**BOARD OF EDUCATION OF BALTIMORE COUNTY**
**Towson, Maryland 21204**

# CONTRACT AGREEMENT FOR GOODS
## GDA-312-23-002
## Safety Shoes

1.0 This Agreement is made and entered into by and between the Board of Education of Baltimore County, Maryland on behalf of Baltimore County Public Schools (hereinafter the "Board" or "BCPS") and Saf-Gard Safety Shoe Co., 2701 Patterson St, Greensboro, NC 27407, (hereinafter the "Contractor"), which is duly authorized to do business in the State of Maryland. This Agreement is authorized by the Board on the 14th day of March, 2023 and shall become effective on the last signature date set forth below. In consideration of the mutual premises contained herein, the parties agree as follows:

2.0 Incorporation of Bid Documents

2.1 The terms and conditions set forth in the solicitation documents for "Safety Shoes", (GDA-312-23), which was issued on December 15, 2022 and opened on January 24, 2023, including any Addenda thereto, the bid of the Contractor, and any Purchase Order(s) subsequently issued (collectively, the "Solicitation Documents") are incorporated in this agreement.

2.2 As stipulated within the herein referenced solicitation, Contractor shall provide safety shoes for BCPS and Howard County Government on an as-needed basis.

3.0 Order of Precedence

In the event of conflict between this Agreement and the Solicitation Documents, the terms of this Agreement shall govern. If the conflict cannot be resolved by reference to the substantive terms of this Agreement, the parties intend that the following order of precedence shall apply in interpreting their Agreement:

.1 This Agreement;
.2 The BCPS solicitation documents; then
.3 Any BCPS Purchase Order.

4.0 Responsibilities of the Contractor

For the purposes of this contract, the Contractor shall deliver all goods per the requirements set forth in the "Solicitation Documents."

5.0 Compensation

In consideration of the goods to be provided by the Contractor, BCPS shall pay the Contractor in accordance with the pricing set forth in the Contractor's "Price Proposal" response. The Contractor shall be paid only for items that are specifically named in

Exhibit A "Contractor's Price Proposal." No additional costs for items will be paid by the Board without prior written consent of the Board.

6.0 Term

6.1 The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect through March 31, 2028, subject to earlier termination as provided in this Agreement.

7.0 Billing and Payments

7.1 All invoices are to be submitted to:

Baltimore County Public Schools
Office of Accounting
6901 Charles Street, Building "E"
Towson, MD 21204
accountspayable@bcps.org

7.2 To expedite payment, you must follow these guidelines:

7.2.1 All invoices must contain a valid Baltimore County Public Schools' purchase order number and contract number.

7.2.2 Invoices shall be itemized and should fully describe the services provided.

7.2.3 After review and approval, the invoices shall be submitted to the Office of Accounting for payment.

8.0 Taxes

Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Contractor shall be responsible for paying such taxes when purchasing materials.

9.0 Contractor's Representations and Warranties

The Contractor hereby warrants and represents that the goods provided under this Agreement (1) shall be in accordance with all applicable laws, codes, ordinances and regulations; (2) are new and free from substantial defects in workmanship and materials; and (3) at the time of signing this agreement, Contractor neither knows or has reason to know of the existence of any outstanding title or claim of title hostile to the rights of BCPS in the goods. Breach of this warranty constitutes a material breach of the Agreement.

10.0 Delivery and Risk of Loss

The goods will be deemed received by BCPS when delivered to BCPS and the method of shipment to be used will be F.O.B. Destination.

11.0 Assignment

The Contractor shall not assign or transfer the Contractor's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

12.0 Delegation of Duties

The Contractor shall not delegate the Contractor's duties under this Agreement without prior written consent of the Board.

13.0 Integration

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

14.0 Fee Prohibition

The Contractor warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.

15.0 Nondiscrimination

The Contractor agrees that it shall not discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.

