



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

22ITB134833C -MH

Fire Extinguisher Testing and Maintenance Services

For

Department Of Real Estate & Asset Management

Summit Fire and Security

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APPENDIX 1:

CONTRACT AGREEMENT

Consultant: **Summit Fire & Security**

Contract No.: **22ITB134833C -MH, Fire Extinguisher Testing and Maintenance Services**

Address: **2330 Pro Tec Way**
City, State **Loganville, GA 30052**

Telephone: **7703857311**

Email: **jtaylor1@summitfiresecurity.com**

Contact: **James Taylor**
Manager

This Agreement made and entered into effective the 1st day of January, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Summit Fire & Security**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management **department** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for Fire Extinguisher Testing and Maintenance Services., hereinafter, referred to as the "**Project**".

WHEREAS, Consultant 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 Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant 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: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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 Consultant'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 RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

This Agreement was approved pursuant to Purchasing Code Section 102-369, which authorizes the County Manager to sign contracts on behalf of the County.

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 Consultant agree the Project is to perform Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for Fire Extinguisher Testing and Maintenance Services. 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 Consultant shall not be construed to exceed those services specifically

set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant 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 Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant 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 Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

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 1st day of January, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. 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 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025.

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 10. COMPENSATION

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

The total contract amount for the Project shall not exceed \$30,000.00, (thirty thousand dollars), which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

Consultant 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 Consultant 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 sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, 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 Consultant 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 Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. 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 Consultant. The Consultant 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. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant 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 Consultant 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 there of, 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 Consultant, terminate Consultant'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 Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant 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 Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant'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 Consultant to complete the project.

ARTICLE 15. **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 Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant 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 Consultant 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 Consultant 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 16. **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 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant 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 Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant 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 Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant 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 Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 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.

22.2 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 Consultant/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 Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 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 Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 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, Consultant/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, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, 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 Consultant/Contractor has complied with all of Consultant/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 Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/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 Consultant/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).

22.5 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 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant 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 Consultant for the purpose of securing business and that Consultant 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 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, 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 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

Consultant 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. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 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 28. SUBCONTRACTING

Consultant 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 29. ASSIGNABILITY

Consultant 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 Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. 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. Consultant hereby promises to comply with

all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant 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. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. 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 Consultant'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 Consultant. Consultant 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. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

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

ARTICLE 33. **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 Consultant 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 34. 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:

Director
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-612-3772
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph Davis

With a copy to:

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

Notices to Consultant shall be addressed as follows:

Fire Extinguisher Testing and Maintenance Services
2330 Pro Tec Way, Loganville, GA 30052
Telephone: 7703857311
Email: jtaylor1@summitfiresecurity.com
Attention: James Taylor

ARTICLE 35. 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 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant 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 sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant 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 Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant 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: The County shall make payments to Consultant within 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

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

Consultant'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, not to exceed the total of two months' fees of the applicable SOW, 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 Consultant 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. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants 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 Consultant; Release. The acceptance by the Consultant 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 Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant 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 41. TAXES

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant 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 Consultant 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.

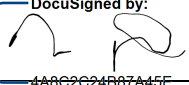
ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant 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:

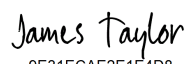
FULTON COUNTY, GEORGIA

DocuSigned by:

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Dick Anderson
County Manager

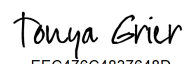
CONSULTANT:

Fire Extinguisher Testing and Maintenance Services

DocuSigned by:

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James Taylor
Manager FE/PE

ATTEST:

DocuSigned by:

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Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:


ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

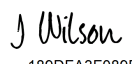
APPROVED:

DocuSigned by:

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Felicia Strong-Whitaker
Chief Purchasing Agent

ATTEST:

DocuSigned by:

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Notary Public


County: Walton

APPROVED AS TO FORM:


DocuSigned by:

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Office of the County Attorney

Commission Expires: 5-14-2023
DocuSigned by:

(Affix Notary Seal)

APPROVED AS TO CONTENT

DocuSigned by:

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Joseph Davis, Director
Real Estate and Asset Management

ITEM#: <u>2022-0874</u> RCS: <u>11/16/2022</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

ADDENDA



EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal 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 proposal.

Proposals 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 Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and 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.
9. All proposals and 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

SPECIAL CONDITIONS

Contractor Qualification and Requirements:

- a. The contractor must be licensed or permitted by the state of Georgia.
- b. Person/personnel servicing the extinguishers must carry a current permit issued by the state of Georgia.
- c. The bidder must provide copies of state of Georgia certifications or other acceptable forms of certification to prove that they are qualified to perform maintenance on fire extinguishers.
- d. The bidder must have been in the business of testing and maintaining fire extinguishers for minimum of three (3) years.
- e. The contractor must have hydrostatic test equipment approved by the Department of Transportation.

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall provide:

Prior to commencement of any work, the contractor will meet with facility maintenance personnel to discuss the points of contact, building access and invoice processing.

Must possess and upload a copy of a license issued by the State of Georgia Insurance and Fire Safety Commissioner.

The successful bidder shall provide the following contractual services:

- (1) Identifying all fire extinguishers installed in the designated building.
- (2) Annual inspection and certification of all fire extinguishers identified. The annual inspection must include verifying the condition of charge, physical state of valves and fittings on the container and replacement of any damaged clips/pins labels etc. No additional payments will be made for these parts/services.
- (3) Unscheduled and/or emergency refills, re-charging and/or repairing of specified fire extinguishers. The quote for refill/recharge and servicing shall include all costs associated with parts, ties, tags, labels, haz-mat charges, transportation charges and labor charges.

No additional payments will be made for these

- (4) Replace fire extinguisher/s where the existing ones are defective, after consulting representatives of Department of Real Estate and Asset Management.
- (5) The vendor must also be prepared to recommend and install new fire extinguishers to bring the building space in compliance with the code.
- (6) Periodic inspections, including six-year testing and maintenance, 12-year testing and hydrostatic testing where required.
- (7) Provide a compliance letter for each building inspected
- (8) Work must be performed in accordance with current edition of NFPA 10, portable fire extinguishers and in accordance with the National Association of Fire Equipment Distributors' (NAFED) Services and Recharge Manual.

(9) The contractor must be capable of leaving loaner extinguishers when extinguishers are removed for work off-site. Fulton County will not pay rent for such loaner extinguishers.

(10) The contractor must use Nitrogen or dry compressed air when refilling and /or servicing portable extinguishers with a minimum dew point of -60-degree F. Contractor must provide certificate indicating dew point if dry air is used.

The contractor, when performing CO2 continuity test on hose assemblies, shall provide an adhesive label indicating month/year test was performed.

Any parts that need to be replaced must be returned to the owner for his disposal.

Note: Any recommendation made in response to the inspection will be free of any charge to Fulton County.

Working Hours

All specified testing and maintenance may be accomplished during normal business hours. The bidder may choose to accomplish some of the work at other than normal business hours at no additional cost to the county. The timing of repair services will be dictated by the seriousness of the situation. For this contract normal working hours will be from 7:00 A.M to 5:00 P.M. Monday thru Friday, excluding Fulton County holidays.

Any additional work requested by Fulton County to be performed outside of normal working hours (including weekends and holidays) will be paid at the quoted rate, subject to a maximum of 1.5 times the rate of the basic hourly rate bid. Holiday rates will apply only to holidays officially recognized by Fulton County.

