



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

21ITB130533C-GS

Locks, Doors & Hardware Countywide

For

Department of Real Estate and Asset Management

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CONTRACT AGREEMENT

Contractor: Acme Security, Inc.
Contract No.: 21ITB130533C-GS, Locks, Doors and Hardware Countywide
Address: 1190 Winchester Parkway SE, Suite 110
City, State Smyrna, GA 30080
Telephone: (404) 835-5000
Email: mhassebrock@acme4security.com
Contact: Michael Hassebrock
President/Owner

This Agreement made and entered into effective the 1st day of January, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **ACME SECURITY, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Locks, Doors and Hardware Countywide, hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on October 20, 2021, BOC# 21-0832(A).

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to furnish all parts, labor, equipment, transportation and materials necessary to provide on-site locksmith services to include the installation of new locks and door hardware as required and to supply lock and door hardware that the County may require from time to time, at various County facilities. This bid does not include service for vehicles. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

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

ARTICLE 7. **SCHEDULE OF WORK**

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

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

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January, 2022 the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December, 2022. 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, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 9. **COMPENSATION**

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

The total contract amount for the Project shall not exceed \$35,000.00 (Thirty Five Thousand Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 11. SUSPENSION OF WORK

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

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

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

ARTICLE 12. DISPUTES

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

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

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

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

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

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

ARTICLE 15. WAIVER OF BREACH

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

ARTICLE 16. INDEPENDENT CONTRACTOR

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

ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

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

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

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

ARTICLE 18. INDEMNIFICATION

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

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

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

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

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

18.4 Separate Counsel.

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

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

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

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

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

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

ARTICLE 26. ACCOUNTING SYSTEM

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

ARTICLE 27. VERBAL AGREEMENT

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

ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
Director
141 Pryor Street, S.W., Suite G119
Atlanta, Georgia 30303
Telephone: (404) 612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

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

Notices to Contractor shall be addressed as follows:

Acme Security Inc.
1190 Winchester Parkway SE, Suite 110

Smyrna, GA 30080
Telephone: (404) 835-5000
Email: mhassebrock@acme4security.com
Attention: Michael Hassebrock, President/Owner

ARTICLE 29. JURISDICTION

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

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

ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE 31. FORCE MAJEURE

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

ARTICLE 32. OPEN RECORDS ACT

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

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

ARTICLE 33. **INVOICING AND PAYMENT**

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

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

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

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

ARTICLE 34. TAXES

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

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

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

Robert
Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

CONTRACTOR:

ACME SECURITY, INC.

DocuSigned by:
Michael Hassebrock

0E52B59284034B1...
Michael Hassebrock,
President/Owner

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

RECESS MEETING

ITEM#: _____ RCS: _____



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE

BRAD
RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **ACME SECURITY INC.** Control Number: **07105642**

Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **1190 Winchester Parkway, Suite 110, Smyrna, GA, 30080** Date of Formation / Registration Date: **12/18/2007**

State of Formation: **Georgia** Last Annual Registration Year: **2021**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Michael Hassebrock**

Physical Address: **1190 Winchester Parkway, Suite 110, Smyrna, GA, 30080, USA**

County: **Cobb**

OFFICER INFORMATION

Name	Title	Business Address
Michael Hassebrock	CFO	1190 Winchester Parkway, Smyrna, GA, 30080, USA
Michael Hassebrock	CEO	1190 Winchester Parkway, Suite 110, Smyrna, GA, 30080, USA
Michael Hassebrock	Secretary	1190 Winchester Parkway, Suite 110, Smyrna, GA, 30080, USA

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Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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ADDENDA



Date: July 19, 2021

Project Number: 21ITB130533C-GS

Project Title: Locks, Doors and Hardware

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

ADDENDUM NO. 1

Questions and Answers

Question

We were taking a look at your invitation to bid and were wondering, would it be possible to supply just the door/lock hardware? Unfortunately, we would not be able to provide labor and installation, however, we would be more than happy to bid and potentially supply the hardware for the doors and locks at a great price for you.

Answer

Yes, Bid for parts alone will be considered for competitiveness

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

This is to acknowledge receipt of Addendum No. 1, 19 day of July, 2021.

ACME SECURITY, INC.
Legal Name of Bidder

[Handwritten Signature]
Signature of Authorized Representative

PRESIDENT/OWNER
Title



Date: July 30, 2021

Project Number: 21ITB130533C-GS

Project Title: Locks, Doors and Hardware

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

ADDENDUM NO. 2

Questions and Answers highlighted in yellow

Item# 1 Sargent Mortise Lock, complete Set, Part# 8205-26D

Question#1: Please advise the trim style needed – LNB Lever Trim

Question#2: Please advise the keyway needed. If LFIC core is being used please indicate if the core should be supplied with the lockset. – LFIC core used, with lockset

Question#3: Please advise the keying of the cylinder cores (Keyed different, Keyed Alike, Zero bitted, etc.) No core required

Item# 2 Sargent Mortise Electric Lock, complete Set, Part# 18-8270-26D

Question#1: 18 is not a valid prefix from Sargent – Spec changed to 8270-26D

Question#2: Please advise the trim style needed - Trim LN

Question#3: Please advise the keyway needed. If LFIC core is being used please indicate if the core should be supplied with the lockset. LFIC core used, with lockset

Question#4: Please advise the keying of the cylinder cores (Keyed different, Keyed Alike, Zero bitted, etc.) No core required

