



**CONTRACT DOCUMENTS FOR**

**21ITB129107C-GS**

**21ITB129107C-GS, Uniforms and Related Accessories**

**For**

**Department of Real Estate and Asset Management**

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## CONTRACT AGREEMENT

Contractor: North America Fire Equipment Company, Inc.

Contract No.: 21ITB129107C-GS, Uniforms and Related Accessories

Address: 1515 West Moulton Street  
City, State Decatur, AL 35601

Telephone: (256) 353-7100

Email: ronald.woodall@nafeco.com

Contact: Ronald Woodall  
Vice President

This Agreement made and entered into effective the 6th day of October, 2021 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **NORTH AMERICA FIRE EQUIPMENT COMPANY, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform uniforms and related accessories, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on October 6, 2021, BOC# 21-0765.

#### ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

#### ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to provide the specified clothing, uniform and accessory items listed in the Bid Form when and as required. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with



County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

#### ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

#### ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

#### ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

##### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on 6th day of October 2021, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2021. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

##### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement

commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2022 and shall end no later than the 31<sup>st</sup> day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2023 and shall end no later than the 31<sup>st</sup> day of December, 2023. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**ARTICLE 9. COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed \$55,000.00 (Fifty Five Thousand Dollars and No Cents, which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all

personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

#### ARTICLE 11. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

#### ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

#### ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

#### ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

#### ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

#### ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

#### ARTICLE 18. **INDEMNIFICATION**

**18.1 Non-Professional Services Indemnification.** Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**18.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**18.3 Defense.** Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

**18.4 Separate Counsel.**

**18.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

**18.4.2 Voluntary Separate Counsel.** Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with

all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**18.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

#### ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 21. **PROHIBITED INTEREST**

##### Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection



by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

#### ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

#### ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

#### ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management  
Director  
141 Pryor Street, S.W. 6<sup>th</sup> Floor  
Atlanta, GA 30303  
Telephone: (404) 612-5900  
Email: [joseph.davis@fultoncountyga.gov](mailto:joseph.davis@fultoncountyga.gov)  
Attention: Joseph N. Davis

**With a copy to:**

Department of Purchasing & Contract Compliance  
Director  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, GA 30303  
Telephone: (404) 612-5800  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

North America Fire Equipment Company, Inc.  
1515 W. Moulton Street

Decatur, AL 35601  
Telephone: (256)353-7100  
Email: ronald.woodall@nafeco.com  
Attention: Ronald Woodall, Vice President

#### ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

#### ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

#### ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to

include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

### ARTICLE 33. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address

- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-contractors/Suppliers:** The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

4E1B4AA5F0A4A...

Robert

Board of Commissioners

CONTRACTOR:

**NORTH AMERICA FIRE  
EQUIPMENT COMPANY, INC.**

DocuSigned by:

*Ronald Woodall*

4C2E4B91DF074EE...

Ronald Woodall

Vice President

ATTEST:

DocuSigned by:

*Tonya R. Grier*

EEC476C48376A8D...

Tonya R. Grier

Clerk to the Commission

( Affix County Seal)

ATTEST:

DocuSigned by:

*Ronald Woodall*

4C2E4B91DF074EE...

Secretary/

Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Dennal Stewart*

2277A2CE73F4E4...

Office of the County Attorney



APPROVED AS TO CONTENT:

DocuSigned by:

*Joseph N. Davis*

E45C5C5E17FB417...

Joseph N. Davis, Director

Real Estate and Asset Management

ITEM#: XXX

RCS: XXX

RECESS MEETING

ITEM#: 21-0765

RM: 10/06/2021

REGULAR MEETING

# **ADDENDA**



Date: Tuesday, June 1, 2021

Project Number: 21ITB129107C-GS

Project Title: Uniform and Related Accessories

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

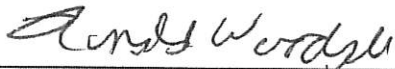
**ADD NDUM NO. 1**

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid su mittal package.

This is to acknowledge receipt of Addendum No. \_\_1, \_\_1st\_\_ day of \_\_June\_\_, 2021.

Ronald Woodall

Legal Name of Bidder



Signature of Authorized Representative

Vice President

Title



# **EXHIBIT A**

## **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

No Special Conditions were required for this Project

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Contractor shall provide the specified clothing, uniform and accessory items listed in **Bid Form** when and as required.

The Contractor agrees to provide a summary report each month for each division or section which will show by individual within each division or section the quantity and makeup of uniforms delivered, to whom, and at what price, along with a listing of all back ordered items. It must include an estimated delivery date for each back ordered item.

The Department of Real Estate and Asset Management has a uniform allotment per employee; it will be the contractor's responsibility to obtain the specified allotment from the contact person. **The County will not be responsible for the payment of invoices that exceed the County's maximum allotment.** To alleviate any confusion regarding invoices and private sales, County employees are restricted from entering into any private sales transactions until after they have met their individual uniform allotment and the order(s) delivered complete.

All garments supplied to Fulton County employees must contain a permanently affixed product label, with information of the fabric content, garment identification and laundering (cleaning) instructions. Contractor will box and tag each employee's uniforms and deliver to the appropriate site. All garments must be delivered thoroughly pressed in conformance with good trade practice for better quality garments.

The Contractor must be able to reasonably match existing uniforms in color as well as in style. A sample uniform is available for examination in each division or section of Department of Real Estate and Asset Management. Please contact the Project Manager to view current uniforms, if desired.

Fulton County requires the contractor must measure all eligible employees for the Department of Real Estate and Asset Management following locations:

**Charlie Brown Airport**  
3929 Aviation Circle, Bldg. B,  
Atlanta, Georgia 30336

**Fulton County Justice Center**  
160 Pryor Street, Suite B  
Atlanta, Georgia 30303

**Board of Health (BOH)**  
1636 Connally Dr.  
East Point Georgia 30344

-

**Central Maintenance Facility**

895 Marietta Blvd.,  
Atlanta, Georgia 30318

Notes: Alternate locations may be arranged by mutual agreement. The exact time and place for the actual measuring must be coordinated and agreed to by the point of contact for each section. Primary and alternate (makeup) dates will be scheduled for each location. The Department of Real Estate and Asset Management will provide order forms for the vendors to use.