16.0 Background Investigation

16.1 All Contractor's employees working on BCPS property are required to be fingerprinted by the Maryland Criminal Justice Information System, or by an authorized private provider acceptable to BCPS (BCPS must give authorization in writing). The fingerprint-based background check must be **"for childcare."** The

cost will be borne by the award Contractor and all records sent directly to BCPS for final review and approval. BCPS reserves the right to reject the Contractor's employees based on information received from said background investigations. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

16.2 Contractor's employees who have unsupervised, uncontrolled or direct access to children or who are assigned duties in a school where unsupervised contact with children is likely are required to have a complete fingerprint-based background check at BCPS's direction, which could include fingerprinting conducted by its in-house fingerprint Contractor or at a site chosen by BCPS. The cost will be borne by the award Contractor and all records will remain in the custody of BCPS. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

17.0 Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students

17.1 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, "[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding $5,000 or both." If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the *Annotated Code of Maryland*, is employed by the Contractor, the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in immediate Termination for Cause.

17.2 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Contractor and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

18.0 Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the

aggregate $200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached $200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

19.0 Political Contribution Disclosure

The Contractor shall comply with the provisions of the Election Law Article §§14-104 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate $200,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $500 to a candidate for elective office in any primary or general election, as required by §14-104.

20.0 Retention of Records

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by BCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of BCPS or designed, at all reasonable times.

21.0 Compliance with Specifications

21.1 The Contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

21.2 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

21.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Contractor shall call the attention of the applicable BCPS designee(s) to such conflict for a decision before proceeding with any work.

22.0 Liability for Loss of Data

In the event of loss of any data or record necessary for the performance of this Agreement where such loss is due to gross negligence of the Contractor, the Contractor shall be responsible, irrespective of the cost to the Contractor, for the re-creation of such lost data or records. BCPS shall be the sole judge as to whether the lost records have been re-created accurately and completely.

23.0 Delays, Extensions of Time

23.1 The Contractor agrees to perform all work and provide all supplies or materials, in accordance with all the sections of this Agreement in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the contract. The Contractor acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is BCPS. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Contractor before the extension and/or change takes place and approved in writing by BCPS.

23.2 Delays by the Contractor causing the completion of Projects to extend past the Commencement Date will not change the Commencement Date for Performance guarantee purposes.

24.0 Annulments and Reservations

24.1 BCPS may conduct any necessary investigation to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the BCPS all such information and data requested. BCPS reserves the right to reject any contract if the evidence submitted by the Contractor or investigation of such Contractor fails to satisfy BCPS that such Contractor is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements.

24.2 BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS work that is inferior to that required by the Contractor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Contractor.

24.2.1 Should the Contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserve the right to purchase these in the open market, or to complete the required work and receive liquidated damages as specified in this document.

24.2.2 Should the Contractor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserve the right to withdraw these from the operation of this contract without incurring further liabilities.

24.3 BCPS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Contractor's goods. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments or monies during the course of the contract. The allocation of funds is at the discretion of BCPS.

25.0 Termination

25.1 Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Contractor. BCPS shall pay for all of the purchases, if any incurred up to the date of the termination notice.

25.2 Termination for Default: When the Contractor has not performed or has in the sole opinion of the Board unsatisfactorily performed the contract, payment shall be withheld at the discretion of BCPS. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to any costs incurred by Contractor up to the date of termination.

25.3 Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the Contractor. BCPS shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. The Contractor agrees that the Contractor does not have a right to termination for convenience.

26.0 Independent Contractor

The Contractor shall be considered an independent Contractor and not an employee of the Board. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes as an independent Contractor, including without limitation, FICA and state and federal unemployment taxes. As the Contractor shall not be deemed a Board employee, it is understood and acknowledged that the Contractor shall not be entitled to Board employee benefits, including but not limited to, retirement and health insurance, and the Contractor expressly disclaims any right or entitlement thereto. If the Contractor is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

27.0 Insurance

27.1 In the event the Contractor, as part of the award is responsible for installation and/or product demonstration, the Contractor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the Contractor and are under their control and direction. The Contractor shall maintain Worker's Compensation in the statutory amount in

accordance with the laws of the state in which the work of this contract is to be performed.

