



AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Ashley Smith, Director of Information Technology
DATE: Submitted on May 5, 2025, for the May 19, 2025, Regular City Council Meeting

Signed by:

Ashley Smith

505853043B5C476

AGENDA ITEM: Approval of a Service Proposal, Service Agreement, and GSA Approved Terms of Use between the City of Milton and Info-Tech Research Group, Inc. for IT Training and Advisory Services

SUMMARY:

The City of Milton's Information Services Department intends to engage the services of Info-Tech Research Group through its SE Advisory membership. This membership provides access to a comprehensive suite of resources, including industry-specific advisory services, an extensive IT policies and procedures library, software selection tools, maintenance and warranty contract assessments, IT framework management system, vendor benchmarking, specialized security process evaluations, and participation in virtual industry roundtables and training sessions. These services will support the Information Services Department in making informed technology decisions, optimizing costs, and enhancing the overall efficiency and effectiveness of its IT and GIS operations.

FUNDING AND FINANCIAL IMPACT:

The funding for the Info-Tech Research services has been budgeted in the fiscal year 2025 budget.

ALTERNATIVES:

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

PROCUREMENT SUMMARY

Purchasing method used:	3 Written Quotes (\$5,000-\$49,999)
Account Number:	100-1535-523700000
Requisition Total:	\$23,485.42

REVIEW & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – May 12, 2025
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – May 7, 2025
Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:

Bernadette Harvill

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DocuSigned by:

Steven Krokoff

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ATTACHMENT(S):

Service Proposal, Service Agreement, and GSA Approved Terms of Use and Addendum No. 1

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City of Milton

Service Proposal



Andrei Vanca
Vice President, Business Development
avanca@infotech.com
1-888-670-8889 ext.2829
April 22, 2025

Hi Ashley,

On behalf of our entire team at Info-Tech Research Group, I am pleased to present this proposal for IT Research and Advisory services to you and your IT department at City of Milton.

Info-Tech's IT Research and Advisory membership provides you with access to our powerful diagnostic tools and key research to help you systematically improve your IT department's performance.

To help you maximize the impact of your membership, we also provide an unmatched level of member service.

I welcome the opportunity to work with you and your IT executives at City of Milton. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Andrei Vanca
Vice President, Business Development
avanca@infotech.com
1-888-670-8889 ext.2829

Info-Tech Research Group

3960 Howard Hughes Parkway
Suite 500, Las Vegas, NV, USA
89169

infotech.com

Proposal prepared for:

Ashley Smith

City of Milton
2006 Heritage Walk, Milton, Georgia,
United States 30004-5892

SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

Service Start Date: May 12, 2025 || Contract Length: 1-year
Contact: Ashley Smith

City of Milton

Product	Description	Quantity	Subtotal	Total
Small Enterprise Advisory Membership	Unlimited analyst calls, full diagnostic access,1 combined Contract Review / Price Benchmarking and Negotiation Engagement, 1 software selection engagement	1.00	\$19,242.26	\$19,242.26
Team Membership	Access to core research content - project blueprints, Info-Tech Academy, online Leadership training, software selection content, tools and templates library	1.00	\$4,243.16	\$4,243.16
			Total:	\$23,485.42

All items stated on this document are in USD and is subject to applicable taxes.

Federal Supply Service Authorized Federal Supply Schedule Price List (GSA) - GS-35F-298GA
Payment Terms: Prompt payment terms 0%, Net 30 days

Unless otherwise stated, consulting and workshop engagements do not include travel and expenses, which will be charged in addition to the fees listed. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Please work with your member services representative to select and schedule workshops prior to expiration.

Subject to applicable taxes. If your company is tax exempt, please provide a valid tax exemption certificate with the signed proposal. This Service Agreement is subject to the terms of the Federal Supply Schedule for Info-Tech, available online, including s 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities) of the GS-35F-298GA Contract Clause

Unless agreed to in writing, any customer terms, including purchase order terms and conditions, are of no force or effect. By signing this Service Agreement, you agree to pay the fees set out herein annually for the term indicated.

This proposal has a definite expiry date of May 30, 2025.

Please return this signed Service Agreement to Info-Tech by DocuSign, email avanca@infotech.com or fax (1-519-432-2506). Please include PO if required. Thank you for your business!