The successful bidder is required to respond to all emergency repair calls within two (2) hours of notification failure to respond within the two (2) hour time will not be a basis for overtime payment.

Warranty

The successful bidder will be responsible for providing warranty on all parts and labor for minimum period of ninety (90) days from the completion of the service. In the case of parts, if the manufacturer's standard warranty period is greater than 90 days, the manufacturer's standard warranty period will prevail. Any repair or replacement required within the warranty period will be at the expense of the successful bidder. Parts

under warranty will be replaced at no additional cost to Fulton County.

Technical Reports

The successful bidder is required to submit a technical report on service calls/annual service within five (5) days of completion. The report must contain *necessarily* the following information:

1. Number of fire extinguishers in each facility, indicating type and size of extinguisher inspected
2. Number of extinguishers replaced.
3. Inspection report as required.

Fire Extinguisher Types:

Fulton County estimates there are approximately sixteen hundred (1600) fire extinguishers in facilities distributed across geographic confines of the County. Roughly sixty five percent (65 %) are A.B.C, ten (10) lbs. type.

Other types in the inventory are:

1. A.B.C Type, other sizes – 15%
2. CO2, all sizes - 4%
3. Halon/Halotron, all sizes - 1%
4. All others - 15%

Fulton County guarantees no quantities.

Inspections:

The successful vendor shall submit to Fulton County an electronic copy of the Inspection report essentially showing:

1. Name of building
2. Type of extinguisher
3. Location
4. Type of service carried out

All extinguishers must be tagged with the service date and signed by the technician performing the work.

The bidder shall provide one inspection report for each facility, listing facility number, equipment inspected, type and status of each extinguisher and the time and date of inspection.

Any/all periodic required inspections as per NFPA 10, including continuity hose testing, etc., not described above.

After completion of all inspections the successful contractor must provide a certificate of inspection which must contain the following necessary information

- Number of extinguishers inspected
- That all of them have sufficient charge and have proper seals
- That all of them are properly labeled
- That extinguishers of the right type, are mounted properly and at distances required in NFPA

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Delivery:

Delivery requirements will be as required by the individual zonal managers. However, the successful bidder must be capable of responding to emergency repair/refill calls within eight (8) hours.

1. Emergency requests: services must be provided within eight (8) hours to mitigate the emergency situation.
2. High priority requests: services must be provided within twenty-four (24) hours.
3. Routine requests: services must be provided within three (3) days.

To determine the most responsive and responsible vendor Fulton County will evaluate the following information that all bidders are required to include in their bid:

1. Price quoted by the vendor for inspection/maintenance of 5 lbs. and 10 lbs. all types of extinguishers.
2. Minimum service charge (flat charges per facility)
3. Cost of new (replacement) cylinders of 5 lbs. and 10 lbs. various types of extinguishers.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$30,000.00. The detailed costs are provided below:

SECTION 2

BID FORM

BID FORM

Submitted To: Fulton County Government

Submitted By: Summit Fire + Security

For: #22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services

Submitted on 9-21, 2022.

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.

Please see the PRICING SHEET for more information

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 35,926.18
(Dollar Amount in Numbers)

thirty five thousand nine hundred twenty six & eighteen cents
(Dollar Amount in Words)

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance ServicesSection 2
Bid Form

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

Prices shall remain firm through December 31, 2025.

There will be no price escalation during the validity of the Purchase Order.
Prices shall be all-inclusive, freight and all charges paid for delivery at the facility where the inspection resulted in replacement of extinguisher or parts thereof.

PRICING SHEETS –

The information below must be completed in full. No portion of this Pricing Sheet shall be left blank. Please use the number on line 31 as the "Base Bid Amount" in Section 2, Bid Form

No	Type of Extinguisher	Type of Service	Estimated Quantity (a)	Unit Cost (b)	Total Cost (T)=(a)x(b)
1	5 lbs. ABC	Annual Service	200	\$ <u>4.95</u>	\$ <u>990.00</u>
2	5 lbs. ABC	Six Year Service	20	\$ <u>25.00</u>	\$ <u>500.00</u>
3	5 lbs. ABC	Hydrostatic Tests	30	\$ <u>25.00</u>	\$ <u>750.00</u>
4	5 lbs. ABC	Re-charging	20	\$ <u>25.00</u>	\$ <u>500.00</u>
5	5 lbs. ABC	Replace	10	\$ <u>66.81</u>	\$ <u>668.10</u>
6	10 lbs. ABC	Annual Service	950	\$ <u>4.95</u>	\$ <u>4702.50</u>
7	10 lbs. ABC	Six Year Service	100	\$ <u>30.00</u>	\$ <u>3000.00</u>
8	10 lbs. ABC	Hydrostatic Tests	50	\$ <u>30.00</u>	\$ <u>1500.00</u>
9	10 lbs. ABC	Re-charging	15	\$ <u>30.00</u>	\$ <u>450.00</u>
10	10 lbs. ABC	Replace	40	\$ <u>97.79</u>	\$ <u>3911.60</u>
11	10 lbs. Dry Chemical	Annual Service	30	\$ <u>4.95</u>	\$ <u>148.50</u>
12	10 lbs. Dry Chemical	Six-year Service	10	\$ <u>30.00</u>	\$ <u>300.00</u>
13	10 lbs. Dry Chemical	Hydrostatic Tests	3	\$ <u>30.00</u>	\$ <u>90.00</u>
14	10 lbs. Dry Chemical	Re-charging	2	\$ <u>30.00</u>	\$ <u>60.00</u>
15	10 lbs. Dry Chemical	Replace	2	\$ <u>97.79</u>	\$ <u>195.58</u>
16	5 lbs. Dry Chemical	Annual Service	55	\$ <u>4.95</u>	\$ <u>272.25</u>
17	5 lbs. Dry Chemical	Six-year Service	5	\$ <u>25.00</u>	\$ <u>125.00</u>
18	5 lbs. Dry Chemical	Hydrostatic Tests	10	\$ <u>25.00</u>	\$ <u>250.00</u>
19	5 lbs. Dry Chemical	Re-charging	5	\$ <u>25.00</u>	\$ <u>125.00</u>

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance ServicesSection 2
Bid Form

20	5 lbs. Dry Chemical	Replace	30	\$ <u>66.81</u>	\$ <u>2004.30</u>
21	10 lbs. *Halon/Halotron	Annual Service	35	\$ <u>4.95</u>	\$ <u>173.25</u>
22	10 lbs. *Halon/Halotron	Six year Service	4	\$ <u>157.59</u>	\$ <u>630.36</u>
23	10 lbs. *Halon/Halotron	Hydrostatic Tests	5	\$ <u>190.79</u>	\$ <u>953.95</u>
24	10 lbs. *Halon/Halotron	Re-charging	4	\$ <u>157.59</u>	\$ <u>630.36</u>
25	10 lbs. *Halon/Halotron	Replace	4	\$ <u>487.02</u>	\$ <u>1948.08</u>
26	10 lbs. CO2	Annual Service	60	\$ <u>4.95</u>	\$ <u>297.00</u>
27	10 lbs. CO2	Hydrostatic Tests	9	\$ <u>115.25</u>	\$ <u>1037.25</u>
28	10 lbs. CO2	Re-charging	6	\$ <u>115.25</u>	\$ <u>691.50</u>
29	10 lbs. CO2	Replace	6	\$ <u>254.85</u>	\$ <u>1529.10</u>
30	Service Call Charges	Charge per call	150 service calls	\$ <u>49.95</u>	\$ <u>7492.50</u>
31	Total Cost for all estimated services (Please enter this amount as Base Bid amount)				\$ <u>35,926.18</u>

* Halon - Indicate price for Halon or Halon replacement

1. Quantities indicated above are estimates. Fulton County guarantees no minimum quantity.
2. The above rates will be applied to the services when completed, irrespective of the quantity involved.