Item# 3 Corbin/Ruswin lever handle, complete Set, CL3451-NZD-626

Question#1: Please advise the keyway needed. If LFIC core is being used please indicate if the core should be supplied with the lockset. LFIC core used, with lockset

Question#2: Please advise the keying of the cylinder cores (Keyed different, Keyed Alike, Zero bitted, etc.) No core required

Item# 4 Corbin/Ruswin electric lever handle, extra heavy duty, complete set, ML2251ECL-626

Question#1: ML2251ECL is not a valid Corbin Ruswin part number. Correct Part Number is CL33905 NZD 626 M08 12AD

Question#2: Once the correct part number is determined Please advise the keyway needed. If LFIC core is being used please indicate if the core should be supplied with the lockset. LFIC core used, with lockset

Question#3: Once the correct part number is determined Please advise the keying of the cylinder cores (Keyed different, Keyed Alike, Zero bitted, etc.) No core required

Item# 5 Medeco deadbolt & cylinder 26D finish, 11-7302L

Question#1: 11-7302L is not a valid Medeco part number. Manufacturer Part # 11-C602-26-00P

Question#2: Once the correct part number is determined Please advise the keyway needed. Keyway Air, no security

Question#3: Once the correct part number is determined Please advise the keying of the cylinder cores (Keyed different, Keyed Alike, Zero bitted, etc.) Keyed alike

Item# 6 Medeco double cylinder, 26D finish, 11-WO102

Question#1: 11-WO102 is not a valid Medeco part number. Part Number is deleted

Question#2: Once the correct part number is determined Please advise the keyway needed. Medeco X4 High Security Cut Key

Question#3: Once the correct part number is determined Please advise the keying of the cylinder cores (Keyed different, Keyed Alike, Zero bitted, etc.) Keyed alike

Item# 7 Schlage lock/electric D-line, 626 finish, complete set, D80PDEL-RHO

Question#1: Please advise the keyway needed. If LFIC core is being used please indicate if the core should be supplied with the lockset. - Large format keyway

Question#2: Please advise the keying of the cylinder cores (Keyed different, Keyed Alike, Zero bitted, etc.) - Keyed alike

Item# 8 Simplex push button lock with key override, 1000-126D

Question#1: Please advise which key override cylinder will be used in this lock (Best, Schlage Corbin, Medeco, etc.) - Sargent

Question#2: Please confirm that this is the knob lock needed and not the lever lock - Lever lock

Item# 9 Simplex push button lock without key override, 1000-126D

Question#1: Please confirm that this is the knob lock needed and not the lever lock - knob lock

Item# 10 LSDA Grade 1 lever handle with 15 year warranty, complete set, LX100-26D

Question#1: Your description is calling for a Grade 1 lever but the part number listed (LX100) is a Grade 2 lever. Please advise.- Require Grade 1 lever

Question#2: Will an equivalent to the LSDA lockset be acceptable to bid? - Equivalent is acceptable

Question#3: Please advise the function needed (Entrance, Storeroom, Classroom, etc.) - Entrance

Question#4: Please advise the keyway needed. If LFIC core is being used please indicate if the core should be supplied with the lockset. - Keyway KW1

Question#5: Please advise the keying of the cylinder cores (Keyed different, Keyed Alike, Zero bitted, etc.) - keyed alike, single cylinder core

Item# 11 LSDA Grade 2 lever handle with 15 year warranty, complete set, LX100-26D

Question#1: Will an equivalent to the LSDA lockset be acceptable to bid? - Equivalent is acceptable

Question#2: Please advise the function needed (Entrance, Storeroom, Classroom, etc.) Store room

Question#3: Please advise the keyway needed. If LFIC core is being used please indicate if the core should be supplied with the lockset. Keyway KW1

Question#4: Please advise the keying of the cylinder cores (Keyed different, Keyed Alike, Zero bitted, etc.) - keyed alike, single cylinder core

Item# 13 Von Duprin hardware device, complete set, 99EOUS26D

Question#1: Please advise if this is a 3' or 4' device - 3' device

Item# 14 Von Duprin vertical rod device, complete set, 9927TLUS10

Question#1: Please advise if this is a 3' or 4' device - 4' device

Item# 15 Door-O-Matic Jr. Swing handicap, complete set, 84001-938AL R84120-400

Question#1: 84001-938AL is not a valid Doromatic part number.

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

This is to acknowledge receipt of Addendum No. 2, 4 day of AUGUST, 2021.

Acme Security, Inc
Legal Name of Bidder

Michael H. Hasek
Signature of Authorized Representative

PRESIDENT/OWNER
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

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

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide is to furnish all parts, labor, equipment, transportation and materials necessary to provide on-site locksmith services to include the installation of new locks and door hardware as required and to supply lock and door hardware that the County may require from time to time, at various County facilities. This bid does not include service for vehicles.

4.1 Any contract (s) emanating from this bid shall be for all participating departments and is to be administered by the Department of Real Estate and Asset Management.

Section 2, Bid Form of this package lists the following groups for price quote. The contractor must quote the prices in this form only.

Items 1 – 11 Lock hardware and parts.

Items 13 – 15 Door hardware, door closer and parts

Items 17 – 19 Labor rates and service/truck charges if applicable, for On-Call Locksmith Services

The schedule shows only a representative list of items used by the County and will be used for comparison ordering. However, the County does not undertake to order all items in the list during the contract period. Material outside the list will be ordered based on manufacturers price cost and discount offered.