The contractor must measure all employees for each item ordered, making alterations as necessary, to ensure a professional image.

The contractor will be required to ship orders boxed by individual employee, with a packing slip attached clearly showing employee's first name, last name and section and all items included.

Any back ordered items must be clearly listed on a backorder report with an estimated delivery date. All exchange items must be shipped by the contractor within (2) weeks of receipt of misfit or damaged items.

Orders must be delivered within **ninety (90)** calendar days of receipt of order form with the provision that the contract administrator may waive this requirement.

The contractor shall correct all clothing due to mis-fittings and/or defects within a maximum of two (2) calendar weeks from the date of notification. Any patches on returned items will be reused or replaced at no additional cost to the County. The point of contact will specify the point of delivery for each section. Repeated misfits and/or defects shall be grounds for declaring the contractor non-responsive.

## SECTION 8

## EXHIBITS

## EMBROIDERY and PATCHES

- a. To receive or view a copy of the emblem if a copy of this patch is not received with this ITB. The as following **"copy of embroidery, patches, silk screening"** is the same for the Operations Division, and Warehouse and Logistics Divisions. The department patches are identical in size and design, and color. **Estimated annual usage: 1,188**

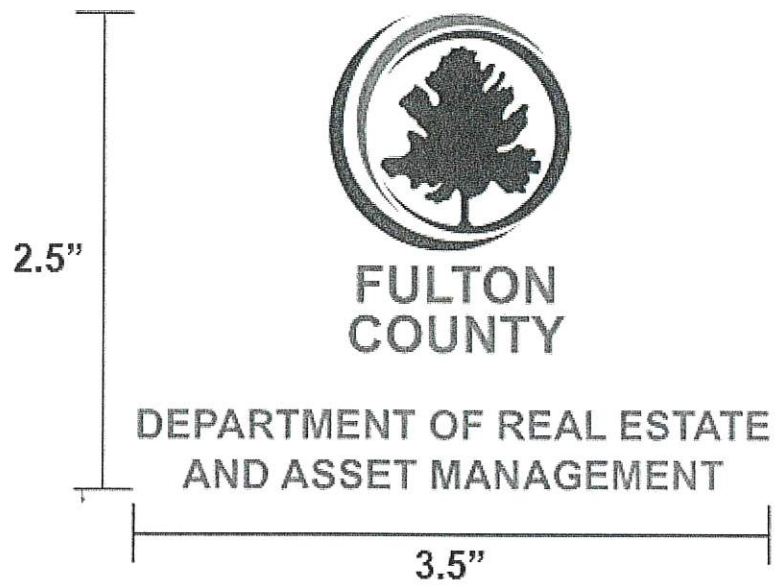
**All Embroidery:** With Fulton County logo on left chest, are blue / orange circle with Blue tree. Orange lettering at the bottom, **FULTON COUNTY** and **REAL ESTATE AND ASSET MANAGEMEN** on the bottom. **Include embroidery and or patch and sewing in price of the garment.**

**All Patches:** With Fulton County logo on left Sleeve two inches below shoulder seam 3-1/4 X3-1/4 round Blue tree. Orange lettering with EFFICIENT EFFECTIVE FISCALLY SOUND superimposed over tree DEPARTMENT of **REAL ESTATE AND ASSET MANAGEMENT** in top portion of circle **WHAT EVER IT TAKES AT THE BOTTOM OF THE CIRCLE.** Include patch and sewing in price of the garment.

**All Silk Screening:** With Fulton County logo on left chest, are blue / orange circle with Blue tree. Orange lettering at the bottom, **FULTON COUNTY** and **REAL ESTATE AND ASSET MANAGEMEN** on the bottom. **Include silk screening in price of the garment.**

- b. Placement of emblems of the shirts, jackets, caps and coveralls. The department embroidered logo must be placed on the left breast 1" above the pocket. The department patch will be sewn on the left shoulder two inches below the shoulder seam, the cap embroidered logo attached to the front portion of the cap with the bottom of the logo 1/2" above the bill.
- c. **The successful vendor(s) must obtain final approval on all patches/embroidery from the contact person prior to processing order(s).**
- d. Replacement patches shall be provided at no additional cost to the County for any patches lost or ruined by garment vendor.





21ITB129107C-GS  
Uniforms and Related Accessories

Section 8  
Exhibit

Sketch ID# : G30812

Type : Embroidered Emblem

Date : 04- 19 - 17

Size : 3-1/4" X 3-1/4"

Thread  
Count : 3

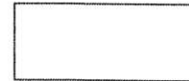
# 800  
# 335  
# 172



APPROVED BY
CSR:
CUSTOMER:
QUANTITY NEEDED:
FAX BACK TO CSR

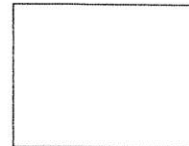
Border Style : Stitched

Border Color : # 335



Background Style : 100%

Background Color : 364



Special Notes :

- 1) colors are closest match available
- 2) Ticket # 125575

\*Colors may vary, see company thread & fabric chart for actual colors. Design may be modified slightly from original art for enhancement or quality purposes.

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# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$55,000.00 (Fifty Five Thousand, Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

**BID FORM**

Submitted To: Fulton County Government

Submitted By: North America Fire Equipment Company, Inc. (NAFECO)For: **Insert Bid# Uniforms and Related Accessories**Submitted on June 7, 2021.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Total Base Bid Cost for Line Items #1 thru #27)

\$ 32,090.50

(Dollar Amount in Numbers)

Thirty-two thousand ninety dollars and fifty cents

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

### PRICING SHEETS

**Note:** Provide unit price for each uniform size (S, M, L, XL, 2X, 3X, 4X, 5X & 6X) and total all unit prices sizes up to submit a total cost for each line in the Total Column.