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:

_____ Dollars

(\$ _____) 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 #	_____	DATED	<u>9-21-22</u>
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: _____

Signed by: James Taylor
[Type or Print Name]

Title: Manager FF/PE

Business Address: 2330 Protee Way
Loganville GA 30052

Business Phone: 770/385-7311

EXHIBIT F

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 services¹ under a contract with [insert name of prime contractor] _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² 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.

1711815
EEV/Basic Pilot Program* User Identification Number

Summit Fire & Security
BY: Authorized Officer of Agent
(Insert Contractor Name)

Manager FE/PE
Title of Authorized Officer or Agent of Contractor

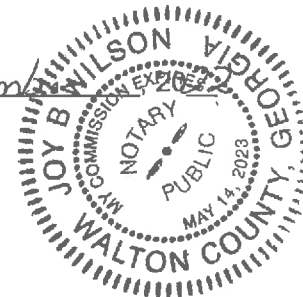
James Taylor
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 21 day of September

Notary Public: Joy B Wilson

County: Walton

Commission Expires: 5-14-23



¹O.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.

²[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 B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

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 services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

Summit Fire & Security

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Manager FF/PE

Title of Authorized Officer or Agent of Subcontractor

James Taylor

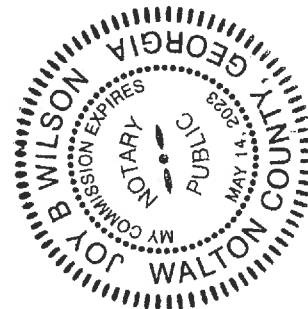
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 21 day of September, 2022

Notary Public: Joy B Wilson

County: Walton

Commission Expires: 5-14-23



³O.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.

⁴*[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].

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 services¹ under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² 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.

EEV/Basic Pilot Program* User Identification Number

Summit Fire & Security

BY: Authorized Officer of Agent
(Insert Contractor Name)

Manager FE/PE

Title of Authorized Officer or Agent of Contractor

James Taylor

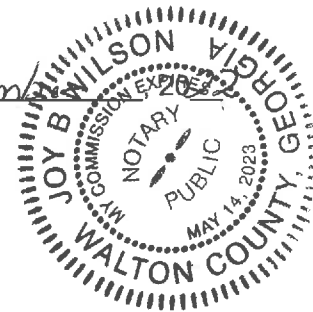
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 21 day of September

Notary Public: Joy B Wilson

County: Walton

Commission Expires: 5-14-23



¹O.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.

²*[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 C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: Summit Fire & Security

General Contractor's License Number: 2187B

Expiration Date of License: Dec 31, 2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 6-21-22

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
OFFICE OF
GEORGIA SAFETY FIRE COMMISSIONER

License No. 2021-2187B

Expired on: Dec 31, 2022

JOHN F. KING
COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER

920 West Tower, 2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

ENGINEERED FIRE SUPPRESSION SYSTEMS
PORTABLE FIRE EXTINGUISHER LICENSE
PRE-ENGINEERED RESTAURANT SUPPRESSION SYSTEMS
PRE-ENGINEERED INDUSTRIAL FIRE SUPPRESSION SYSTEMS

Pursuant to the provisions of "Georgia Fire Extinguisher Law" (Chapter 25-12) and the "Georgia Fire Extinguisher Rules and Regulations" (Chapter 120 - 3 - 23) and having met all application requirements and license qualifications thereunder, this license is hereby granted to:

Pro-Tec Fire Protection LLC

2330 Pro-Tec Way
Loganville, GA 30052

License (s) restrictive to the following systems:

This license is not transferable and may be revoked for violation of the Law, or the Rules and Regulations promulgated thereunder.

CRAIG LANDOLT
STATE FIRE MARSHAL

JOHN F. KING
INSURANCE AND SAFETY FIRE COMMISSIONER

John F. King
INSURANCE & SAFETY FIRE
COMMISSIONER
 ENGINEERED SYSTEMS PERMIT
 PRE-ENGINEERED INDUSTRIAL
 PRE-ENGINEERED KITCHEN
 FIRE EXTINGUISHER PERMIT

James M Taylor
Pro-Tec Fire Protection LLC

2330 Pro Tec Way
 Loganville, GA 30052-3683
EXP DATE **LICENSE#** **PERMIT#**
 12/31/2022 2021-2187B 2021-3278XHPE

This is to certify the photograph and signature hereon identifies the bearer as duly authorized permittee to conduct the identified functions on the identified system(s)



Signature of State Fire Marshal

State Fire Marshal

Signature of Applicant

Applicant Signature

Agent Type

- DRY CHEMICAL
- CO2 AGENT
- CLEAN AGENT
- WET AGENT
- MED/HIGH EXPANSION FOAM
- LOW EXPANSION FOAM

Authorized Functions

- Non-DOT Spec
- Low Pressure DOT Spec
- High Pressure DOT Spec

Manufacturer & System ID

- PORTABLE FIRE EXTINGUISHERS
 - ALL SYSTEMS-
- ENGINEERED SUPPRESSION SYST
 - ALL SYSTEMS-
- PRE-ENGINEERED INDUSTRIAL SYST
 - ALL SYSTEMS-
- PRE-ENGINEERED KITCHEN SYST
 - ALL SYSTEMS-

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Summit Fire + Security

Performing work as: Prime Contractor Sub-Contractor

Professional License Type: Georgia Safety Fire Commissioner

Professional License Number: 2187B

Expiration Date of License: Dec 31 2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 6-21-22

(ATTACH COPY OF LICENSE)

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.

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.

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.

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 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 21 day of Sept, 2022

James Taylor 9-21-22
(Legal Name of Proponent) (Date)

[Signature] 9-21-22
(Signature of Authorized Representative) (Date)

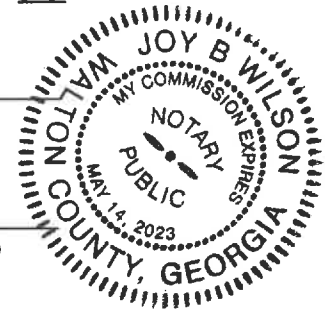
Manager FE/PE
(Title)

Sworn to and subscribed before me,

This 21st day of September, 2022

Joy B Wilson
(Notary Public) (Seal)

Commission Expires 5-14-23
(Date)



10. All proposals and 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).

37. BIDDER REFERENCES (USE FORM BELOW)

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

REFERENCE ONE

Government/Company Name: University of Georgia
 Address: 2404 Riverbank Rd Athens GA 30602
 Contact Person and Title: Russell Dukes
 Phone: 706/542-7165
 Email: Rddukes@uga.edu
 Contract Period: 1 year
 Scope of Work: Fire Ext, Annual, Service Work

REFERENCE TWO

Government/Company Name: Walton County Schools
 Address: 200 Double Springs Church Rd Monroe GA 30656
 Contact Person and Title: Bob Allen
 Phone: 678/409-9126
 Email: ballen@walton.k12.ga.us
 Contract Period: _____
 Scope of Work: Sprinkler, Fire Ext, Hood.

