, Spacers, Fuses, and other Installation Materials not provided by the Manufacturer.</p>	\$151.00	1	\$151.00
Subtotal:				\$3,066.58

Tahoe Admin

Manufacturer Part Number	Description	Price	Qty	Ext. Price
SIFMJS-TAH21-P3	<p>Front ILS for '21+ Tahoe, red/blue/white</p> <p>Program to flash blue/white</p>	\$762.20	1	\$762.20
SIFMJH-TAH21-PF3	<p>Rear ILS for '21+ Tahoe, blue/white/amber, brake light option, SignalMaster capabilities</p> <p>Rear window</p>	\$762.20	1	\$762.20
PF200H	<p>Pathfinder siren/light controller, 200W, handheld model</p> <p>Activate factory front and rear wigwags</p>	\$1,018.29	1	\$1,018.29
ES100C	100W speaker	\$0.00	1	\$0.00
ESBL2-TAH21ND	Speaker bracket for '21+ Tahoe, holds 2 MPS lights behind grille	\$0.00	1	\$0.00
RBKIT1-COMPACT	Single Rumbler Compact kit	\$210.88	1	\$210.88

Tahoe Admin

Manufacturer Part Number	Description	Price	Qty	Ext. Price
RBS-TAH21ND	Single Rumbler Compact mount kit for '21+ Tahoe	\$31.66	1	\$31.66
MPS62U-BW	MicroPulse Ultra 6, blue/white 2 on speaker bracket, 2 in cargo windows, 2 open hatch	\$84.15	4	\$336.60
MPSM6-SB	MPS6 swivel bracket Cargo windows	\$18.24	2	\$36.48
PFSPLTR-4	4-way CAT5 splitter	\$31.66	1	\$31.66
OBD CABLE20-GMCAN	OBD cable for '21+ Tahoe	\$103.66	1	\$103.66
416309-RBW	416300 series flush mount, red/blue/white	\$69.76	2	\$139.52
416302	KIT,2021 TAHOE,GROMMETS,416300	\$10.73	1	\$10.73
EXPMOD24	PATHFINDER 24-CHANNEL EXPANSIO	\$192.68	1	\$192.68
SC-924-5	Overhead, coat hanger mounted gun rack	\$258.70	1	\$258.70

Subtotal: **\$3,895.26**

ProLogic Services Tahoe Admin

Manufacturer Part Number	Description	Price	Qty	Ext. Price
FLEETSERVICES	Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees. Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	\$2,479.46	1	\$2,479.46
Shop Supplies	Installation Consumables Includes Wiring, Zip Ties, Butts, Spacers, Fuses, and other Installation Materials not provided by the Manufacturer.	\$151.00	1	\$151.00

Subtotal: **\$2,630.46**

Maverick

Manufacturer Part Number	Description	Price	Qty	Ext. Price
MPS62U-AW	MicroPulse Ultra 6, amber/white 2 on front fascia, 2 on rear bumper, 2 on rear doors	\$107.85	6	\$647.10
MPSM6-LB	MPS6 L-bracket Rear doors	\$10.20	2	\$20.40
ALGT45JZ-AMBR3H6C	45" Allegiant, amber/white, serial cable	\$1,782.54	1	\$1,782.54
PW100H	Pathway siren/light controller, handheld model	\$615.85	1	\$615.85
EXPMOD24	24-channel expansion module	\$192.68	1	\$192.68
HKB-MAV22	Hook mount for light bar for Maverick	\$0.00	1	\$0.00
PFSPLTR-4	4-way CAT5 splitter	\$31.66	1	\$31.66
ES100C	100W speaker	\$0.00	1	\$0.00
ESB-U	Universal speaker bracket	\$0.00	1	\$0.00

Subtotal: **\$3,290.23**

ProLogic Services Maverick

Manufacturer Part Number	Description	Price	Qty	Ext. Price
FLEETSERVICES	Installation includes dock and keyboard from previous order as well as the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees. Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	\$2,366.39	1	\$2,366.39
Installation Consumables	Shop Supplies	\$151.00	1	\$151.00

Subtotal: **\$2,517.39**

Ford PIU Partitions

Manufacturer Part Number	Description	Price	Qty	Ext. Price
475-0063	Center partition for '20+ FPIU	\$660.23	1	\$660.23

Ford PIU Partitions

Manufacturer Part Number	Description	Price	Qty	Ext. Price
475-0968	High security extension panels for '20+ FPIU	\$95.37	1	\$95.37
475-1337	Cargo barrier w/ poly upper cover for '20+ FPIU	\$448.20	1	\$448.20
Shipping	Shipping	\$220.00	1	\$220.00