Item#	DESCRIPTION	Estimated Quantity	Unit Price	Total
1	<b>Shirts - Men's and Women's Supervisors</b> <b>Red Kap #SP20 or equal Short Sleeve</b> 65% polyester, 35% cotton with yarn-dyed stripes, lined collar with stays, and two button through pockets. Color: Green w/ White stripes, Blue w/ White stripes, Gray w/ White stripes  <b>Sizes ranges from Small through 6XLARGE</b>  <b>Total Estimated Quantity 50 in Various Sizes</b>	50	\$18.50 S \$18.50 M \$18.50 L \$18.50 XL \$21.50 2X \$21.50 3X \$21.50 4X \$35.00 5X \$35.00 6X	\$208.50 (Total cost for sizes S - 6X)
2	<b>Shirts - Men's and Women's Supervisors</b> <b>Red Kap #SP10 or equal Long Sleeve</b> 65% polyester, 35% cotton with yarn-dyed stripes, lined collar with stays, fully lined cuffs and two button through pockets. Color: Green w/ White stripes, Blue w/ White stripes, Gray w/ White stripes  <b>Sizes ranges from Small through 6XLARGE</b>  <b>Total Estimated Quantity 50 in Various</b>	50	\$20.00 S \$20.00 M \$20.00 L \$20.00 XL \$24.00 2X \$24.00 3X	\$ 228.00 (Total cost for sizes S - 6X)



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Uniforms and Related Accessories

Section 2  
Bid Form

	<b>Sizes</b>		<u>\$24.00</u> 4X <u>\$28.00</u> 5X <u>\$28.00</u> 6X	
3	<b>Shirts, Trades Men and Women collared REDKAP SP24 or equal Short Sleeve.</b> Fabric: 4.25 oz. Poplin, Blend: 65% Polyester / 35% Cotton Care: Industrial Laundry - Heavy Soil, Industrial Laundry - Light Soil, Home Wash Finish: Pre-cure durable press with soil release and wick able finish Closure: Six buttons plus gripper at neck Collar: Two-piece, lined, sewn-in stays Pocket: Two button-thru, hex-style pockets with angled , barracked pencil stall on left pocket Facing: Stitched-down front. Color: Light Gray -LA, Khaki - KK, Navy Blue -NV  <b>Sizes ranges from Small through 6XLARGE</b>  <b>Total Estimated Quantity 300 in Various Sizes</b>	300	<u>\$13.00</u> S <u>\$13.00</u> M <u>\$13.00</u> L <u>\$13.00</u> XL <u>\$15.00</u> 2X <u>\$15.00</u> 3X <u>\$15.00</u> 4X <u>\$24.00</u> 5X <u>\$24.00</u> 6X	<b>\$ 145.00</b> (Total cost for sizes S - 6X)
4	<b>Shirts, Trades Men and Women collared REDKAP SP14 or equal Long Sleeve,</b> Fabric: 4.25 oz. Poplin, Blend: 65% Polyester / 35% Cotton, Care: Industrial Laundry - Heavy Soil, Industrial Laundry - Light Soil, Home Wash Finish: Pre-cure durable press with soil release and wick able finish Closure: Six buttons plus gripper at neck Collar: Two-piece, lined, sewn-in stays Pocket: Two button-thru, hex-style pockets with angled , barracked pencil stall on left pocket Facing: Stitched-down front Color: Light Gray -LA, Khaki - KK, Navy Blue -NV  <b>Sizes ranges from Small through 6XLARGE</b>  <b>Total Estimated Quantity 300 in Various Sizes</b>	300	<u>\$15.50</u> S <u>\$15.50</u> M <u>\$15.50</u> L <u>\$15.50</u> XL <u>\$18.50</u> 2X <u>\$18.50</u> 3X <u>\$18.50</u> 4X <u>\$29.50</u> 5X <u>\$29.50</u> 6X	<b>\$ 176.50</b> (Total cost for sizes S - 6X)

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Uniforms and Related Accessories

Section 2  
Bid Form

5	<p><b>Tee shirt, GLIDAN G2000 OR EQUAL,</b> 6 oz. 100% preshrunk cotton Industry leading assortment of colors, Industry leading assortment of colors, Soft premium cotton for added comfort, Classic Cut for roomier fit Double needle stitching in sleeves and bottom hem for extra durability Color :Heather Gray Navy Hunter Green</p> <p><b>Sizes ranges from Small through 6XLARGE</b></p> <p><b>Total Estimated Quantity 400 in Various Sizes</b></p>	400	<p>\$8.00 S</p> <p>\$8.00 M</p> <p>\$8.00 L</p> <p>\$8.00 XL</p> <p>\$10.00 2X</p> <p>\$13.00 3X</p> <p>\$13.00 4X</p> <p>\$13.00 5X</p> <p>\$ n/a 6X</p>	<p>\$ 81.00 (Total cost for sizes S – 6X)</p>
6	<p><b>Shirts Managers- Sport Tek Dri Mesh Polo-- K469 or equal</b> 3.5-ounce, 100% poly double mesh Double-needle stitching on armholes, shoulders and bottom hem Taped neck Hemmed sleeves Flat knit collar 3-button placket Side vents. <b>Colors:</b> Red, Navy, Dark Green, Maroon, Black, Royal, Color: Red, Navy, Dark Green, Maroon, Black, Royal, Sandstone, Steel and White</p> <p><b>Sizes ranges from Small through 6XLARGE</b></p> <p><b>Total Estimated Quantity 50 in Various Sizes</b></p>	50	<p>\$21.00 S</p> <p>\$21.00 M</p> <p>\$21.00 L</p> <p>\$21.00 XL</p> <p>\$23.00 2X</p> <p>\$26.00 3X</p> <p>\$28.00 4X</p> <p>\$28.00 5X</p> <p>\$28.00 6X</p>	<p>\$ 217.00 (Total cost for sizes S – 6X)</p>
7	<p><b>Shirt's Crafts – Pique Polo RED KAP SK98 OR EQUAL,</b> 4.5oz Pique knit Blend: 100% Polyester Care: Industrial Laundry, Heavy Soil, Industrial Laundry Light Soil, Home Wash, Rib Knit Collar Pocket: One hemmed, spade – style, Color: Navy, Tan, Grey, White</p>	250	<p>\$22.00 S</p> <p>\$22.00 M</p> <p>\$22.00 L</p> <p>\$22.00 XL</p>	<p>\$ 213.00 (Total cost for sizes S – 6X)</p>



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Uniforms and Related Accessories