REFERENCE THREE

Government/Company Name: Ryerson
 Address: 4400 Peachtree Ind Blvd Peachtree Corners GA 30071
 Contact Person and Title: Jason Kembrey
 Phone: 770/368-4292
 Email: Jason.Kembrey@Ryerson.com
 Contract Period: _____
 Scope of Work: Fire Ext

10. All proposals and 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).

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Government/Company Name: Walton County Schools
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 Contact Person and Title: Bob Allen
 Phone: 678/409-9126
 Email: ballen@walton.k12.ga.us
 Contract Period: _____
 Scope of Work: Sprinkler, Fire Ext, Hood.

REFERENCE THREE

Government/Company Name: Ryerson
 Address: 4400 Peachtree Ind Blvd Peachtree Corners GA 30071
 Contact Person and Title: Jason Kembrey
 Phone: 770/368-4292
 Email: Jason.Kembrey@Ryerson.com
 Contract Period: _____
 Scope of Work: Fire Ext

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (James Taylor),
Name

Manager FE/PE
Title

Summit Fire + Security
Company 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: James Taylor TITLE: Manager FE/PE

SIGNATURE: [Signature]

ADDRESS: 2330 Protec Way Loganville GA 30052

PHONE NUMBER: 770/385-7311 EMAIL: jtaylor@summitfiresecurity.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Summit Fire & Security

ITB/RFP Name & Number: _____

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT**, is a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disabled Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
 Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
 \$ _____ Or 100 %

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>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	


3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

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, 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.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  Title: Manager FE/PE
Business or Corporate Name: Summit Fire + Security
Address: 2330 Protec Way Loganville GA 30052

Telephone: (770) 385-7311

Fax Number: () _____

Email Address: jtaylor1@summitfiresecurity.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS





NEXT

DocuSign Envelope ID: 30963A00-7948-4248-92B0-CF95D11AF348

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

OWNER:

FULTON COUNTY, GEORGIA

Dick Anderson
County Manager

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED:

Felicia Strong-Whitaker
Chief Purchasing Agent

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT

Joseph Davis, Director
Real Estate and Asset Management

CONSULTANT:

Fire Extinguisher Testing and Maintenance Services

DocuSigned by:
James Taylor
9E31ECAE2E1E4D8

James Taylor
Manager FE/PE

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Joy B. Wilson

Notary Public

County: Fulton

Commission Expires: 5-14-23



22-0873 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in an total amount not to exceed \$100,000.00 with (A) VSC Fire & Security, Inc. (Norcross, GA) in an amount not to exceed \$65,000.00; and (B) Entec Systems, Inc. (Suwanee, GA) in an amount not to exceed \$35,000.00, to provide on-site maintenance and testing of fire-intrusion alarm systems on annual/or an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

(APPROVED)

A motion was made by Commissioner Abdur-Rahman and seconded by Vice-Chairman Hausmann, to approve. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, and Abdur-Rahman

Absent: Arrington

Did Not Vote: Hall

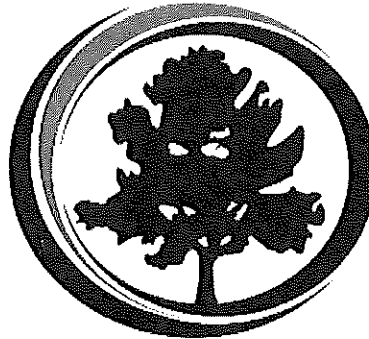
22-0874 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options. **(APPROVED)**

A motion was made by Commissioner Morris and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, and Abdur-Rahman

Absent: Arrington



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

22ITB134833C -MH

Fire Extinguisher Testing and Maintenance Services

For

Department Of Real Estate & Asset Management

Cintas

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- EXHIBIT E: COMPENSATION
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- EXHIBIT G: CONTRACT COMPLIANCE FORMS
- EXHIBIT H: INSURANCE AND RISK MANAGEMENT FORMS

APPENDICES

APPENDIX 1:

CONTRACT AGREEMENT

Consultant: **Cintas Fire Protection**

Contract No.: **22ITB134833C -MH, Fire Extinguisher Testing and Maintenance Services**

Address: **1705 Corporate Drive, Suite 440**
City, State **Norcross, GA 30093**

Telephone: **6782347883**

Email: **Koht@cintas.com**

Contact: **Tony Koh**
General Manager

This Agreement made and entered into effective the 1st day of January, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Cintas Fire Protection**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management **department** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for Fire Extinguisher Testing and Maintenance Services., hereinafter, referred to as the "**Project**".

WHEREAS, Consultant 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 Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant 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: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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 Consultant'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 RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

This Agreement was approved pursuant to Purchasing Code Section 102-369, which authorizes the County Manager to sign contracts on behalf of the County.

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 Consultant agree the Project is to perform Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for Fire Extinguisher Testing and Maintenance Services. 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 Consultant shall not be construed to exceed those services specifically

set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY

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

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant 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 Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

Consultant 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 Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

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 the 1st day of January, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. 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 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025

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 10. COMPENSATION

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

The total contract amount for the Project shall not exceed \$45,000.00, (forty five thousand dollars), which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

Consultant 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 Consultant 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 sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, 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 Consultant 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 Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. 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 Consultant. The Consultant 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. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant 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 Consultant 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 there of, 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 Consultant, terminate Consultant'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 Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant 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 Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant'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 Consultant to complete the project.

ARTICLE 15. 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 Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant 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 Consultant 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 Consultant 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 16. 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 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant 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 Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant 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 Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant 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 Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 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.

22.2 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 Consultant/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 Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 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 Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 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, Consultant/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, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, 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 Consultant/Contractor has complied with all of Consultant/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 Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/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 Consultant/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).

22.5 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 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without

prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant 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 Consultant for the purpose of securing business and that Consultant 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 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H,

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 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

Consultant 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. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 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 28. SUBCONTRACTING

Consultant 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 29. ASSIGNABILITY

Consultant 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 Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. 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. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant 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. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. 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 Consultant'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 Consultant. Consultant 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. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

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

ARTICLE 33. 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 Consultant 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 34. 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:

Director
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-612-3772
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph Davis

With a copy to:

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

Notices to Consultant shall be addressed as follows:

Fire Extinguisher Testing and Maintenance Services
1705 Corporate Drive, Suite 440, Norcross, GA 30093
Telephone: 6782347883
Email: Koht@cintas.com
Attention: Tony Koh

ARTICLE 35. 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 36. EQUAL EMPLOYMENT OPPORTUNITY

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

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant 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 sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant 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 Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant 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: The County shall make payments to Consultant within 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

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

Consultant'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, not to exceed the total of two months' fees of the applicable SOW, 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 Consultant 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. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants 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 Consultant; Release. The acceptance by the Consultant 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 Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant 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 41. TAXES

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant 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 Consultant 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 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant 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:

[Signature]

4A8C2C24B87A45E...