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this Service Agreement and the GSA Approved Terms of Use.

If you are tax exempt, please provide tax exemption certificate.

Name _____ Signature _____

Title _____ Date _____

Info-Tech GSA Approved Terms of Use

Exhibit A

This document states the terms and conditions under which you may use this website and the Services, which are the property of Info-Tech Research Group Inc., ("Info-Tech"). Executing this Agreement or the accompanying purchase order in writing constitutes acceptance of these terms and conditions.

1. General Use Restrictions

Info-Tech services, advice, materials, products, websites and network (collectively the "Services") are to be used for the User's (meaning a named individual user that uses the publicly available Services, or is authorized by Info-Tech in a service agreement to use the Services that require paid access) use and benefit only pursuant to the terms and limitations of the paid subscription and may not be disclosed, disseminated or distributed to any other party, except as Info-Tech otherwise agrees in writing. The User will not circumvent any encryption or otherwise gain access to Services for which the User has not been expressly granted the appropriate rights of access.

The User will not use the Services for or knowingly transmit to Info-Tech or upload to any Info-Tech site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, Trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet-based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation.

2. Copyright

The Services are © Info-Tech Research Group Inc. All rights reserved.

The Services are owned by and copyrighted by Info-Tech and other parties and may contain trademarks of Info-Tech or others. They are protected by Canadian, U.S. and international copyright and trademark laws and conventions.

User may use the Services solely for their own information purposes pursuant to the terms and limitations of the paid subscription. The User may download any of the Service's tools or templates for their individual use, but may not distribute any articles, tools, templates or blueprints internally, subject to the exceptions below.

Info-Tech is proud of and believes in the value of the Services it provides to Users. Info-Tech also appreciates referrals that Users generate by forwarding articles, tools and templates downloaded from the Services to non-Users. Info-Tech encourages Users to forward copies of individual articles, tools, templates and blueprints contained in the Services to colleagues and others who may be interested Info-Tech's Services in order for the recipient to evaluate Info-Tech's Services ("Evaluation Copy"), provided all copyright, trademark and other notices are not altered or removed. For greater

certainly, Users may forward Evaluation Copies of articles, tools, templates and blueprints contained in the Services to other non-User individuals both internal and external to the User's organization strictly for the purpose of the recipient's evaluation of Info-Tech's Services and not for any other purpose or use.

User acknowledges and agrees that they will forward Evaluation Copies to non-Users for the sole purpose of the recipient non-User's evaluation of Info-Tech's Services. Info-Tech reserves the right to review, at its sole discretion, User's account for forwarding activity, including but not limited to reviewing the quantity and description of any Evaluation Copies forwarded as well as the identification and contact information of the recipients of all Evaluation Copies. The User acknowledges that Info-Tech views Evaluation Copies as a referral system and understands that Info-Tech may attempt to contact the recipient non-User in order to assess their satisfaction with the Evaluation Copy and interest in Info-Tech's Services. User also acknowledges and agrees that Info-Tech reserves the right, at Info-Tech's sole discretion, to limit or disable User's ability to forward Evaluation Copies of articles, tools, templates and blueprints upon review of User's forwarding activities.

Any other reproduction or dissemination of the Services in any form or by any means is forbidden without Info-Tech's written permission, and without limiting the generality of the foregoing, the User will not:

- a. record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;
- b. use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- c. post any Service to any other online service (including bulletin boards or the Internet);
- d. sublicense, lease, sell, offer for sale or assign the Service; or
- e. use Info-Tech's name or any excerpts from the Services in the promotion of its products or services.

3. Users

Users must be authorized to use the Services by Info-Tech. Users must maintain and protect the confidentiality of

any password(s) and are responsible to ensure that the passwords are effective. Users shall advise Info-Tech immediately if they discover that their password has been compromised, at the following number 1-888-670-8889 (US) or 1-844-618-3192 (CAN).

4. User Submissions

Info-Tech's research services include the ability for clients to contribute content for publication on Info Tech's websites. If your account is used to submit, post, or add content to Info-Tech's websites, (collectively "User Submissions"), you agree to accept sole responsibility for those User Submissions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein.