Section 2  
Bid Form

	<p>Sizes ranges from Small through 6XLARGE</p> <p>Total Estimated Quantity 250 in Various Sizes</p>		<p>\$25.00 2X</p> <p>\$25.00 3X</p> <p>\$25.00 4X</p> <p>\$25.00 5X</p> <p>\$25.00 6X</p>	
8	<p>Shirt's Supervisors Performance Knit two tone Polo Red Cap, style #SK54 or equal, 4.5 oz. Micro-mesh 100% Polyester, short sleeve, snag and wrinkle resistant, rib knit collar three buttons. Straight hem with side vents for added mobility. No pocket. Color: Navy, Hunter Green Charcoal, Charcoal /Black - Navy Charcoal Color: Navy, Hunter/Green, Charcoal/Black, Navy/Charcoal</p> <p>Sizes ranges from Small through 6XLARGE</p> <p>Total Estimated Quantity 50 in Various Sizes</p>	50	<p>\$24.00 S</p> <p>\$24.00 M</p> <p>\$24.00 L</p> <p>\$24.00 XL</p> <p>\$27.00 2X</p> <p>\$27.00 3X</p> <p>\$27.00 4X</p> <p>\$27.00 5X</p> <p>\$27.00 6X</p>	<p>\$ 231.00 (Total cost for sizes S - 6X)</p>
9	<p>Shirt's Men - Managers 13V0521 Van Heusen or equal, 3.4 oz 60/40 cotton/polyester twill button down collar Single-needle stitched armholes Double-needle stitched felled side seam two penalized buttons on an adjustable cuff with button-through sleeve plackets Left chest pocket, back box pleat</p> <p>Sizes ranges from Small through 6XLARGE</p> <p>Color: Cobalt, Black, Khaki, Navy, Scarlet and White</p> <p>Total Estimated Quantity 50 in Various Sizes</p>	50	<p>\$30.00 S</p> <p>\$30.00 M</p> <p>\$30.00 L</p> <p>\$30.00 XL</p> <p>\$30.00 2X</p> <p>\$30.00 3X</p> <p>\$30.00 4X</p>	<p>\$ 270.00 (Total cost for sizes S - 6X)</p>

2117L 1294070-00  
 Uniforms and Related Accessories

Section 2  
 Bid Form

			\$ <u>30.00</u> 5X \$ <u>30.00</u> 6X	
10	<b>Shirts Women - Managers 13V0527 Van Heusen or equal, 3.4 oz, 60% cotton/40% polyester twill, point collar Darted front and back for fitted silhouette Pearlized buttons Curved bottom hem.</b>  <b>Sizes ranges from Small through 6XLARGE</b>  All Color: Black, Blue Dawn, Cobalt, Primrose, Scarlet Khaki, Navy, and White  <b>Total Estimated Quantity 25 in Various Sizes</b>	25	\$ <u>30.00</u> S \$ <u>30.00</u> M \$ <u>30.00</u> L \$ <u>30.00</u> XL \$ <u>30.00</u> 2X \$ <u>30.00</u> 3X \$ <u>30.00</u> 4X \$ <u>n/a</u> 5X \$ <u>n/a</u> 6X	\$ <u>210.00</u> (Total cost for sizes S - 6X)
<b>LINE ITEM</b>	<b>DESCRIPTION</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Unit Price</b>

211TB129107C-03  
Uniforms and Related Accessories

Section 2  
Bid Form

11	<p><b>Flat Front Pants, Men and Women Dickies #374 or equal</b>, 65% polyester, 35% cotton, 8.5 oz twill fade resistant plain front trousers, durable pocket lining resists tears and holes, long-tunnel belt loops. Welt back pockets, Hook and eye closure, Brass zipper, Permanent crease.</p> <p>Average cost for sizes required are twenty eight inches (28") to sixty inches (60") waist to be hemmed individually.</p> <p>All Color: Dark Brown, Charcoal, Navy</p> <p><b>Total Estimated Quantity 250 in Various Sizes</b></p>	250	\$ <u>25.00</u> (Average Cost)	\$ <u>6,250.00</u>
12	<p><b>Cargo Pants, Men and Women Dickies #LP337 or equal</b>, 100% cotton 8.5 oz vat dyed twill. Relaxed Fit. Heavy duty brass ratchet zipper. Wide belt loops. Metal tack button. Two roomy cargo pockets with hidden zipper closure. Extra pockets on outside cargo pockets. Reinforced front pockets.</p> <p>Average cost for sizes required are twenty-Eight inches (28") to sixty inches (60") waist.</p> <p>Color: Moss Green XP834, Charcoal LP337, Navy LP337</p> <p><b>Total Estimated Quantity 400 in Various Sizes</b></p>	400	\$ <u>32.00</u> (Average Cost)	\$ <u>12,800.00</u>
13	<p><b>Shorts, uniform, Dickies X-Series XR832 Men's and Women</b>. 98%Twill, 2%Cotton/Spandex 8.2 oz. Flex fabric. Active waistband for comfort. 3 x1 Twill. Combination multi-use cell phone pocket and expandable cargo pocket.</p> <p>Average cost for Sizes required are twenty-Eight inches (28") to sixty inches (60") waist.</p> <p>Color Navy, Charcoal, Moss Green</p> <p><b>Total Estimated Quantity 50 in Various Sizes</b></p>	50	<p>\$ <u>22.00</u> (Average Cost)</p> <p>*** Item is Discontinued ***</p> <p>Replacement Shorts: Dickies PT4C Sizes - 30-50</p>	\$ <u>1,100.00</u>