Dick Anderson
County Manager

CONSULTANT:

Fire Extinguisher Testing and
Maintenance Services

DocuSigned by:

[Signature]

35FCFA6C7A5A485...

Tony Koh
General Manager

ATTEST:

DocuSigned by:

[Signature]

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:



Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED:

DocuSigned by:

[Signature]

E4F13A8BBB2D4A2...

Felicia Strong-Whitaker
Chief Purchasing Agent

APPROVED AS TO FORM:

DocuSigned by:

[Signature]

61E8837846AF49C...

Office of the County Attorney

ATTEST:

[Signature]

Notary Public

County: Rockdale

Commission Expires: 1/23/2026

(Affix Notary Seal)



APPROVED AS TO CONTENT

DocuSigned by:

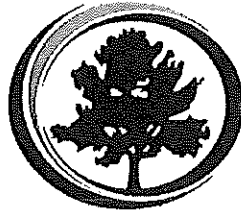
[Signature]

B20354A88008422

Joseph Davis, Director
Real Estate and Asset Management

ITEM#: _____	RCS: _____	ITEM#: 2022-0874	RM: 11/16/2022	Recess Meeting
RECESS MEETING		REGULAR MEETING		

ADDENDA



FULTON
COUNTY

Date: June 13, 2022

Project Number: 22ITB134833C -MH

Project Title:

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

ADDENDUM NO. 2 Correction on the Due Date

Due Date is June 23, 2022 @ 11:00 A.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 21 day of June, ~~2020~~ 2022

Cintas Fire Protection
Legal Name of Bidder/Proposer

[Signature]
Signature of Authorized Representative

Sales Specialist
Title



Project :22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services
Date: July 13, 2022

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

Solicitation Extended to :

Thursday, July 21, 2022 @ 11:00 A.M.

Questions and Answers

Location of Fire Extinguishers

ACKNOWLEDGEMENT OF ADDENDUM NO.7

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21th, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 7, 18th day of

July, 2022.

Cintas Fire Protection
Legal Name of Bidder

[Signature]
Signature of Authorized Representative

Sales Specialist
Title



Project :22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services
Date: July 7, 2022

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

Solicitation Extended to :

Thursday, July 21, 2022 @ 11:00 A.M.

ACKNOWLEDGEMENT OF ADDENDUM NO.6

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21th, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 6, 18th day of

July, 2022.

Centas Fire Protection
Legal Name of Bidder

[Signature]
Signature of Authorized Representative

Sales Specialist
Title



Project :22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services
Date: July 6, 2022

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

Solicitation Extended to :

Thursday, July 21, 2022 @ 11:00 A.M.

ACKNOWLEDGEMENT OF ADDENDUM NO.5

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 21th, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 5, 18th day of

July, 2022.

Costas Fire Protection
Legal Name of Bidder

[Signature]
Signature of Authorized Representative

Safety Specialist
Title



Project :22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services
Date: June 28, 2022

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

Solicitation Extended to :

Thursday, July 7, 2022 @ 11:00 A.M.

ACKNOWLEDGEMENT OF ADDENDUM NO.4

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, July 7th, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 4, 18th day of

July, 2022.

Center Fire Protection
Legal Name of Bidder

[Signature]
Signature of Authorized Representative

Sales Specialist
Title



Project Title & Number: 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services
Date : June 13, 2022

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

Due Date has been Extended:

Thursday, June 30, 2022 @ 11:00 A.M.

ACKNOWLEDGEMENT OF ADDENDUM NO.3

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Thursday, June 30th, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 3, 18th day of July, 2022.

City of Fire Protection
Legal Name of Bidder

[Signature]
Signature of Authorized Representative

Sales Specialist
Title



Date: June 13, 2022

Project Number: 22ITB134833C -MH

Project Title:

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

ADDENDUM NO. 2 Correction on the Due Date

Due Date is June 23, 2022 @ 11:00 A.M.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 16 day of 18th July, 2020.

Cintas Fire Protection
Legal Name of Bidder/Proposer

[Signature]
Signature of Authorized Representative

Sales Specialist
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal 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 proposal.

Proposals 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 Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and 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.
9. All proposals and 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

SPECIAL CONDITIONS

Contractor Qualification and Requirements:

- a. The contractor must be licensed or permitted by the state of Georgia.
- b. Person/personnel servicing the extinguishers must carry a current permit issued by the state of Georgia.
- c. The bidder must provide copies of state of Georgia certifications or other acceptable forms of certification to prove that they are qualified to perform maintenance on fire extinguishers.
- d. The bidder must have been in the business of testing and maintaining fire extinguishers for minimum of three (3) years.
- e. The contractor must have hydrostatic test equipment approved by the Department of Transportation.

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall provide:

Prior to commencement of any work, the contractor will meet with facility maintenance personnel to discuss the points of contact, building access and invoice processing.

Prospective bidders to this solicitation must possess and upload a copy of a license issued by the State of Georgia Insurance and Fire Safety Commissioner.

The successful bidder shall provide the following contractual services:

- (1) Identifying all fire extinguishers installed in the designated building.
- (2) Annual inspection and certification of all fire extinguishers identified. The annual inspection must include verifying the condition of charge, physical state of valves and fittings on the container and replacement of any damaged clips/pins labels etc. No additional payments will be made for these parts/services.
- (3) Unscheduled and/or emergency refills, re-charging and/or repairing of specified fire extinguishers. The quote for refill/recharge and servicing shall include all costs associated with parts, ties, tags, labels, haz-mat charges, transportation charges and labor charges.

No additional payments will be made for these

- (4) Replace fire extinguisher/s where the existing ones are defective, after consulting representatives of Department of Real Estate and Asset Management.
- (5) The vendor must also be prepared to recommend and install new fire extinguishers to bring the building space in compliance with the code.
- (6) Periodic inspections, including six-year testing and maintenance, 12-year testing and hydrostatic testing where required.
- (7) Provide a compliance letter for each building inspected
- (8) Work must be performed in accordance with current edition of NFPA 10, portable fire extinguishers and in accordance with the National Association of Fire Equipment Distributors' (NAFED) Services and Recharge Manual.

- (9) The contractor must be capable of leaving loaner extinguishers when extinguishers are removed for work off-site. Fulton County will not pay rent for such loaner extinguishers.
- (10) The contractor must use Nitrogen or dry compressed air when refilling and /or servicing portable extinguishers with a minimum dew point of -60-degree F. Contractor must provide certificate indicating dew point if dry air is used.

The contractor, when performing CO2 continuity test on hose assemblies, shall provide an adhesive label indicating month/year test was performed.

Any parts that need to be replaced must be returned to the owner for his disposal.

Note: Any recommendation made in response to the inspection will be free of any charge to Fulton County.

Working Hours

All specified testing and maintenance may be accomplished during normal business hours. The bidder may choose to accomplish some of the work at other than normal business hours at no additional cost to the county. The timing of repair services will be dictated by the seriousness of the situation. For this contract normal working hours will be from 7:00 A.M to 5:00 P.M. Monday thru Friday, excluding Fulton County holidays.

Any additional work requested by Fulton County to be performed outside of normal working hours (including weekends and holidays) will be paid at the quoted rate, subject to a maximum of 1.5 times the rate of the basic hourly rate bid. Holiday rates will apply only to holidays officially recognized by Fulton County.