By using Info-Tech's research services, you agree that none of your User Submissions will:

- infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage Info-Tech or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by Info-Tech in its sole discretion;
- be illegal or otherwise objectionable;
- contain the personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because Info-Tech's websites are available to the public, we cannot guarantee that User Submissions on Info-Tech's websites will remain confidential.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Submissions, we reserve the right to pre-screen and/or monitor User Submissions.

If you believe that any User Submissions appear to violate these Terms of Service, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please contact us.

You acknowledge, consent and agree that Info-Tech may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of Info-Tech, its users and the public.

5. Non-Disclosure of Confidential Information

In consideration of, and reliance upon, the covenants of Company and Info-Tech herein contained, the parties have or will disclose to each other certain information (hereinafter referred to as "Confidential Information"), including, without limitation, information concerning future or proposed products, financial performance and projections, customers, employees, contracts, strategic relationships, marketing plans and business plans and other information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"). Information which is disclosed orally shall not be considered Confidential Information unless (i) it is identified as Confidential Information prior to such disclosure, and (ii) it is memorialized in writing within fifteen (15) days following such disclosure by the Disclosing Party. Information which is disclosed visually or in tangible form (whether by document, electronic media or other form) shall not be considered Confidential Information unless it is clearly marked as Confidential Information, whether disclosed orally, visually or in tangible form (whether by document, electronic media or other form). Information shall not be considered Confidential Information if such information is actually non-confidential:

- It was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- It entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;

- It was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- It was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.

Except as provided herein, Confidential Information shall include, without limitation, proprietary, technical, marketing, operating, performance, cost, business pricing policies, programs, inventions, discoveries, trade secrets, techniques, processes, source code, unlinked object modules, computer programming techniques, and all record bearing media containing or disclosing such information and techniques disclosed pursuant to this Agreement. Information regarding current products shall be treated as non-Confidential Information unless marked "Confidential".

The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information and (i) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as this Agreement.

Info-Tech recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

6. Term

Many of the Services are "subscription" services that have a fixed term. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Info-Tech shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

7. [Reserved]**8. [Reserved]****9. Accuracy of Information and Warranty**

The information contained in the Services has been obtained from sources believed to be reliable but Info-Tech does not warrant the completeness, timeliness or accuracy of any information contained in the Services. The Services are intended to: help identify business risks; provide insights based on industry research; and to help you focus on certain matters which may be affecting your business. Info-Tech does not provide legal, accounting or other professional advice, nor should any advice from Info-Tech be construed as such. We encourage you to seek professional advice whenever necessary.

Info-Tech expressly excludes and disclaims all express or implied conditions, representations and warranties including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose, to the extent allowable by law.

Although Info-Tech takes reasonable steps to screen Services for infection by viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties before making the Services available, Info-Tech cannot guarantee that any Service will be free of infection.

User assumes sole responsibility for the selection of the Services to achieve its intended results. The opinions expressed in the Services are subject to change without notice.

Info-Tech does not endorse third-party products or services. Info-Tech assesses and analyzes the effectiveness and appropriateness of information technology in the context of a general business environment only unless specifically hired by a User to assess in the context of their own environment.

This agreement does not limit or disclaim any of the warranties specified in the GSA schedule 70 contract under far 52.212-4(O). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the federal acquisition regulations, and the contract disputes act, 41 U.S.C. 7101-7109.

10. Limitation of Liability

In no event is Info-Tech liable for any direct, special, indirect, consequential, incidental, punitive or other damages however caused, whether in contract, tort, negligence, strict liability, operation of law or otherwise, (including without limitation damages for lost profits, business interruption or loss arising out of the use of or inability to use the Services, or any information provided in the Services, or claims attributable to errors, omissions or other inaccuracies in the Service or interpretations thereof), even if Info-Tech has been advised of the possibility of such damages. Info-Tech's total liability shall in no event exceed the amount paid by the User for the Service in question.

The User acknowledges that Info-Tech has set its prices and sold the Services in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein and that the same form a fundamental and essential basis of the bargain between the parties. They shall apply even if the contract between the User and Info-Tech is found to have failed in its fundamental or essential purpose or has been fundamentally breached.

This agreement shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this contract under any federal fraud statute, including the false claims act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA schedule contract (e.g., Clause 552.238-75 – Price reductions, clause 52.212-4(H) – patent indemnification, and GSAr 552.215-72 – Price adjustment – failure to provide accurate information).