27.2 The Contractor shall also maintain Employer's Liability Insurance with a limit of at least $100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.

27.3 Prior to the commencement of any work, or at any time during the term of this Agreement, the Contractor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the Contractor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the Contractor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.

27.4 All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Chesapeake Employers' Insurance Company.

28.0 Indemnification

The Contractor will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract.

29.0 Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed to have been given when: it has been placed in the hands of the addressee, or it has been placed in the U.S. Mail, postage prepaid, certified and return receipt requested.

To the Board:
Director, Office of Purchasing
Baltimore County Public Schools
6901 Charles Street, Building E
Towson, MD 21204

To the Contractor:
Saf-Gard Safety Shoe Co.
Wendy R. Laubach, Corporate Director
2701 Patterson St.
Greensboro, NC 27407
wlaubach@safgard.com

30.0 Governing Law and Venue

This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate state court located in Baltimore County, Maryland.

31.0 Waiver of Jury Trial

The Contractor and Board hereby waive trial by jury in any action or proceeding to which the Board and/or the Contractor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the Board and the Contractor and the Board and the Contractor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Board and the Contractor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

32.0 Confidential Information/Proprietary Rights

The term "confidential information" shall include all non-public documentation and information disclosed to the Contractor in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Contractor hereby agrees to maintain all such confidential information in trust and confidence and agrees not to disclose such information to any person, firm, corporation, or entity during or after the term of this Agreement. The Contractor further agrees that all work product generated as a result of this Agreement shall be the sole and exclusive property of the Board.

33.0 Drug, Tobacco, and Alcohol

All BCPS properties are "drug, tobacco, and alcohol free zones" as designated by local and state laws. Neither the Contractor nor any of his employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol product on school property. Use or possession of such items on school properties will result in immediate termination of the contract. Upon termination of the contract, the Contractor will be paid for all services performed to date but will not be paid for any lost profit or anticipated profits due to termination of the contract. The Contractor will also be removed from all bids with BCPS for a period of time not to exceed two years and BCPS will provide an "unsatisfactory" reference when inquiries are made.

34.0 Conflict of Interest, Lobbying, and Ethics Review Panel

34.1 Conflict of Interest. The Contractor represents and warrants that there exists no actual or potential conflict of interest between the Contractor's performance under

this Agreement and the Contractor's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Contractor shall immediately advise the Board thereof.

34.2 In accordance with §5-815 through §5-820 of the General Provisions Article of the *Annotated Code of Maryland*, the Board of Education of Baltimore County has promulgated Ethics Policies which cover conflict of interest, financial disclosure and lobbying. All Contractors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.

34.3 All Contractors should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.

34.4 All Contractors are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

35.0 Multi-Agency Participation

35.1 BCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

35.2 Each participating jurisdiction or agency shall enter into its own contract with the Award Contractor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Contractor. BCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

36.0 Non-hiring of Employees by Contractor or BCPS

36.1 No employee of the BCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the BCPS or any unit thereof.

36.2 No employee of the Contractor or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Contractor or any unit thereof.

37.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

37.1 Contractor certifies, by the signing of this contract, that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency.

37.2 Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this contract as Exhibit B.

38.0 Severability

Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

Signatures on Next Page

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date set forth below.

Accepted by:

**Saf-Gard Safety Shoe Co.**

Wendy R Laubach

Signature

Witness

WENDY R LAUBACH - CORPORATE DIRECTOR

Name/Title

4/4/23

Date

Accepted by:

**BOARD OF EDUCATION OF BALTIMORE COUNTY**

Jane E Lichter 4-28-23

Jane E. Lichter Date
Chair
Board of Education of Baltimore County

Darryl L. Williams 4-28-23

Darryl L. Williams, Ed.D. Date
Superintendent
Baltimore County Public Schools

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized
Superintendent and Chair of the Board
of Education of Baltimore County)

OFFICE OF LAW
*Approval of Legal Form and Sufficiency
Does not Convey Approval or Disapproval
Of the Substantive Nature of this Transaction.
Approval is Based Upon Typeset Document-
All Modifications Require Re-Approval.