21ITE 1291070-00  
 Uniforms and Related Accessories

Section 2  
 Bid Form

14	<p>Cargo Shorts, Dickies X-Series XR833 Men and Women. 98%Twill, 2%Cotton/ Spandex 8.2 oz. Flex fabric. Active waistband for comfort. 3 x1 Twill. Combination multi-use cell phone pocket and expandable cargo pocket.</p> <p>Average cost for Sizes required are twenty-eight inches (28") to sixty inches (30") waist.</p> <p>Color Navy, Charcoal, Moss Green</p> <p>Total Estimated Quantity 50 in Various Sizes</p>	50	<p>\$21.00            (Average Cost)</p>	<p>\$ 1,050.00</p>
15	<p>Painter Pants Dickies #1953WH or equal, men's and women's, cotton/polyester blend,</p> <p>Average cost for Sizes required are twenty-eight inches (28") to sixty inches (30") waist. To be hemmed individually</p> <p>Color White</p> <p>Total Estimated Quantity 25 in Various Sizes</p>	25	<p>\$22.00            (Average Cost)</p>	<p>\$ 550.00</p>
16	<p>Coveralls, Red Kap CT10 or equal men's and women's, 7.5 oz 65% polyester, 35% cotton, short and long sleeved, top stitched collar and hemmed cuffs, sized to be worn over clothing. Two-way brass zipper, gripper at top of zipper and at lapel, two front pockets, two breast pockets, two patch hip pockets, rule pocket, side vent openings. Sizes twenty-eight (28) to fifty-eight (58). Coveralls are to be hemmed to fit individually.</p> <p>All Color: Charcoal - Spruce Green - Navy</p> <p>Sizes ranges from Small through 6XLARGE Sizes Available - 36 - 66</p> <p>Total Estimated Quantity 50 in Various Sizes</p>	50	<p>\$31.00 S            \$31.00 M            \$31.00 L            \$31.00 XL            \$36.00 2X            \$36.00 3X            \$36.00 4X            \$42.00 5X            \$42.00 6X</p>	<p>\$ 316.00            (Total cost for sizes S - 6X)</p>



2117 - 29101-00  
Uniforms and Workwear Accessories

Section 2  
Bid Form

17	<p><b>Coverall Insulated Red Kap CT30 or equal</b>, men's and women's, 65% polyester, 35% combed cotton, collar is top stitched. Cuffs are adjustable with concealed knit wristlet. Lining is red nylon quilted to 100% polyester fiberfill lining. Two-way brass zipper, two (2) front pockets, two (2) zippered breast pockets, pencil stall, two (2) patch hip pockets, rule/pliers pocket, adjustable leg bottoms, side vent openings. <b>Sizes twenty-eight (28) to fifty-eight (58)</b>. Coveralls shall be hemmed by measurements individually.</p> <p><b>Sizes ranges from Small through 6XLARGE</b></p> <p>Color: Navy</p> <p><b>Total Estimated Quantity 50 in Various Sizes</b></p>	50	<p>\$66.00 S</p> <p>\$66.00 M</p> <p>\$66.00 L</p> <p>\$66.00 XL</p> <p>\$78.00 2X</p> <p>\$78.00 3X</p> <p>\$78.00 4X</p> <p>\$n/a 5X</p> <p>\$n/a 6X</p>	<p>\$ 498.00</p> <p>(Total cost for sizes S - 6X)</p>
18	<p><b>Rain Suit, .35mm Polyester/PVC</b> Ultrasonically welded seams reinforced at stress points with storm flap, dome snaps, two patch pockets corduroy color and detachable hood. None conductive fasteners, underarm vent. Bib Overall pants with fly front and adjustable suspenders, ankle cuff take up snaps and adjustable waist snaps.</p> <p><b>Sizes ranges from Small through 6XLARGE</b></p> <p>Color: Yellow</p> <p><b>Total Estimated Quantity 50 in Various Sizes</b></p>	25	<p>\$16.00 S</p> <p>\$16.00 M</p> <p>\$16.00 L</p> <p>\$16.00 XL</p> <p>\$16.00 2X</p> <p>\$18.00 3X</p> <p>\$18.00 4X</p> <p>\$18.00 5X</p> <p>\$18.00 6X</p>	<p>\$ 152.00</p>
19	<p><b>Parka Jacket, Red Kap JP70 or equal</b> Heavyweight 6 ounce 65/35 polyester cotton poplin shell with 100% nylon teftea lining, over size hip length, bungee cord waist adjustment, and two concealed at waist. Double entry lower pockets and detachable hood.</p> <p><b>Sizes ranges from Small through 6XLARGE</b></p> <p>Colors Navy, Black</p> <p><b>Total Estimated Quantity 25 in Various</b></p>	25	<p>\$99.00 S</p> <p>\$99.00 M</p> <p>\$99.00 L</p> <p>\$99.00 XL</p> <p>\$119.00 2X</p> <p>\$119.00 3X</p>	<p>\$ 753.00</p>

211T1 - 25107-0000  
 Uniforms and Related Accessories

Section 2  
 Bid Form

	Sizes		\$ <u>119.00</u> 4X \$ <u>n/a</u> 5X \$ <u>n/a</u> 6X	
20	<p>Team style jacket Red Kap JT38 or equal, 65% fortrel polyester, 35% combed cotton, 7.25 ounce twill with durable press, soil release finish, waist length with zipper front closure and ribbed collar, cuffs and waistband, welted slash pockets, with or without buttons, permanently lined, colors Navy, Charcoal, Spruce Green</p> <p>Sizes ranges from Small through 6XLARGE</p> <p>Total Estimated Quantity 50 in Various Sizes</p>	50	<p>\$ <u>36.00</u> S \$ <u>36.00</u> M \$ <u>36.00</u> L \$ <u>36.00</u> XL \$ <u>42.00</u> 2X \$ <u>42.00</u> 3X \$ <u>42.00</u> 4X \$ <u>42.00</u> 5X \$ <u>42.00</u> 6X</p>	\$ <u>354.00</u>
21	<p>Cap, Otto Pro Style 31-069 or equal, 65% cotton, 35% polyester twill, all cloth, medium profile front with medium back. Six-panel crown, structured front panels with medium back. Six-panel crown, structured front panels with buckram for crown shape. Six sewn black eyelets, black button capper, 3" partially squared bill, black with six rows of bill stitch, matching under bill. Plastic Tab Adjustment. (head portion of cap.</p> <p>Average Cost for sizes : Small through 2X</p> <p>Colors Navy, Black/Charcoal Gray, Navy, Dark Green/Khaki</p> <p>Total Estimated Quantity 150 in Various Sizes</p>	150	<p>\$ <u>9.50</u> (Average Cost)</p>	\$ <u>1,425.00</u>
	<p>Cap Otto 164-1190 or equal, 100% Polyester Front 100% Polyester Mesh Back Front Panel With Lining, Mid Profile 5-panel cap Seamless Foam Front Panel with Lining 6 Rows Stitching on Flat Visor Matching Fabric Undervisor Matching</p>		<p>\$ <u>10.00</u> (Average Cost)</p>	\$ <u>1,500.00</u>