11. Links to Third-Party Sites

Any third-party sites that are linked to the Services are not under Info-Tech's control. Info-Tech is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. Info-Tech provides links as a convenience only and such links do not imply any endorsement by Info-Tech of those sites.

12. Investment Advice

The Services are not intended to be used for the purpose of, or as a basis for, making investment decisions or recommendations with respect to securities of any company or industry and Info-Tech assumes no liability for decisions made, in whole or in part, on the basis of any information contained in the Services.

13. Governing Law

This site and agreement is governed by the Federal laws of the United States, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods.

14. Privacy

A User's right to privacy is of paramount importance to Info-Tech. See our Privacy Policy below for more detail. The identity of our research clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

15. Contact Information

CORPORATE COUNSEL

Toll-free (US): 1-888-670-8889
Toll-free (CAN): 1-844-618-3192
International: +1-519-432-3550

SERVICE PROPOSAL, SERVICE AGREEMENT, AND GSA APPROVED TERMS OF USE BETWEEN THE CITY OF MILTON AND INFO-TECH RESEARCH GROUP INC.

ADDENDUM NO. 1

This Addendum, executed this _____ day of _____, 2025 (the “Effective Date”) supplements that certain Service Proposal, Service Agreement and GSA Approved Terms of Use (collectively known as the “Agreement”) between **INFO-TECH RESEARCH GROUP INC.**, a Delaware corporation with principal office located at 3960 Howard Hughes Parkway, Suite 500, Las Vegas, NV 89169 (“Service Provider”), and the **CITY OF MILTON**, a political subdivision of the State of Georgia (“Customer”), of even date herewith, to add the following provisions thereto:

1. Conflicting Provisions.

This Addendum is attached to and is a part of the Agreement described above. The provisions of this Addendum control over any contrary provisions found in the Agreement. No provision of the Agreement shall operate to override the provisions of this Addendum. All provisions not specifically addressed herein shall be as set forth in the Agreement.

2. Term of Agreement.

If the term of this Agreement is over one (1) 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 the Customer on September 30th of each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1st of each subsequent fiscal year absent the Customer’s provision of written notice of non-renewal to Service Provider at least sixty (60) days prior to the end of the then term. Title to any supplies, materials, equipment, or other personal property shall remain in Service Provider until fully paid for by the Customer.

3. Termination.

Customer may terminate this Agreement for convenience at any time upon providing written notice thereof at least sixty (60) days in advance of the termination date.

4. Sovereign Immunity; Indemnification.

Nothing contained in the Agreement shall be construed to be a waiver of Customer’s sovereign immunity or any individual’s qualified, good faith or official immunities. Any provision of the Agreement requiring the Customer to indemnify the Service Provider is only valid to the extent allowed by Georgia law. The parties hereto agree and acknowledge that the Customer is under no obligation to procure additional insurance related to the Agreement, including this Addendum.

5. Confidentiality.

Service Provider acknowledges that Customer's disclosure of documentation is governed by Georgia's Open Records Act, and Service Provider further acknowledges that if Service Provider submits records containing trade secret information, and if Service Provider wishes to keep such records confidential, Service Provider 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.

6. Ethics Code; Conflict of Interest.

Service Provider 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. Service Provider certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement. Service Provider and the Customer 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. The Service Provider and the Customer further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Service Provider or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

7. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, 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, Service Provider agrees that, during performance of this Agreement, Service Provider, 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, national origin, gender, age or disability. In addition, Service Provider agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

8. Governing Law.

This Contract is governed by the laws of the State of Georgia to the extent that such laws apply to the City as a municipal corporation of the State of Georgia and as a party to this Agreement.

[signature page follows]

IN WITNESS WHEREOF Customer and Service Provider have executed this Agreement, effective as of the Effective Date first above written.

SERVICE PROVIDER:

INFO-TECH RESEARCH GROUP INC.

DocuSigned by:
Liam Ledgerwood
By: _____
Print Name: Liam Ledgerwood
Title: Senior Legal Counsel

Attest:

Signed by:
Azeezat Adejare
Signature: _____
Print Name: Azeezat Adejare
Title: Legal Counsel

CITY OF MILTON, GEORGIA

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Print Name: _____
Title: City Clerk

Approved as to form:

Signed by:
Jennifer McCall 5/8/2025

City Attorney Date