4.2. Working Hours: This contract is to provide services twenty four (24) hours a day, seven (7) days a week. For the purpose of this contract, normal working hours will be from 7:00 A.M. through 5:00 P.M., Monday thru Friday, excluding Fulton County Holidays (New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Juneteenth Day, Veteran's Day, Thanksgiving Eve, Thanksgiving Day and Christmas Eve, Christmas Day). All work performed outside of normal working hours (including weekends and holiday) will be paid at a rate not exceeding 1.5 times the rate for the normal working hours. Holiday rates will apply only to holidays officially recognized by Fulton County.

4.3 All Personnel: The Company that will work in the County facilities must wear uniforms with their company logo clearly visible on it. If the personnel report for work in a vehicle, that vehicle should have the vendor's name or the company's name printed at the back or either sides of the vehicles. At least one crew member should be able to communicate in English.

4.4. Warranty Clause: The contractor will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days from the completion of the service. In the case parts, if the manufacturer's standard warranty periods greater than ninety (90) days, the manufacturer's warranty period will prevail. Any additional repairs required within this ninety (90) day period will be at the expense of the contractor. Parts, in such cases, will be replaced at no additional cost to Fulton County.

period will prevail. Any additional repairs required within this ninety (90) day period will be at the expense of the bidder. Parts, in such cases, will be replaced at no additional cost to Fulton County.

4.5 Technical Reports: The bidder is required to submit a technical report on service calls within five (5) days of completion. The report must contain the following information:

- Date service was performed with Start time & completion time.
- Location of service.
- Person requesting the service.
- Itemized parts list.
- Type of lock repaired (Make & Model#)
- Class of the call (I.E., Emergency/ High Priority or Routine)
- Fulton County Building Asset Number.
- Fulton County's Service Order/Work Order number

Bidder may submit this information on the same form utilized for invoicing. However, the bidder will not receive payment for any invoices until the technical report is received.

4.6 Installation: Installation/retrofit of electrical/electronic locking system will be documented on clear schematic drawing of the system. Such installation/retrofit drawings are required to be approved by Facility Engineering Maintenance Division of Department of Real Estate and Asset Management, prior to installation/retrofit.

4.7 Payment: Payment for installation/ retrofit will be made only after satisfying this requirement.

4.8 Inventory: The bidder must certify below that a full inventory of parts and services required is available within fifty (50) miles radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303. The bidder understands that having the services/parts on an "if needed, as needed, and when needed" basis will be used in selecting the successful bidders. Fulton County Reserves the right to reject any bidder failing to meet this requirement.

Services/Parts Available: Yes No

Address of bidder's facility for:

Parts

1190 Winchester Parkway SE
Suite 110
Smyrna, GA 30080
Phone: 404-835-5000

Service

1190 Winchester Parkway SE
Suite 110
Smyrna, GA 30080
Phone: 404-835-5000

4.9 Delivery: Delivery requirements will be as required by the individual department managers. However, the bidders must be capable of responding to all calls within two (2) hours. For emergencies the bidder is required to maintain

a point of contact for services twenty- four (24) hour per day, seven (7) days per week including holidays. Call forwarding services are not acceptable. Failure to adhere to this paragraph can be grounds for termination of the contract. The bidder must respond to requests in accordance with the following criteria:

- A. Emergency Requests: Services and/or parts must be provided within four (4) hours.
- B. High Priority Requests: Services and/or parts must be provided within eight (8) hours.
- C. Routine Requests: Services and/or parts must be provided within three (3) days.

4.10 Contact Information: Please indicate below the twenty-four (24) hours seven (7) days a week contact information

4.10.1 Contact Phone Number 404-556-7661

4.10.2 Contact Address 1190 Winchester Parkway SE
Suite 110, Smyrna, GA 30080

4.11 Service rates will be charged for emergency/urgent and routine requests according to the basic hourly rates. Parts will billed as indicated on the bidders bid for listed items. For items not listed, parts will be accepted based on the bidder's proposal approved by the Contract Administrator/Project Manager.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$35,000.00 (Thirty Five Thousand, Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM

Submitted To: Fulton County Government

Submitted By: Acme Security, Inc.

For: **Insert Bid# Locks, Doors and Hardware Countywide**

Submitted on August 5, 2021.

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

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

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

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

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

BASE BID AMOUNT- (Total Base Bid Amount from Total Items #12, #16 and #20)

\$ 192,385.00

(Dollar Amount In Numbers)

One hundred ninety two thousand three hundred eighty five dollars

(Dollar Amount in Words)

*** Please enter the amount calculated against line 21 below.

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.

BASE BID AMOUNT

The following prices will be considered for comparison of bids. Fulton County may or may not buy any and all of these parts listed. Not filling the information below will make the bid non-responsive

A.

