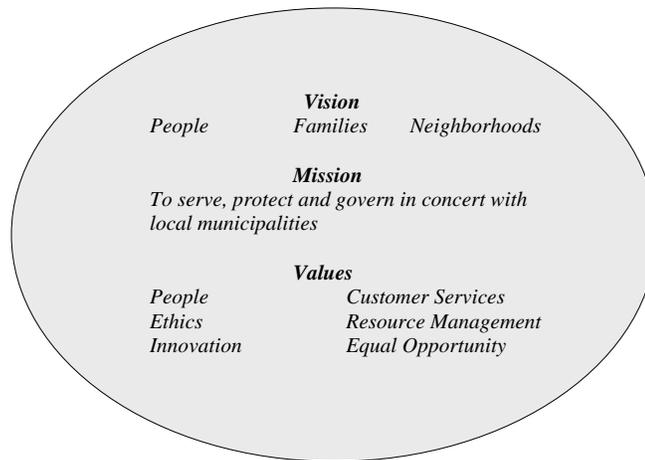




FULTON COUNTY



INVITATION TO BID: [11ITB76346YB-TR](#)

KOMOZI WOODARD/AMIRI BARAKA COLLECTION DIGITIZATION

For

ATLANTA - FULTON PUBLIC LIBRARY

BID DUE DATE AND TIME: [Tuesday, January 25, 2011 @ 11:00 A.M.](#)

BID ISSUANCE DATE: [Monday, December 27, 2010](#)

ADDENDA AND INTERPRETATIONS: [Tuesday, January 18, 2011 @ 2:00 P.M.](#)

PURCHASING CONTACT: [Terrence Reese at \(404\) 612-4215](#)

E-MAIL: terrence.reese@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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**INVITATION TO BID
KOMOZI WOODARD - AMIRI BARAKA COLLECTION DIGITIZATION
FULTON COUNTY GOVERNMENT**

SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government (“County”) invites sealed bids for **11ITB76346YB-TR, Komozi Woodard/Amiri Baraka Collection Digitization.**

1. GENERAL INFORMATION

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.co.fulton.ga.us> under “[Bid Opportunities](#)”.
- b. **The Bid package consists of the following scope of work:** *To digitize the KOMOZI WOODARD/AMIRI BARAKA COLLECTION in accordance to Atlanta-Fulton Public Library Specification and provide one free digitized copy of the collection to the library.* The detailed scope of work and technical specifications are outlined in Section 7 of this bid document.
- c. The term “[Bid Documents](#)” denotes all contract documents, notices, instructions and letters issued by the County’s Purchasing Director in connection with this procurement.
- d. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting **Terrence Reese, APA** at **(404) 612-4215** or e-mail terrence.reese@fultoncountyga.gov. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Purchasing Department

Attn: **Terrence Reese, APA**

130 Peachtree Street, S.W. Suite 1168

Atlanta, GA 30303

Phone: **(404) 612-4201**

Fax: **(404) 893-1744**

Reference Bid #: **11ITB76346YB-TR**

2. PRE-BID CONFERENCE (There will be no pre-bid conference for this project.)

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3. SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "[Subcontracting Bid Opportunities](#)".

4. SITE VISIT: (There will be no site visit for this project.)

5. PREPARATION AND SUBMISSION OF BIDS

Bid forms must be filed in accordance with the following instructions:

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed or hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:
1. Bidder's Name/Company Name and Address.
 2. Bids shall be addressed to:

*Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303-3459*

RE: Komozi Woodard/Amiri Baraka Collection Digitization

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6. **BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
7. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to **Terrence Reese, APA** no later than 2:00 PM, **Tuesday, January 18, 2011**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

8. **REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:
1. Bid Form
 2. Bid Schedule (*if applicable*)
 3. Certification of Acceptance of Bid/Proposal Requirements
 4. Corporate or Partnership Certificate
 5. Non-Collusion Affidavit of Prime Bidder
 6. Non-Collusion Affidavit of Subcontractor
 7. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

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Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

9. TERM OF CONTRACT:

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

10. MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

The "**Commencement Term**" of this Agreement shall begin on the date of execution of the Agreement in the year 2011, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2011. 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, 2012 and shall end no later than the 31st day of December, 2012. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2013 and shall end no later than the 31st day of December, 2013. 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.