Subtotal: **\$1,423.80**

ProLogic Services Ford PIU

Manufacturer Part Number	Description	Price	Qty	Ext. Price
FLEETSERVICES	Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees. Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	\$884.97	1	\$884.97

Subtotal: **\$884.97**

Milton PD/ITB 25-PD01

Prepared for:

Milton Police Department-GA

13690-B HWY 9 North
Milton, Georgia 30004
Scott Mulvey
(678) 242-2491
scott.mulvey@cityofmiltonga.us

Bill To:

Milton Police Department-GA

Scott Mulvey
13690-B HWY 9 North
Milton, Georgia 30004

Ship To:

Milton Police Department-GA

Scott Mulvey
13690-B HWY 9 North
Milton, Georgia 30004

Quote Information:

Quote #: 011114

Version: 1
Delivery Date: 01/16/2025
Expiration Date: 02/02/2025

Quote Summary

Description	Amount
Durango Admin	\$11,899.37
ProLogic Services Durango Admin	\$7,813.38
Durango Patrol	\$9,618.37
ProLogic Services Durango Patrol	\$3,066.58
Tahoe Admin	\$3,895.26
ProLogic Services Tahoe Admin	\$2,630.46
Maverick	\$3,290.23
ProLogic Services Maverick	\$2,517.39
Ford PIU Partitions	\$1,423.80
ProLogic Services Ford PIU	\$884.97

Total: \$47,039.81

Payment Terms: Net 30 Days. After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual). A PO is required for orders exceeding \$10,000. Credit card payments over \$5,000 are subject to a 2.9% fee. Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein. Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO. Hardware cancellations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologicits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs

Milton Police Department-GA

Signature:

Name:

Title:

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baldwin Krystyn Sherman Partners LLC 5871 Glenridge Dr, NE, Ste 400 Atlanta GA 30328	CONTACT NAME: PHONE (A/C, No, Ext): 404-252-8860 FAX (A/C, No): E-MAIL ADDRESS: info@tbmins.com
INSURED ProLogicITS, LLC 106 Northpoint Parkway Building 2, Suite 350 Acworth GA 30102	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance C INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: L002281 PROLOGI-01	NAIC # 27154

COVERAGES**CERTIFICATE NUMBER:** 1734894318**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7110160980006	2/6/2024	2/6/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7110160980006	2/6/2024	2/6/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		7110160980006	2/6/2024	2/6/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	406-04-49-66-0007	2/6/2024	2/6/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional /Network Garagekeepers Liability			760-01-03-07-0006 7110160980006	2/6/2024 2/6/2024	2/6/2025 2/6/2025	Per Claim/Aggregate OCC/AGG 2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Milton and City Parties are included as additional insured on the General Liability, Auto Liability and Umbrella Liability coverages per written contract in place and subject to the policy provisions, conditions, and exclusions. Coverage is written on a primary non-contributory basis as it relates to the General Liability coverage. Waiver of Subrogation applies to the General Liability, Auto Liability and Workers Compensation per written contract and subject to the policy provisions, conditions, and exclusions of the policy. See forms: General Liability - Additional insured, Primary Non-Contributory, Waiver of Subrogation: VCG2070618 Auto Liability - Additional Insured, Waiver of Subrogation - VCA-2010618 Workers Compensation - Waiver of Subrogation - WC0003130484

CERTIFICATE HOLDER**CANCELLATION**

City of Milton, GA 2006 Heritage Walk Milton GA 30004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT “C”

See Exhibits “A” and “B”

EXHIBIT "D"

STATE OF Georgia
COUNTY OF Cherokee

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

730441
Federal Work Authorization User Identification
Number

12/3/2013
Date of Authorization

ProLogic ITS, LLC
Name of Contractor

Police Vehicles – Emergency Equipment
Installation
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on January 28, 2025 in
Canton (city), GA (state).



Signature of Authorized Officer or Agent

Paul Sprayberry, Managing Partner
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 28th DAY OF
January, 2025.

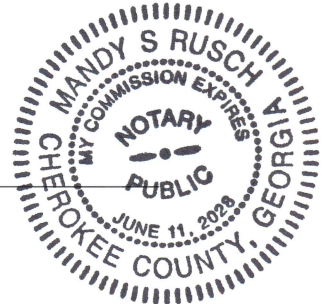


NOTARY PUBLIC Mandy S. Rusch

[NOTARY SEAL]

My Commission Expires:

June 11, 2028



(NOT APPLICABLE)

EXHIBIT "E"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ProLogic ITS, LLC on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Police Vehicles – Emergency Equipment
Installation
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____
in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Print Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 20__

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