Lock Hardware and Parts

Item No	Description (1)	Part Number (2)	Qty (3)	Price/each (4)	Total Cost (3)x(4)
1	SARGENT Mortise Lock, complete set	8205-26D	100	\$454.00	\$45,400.00
2	SARGENT Mortise Electric Lock, complete set	18-8270-26D	15	\$514.00	\$7,710.00
3	CORBIN/RUSSWIN Lever handle, complete set,	CL3451-NZD-626	60	\$360.00	\$21,600.00
4	CORBIN/RUSSWIN electric Lever handle, extra heavy duty complete set,	ML2251ECL-626	25	\$ 836.00	\$ 20,900.00
5	MEDECO Dead bolt & Cylinder 26D finish	11-7302L	10	\$153.00	\$1,530.00
6	MEDECO Double Cylinder, 260 Finish,	11-WO102	10	\$212.00	\$2,120.00
7	SCHLAGE Lock/Electric D-Line, 626 finish, complete set	080PDEL-RHO	25	\$516.00	\$12,900.00
8	SIMPLEX Push button lock with key over ride	1000-126D	40	\$443.00	\$17,720.00
9	SIMPLEX Push button lock	1000-126d			

211TB130533C-GS
Locks, Doors and Hardware Countwafde

Section 2
Bid Form

	WITHOUT key over ride		25	\$346.00	\$8,650.00
10	LSDA Grade 1 lever handle with 15 year warranty, complete set	LX100-26D	40	\$114.00	\$4,560.00
11	LSDA Grade 2 lever handle with 15 year warranty, complete set	LX100-26DD	40	\$42.00	\$1,680.00
12	Total Cost				\$144,770.00

B. Door Hardware, Door Closers and Parts

Item No	Description (1)	Part Number (2)	Qty (3)	Price/each (4)	Total Cost (3)x(4)
13	VON DUPRIN Hardware device, complete set	99EOUS26D	15	\$ 373.00	\$ 5,595.00
14	VON DUPRIN Vertical roddevice, complete set	9927TLUS10	5	\$ 1,704.00	\$ 8,520.00
15	DOOR-O-MATIC Jr, swing handicap, complete set	84001-938AL	5	\$ 2,640.00	\$ 13,200.00
16	Total Cost				\$ 27,315.00

C. Locksmith Services - Labor Rates

Item No.	Locksmith /Tech (1)	Estimated quantity (2)	Hourly Rate 2022 (3)	Total Labor charges (2) x (3)
17	Normal Business Hours (8 AM - 5 PM Monday thru Friday, excluding County approved holidays)	200 hours	\$55.00	\$11,000.00
18	Weekends, County observed holidays and Hours Beyond Normal Business Hours	120 hours	\$55.00	\$6,600.00
19	Service Calls	60 calls	\$45.00	\$2,700.00
20	Total Labor (lines 17+18+19)			\$20,300.00

21. Total Base Bid Cost from total items #12, #16 and #20 above:
\$ 192,385.00

Please use the number in line 21 above to fill in the Base Bid Amount

Note: Line Items #22 and #23 will not be a part of the Bid Evaluation for Award.

22. Hourly labor rate for 2023 \$55.00

23. Hourly labor rate for 2024 \$60.00

Price quoted against (22) and (23) shall not be in excess of the value in (17) adjusted for CPI Index for Atlanta region for 2023 and 2024

Note: Normal Business Hours are from 8AM to 5PM, Mondays through Fridays, excluding County observed holidays. Any work performed outside these hours are considered for 'after-hours pricing'

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>7/19/21</u>
ADDENDUM#	<u>2</u>	DATED	<u>7/30/21</u>
ADDENDUM#	_____	DATED	_____
ADDENDUM#	_____	DATED	_____

BIDDER: Acme Security, Inc.

Signed by: Michael Hassebrock
[Type or Print Name]

Title: President

Business Address: 1190 Winchester Parkway SE

Suite 110

Smyrna, GA 30080

Business Phone: 404-835-5000

21ITB130533C-GS
Locks, Doors and Hardware Countywide

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
Michael Hassebrock	1190 Winchester Parkway SE
100% Owner	Suite 110
Acme Security, Inc.	Smyrna, GA 30080

END OF SECTION

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the Individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Acme Security, Inc., 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.

1230306
EEV/Basic Pilot Program* User Identification Number

Acme Security, Inc.
BY: Authorized Officer of Agent
(Insert Contractor Name)

President/Owner
Title of Authorized Officer or Agent of Contractor

Michael Hassebrock / *Michael Hassebrock*
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 4th day of April, 2021

Notary Public: Jodi Williams

County: Haralson

Commission Expires: March 1, 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.]

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: N/A

Utility Contractor's Name: _____

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: *Michael Sanchez*

Date: 8-4-2021

(ATTACH COPY OF LICENSE)

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

Contractor's Name: N/A

General Contractor's license Number: _____

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: Michael Hasselrot

Date: 8-4-2021

(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.

Michael Hassebrock
President and Owner – 100%
Acme Security, Inc.
1190 Winchester Parkway SE, Suite 100
Smyrna, GA 30080

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.

Acme Security, Inc. (Acme Lock & Key) has been in business since 1928 (93 years). Acme Security, Inc. is a premier locksmith and door hardware company in Metro-Atlanta and Fulton County. We provide full-service lock, door hardware, electronic card access and CCTV camera service and sales to our clients.

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.

Acme Security, Inc. (Acme Lock & Key) has been doing business with Fulton County for over 50 years. During that period, Acme Security, Inc. has received revenue from Fulton County directly from work performed under various purchase orders and agreements of the 50+ year relationship we have had with the numerous Fulton County Departments and Agencies.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

- 5. Has any offerer, 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 Offerers, 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]

21ITB130533C-GS
Locks, Doors and Hardware Countywide

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 4 day of AUGUST, 2021

ACME SECURITY, INC. 8-4-2021
(Legal Name of Proponent) (Date)

Michael Woodcock 8-4-2021
(Signature of Authorized Representative) (Date)

PRESIDENT/OWNER
(Title)

Sworn to and subscribed before me,

This 4th day of August

[Signature]
(Notary Public)



Commission Expires March 1, 2023
(Date)

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A- PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We MICHAEL HASSEBROCK,

Name

PRESIDENT

Title

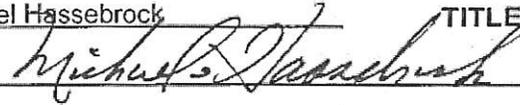
ACME SECURITY, INC.