2117L - 20107 0-4-0  
Uniforms and Accessories

Section 2  
Bid Form

22	<p>Color Sweatband Plastic Snap Closure.</p> <p>Average cost for sizes : Small through 2X</p> <p>Colors Charcoal Gray, Navy, Kelly Green</p> <p>Total Estimated Quantity 150 in Various Sizes</p>			
23	<p>Knit Cap Otto Style 82-625 or equal. 60% cotton 40% Acrylic 8 inch.</p> <p>Average cost for sizes : Small through 2X</p> <p>All colors, Black, Light Gray, Navy, Hunter Green</p> <p>Total Estimated Quantity 100 in Various Sizes</p>	100	\$ 8.75 (Average Cost)	\$ 875.00
24	<p>Knit Cap Otto Style 82-480 60% cotton 40% 12 inch.</p> <p>Average cost sizes : Small through 2X</p> <p>All colors, Black, Light Gray, Navy, Hunter Green</p> <p>Total Estimated Quantity 100 in Various Sizes</p>	100	\$ 10.00 (Average Cost)	\$ 1,000.00
25	<p>Soft, leather, plain finish, minimum 1" width with tongue buckle.</p> <p>Average cost for Sizes : 24" to 58"</p> <p>Color: Black</p> <p>Total Estimated Quantity 75 in Various Sizes</p>	75	\$ 18.50 (Average Cost)	\$ 1,387.50
26	One time cost embroidery set-up fee:			\$ 25.00
27	One time cost silk screen set-up fee:			\$ 75.00
28	Total Base Bid Cost for Items #1 thru #27			\$ 32,090.50

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

n/a Dollars

(\$ n/a ) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	<u>1</u>	DATED	<u>6/1/2021</u>
ADDENDUM #	<u></u>	DATED	<u></u>
ADDENDUM #	<u></u>	DATED	<u></u>
ADDENDUM #	<u></u>	DATED	<u></u>

BIDDER: North America Fire Equipment Company, Inc. (NAFECO)

Signed by: Ronald Woodall  
[Type or Print Name]

Title: Vice President

Business Address: 1515 West Moulton Street  
Decatur, Alabama 35601

Business Phone: (256) 353-7100



21ITB 291070-00  
Uniforms and Related Accessories

Section 2  
Bid Form

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
<u>Jerrell Oaks, President</u>	<u>1515 West Moulton St. Decatur, AL 35601</u>
<u>Ronald Woodall, Vice President</u>	<u>1515 West Moulton St. Decatur, AL 35601</u>
<u>Brandon Oaks, Chief of Operations</u>	<u>1515 West Moulton St. Decatur, AL 35601</u>
<u>Brian Oaks, Director of Operations</u>	<u>1515 West Moulton St. Decatur, AL 35601</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

END OF SECTION

# **EXHIBIT E**

## **PURCHASING FORMS**

## STATE OF GEORGIA

## COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT

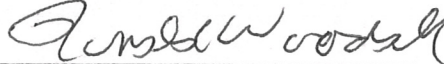
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] North America Fire Equipment Company, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

163356

EEV/Basic Pilot Program\* User Identification Number

Ronald Woodall

BY: Authorized Officer of Agent  
(Insert Contractor Name)

Vice President

Title of Authorized Officer or Agent of Contractor

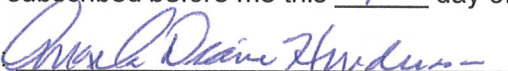
Ronald Woodall



Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 7 day of June, 2021

Notary Public

County: MorganCommission Expires: 7/5/22

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



21ITB129107C-GS  
Uniforms and Related Accessories

Section 6  
Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

**FORM B: GEORGIA SECURITY AND IMMIGRATION 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<sup>3</sup> under a contract with [insert name of prime contractor] North America Fire Equipment Company, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

576437

EEV/Basic Pilot Program\* User Identification Number

Safeguard Printing & Promotional Products Inc.

BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

Manager

Title of Authorized Officer or Agent of Subcontractor

Larry D. Stancil

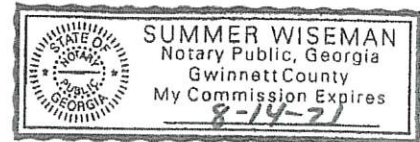
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 2<sup>nd</sup> day of June, 2021

Notary Public: Summer Wiseman

County: Gwinnett

Commission Expires: 8-14-21



<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Ronald Woodall, Vice President - 1515 West Moulton Street Decatur, AL 35601

Joy Steiner, Bid Coordinator (AL) - 1515 West Moulton Street Decatur, AL 35601

Summer Wiseman, Bid Coordinator (GA) - 715 Park North Blvd. Clarkston, GA 30021

Krys Banker, Bid Coordinator (FL) - 11681 49th St. N. Clearwater, FL 32826

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

North America Fire Equipment Company, Inc was begun in 1968 by its founder, Jerrell Oaks. It began, primarily, as a service business to local factories and businesses, doing fire extinguisher service and has developed over the years into a full line distributor of fire, law enforcement and industrial safety apparel and equipment.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

2016-2018 - purchases were made from North America Fire Equipment Co., Inc. by Fulton Co. Fire Department (Maintenance Division)

2018-2020 - purchases were made from North America Fire Equipment Co., Inc by Fulton County Sheriff's Department.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

☒ NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE:** If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]



Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 7th day of June, 2021

Ronald Woodall 6/7/2021  
(Legal Name of Proponent) (Date)

6/7/2021  
(Signature of Authorized Representative) (Date)

Vice President  
(Title)

Sworn to and subscribed before me,

This 7 day of June, 2021

Angela D. Smith  
(Notary Public) (Seal)

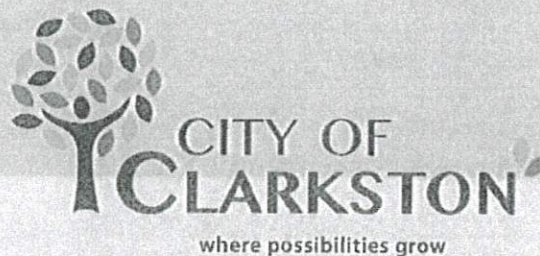
Commission Expires 7/5/22  
(Date)