The successful bidder is required to respond to all emergency repair calls within two (2) hours of notification failure to respond within the two (2) hour time will not be a basis for overtime payment.

Warranty

The successful bidder will be responsible for providing warranty on all parts and labor for minimum period of ninety (90) days from the completion of the service. In the case of parts, if the manufacturer's standard warranty period is greater than 90 days, the manufacturer's standard warranty period will prevail. Any repair or replacement required within the warranty period will be at the expense of the successful bidder. Parts

under warranty will be replaced at no additional cost to Fulton County.

Technical Reports

The successful bidder is required to submit a technical report on service calls/annual service within five (5) days of completion. The report must contain *necessarily* the following information:

1. Number of fire extinguishers in each facility, indicating type and size of extinguisher inspected
2. Number of extinguishers replaced.
3. Inspection report as required.

Fire Extinguisher Types:

Fulton County estimates there are approximately sixteen hundred (1600) fire extinguishers in facilities distributed across geographic confines of the County. Roughly sixty five percent (65 %) are A.B.C, ten (10) lbs. type.

Other types in the inventory are:

1. A.B.C Type, other sizes – 15%
2. CO2, all sizes - 4%
3. Halon/Halotron, all sizes - 1%
4. All others - 15%

Fulton County guarantees no quantities.

Inspections:

The successful vendor shall submit to Fulton County an electronic copy of the Inspection report essentially showing:

1. Name of building
2. Type of extinguisher
3. Location
4. Type of service carried out

All extinguishers must be tagged with the service date and signed by the technician performing the work.

The bidder shall provide one inspection report for each facility, listing facility number, equipment inspected, type and status of each extinguisher and the time and date of inspection.

Any/all periodic required inspections as per NFPA 10, including continuity hose testing, etc., not described above.

After completion of all inspections the successful contractor must provide a certificate of inspection which must contain the following necessary information

- Number of extinguishers inspected
- That all of them have sufficient charge and have proper seals
- That all of them are properly labeled
- That extinguishers of the right type, are mounted properly and at distances required in NFPA

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Delivery requirements will be as required by the individual zonal managers. However, the successful bidder must be capable of responding to emergency repair/refill calls within eight (8) hours.

1. Emergency requests: services must be provided within eight (8) hours to mitigate the emergency situation.
2. High priority requests: services must be provided within twenty-four (24) hours.
3. Routine requests: services must be provided within three (3) days.

To determine the most responsive and responsible vendor Fulton County will evaluate the following information that all bidders are required to include in their bid:

1. Price quoted by the vendor for inspection/maintenance of 5 lbs. and 10 lbs. all types of extinguishers.
2. Minimum service charge (flat charges per facility)
3. Cost of new (replacement) cylinders of 5 lbs. and 10 lbs. various types of extinguishers.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$45,000.00. The detailed costs are provided below:

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Services

Section 2
Bid Form

SECTION 2

BID FORM

BID FORM

Submitted To: Fulton County Government

Submitted By: Cintas Fire Protection

For: #22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services

Submitted on June 23, 2022.

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.

Please see the PRICING SHEET for more information

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 34,802.40

(Dollar Amount in Numbers)

Thirty Four Thousand Eight Hundred Two Dollars and 40/100

(Dollar Amount in Words)

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance ServicesSection 2
Bid Form

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

Prices shall remain firm through December 31, 2025.

There will be no price escalation during the validity of the Purchase Order.
Prices shall be all-inclusive, freight and all charges paid for delivery at the facility where the inspection resulted in replacement of extinguisher or parts thereof.

PRICING SHEETS –

The information below must be completed in full. No portion of this Pricing Sheet shall be left blank. Please use the number on line 31 as the "Base Bid Amount" in Section 2, Bid Form

No	Type of Extinguisher	Type of Service	Estimated Quantity (a)	Unit Cost (b)	Total Cost (T)=(a)x(b)
1	5 lbs. ABC	Annual Service	200	\$ 5.31	\$ 1,062.00
2	5 lbs. ABC	Six Year Service	20	\$ 31.37	\$ 627.40
3	5 lbs. ABC	Hydrostatic Tests	30	\$ 33.40	\$ 1,002.00
4	5 lbs. ABC	Re-charging	20	\$ 33.40	\$ 668.00
5	5 lbs. ABC	Replace	10	\$ 59.71	\$ 597.10
6	10 lbs. ABC	Annual Service	950	\$ 5.31	\$ 5,044.50
7	10 lbs. ABC	Six Year Service	100	\$ 33.40	\$ 3,340.00
8	10 lbs. ABC	Hydrostatic Tests	50	\$ 33.40	\$ 1,670.00
9	10 lbs. ABC	Re-charging	15	\$ 33.40	\$ 501.00
10	10 lbs. ABC	Replace	40	\$ 84.00	\$ 3,360.00
11	10 lbs. Dry Chemical	Annual Service	30	\$ 5.31	\$ 159.30
12	10 lbs. Dry Chemical	Six-year Service	10	\$ 33.40	\$ 334.00
13	10 lbs. Dry Chemical	Hydrostatic Tests	3	\$ 33.40	\$ 100.20
14	10 lbs. Dry Chemical	Re-charging	2	\$ 33.40	\$ 66.80
15	10 lbs. Dry Chemical	Replace	2	\$ 94.90	\$ 189.80
16	5 lbs. Dry Chemical	Annual Service	55	\$ 5.31	\$ 292.05
17	5 lbs. Dry Chemical	Six-year Service	5	\$ 31.37	\$ 156.85
18	5 lbs. Dry Chemical	Hydrostatic Tests	10	\$ 33.40	\$ 334.00
19	5 lbs. Dry Chemical	Re-charging	5	\$ 33.40	\$ 167.00

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance ServicesSection 2
Bid Form

20	5 lbs. Dry Chemical	Replace	30	\$ 59.71	\$1,791.30
21	10 lbs. *Halon/Halotron	Annual Service	35	\$ 5.31	\$ 185.85
22	10 lbs. *Halon/Halotron	Six year Service	4	\$ 67.18	\$ 268.72
23	10 lbs. *Halon/Halotron	Hydrostatic Tests	5	\$ 86.61	\$ 433.05
24	10 lbs. *Halon/Halotron	Re-charging	4	\$ 86.61	\$ 346.44
25	10 lbs. *Halon/Halotron	Replace	4	\$ 619.90	\$ 2,479.60
26	10 lbs. CO2	Annual Service	60	\$ 8.57	\$ 514.20
27	10 lbs. CO2	Hydrostatic Tests	9	\$ 48.63	\$ 437.67
28	10 lbs. CO2	Re-charging	6	\$ 48.63	\$ 437.67
29	10 lbs. CO2	Replace	6	\$ 234.15	\$ 1,404.90
30	Service Call Charges	Charge per call	150 service calls	\$ 45.54	\$ 6,831.00
31	Total Cost for all estimated services (Please enter this amount as Base Bid amount)				\$ 34,802.40

* Halon - Indicate price for Halon or Halon replacement

1. Quantities indicated above are estimates. Fulton County guarantees no minimum quantity.
2. The above rates will be applied to the services when completed, irrespective of the quantity involved.