Firm Name

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

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

NAME: Michael Hassebrock TITLE: President/Owner

SIGNATURE: 

ADDRESS: 1190 Winchester Parkway SE, Suite 110

Smyrna, GA 30080

PHONE NUMBER: 404-835-5000 EMAIL: mhassebrock@acme4security.com

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name: Acme Security, Inc.

ITB/RFP Name & Number: 21TB130533C-GS Locks, doors sand hardware countywide

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

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

\$ _____ OR _____ 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:

Business Name		Business Name		Business Name	
(a.)		{b.}		{c.}	
%of JV		%of JV		%of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

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

SUBCONTRACTOR NAME: N/A
 ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: N/A
 ADDRESS: _____

 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED:,,, .. _____
 DOLLAR VALUE OF WORK:\$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: N/A
 ADDRESS: _____

 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED:,,, .. _____
 DOLLAR VALUE OF WORK:\$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: N/A
 ADDRESS: _____

 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED:,,, .. _____
 DOLLAR VALUE OF WORK:\$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED:,,, .. _____
 DOLLAR VALUE OF WORK:\$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NASE); White Female American (WFBE); -1J yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements:(\$)

Total Percentage of Subcontractor Value: (%) 0%

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

Signature: Michael Hassebrock Title: President

Business or Corporate Name: Acme Security, Inc.

Address: 1190 Winchester Parkway SE, Suite 110

Smyrna, GA 30080

Telephone: (404) 835-5000

Fax Number: (404) 835-5001

Email Address: mhassebrock@acme4security.com

ACME SECURITY, INC.

EQUAL EMPLOYMENT AND EQUAL BUSINESS OPPORTUNITY PLAN (EEO & EBO PLAN)

Introduction

It is the policy of Acme Security (the Company) not to discriminate against any employee or subcontractor or any applicant for employment or work as a subcontractor because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This EBO Plan shall include, but not be limited to, the following: recruitment and employment, subcontractors, promotion, demotion, transfer, compensation, selection for training including apprenticeship, layoff and termination. Except with respect to sexual orientation, this company further agrees to take affirmative action to ensure equal employment opportunities.

The Company's senior management is responsible for planning and implementing our EBO Plan program as well as for its day-to-day monitoring of affirmative action related decisions and activities. All personnel who are responsible for hiring and promoting employees and for the development and implementation of programs or activities are charged to support this plan.

The commitment of Acme Security to equal employment opportunity and diversity is articulated as follows:

The Acme Security is committed to building an inclusive and diverse environment and maintains a comprehensive program to ensure that practice reflects these principles. Diversity within the company's business environment provides opportunity to foster mutual awareness, knowledge, and sensitivity, to challenge ingrained stereotypes, and to promote mutual understanding and respect. The Company is committed to a work and learning environment conducive to open discussion and the free exchange of ideas. It is important that we have global awareness and explore the diversity of the local communities served by the Company's business. Embodying, promoting and celebrating diversity inspires innovative ideas, practical solutions, and team-building in achieving the Company's goal of professional and business excellence.

EEO & EBO Nondiscrimination Employment Policy Statement

Acme Security is committed to the principles of equal employment and business opportunity. The Company will provide equal employment and business partnership opportunity in accordance with all applicable federal, state, and local laws, and will implement a comprehensive program to put those principles into practice.

No person or business shall be subjected to unlawful discrimination in any program or activity of the Company on the basis of ethnic group identification, race, color, national origin (including language and accent), religious creed, age, sex, gender, physical disability, mental disability, ancestry, sexual orientation, citizenship status, gender identity, gender expression, familial status, marital status, socio-economic status, military and veteran status, genetic information, or medical condition. No person shall be subjected to discrimination on the basis of these actual or perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The Company commits to vigorous equal employment opportunity in all aspects of its business and classified employment programs, including recruitment, selection, assignment, retention, promotion, and transfer. The Company will strive to achieve a workforce that reflects and welcomes diversity to ensure an inclusive business and professional environment. Such an environment fosters cooperation, acceptance, democracy and free expression of ideas.

The Company shall approve this Equal Employment Business Opportunity Plan and assume overall responsibility for the success or failure of the Plan. The President and management will be responsible for implementing this policy consistent with all applicable provisions. This Equal Employment and Business Opportunity Plan will be maintained to ensure principles conform to all applicable federal, state, and local laws.

Delegation of Responsibility, Authority & Compliance

It is the goal of the Acme Security that all employees promote and support equal employment and business partnership opportunities because equal employment and business opportunity requires a commitment and a contribution from every segment of the Company. The general responsibilities for the prompt and effective implementation of this Plan are set forth below.

Company's Officer(s)

The Company's Officer(s) is ultimately responsible for proper implementation of the Plan at all levels of Company's operation and for ensuring equal employment opportunity as described in the Plan.