SIC CODE 5087  
CLASS 1

No. 2021-NONPS-181  
DATE ISSUED:  
04/19/2021



This Must Be Displayed in a Conspicuous Place

**2021 BUSINESS REGISTRATION / OCCUPATIONAL TAX CERTIFICATE**

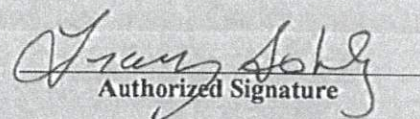
City of Clarkston Georgia  
1055 Rowland Street  
Clarkston, GA 30021

EXPIRATION DATE: 12/31/2021

NOTIFY THIS OFFICE OF ANY CHANGE IN LOCATION OR OWNERSHIP

EQUIPMENT FOR PUBLIC SAFETY

Type of Business

  
Authorized Signature

NAFECO INC

Mailing Address  
715 PARK N BLVD, STE 120  
CLARKSTON, GA 30021

Business Address  
715 PARK N BLVD, STE 120  
CLARKSTON, GA 30021

THE ABOVE NAMED CONCERN IS AUTHORIZED TO DO BUSINESS IN THE CITY OF CLARKSTON SUBJECT TO PROVISIONS OF ALL CITY ORDINANCES.

# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**



21ITB129107C-GS  
Uniforms and Related Accessories

Section 7  
Contract Compliance Requirements

### EXHIBIT A – PROMISE OF NON-DISCRIMINATION

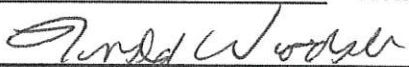
"Know all persons by these presents, that I/We (Ronald Woodall),  
Name

Vice President Title North America Fire Equipment Co., Inc. Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Ronald Woodall TITLE: Vice President

SIGNATURE: 

ADDRESS: 1515 West Moulton Street Decatur, Alabama 35601

PHONE NUMBER: (256) 353-7100 EMAIL: ronald.woodall@nafeco.com

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must** be completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name North America Fire Equipment Company, Inc.

ITB/RFP Name & Number: 21ITB129107C-GS - Uniforms and Related Accessories

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** ☒, is ☐ a minority ☐ African American (AABE); ☐ Asian American (ABE); ☐ Hispanic American (HBE); ☐ Native American (NABE); ☐ White Female American (WFBE); **\*\*If yes, please attach copy of recent certification. (Check the appropriate box/es)**

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:

\$ \_\_\_\_\_ or 80 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: Safeguard Printing & Promotional Products Inc.

ADDRESS: 715 Park North Blvd Clarkston, Georgia 30021

EMAIL ADDRESS: safeguard@safeguardmi.com PHONE: (770) 752-4612

CONTACT PERSON: Larry D. Stancil

ETHNIC GROUP\*: Minority COUNTY CERTIFIED\*\* DeKalb

WORK TO BE PERFORMED: Uniforms and Related Accessories

DOLLAR VALUE OF WORK: \$ 6,418.00 PERCENTAGE VALUE: 20 %

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$) \$6,418.00
---



Total Percentage of Subcontractor Value: (%) 20%

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  Title: Vice President

Business or Corporate Name: North America Fire Equipment Company, Inc.

Address: 1515 West Moulton Street Decatur, Alabama 35601

Telephone: ( 256 ) 353-7100

Fax Number: ( 256 ) 355-0852

Email Address: ronald.woodall@nafeco.com



Fire

Law Enforcement

EMS

Industrial

**NAFECO**

June 3<sup>rd</sup>, 2021

ITB# 21ITB129107C-GS

Uniforms and Related Accessories for Dept. of Real Estate and Asset Management

Subject: EBO Letter

NAFECO is excited to use Safeguard Printing and Promotional Products, Inc. as a subcontractor regarding the Invitation to Bid# 21ITB129107C-GS. NAFECO has been in business for over 50 years and has a store location in Clarkston, Georgia. Safeguard Printing and Promotions is an (LSBE) Local Small Business Enterprise owned company also located in Clarkston, Ga. There are over 50 years of experience in the uniform industry between NAFECO and Safeguard. We will provide a high level of service throughout the duration of this contract. Listed below are the items Safeguard Printing and Promotional Products, Inc. will be handling on this contract.

Item#5 – Tee Shirt – Gildan - Style#G2000

Item#6 – Manager's polo shirt – Style# K469

Item#9 – Men's Blue Generation button down shirt -Style #7218

Item#10 – Ladies Blue Generation button down shirt – Style# #6218

Item#21 – Otto Cap - Style# 31 – 069

Item#22 – Otto Cap – Style#164 – 1190

Item#23 – Otto Cap – Style#82- 625

Item#24 – Otto Cap – Style#82 – 480

Thank you for the opportunity.

NAFECO

David Rust

Territory Manager

715 Park North Blvd

Suite 120

Clarkston, Ga. 30021

***"Working to make our customers and our community better by providing solutions with the safest and highest quality equipment and services."***

**Corporate Office:** 1515 W Moulton St • Decatur, AL 35601

**Office:** (800) 628.6233 • **Fax:** (256) 355.0852 • **www.nafeco.com**

2/5/2020

B2Gnow



**Department of Purchasing & Contract Compliance**

Mario Avery, MBA, MCA  
Contract Compliance Administrator

Suite 1168  
130 Peachtree Street, S.W.  
Atlanta, GA 30303  
[www.fultoncountyga.gov](http://www.fultoncountyga.gov)

Main: (404) 612-6300

February 5, 2020

Mr. Larry Stancil  
SAFEGUARD PRINTING & PROMOTIONAL PRODUCTS, INC.  
10945 State Bridge Road  
Suite 401-343  
Alpharetta, GA 30009

Dear Mr. Stancil:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery  
Contract Compliance Administrator



## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations )	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000

21ITB129107C-GS

Uniforms and Related Accessories

Section 5

Insurance and Risk Management Provisions

Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

**4. UMBRELLA LIABILITY** per Occurrence/Aggregate \$2,000,000/\$2,000,000**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton



County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

#### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

21ITB129107C-GS  
Uniforms and Related Accessories

Section 5  
Insurance and Risk Management Provisions

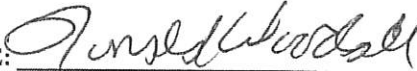
### PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

North America Fire  
COMPANY: Equipment Co., Inc. SIGNATURE:   
NAME: Ronald Woodall TITLE: Vice President DATE: 6/7/2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2021

**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).**

<b>PRODUCER</b> Stovall Marks Insurance 2601 Danville Rd SW  Decatur AL 35603	<b>CONTACT NAME:</b> Kerrie Scott <b>PHONE (A/C, No, Ext):</b> (256) 355-7951 <b>FAX (A/C, No):</b> (256) 350-2022 <b>E-MAIL ADDRESS:</b> kscott@stovallmarks.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Mesa Underwriters Specialty Insurance Company</td> <td style="text-align: center;">36838</td> </tr> <tr> <td><b>INSURER B:</b> Employers Mutual Casualty Company</td> <td style="text-align: center;">21415</td> </tr> <tr> <td><b>INSURER C:</b> Evanston Insurance Company</td> <td style="text-align: center;">35378</td> </tr> <tr> <td><b>INSURER D:</b> Ala SIWCF/Midwest Employers Casualty Co.</td> <td style="text-align: center;">23612</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Mesa Underwriters Specialty Insurance Company	36838	<b>INSURER B:</b> Employers Mutual Casualty Company	21415	<b>INSURER C:</b> Evanston Insurance Company	35378	<b>INSURER D:</b> Ala SIWCF/Midwest Employers Casualty Co.	23612	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b>  North America Fire Equipment Co., Inc. Dba Nafeco 1515 W. Moulton St.  Decatur AL 35601															

**COVERAGES****CERTIFICATE NUMBER:** CL2131006829**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	Y	MP0101001000052	12/12/2020	12/12/2021	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						\$
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	5E82722	03/10/2021	03/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
							\$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			XOBW8894321	03/10/2021	03/10/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED \$ RETENTION \$						\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	0374500PRAL129001	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder is listed as additional insured with respects to general liability and automobile liability and a waiver of subrogation applies.

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government - Purchasing and Contract Compliance Division 130 Peachtree Street SW Atlanta GA 30303-3459	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
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**21-0765 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 21ITB129107C-GS, Uniforms and Related Accessories, in the total amount of \$55,000.00 with North America Fire Equipment Company, Inc. (NAFECO), (Norcross, GA), to provide uniforms and related accessories for the Department of Real Estate and Asset Management. Effective upon execution of contract through December 31, 2021, with two renewal options.

**21-0766 Real Estate and Asset Management**

Request approval of lowest responsible bidders - Department of Real Estate and Asset Management, 21ITBC130825C-MH, Plumbing Supplies and Related Items, in the total amount of \$86,000.00 with (A) Best Plumbing Specialties (Myersville, MD) in the amount of \$91.44; (B) Equiparts Corp, (Oakmont, PA) in the amount of \$16,073.60; (C) Interline Brands. (Jacksonville, FL) in the amount of \$31,022.88; (D) South K & A Specialty Parts (Newnan, GA) in the amount of \$6,348.00; (E) Tiles in Style d.b.a. Taza Supplies (Willow Brook, IL) in the amount of \$13,905.00; (F) Total Maintenance Solutions South (Taylors, SC) in the amount of \$240.75; and (G) WW Grainger (Norcross, GA) in the amount of \$18,318.33 to provide plumbing supplies and related items for Fulton County facilities on an "as needed" basis. Effective dates: January 1, 2022 through December 31, 2022, with two renewal options.

**21-0767 Real Estate and Asset Management**

Request approval to award a contract without competition - Department of Real Estate and Asset Management, 21SS131505C-MH, Automated Fuel Devices in the amount of \$295,377.35 with E. J. Ward, Inc. (San Antonio, TX), to provide and install fuel management system upgrades and project management services for six (6) County fueling sites. Effective upon BOC approval.

**21-0768 Real Estate and Asset Management**

Request approval to increase spending authority - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in the amount of \$106,888.00 with Automotive Rental Inc. (Mt Laurel, NJ), to provide additional vehicle maintenance repairs in support of the Marshal's Department, and repairs on other County-owned vehicles and equipment from various County Departments in care of the Fulton County Central Maintenance Facility (CMF). Effective upon BOC approval.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2021

**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).**

<b>PRODUCER</b> Stovall Marks Insurance 2601 Danville Rd SW  Decatur AL 35603	<b>CONTACT NAME:</b> Kerrie Scott <b>PHONE (A/C, No, Ext):</b> (256) 355-7951 <b>FAX (A/C, No):</b> (256) 350-2022 <b>E-MAIL ADDRESS:</b> kscott@stovallmarks.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Mesa Underwriters Specialty Insurance Company</td> <td style="text-align: center;">36838</td> </tr> <tr> <td><b>INSURER B:</b> Employers Mutual Casualty Company</td> <td style="text-align: center;">21415</td> </tr> <tr> <td><b>INSURER C:</b> Evanston Insurance Company</td> <td style="text-align: center;">35378</td> </tr> <tr> <td><b>INSURER D:</b> Ala SIWCF/Midwest Employers Casualty Co.</td> <td style="text-align: center;">23612</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Mesa Underwriters Specialty Insurance Company	36838	<b>INSURER B:</b> Employers Mutual Casualty Company	21415	<b>INSURER C:</b> Evanston Insurance Company	35378	<b>INSURER D:</b> Ala SIWCF/Midwest Employers Casualty Co.	23612	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>															
<b>INSURED</b>  North America Fire Equipment Co., Inc. Dba Nafeco 1515 W. Moulton St.  Decatur AL 35601															

**COVERAGES****CERTIFICATE NUMBER:** CL2131006829**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	Y	MP0101001000052	12/12/2020	12/12/2021	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:							\$
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	5E82722	03/10/2021	03/10/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$
								\$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b>			XOBW8894321	03/10/2021	03/10/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	0374500PRAL129001	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Certificate holder is listed as additional insured with respects to general liability and automobile liability and a waiver of subrogation applies.

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government - Purchasing and Contract Compliance Division 130 Peachtree Street SW Atlanta GA 30303-3459	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
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