11. NO CONTACT PROVISION

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

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- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is **"Non-Responsive"** and same shall not be considered for award.
- 12. RIGHT TO REJECT BIDS:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
- 13. APPLICABLE LAWS:** All applicable laws and regulations of the [State of Georgia](#) and ordinances and regulations of [Fulton County](#) shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
- 14. EXAMINATION OF CONTRACT DOCUMENTS:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

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15. **INSURANCE AND RISK MANAGEMENT PROVISIONS:** Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in Section 6 of this bid document. The bidder is required to sign the document and include it with its bid submission.
16. **WAGE CLAUSE:** Pursuant to [Fulton County Code section 102-391](#), Each Contractor shall agree that in the performance of the Contract he 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.
18. **BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
19. **DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
 - 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d) Has adequate personnel and equipment to do the work expeditiously.
 - e) Has suitable financial means to meet obligations incidental to the work.
 - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

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- 20. NOTICE OF AWARD OF CONTRACT:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the User Department unless earlier terminated pursuant to the termination provisions of the contract.

- 21. BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

- 22. EXECUTION OF CONTRACT DOCUMENTS:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney

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for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

23. **JOINT VENTURE:** Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.
24. **CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT:** Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

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25. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton Code section 102-357, the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.

Construction contracts are exempt from the requirements of this section.

26. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to:

<https://e-verify.uscis.gov/enroll>

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

27. PROFESSIONAL LICENSES (NON-APPLICABLE)

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

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Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C: Georgia Professional License Certification in Section 00420, Purchasing Forms & Instructions. Failure to provide the required license may deem your bid non-responsive.

28. Bid General Requirements

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

- A. The Bid sheets included in this Invitation to Bid ("**Bid**") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
- B. All signatures must be executed by person(s) having contracting authority for the Bidder.
- C. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
- D. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
- E. The original and the required number of copies of the Bid must be returned to:
*Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303*

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Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County **“No Contact Provision”** policy outlined in S35 and in Section 00020, Invitation to Bid.

- F. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor’s costs by reason of any tax exemption based upon Fulton County’s status as a tax-exempt entity.
- G. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
- H. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
- I. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County’s cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor’s Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
- J. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.

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- K. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
- L. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
- M. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
- N. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
- O. Unless clearly shown as **"No Substitute"** or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed **"Alternate"**. Fulton County is the sole judge of **"Exact Equivalent"** or **"Alternate"**. The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.

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- P. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
- Q. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
- R. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
- S. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
- T. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
- U. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.

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- V. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon delivery of item(s).

- W. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

- X. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.

- Y. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.

- Z. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.

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- AA. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.
- BB. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
- CC. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “**Responsible**” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
- DD. 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 withdrawn as follows:
 - a. Competitive sealed Bids (“**Bid**”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
- EE. In the evaluation of the Bids, any award will be subject to the Bid being:
 - a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - b. Lowest cost to the County over projected useful life.
 - c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

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- FF. All proposals and Bids submitted to Fulton County are subject to the Georgia “**Open Records Act**”, Official Code of Georgia, Annotated (**O.C.G.A.) §50-18-70** et seq.
- GG. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, **O.C.G.A. §43-14-8.2(h)**. The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
- HH. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
- II. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the

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submitted Bid or proposal of the person, firm, or entity in violation is **“Non-Responsive”**, and same shall not be considered for award.

- JJ. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being **“Non-Responsive”**.
- KK. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being **“Non-Responsive”**.

END OF SECTION

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The following submittals shall be completed and submitted with each bid (see table below “Required Bid Submittal Check List.”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original bid, signed and dated and five (5) **complete** copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (✓)
1	Bid Form – submittal shall show amounts for both Base Bid and Alternate and shall be signed and sealed by the bidder. All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.	
2	Acknowledgement of each Addendum	
3	Bid Bond (separate envelope if Public Works Construction project)	
4	Purchasing Forms Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Georgia Professional Licenses Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H - Georgia Security and Immigration Subcontractor Affidavit	
5	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
6	Risk Management Insurance Provisions Form	
7	<u>Any additional requirements that the User Department would like to include should be added to this check list.</u>	

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SECTION 2 BID FORM

KOMOZI WOODARD/AMIRI BARAKA COLLECTION DIGITIZATION

Submitted _____, 2011

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 Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the 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 (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

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The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on or before a date to be specified in the written 'Notice to Proceed' from the County and to fully complete the project within the time limits identified in the owner-contractor agreement.