Managers and Supervisors

The Company's Officer(s) delegates to the Managers and Supervisors the responsibility for ongoing implementation of the Plan and for providing leadership in supporting the Company's equal employment opportunity policies and procedures. The Managers and Supervisors or his/her designee shall advise the Company's Officer(s) concerning Equal Business Opportunity issues regarding the Plan's implementation at least once every year. With regard to administrative staff members who have responsibilities in connection with implementation of the Plan, the Managers and Supervisors or his/her designee shall evaluate the performance of all such administrative staff on their ability to follow and implement the requirements in the Plan.

Equal Employment and Business Opportunity Officer

The Company has designated the person in charge and responsible for Human Resources or his/her designee as its Equal Employment and Business Opportunity Officer who is responsible for the day-to-day implementation of the Plan. If the designation of the Equal Employment and Business Opportunity Officer changes before this Plan is revised, the Company will notify employees, business partners, and applicants for employment of the new designee. The Equal Employment and Business Opportunity Officer is responsible for administering, implementing and monitoring the Plan and for assuring compliance with the requirements. The Equal Employment and Business Opportunity Officer also is responsible for receiving complaints described in Plan for ensuring that such complaints are promptly and impartially investigated, and for ensuring that applicant pools and selection procedures are properly monitored as required. The Company's Officer(s) are responsible for ensuring that the Equal Employment and Business Opportunity personnel are adequately qualified or trained for the responsibilities of the position.

Agents of the Company

Any organization or individual, whether or not an employee of the Company, who acts on behalf of the Company's Officer(s) or the Company with regard to the recruitment and screening of personnel, or business partners is an agent of the Company and is subject to all the requirements of this Plan.

Good Faith Effort

The Company shall make a continuous good faith effort to comply with all the requirements of the Plan.

The Company will establish an Equal Employment and Business Opportunity Advisor to assist the Company in implementing the Plan. The Advisor shall include a diverse membership whenever possible including employees, personnel consultant/advisors and ADA advisors. Every year, the Company shall receive training in all of the following:

- The requirements of all applicable federal, state, and local laws,
- Identification and elimination of bias in hiring;
- The educational benefits of workforce diversity; and
- The role of the Advisor in carrying out the Company's EEO and EBO Plan.

The Advisor shall hold a minimum of one (1) meeting per year, with additional meetings if needed to review EBO and diversity efforts, programs, policies, and progress. When appropriate, the Advisor shall make recommendations to the Company's Officer(s), and/or the Managers and Supervisor.

The Advisor will review the EEO and EBO Plan at least once every year, and any revised Plan will be submitted to the Company Office(s) for review and implementation.

Complaints

The procedure for filing complaints alleging violation of the Equal Employment/Business Opportunity regulations shall be set forth in the Company's Administrative Regulation and Employee Handbook regarding EBO & Discrimination Complaint Procedure.

As stated in the Company's Administrative Regulation and Employee Handbook regarding EBO & Discrimination Complaint Procedure, complaints alleging a violation of the EBO regulations shall be filed with the Company's Officer(s).

Notification of EEO & EBO Plan and Policy

The commitment of the Acme Security to equal employment and business opportunity is emphasized through the broad dissemination of the Company's Equal Employment/Business Opportunity Policy Statement.

The following statement shall be posted on all employment announcements and recruitment materials:

The Acme Security is committed to the principles of equal employment and business opportunity. All qualified applicants for employment and business partnerships, as well as Company employees, shall have full and equal access to employment opportunity. No person shall be subjected to unlawful discrimination in any program or activity of the Company.

The Plan and subsequent revisions of the Plan will be distributed to:

- The Company's Officer(s) and;
- All administrators, managers and employees of the Company.

The Company will provide a paper or electronic copy of the Plan to any employee requesting it; whether the Plan is provided in paper or electronic form is dependent on the wishes of the requesting person. Each year, the Company will provide company employees a copy of the EEO and EBO Plan and a written annual notice as

described below. Also, when new employees commence their employment with the Company, the Manager or Supervisor will provide the EEO and EBO Plan.

Recruitment, Screening & Selection

All recruitment for employment positions conducted by the Company including, without limitation, recruitment positions conducted by the Company's Office of Human Resources and Personnel, shall be conducted consistent with all the requirements set forth in the Company's EEO and EBO Plan.

The Company shall create job announcements and set qualifications for employment positions consistent with all the requirements set forth in this Plan.

The Company shall conduct applicant pool reviews and take appropriate action as necessary consistent with all of the requirements set forth in this Plan.

The Company's screening and selection procedures shall be consistent with all the requirements set forth in this Plan. Specifically, all screening and selection techniques, including the procedure for developing interview questions, and the selection process as a whole, shall be:

- provided to the President upon request;
- designed to ensure that for all employment positions and as appropriate for all other positions (including classified positions), meaningful consideration is given to the extent to which applicants demonstrate a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community that the Company serves;
- based solely on job-related criteria; and
- designed to avoid an adverse impact to the business.

"Meaningful consideration" means that candidates shall be required to demonstrate sensitivity to diversity in ways relevant to the specific position.

Screening/Selection

Whenever possible, screening/selection committees shall include a diverse membership which will bring a variety of perspectives to the assessment of applicants' qualifications.

Any organization or individual, whether or not an employee of the Company, who is involved in the recruitment and screening/selection of personnel, shall receive appropriate EEO and EBO training on the following:

- The requirements of all applicable federal, state, and local nondiscrimination laws;
- The requirements of the Company's Equal Employment and Business Opportunity Plan;
- The Company's policies on nondiscrimination, recruitment, and hiring;
- The educational benefits of workforce diversity;
- The elimination of bias in hiring decisions; and
- Best practices associated with EEO and EBO.