Exhibit A

SOLICITATION NUMBER: GDA-312-23

PRICE PROPOSAL PAGE

| Item | Brand / Product Line | Vendor Quotation "% off list price" | |
|---|---|---|---|
| 1 | Bates | 20.00% * | |
| 2 | Carolina | 22.50% ^ | Manufacturer states that they do not have MSRP |
| 3 | Carhartt Boots | 10.00% * | |
| 4 | Dr. Martens | 20.00% * | |
| 5 | Georgia Boot | 16.00% * | |
| 6 | Hytest | 22.50% * | |
| 7 | Irish Setter Work | NO BID | |
| 8 | Keen Utility | 13.75% * | |
| 9 | Lehigh Safety Shoes | NO BID | |
| 10 | Red Wing Brand | NO BID | |
| 11 | Reebok | 22.50% * | |
| 12 | Rocky | 16.00% * | |
| 13 | Skechers WORK footwear | 22.50% ^ | Manufacturer states that they do not have MSRP |
| 14 | SR Max | 22.50% ^ Brand is owned by Saf-Gard; SR Max MSRP = Saf-Gard MSRP | |
| 15 | Thorogood | 20.75% * | Is the same as Weinbrenner from Saf-Gard's perspective |
| 16 | Timberland Pro | 17.50% * | |
| 17 | Weinbrenner | 20.75% * | Is the same as Thorogood from Saf-Gard's perspective |
| 18 | Wolverine | 20.00% * | |
| 19 | WORX | NO BID | |
| 20 | All Other Brands Within Vendor Catalog | 22.50% ^ | |
| 21 | Accessories purchased by employee | 22.50% ^ | |

Further details regarding our products can be found on our website (www.safgard.com) or an online catalog can be downloaded from: https://spaces.hightail.com/receive/zgSGhGqfts.

Prices will be reviewed & adjusted annually, but the discount percentages will remain as stated above.

(Signature of Bidder) 1/23/2023 (Date)



* = Discount is off of published brand's Suggested Retail Price List
^ = Discount is off of Saf-Gard's Suggested Retail Price List

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2023

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

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**
AssuredPartners of NC, LLC
1007 Battleground Avenue
Suite 103
Greensboro NC 27408

CONTACT NAME: Sarah Alexander
PHONE (A/C, No, Ext): (336) 375-0600 FAX (A/C, No): (336) 375-7004
E-MAIL ADDRESS: Sarah.Alexander@assuredpartners.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | The Travelers Indemnity Co. of Conn. | 25682 |
| INSURER B : | Travelers Property Casualty Ins. Co. of America | 25674 |
| INSURER C : | Travelers Casualty Insurance Company of America | 19046 |
| INSURER D : | Travelers C&S Company of America | 31194 |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**
Saf-Gard Safety Shoe Co., Inc. & SR Max, LLC
2701 Patterson Street
Greensboro NC 27407

**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 | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC<br>OTHER: | Y | | 630-7N841579 | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | 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 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 810-7N733612 | 07/01/2022 | 07/01/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | | | CUP-7N843930 | 07/26/2022 | 07/26/2023 | EACH OCCURRENCE | $ 10,000,000 |
| | | | | | | | AGGREGATE | $ 10,000,000 |
| | | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | UB-7N735771 | 07/01/2022 | 07/01/2023 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| D | Cyber Liability | | | 106540749 | 07/01/2022 | 07/01/2023 | Aggregate | 5,000,000 |
| | | | | | | | Retention | 25,000 |

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

Contract #GDA-312-23
Board of Education of Baltimore County are Additional Insureds on the General Liability policy if required by written contract, agreement or permits only as respects to operations of the Named Insured.

**CERTIFICATE HOLDER**

Baltimore County Public Schools
6901 Charles Street, Bldg E
Towson MD 21204

**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

Sarah Alexander

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