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.

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

ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____

[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Bidder's Contractor License No: _____

[State/County]

License Expiration Date: _____

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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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

SECTION 3

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid Requirements
- Form C: Georgia Professional License Certification **(if applicable)**
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

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FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2011

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

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NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

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**FORM B: CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID
REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(s) ____ To ____, And/Or Appendices ____ To ____, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

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FORM C: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional 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: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

Authority to suspend:

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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Under penalty of perjury, I declare that I have examined this certification 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 _____ day of _____, 2011

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

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FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (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

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

2. Have you or any member of your firm or team to be assigned to this engagement 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 ever been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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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 _____ day of _____, 2011

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 2011

(Notary Public) (Seal)

Commission Expires: _____
(Date)

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**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT AND AGREEMENT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2011

Notary Public: _____

County: _____

Commission Expires: _____

11ITB76346YB-TR, KOMOZI WOODARD/AMIRI BARAKA COLLECTION DIGITIZATION

NOTE:

*** AS OF THE EFFECTIVE DATE OF O.C.G.A. 13-10-91, THE APPLICABLE FEDERAL WORK AUTHORIZATION PROGRAM IS THE “EEV/BASIC PILOT PROGRAM” OPERATED BY THE U.S. CITIZENSHIP AND IMMIGRATION SERVICES BUREAU OF THE U.S. DEPARTMENT OF HOMELAND SECURITY, IN CONJUNCTION WITH THE SOCIAL SECURITY ADMINISTRATION (SSA).**

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

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

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

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2011

Notary Public: _____

County: _____

Commission Expires: _____

11ITB76346YB-TR, KOMOZI WOODARD/AMIRI BARAKA COLLECTION DIGITIZATION

NOTE:

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SECTION 4 CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress

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payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the bid/proposal being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination
- **Exhibit B** - Employment Report
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan) –**
This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- **Exhibit H** – First Source Jobs Program Information, Form 2

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document **must** be completed as instructed if awarded the bid:

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report
- **Exhibit H** – First Source Jobs Program Agreement, Form 3

EXHIBIT A - PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/WE (_____),
Name

_____ Title _____ 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 Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

Signature: _____

Address: _____

Telephone Number: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

Category	Native Indian		African American		Asian American		Hispanic American		Caucasian American		Other	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

Firm's Name: _____

Address: _____

Telephone Number: _____

This completed form is for (Check one) _____ Bidder/Proposer ___ Subcontractor

Submitted by: _____ Date Completed: _____

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** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

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

Subcontractor Name: _____

Address: _____

Phone: _____

Contact Person: _____

Ethnic Group*: _____ County Certified** _____

Work to Be Performed: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Subcontractor Name: _____
Address: _____

Phone: _____
Contact Person: _____
Ethnic Group*: _____ County Certified** _____
Work To Be Performed: _____
Dollar Value of Work: \$ _____ Percentage Value: _____ %

Subcontractor Name: _____
Address: _____

Phone: _____
Contact Person: _____
Ethnic Group*: _____ County Certified** _____
Work To Be Performed: _____
Dollar Value of Work: \$ _____ Percentage Value: _____ %

Subcontractor Name: _____
Address: _____

Phone: _____
Contact Person: _____
Ethnic Group*: _____ County Certified** _____
Work To Be Performed: _____
Dollar Value of Work: \$ _____ Percentage Value: _____ %

Subcontractor Name: _____
Address: _____

Phone: _____
Contact Person: _____
Ethnic Group*: _____ County Certified** _____
Work To Be Performed: _____
Dollar Value of Work: \$ _____ Percentage Value: _____ %

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid 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 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 knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

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**EXHIBIT D - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ Hereby declares that it is my/our intent to
(Bidder)
Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County’s Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder’s decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County’s Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____
Signature: _____
Firm: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

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EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No.: _____

Project Name: _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

a) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

b) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

c) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

Name of Joint Venture (If Applicable): _____

Office Address: _____

Principal Office: _____

Office Phone: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u> <u>Operation</u>	<u>Race</u>	<u>Sex</u>	<u>Financial</u> <u>Supervision</u> <u>Decisions</u>	<u>Field</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

We do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that we are authorized, on behalf of the above firms, to make this affidavit and grant the above privilege.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

Date: _____

(Company)

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 2011, before me, appeared _____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

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EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____

TOTAL AMOUNT REQUISITION TO DATE: \$ _____

TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)

(Printed Name)

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Should you have questions regarding any of the documents contained in Section 4, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

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FULTON COUNTY

First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3
END OF SECTION #: 4

SECTION 5 INSURANCE AND RISK MANAGEMENT PROVISIONS

This section should contain the appropriate insurance information, forms and requirements for this project. [Click here](#) to insert the appropriate insurance form following this cover page.