Each Company employee serving in the above capacities will be required to participate in a recruitment training session each time he or she is appointed to a screening/selection committee. This training is mandatory; individuals who have not received this training will not be allowed to serve on screening/selection committees. The Company's Human Resources personnel is responsible for providing the required training for Company employees serving on academic administrator and faculty screening/selection committees, and the Company's Personnel Department is responsible for providing the required training for Company employees and other persons serving on classified manager and non-manager employee screening/selection committees. Any individual, whether or not he or she is an employee of the Company, acting on behalf of the Company with regard to recruitment, screening, and/or selection of employees is subject to the equal employment opportunity requirements and the Company's Equal Employment/Business Opportunity Plan.

Persons with Disabilities

The Company shall ensure that applicants and employees with disabilities are provided with reasonable accommodations consistent with the requirements set forth in all applicable federal, state, and local laws.

Company Measures to Address Identified Underrepresentation

Where the review is required in the Plan identifies that significant underrepresentation of a monitored group may be the result of non-job related factors in the employment process, and/or business partnership selection process, the Company shall implement additional measures designed to address the specific area of concern. These additional measures shall include the following:

1. Review the Company's recruitment procedures and identify and implement any additional measures which might reasonably be expected to attract candidates and business partners from the significantly underrepresented group;
2. Consider various other means of reducing the significant underrepresentation which do not involve taking monitored group status into account and implement any such techniques which are determined to be feasible and potentially effective;
3. Review each locally established "required," "desired," or "preferred" qualification being used to screen applicants for positions in the job category or business partnership to determine if it is job-related and consistent with any requirements of all applicable federal, state, and local laws.
4. Discontinue the use of any established qualification that has not been found to satisfy the requirements;
5. Continue using qualification standards meeting the requirements only where no alternative qualification standard is reasonably available which would select for the same characteristics, and be expected to have a less exclusionary effect; and
6. Consider the implementation of additional measures designed to promote diversity that are reasonably calculated to address the area of specific need.

For purposes of this section, "a reasonable period of time" means three years.

Nothing in this section shall be construed to prohibit the Company from taking any other steps it concludes are necessary to ensure equal employment business opportunity, provided that such actions are consistent with the requirements of all applicable laws.

Developing & Maintaining a Commitment to Diversity

Establishing and maintaining a richly diverse workforce and business partners is an on-going process that requires continued effort. The following are tools that may be used by the Company in developing and maintaining its ongoing commitment to diversity:

1. Conduct surveys related to the Plan business climate on a regular basis and implement concrete measures that utilize the information drawn from the surveys;
2. Conduct exit interviews with employees and/or business partners who voluntary leave the Company,
3. Provide training on elimination of bias in hiring and employment;
4. Provide cultural awareness training;
5. Maintain a variety of programs to support newly-hired employees and business partners such as mentoring, professional development, and leadership opportunities;
6. Audit and/or maintain updated job descriptions and/or job announcements;
7. Provide training to the Company's Officer(s) on the elimination of bias in hiring and employment at least once every year;
8. Timely and thoroughly investigate all complaints filed, and take appropriate corrective action in all instances where a violation is found;
9. Timely comply with the requirements and include all forms of harassment and discrimination in the training;
10. Through the Company's publications convey the Company's diversity and commitment to equal employment and business partnership opportunities;
11. Through the Company's mission statement, convey the Company's commitment to diversity and inclusion and its commitment to a diverse and inclusive workforce that promotes the Company's goals and values;
12. Through the Company's hiring procedures, require that applicants for all positions are required to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community company's business students in a manner specific to the position;
13. Through Company staff members, serve as resources, consultants, mentors and/or leaders to colleagues at other companies in the areas of EBO and diversity enhancement;
14. Address issues of inclusion/exclusion in a transparent and collaborative fashion;
15. Attempt to gather information from applicants and business partners who decline job offers to find out why, record this information, and utilize it; and
16. Conduct longitudinal analysis of various employment events by monitored group status such as hiring, promotion, retention, voluntary resignation, termination, and discipline.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

INSURANCE AND RISK MANAGEMENT PROVISIONS**Locksmith Services**

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

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

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

211TB130533C-GS Locks, Doors and HM'dware <u>Countywide</u>	Insurance and Risk <u>Management</u>	Section 5 Provisions
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
4. UMBRELLA LIABILITY		
	Per Occurrence	\$1,000,000
(In excess of Auto, General Liability and Employers Liability)		

Certificates of Insurance

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

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

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

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

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

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

Certificates must list Project Name (where applicable).

Important:

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

USE OF PREMISES

Contractor/Nendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

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

PROTECTION OF PROPERTY

Contractor/Nendor 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.

21ITB130533C-GS
Locks, Doors and Hardware Countywide

Section 5
Insurance and Risk Management Provisions

ContractorNendor 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.

ContractorNendor 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).

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

COMPANY: Acme Security, Inc., SIGNATURE: 

NAME: Michael Hassebrock TITLE: President DATE: 8-4-2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2021

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

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

PRODUCER James O. Goodwin 101 South Dawson St, Ste C LaGrange GA 30241	CONTACT NAME: Michaela Hubbard PHONE (A/C No. Ext): (706) 416-4160 FAX (A/C No): (706) 416-4162 E-MAIL ADDRESS: mhubbard@twfg.com																					
INSURED The Security Product Depot, LLC and 1190 Winchester Pkwy Se Smyrna GA 30080-6544	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: State Auto</td> <td></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C: State Auto</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: State Auto			INSURER B:			INSURER C: State Auto			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES CERTIFICATE NUMBER: THES21110410355548 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.