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Service

Section 7
Contract Compliance Requirements

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, 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.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: *Bob Rueddick* Title: *Sales Specialist*

Business or Corporate Name: *Cintas Fire Protection*

Address: *1705 Corporate Drive Suite 440*
Norcross, GA 30083

Telephone: *(770) 333-9988*

Fax Number: *(770) 333-9954*

Email Address: *rueddickb@cintas.com*

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Services

Section 2
Bid Form

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> 6/8/2022 </u>
ADDENDUM #	<u> 2 </u>	DATED	<u> 6/13/2022 </u>
ADDENDUM #	<u> 1 </u>	DATED	<u> 6/8/2022 </u>
communicat.in			
ADDENDUM #	<u> #3 </u>	DATED	<u> 6/21/2022 </u>
"	<u> #4,5,6,7 </u>		<u> 7/18/2022 </u>

BIDDER: Cintas Fire Protection

Signed by: *[Signature]*
 [Type or Print Name]

Title: Sales Specialist

Business Address: 1705 Corporate Drive
 Suite 440

 Norcross, GA 30093

Business Phone: 678-234-7883 / 770-333-9988

EXHIBIT F

PURCHASING FORMS

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Services

Section 6
Purchasing Forms & Instructions

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 services¹ under a contract with [insert name of prime contractor] Cintas Fire Protection on behalf of Fulton County Government has registered with and is participating in a federal work authorization program², 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.

160760
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

[Signature]
Title of Authorized Officer or Agent of Contractor

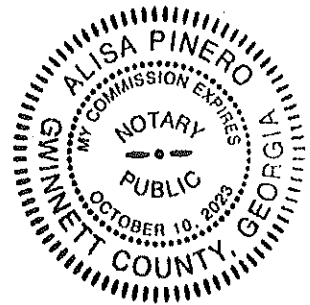
Lee Rumlak
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 21st day of June, 2022

Notary Public: Alisa Pinero

County: Emmett

Commission Expires: October 10, 2023



¹O.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.

²[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].

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Services

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 services³ under a contract with [insert name of prime contractor] N/A behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

N/A
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.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.

⁴[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].

22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Services

Section 2
Bid Form

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> 6/8/2022 </u>
ADDENDUM #	<u> 2 </u>	DATED	<u> 6/13/2022 </u>
ADDENDUM #	<u> 1 </u>	DATED	<u> 6/8/2022 </u>
Communications	<u> #3 </u>	DATED	<u> 6/21/2022 </u>
ADDENDUM #	<u> #4, 5, 6, 7 </u>	DATED	<u> 7/18/2022 </u>

BIDDER: Cintas Fire Protection

Signed by: 
[Type or Print Name]

Title: Sales Specialist

Business Address: 1705 Corporate Drive
 Suite 440
 Norcross, GA 30093

Business Phone: 678-234-7883 / 770-333-9988

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Services

Section 6
Purchasing Forms & Instructions


FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: Cintas Fire Protection Inc.

Utility Contractor's Name: Cintas Fire Protection, Inc.

Expiration Date of License: 12/31/2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 6/21/2022

(ATTACH COPY OF LICENSE)



JOHN F. KING
COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER

STATE OF GEORGIA
OFFICE OF
GEORGIA SAFETY FIRE COMMISSIONER

920 West Tower, 2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

License No.

CL 000359

FIRE PROTECTION CONTRACTOR LICENSE

Pursuant to the provisions of "Georgia Fire Sprinkler Act" (O.C.G.A. 25-11) and having met all application requirements and license qualifications pursuant 25-11-7 and the Rules and Regulations promulgated thereunder, this license is hereby granted to:

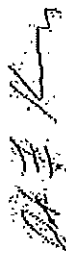
Cintas Fire Protection Inc
1705 Corporate Drive Suite 440
Norcross, GA 30093

This certificate is not transferable and may be revoked for violation of the Act, or the Rules and Regulations promulgated thereunder:

Date Issued Nov 19, 2021

THIS CERTIFICATE EXPIRES 12/31/2022

Please visit our website at <http://legov.oci.ga.gov/prodverification/> to see additional real-time information regarding this license.

By: 

JOHN F. KING
INSURANCE AND SAFETY FIRE COMMISSIONER

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Services

Section 6
Purchasing Forms & Instructions

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: Cintas Fire Protection

General Contractor's License Number: N/A

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Cintas Fire Protection


Performing work as: Prime Contractor Sub-Contractor

Professional License Type: Fire Extinguisher License

Professional License Number: 2021-00138

Expiration Date of License: 12/31/2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 6/21/2022

(ATTACH COPY OF LICENSE)



JOHN F. KING
COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER

STATE OF GEORGIA
OFFICE OF
GEORGIA SAFETY FIRE COMMISSIONER

License No. 2021-0013B

Expired on: Dec 31, 2022

920 West Tower, 2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

ENGINEERED FIRE SUPPRESSION SYSTEMS
PORTABLE FIRE EXTINGUISHER LICENSE
PRE-ENGINEERED RESTAURANT SUPPRESSION SYSTEMS
PRE-ENGINEERED INDUSTRIAL FIRE SUPPRESSION SYSTEMS

Pursuant to the provisions of "Georgia Fire Extinguisher Law" (Chapter 25-12) and the "Georgia Fire Extinguisher Rules and Regulations" (Chapter 120 - 3 - 23) and having met all application requirements and license qualifications thereunder, this license is hereby granted to:

Cintas Fire Protection Inc
1705 Corporate Drive Suite 440
Norcross, GA 30093
License (s) restrictive to the following systems:

This license is not transferable and may be revoked for violation of the Law, or the Rules and Regulations promulgated thereunder:

CRAIG LANDOLT
STATE FIRE MARSHAL

JOHN F. KING
INSURANCE AND SAFETY FIRE COMMISSIONER

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.

Cintas Fire Protection
1705 Corporate Drive
Suite 440
Norcross, GA 30093

Cintas Corporation
6860 Cintas Blvd.
P.O. Box 625737
Cincinnati, OH 45262

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.

Test and inspection of fire protection systems in public and commercial properties throughout Georgia via sales and customer service.

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.

None

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 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]

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Services

Section 6
Purchasing Forms & Instructions

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 21st day of June, 2022

Lee Ruddick 6/21/2022
(Legal Name of Proponent) (Date)

[Signature] 6/21/2022
(Signature of Authorized Representative) (Date)

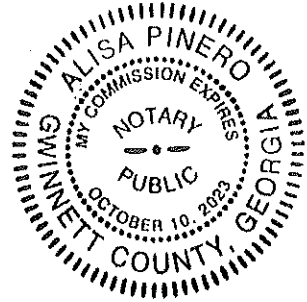
Sales Specialist
(Title)

Sworn to and subscribed before me,

This 21st day of June, 2022

Alisa Pinero
(Notary Public) (Seal)

Commission Expires October 10, 2023
(Date)



Gwinnett County Licensing and Revenue

2022

NOT
TRANSPARENT

446 W. Grogan Street
Lawrenceville, GA 30046

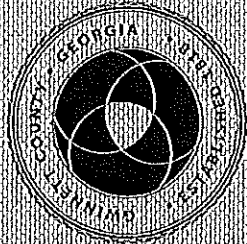
DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued: February 15, 2022 Certificate Number: 2022091762
Expires: March 31, 2025 Fee: \$2,165.30

Business Name: CINTAS CORPORATION 24177
Description: Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers

MAPLE NO
CINTAS CORPORATION 24177
6800 CINTAS BLVD. ATEN ACCT ASSISTANTS 90C
MASON OH 45040-9151

Business Location
1705 CORPORATE DR
SUITE 440
NORCROSS, GA 30095-0001



Only valid at this location and when location conforms to Gwinnett County Ordinance

#221TB134833C-MH
Fire Extinguisher Testing and Maintenance Services

Section 1
Instructions to Bidders

10. All proposals and 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).

37. BIDDER REFERENCES (USE FORM BELOW)

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

REFERENCE ONE

Government/Company Name: MARTA
Address: 2424 Piedmont Rd. NE Atlanta GA 30324
Contact Person and Title: Terry Herbert Contract Services Coordinator
Phone: 404-848-3710
Email: t.berbert@itsmarta.com
Contract Period: Currently middle of first year
Scope of Work: Fire Extinguisher Inspection & Maintenance

REFERENCE TWO

Government/Company Name: Brady Solutions
Address: 575 Wharton Drive SW Atlanta, GA 30336
Contact Person and Title: Austin DeFlumen
Phone: 603-717-2646
Email: a.deflumen@bradyenterprises.com
Contract Period: _____
Scope of Work: Extinguisher, Exit Lights, Sprinkler, Alarms inspection and monitoring

REFERENCE THREE

Government/Company Name: Lockheed Martin
Address: 2300 Cobb Drive Atlanta GA 30360
Contact Person and Title: James Covell Assist. Fire Chief of Ops.
Phone: 404-216-9669
Email: james.covell@lmco.com
Contract Period: 2013 - Present
Scope of Work: Fire Extinguisher Inspection & Maint.

22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Services

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
Tony Koh General Manager	1705 Corporate Drive Suite 440 Norcross, GA 30093
(See Attached)	

END OF SECTION

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Services

Section 1
Instructions to Bidders

10. All proposals and 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).

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Address: 2424 Piedmont Rd. NE Atlanta GA 30324
Contact Person and Title: Terry Herbert Contract Services Coordinator
Phone: 404-848-3710
Email: t.berbert@itsmarta.com
Contract Period: Currently middle of first year
Scope of Work: Fire Extinguisher Inspection & Maintenance

REFERENCE TWO

Government/Company Name: Brady Solutions
Address: 575 Wharton Drive SW Atlanta, GA 30336
Contact Person and Title: Austin DeFlumen
Phone: 603-777-2646
Email: a.deflumen@bradyenterprises.com
Contract Period: _____
Scope of Work: Extinguisher, Exit Lights, Sprinkler, Alarms inspection and monitoring

REFERENCE THREE

Government/Company Name: Lockheed Martin
Address: 2300 Cobb Drive Atlanta GA 30360
Contact Person and Title: James Covell Assist. Fire Chief of Ops.
Phone: 404-216-9669
Email: james.covell@lmco.com
Contract Period: 2013 - Present
Scope of Work: Fire Extinguisher Inspection & Maint.

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

#22ITB134833C-MH
Fire Extinguisher Testing and Maintenance Service

Section 7
Contract Compliance Requirements

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Lee Ruddick),
Name

Sales Specialist
Title

Cintas Fire Protection
Company 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: Lee Ruddick TITLE: Sales Specialist

SIGNATURE: [Signature]

ADDRESS: 1705 Corporate Drive Suite 440
Norcross, GA 30093

PHONE NUMBER: 770.333.9988 EMAIL: ruddickl@cintas.com

N/A

#22ITB134833C-MH

Fire Extinguisher Testing and Maintenance Service

Section 7

Contract Compliance Requirements

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Cintas Fire Protection

ITB/RFP Name & Number: # 22 ITB 134833C-MH

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT , is a minority or female owned and controlled business enterprise. African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); Small Business (SBE); Service Disable Veteran (SDVBE) Disadvantage Business (DBE) **if yes, Prime must submit a copy of recent certification.

Male or Female (Check the appropriate boxes).

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

\$ _____ Or _____ %

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>	
(a.)	N/A	(b.)	N/A
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. (COMPLETE Exhibit B2 FORM)

Total Dollar Value of Certified Subcontractors: (\$) N/A

Total Percentage of Certified Subcontractors: (%) N/A

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS



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.

COMPANY: Cintas Fire Protection SIGNATURE: 

NAME: Lee Rudolick TITLE: Saker Specialist

DATE: June 21, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2022

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

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

PRODUCER Aon Risk Services Northeast, Inc. c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Cintas Corporation and its Subsidiaries 6800 Cintas Blvd PO Box 625737 Cincinnati OH 45262 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER B: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D: Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Ins Co	23035	INSURER B: LM Insurance Corporation	33600	INSURER C: Liberty Insurance Corporation	42404	INSURER D: Westchester Fire Insurance Company	10030	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570093972314 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB2651004227092	07/01/2022	07/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coil C50 Ded. <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-651-004227-072 AOS	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			G22035277017	07/01/2022	07/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA565D004227102 WA765D004227112 WC5651004227122	07/01/2022 07/01/2022 07/01/2022	07/01/2023 07/01/2023 07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.I. EACH ACCIDENT \$2,000,000 E.I. DISEASE-EA EMPLOYEE \$2,000,000 E.I. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Pye Barker Fire & Safety is included as a Named Insured. The Certificate holder is included as an Additional Insured, with respect to the General Liability policy but only with respect to work performed under contract between the certificate holder and the insured.

CERTIFICATE HOLDER Fulton County Purchasing Department Public Safety Building Attn: Florene Thornton 130 Peachtree Street SW, Suite 1167 Atlanta GA 30303 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Holder Identifier : 227

570093972314 Certificate No :



22-0873 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in an total amount not to exceed \$100,000.00 with (A) VSC Fire & Security, Inc. (Norcross, GA) in an amount not to exceed \$65,000.00; and (B) Entec Systems, Inc. (Suwanee, GA) in an amount not to exceed \$35,000.00, to provide on-site maintenance and testing of fire-intrusion alarm systems on annual/or an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

(APPROVED)

A motion was made by Commissioner Abdur-Rahman and seconded by Vice-Chairman Hausmann, to approve. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, and Abdur-Rahman

Absent: Arrington

Did Not Vote: Hall

22-0874 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options. **(APPROVED)**

A motion was made by Commissioner Morris and seconded by Commissioner Hall, to approve. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, and Abdur-Rahman

Absent: Arrington



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/10/2023

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.

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PRODUCER Aon Risk Services Northeast, Inc. c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Cintas Corporation and its Subsidiaries 6800 Cintas Blvd PO Box 625737 Cincinnati OH 45262 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
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	INSURER B: LM Insurance Corporation		33600
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D: Westchester Fire Insurance Company		10030
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570098965330 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll C\$0 Ded. <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AS2-651-004227-072 AOS	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Fulton County Government is included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability policies, but only with respect to work performed under contract between the Certificate Holder and the Insured.

CERTIFICATE HOLDER

Fulton County Government
 141 Pryor St. SW
 Atlanta GA 30303-3408 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : 227

570098965330

Certificate No :



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