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

CERTIFICATE HOLDER Fulton County Government Attn: Purchasing Department 130 Peachtree Street,S.W. Suite 1168 Atlanta GA 30303-3459	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
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PRODUCER James O. Goodwin ASJ Investment Corp 101 South Dawson St, Ste C LaGrange GA 30241		CONTACT NAME: PHONE (A/C, No, Ext): (706) 416-4160 FAX (A/C, No): (706) 416-4162 E-MAIL ADDRESS: jgoodwin@twfg.com	
INSURED Acme Security Inc 1190 Winchester Pkwy Se Smyrna GA 30080		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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CERTIFICATE HOLDER Fulton County Government Attn: Purchasing Department 130 Peachtree Street, S.W. Ste 1168 Atlanta GA 30303	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
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21-0832 Real Estate and Asset Management

Request approval of lowest responsible bidders - Department of Real Estate and Asset Management, 21ITB130553C-GS, Locks, Doors & Hardware Countywide in the total amount of \$90,000.00 with (A) Overhead Door of Atlanta dba D.H. Pace Company, Inc. (Atlanta, GA) in the amount of \$55,000.00; and (B) Acme Security, Inc., (Smyrna, GA) in the amount of \$35,000.00, to provide on-site locksmith services to include the installation of new locks and door hardware as required and to supply lock and door hardware for Fulton County facilities on an "as needed" basis. This bid does not include service for vehicles. Effective dates: January 1, 2022, through December 31, 2022, with two renewal options.

21-0833 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 19ITB120487C-MH, Generator System Maintenance and Repair Services, in the amount of \$105,258.00 with Power & Energy Services, Inc. (Powder Springs, GA), for the replacement of an existing, non-functioning generator system with a new 150kw diesel generator system for the E911 Communication Center located at the Fulton County Government Center Complex Public Safety Building, 130 Peachtree Street, Atlanta, GA 30303. Effective upon BOC approval.

21-0834 Real Estate and Asset Management

Request approval to increase spending authority- Department of Real Estate and Asset Management, Bid#18ITB113793C-GS, Countywide On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance in the total amount of \$179,222.00 with Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc., (Atlanta, GA), to provide replacement of two Revolving Doors at the main entrance and major repairs/replacement to the two Fire Doors on ground Floor and 2nd floor in the Justice Center Tower located at 185 Central Avenue, Atlanta, GA 30303. Effective upon BOC approval.

21-0835 Human Resources Management

Request approval to amend the Retention Bonus Personnel Policy (No. 329-16) to rename it "Retention Bonus, Sign-On Bonus and Relocation Costs" and to permit payment of a sign-on bonus and relocation costs to certain candidates offered employment reimbursement.

Health and Human Services**21-0836 Senior Services**

Request approval of a statewide contract - Department of Senior Services, SWC99999-SPD0000136-0003, Temporary Staffing Services in the amount of \$233,532.60 with Happy Faces Personnel Group Inc. (Tucker, GA), to provide staffing services to support the operation of the Department of Senior Services facilities. Effective January 1, 2022 through December 31, 2022.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2021

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PRODUCER James O. Goodwin 101 South Dawson St, Ste C LaGrange GA 30241	CONTACT NAME: Michaela Hubbard PHONE (A/C No. Ext): (706) 416-4160 FAX (A/C No.): (706) 416-4162 E-MAIL ADDRESS: mhubbard@twfg.com														
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COVERAGES **CERTIFICATE NUMBER:** THES21110410355548 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	10074660CB	05/12/2021	05/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			10101943CU	11/01/2021	05/12/2022	EACH OCCURRENCE \$ AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Fulton County Government Attn: Purchasing Department 130 Peachtree Street,S.W. Suite 1168 Atlanta GA 30303-3459	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
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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 James O. Goodwin ASJ Investment Corp 101 South Dawson St, Ste C LaGrange GA 30241	CONTACT NAME: PHONE (A/C, No, Ext): (706) 416-4160 FAX (A/C, No): (706) 416-4162 E-MAIL ADDRESS: jgoodwin@twfg.com INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Acme Security Inc 1190 Winchester Pkwy Se Smyrna GA 30080	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	61UECHH5864	09/23/2021	09/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Fulton County Government Attn: Purchasing Department 130 Peachtree Street, S.W. Ste 1168 Atlanta GA 30303	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
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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

**Robert
Board of Commissioners**

CONTRACTOR:

ACME SECURITY, INC.

DocuSigned by:

Michael Hassebrock

8E52B592M403401
**Michael Hassebrock,
President/Owner**

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

**Tonya R. Grier
Clerk to the Commission**

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Denzel Stewart

2277A2CEE73E4E4...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

E45C6C5F47FB417...

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

ATTEST:

Jimmy H. [Signature]

**Secretary/
Assistant Secretary**

(Affix Corporate Seal)



ATTEST:

Cindy M. Davis

Notary Public

County: Cobb

Commission Expires: 5/24/2023

(Affix Notary Seal)



RECESS MEETING

ITEM#: 2021-0832 RCS: 10/20/2021