**Insurance and Risk Management Provisions
Goods and Ancillary Services**

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. 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 and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be received by Fulton County Government prior to the start of any activities/services as described in the bid. 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.

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 and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance by Accident	- Each Accident	\$1,000,000
Employer’s Liability Insurance by Disease	- Policy Limit	\$1,000,000
Employer’s Liability Insurance by Disease	- Each Employee	\$1,000,000

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
Products\Completed Operation Aggregate Limit	-		\$1,000,000
Personal and Advertising Injury Limits		-	\$1,000,000
Fire Damage	Limits	-	\$100,000

- 3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles)

- 4. **UMBRELLA LIABILITY**
(In excess of above noted coverage's) Each Occurrence - \$5,000,000

- 5. **FIDELITY BOND AND CRIME**
(Employee Dishonesty) (Theft) Each Occurrence - \$ 100,000
Above to include 3rd Party Coverage

Certificates:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will 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.

Such certificates should be sent to Fulton County Government and must identify the "**Certificate Holder**" as follows:

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

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Important:

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

Contractor 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.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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Contractor/Vendor's obligation to protect, defend, 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/Vendor further agrees to protect, defend, 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/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

Fulton County acknowledges that all provisions of this indemnity agreement may not be applicable to the contractor/vendor's business. To the extent that contractor/vendor may demonstrate such no applicability, Fulton County may negotiate amendments to this agreement as the circumstances dictate.

Contractor/vendor acknowledges having read, understanding, and agreeing to comply with this indemnification and hold harmless agreement, and the representative of the contractor/vendor identified below is authorized to sign contracts on behalf of the responding contractor/vendor.

Company: _____ Signature: _____
Name: _____ Title: _____ Date: _____

SECTION 6 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Scope of Work:

This collection of Amiri Baraka materials was made available by Dr. Komozi Woodard. The collection consists of rare works of poetry, organizational records, print publications, over one hundred articles, poems, plays, and speeches by Baraka, a small amount of personal correspondence, and oral histories. The collection has been arranged into eighteen series. These series are as follows:

- (1) Black Arts Movement;
- (2) Black Nationalism;
- (3) Correspondence;
- (4) Newark (New Jersey);
- (5) Congress of African People;
- (6) National Black Conferences and National Black Assembly;
- (7) Black Women's United Front;
- (8) Student Organization for Black Unity;
- (9) African Liberation Support Committee;
- (10) Revolutionary Communist League;
- (11) African Socialism;
- (12) Black Marxists;
- (13) National Black United Front;
- (14) Miscellaneous Materials, 1978-1988;
- (15) Serial Publications;
- (16) Oral Histories;
- (17) Woodard's Office Files; and

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(18) Audio Visual. Dr. Woodard collected these documents during his career as an activist in Newark, New Jersey.

Series I: Black Arts Movement, 1961-1998

This series includes both rare and popular materials from Baraka's years as a leader of the Harlem-based Black Arts movement. Two articles by Baraka's associate Larry Neal, one discussing Baraka's literary career and the other discussing the importance of culture in the black liberation struggle, serve as an introduction to this series. Several issues of the periodical Black Theatre include poems by Baraka; articles by Neal, Maulana Ron Karenga, and Ed Bullins; and plays by Sonia Sanchez, Marvin X, Herbert Stokes, and Baraka (LeRoi Jones). Other literary material can be found in two issues of The Cricket, a magazine edited by Baraka and Neal. This series also includes works of poetry by Baraka, Nikki Giovanni, Mae Jackson, Sylvia Jones, Jewel C. Latimore, Don L. Lee, Sonia Sanchez, and Marvin X. The Black Arts movement series documents the wellspring of artistic accomplishment among African Americans as well as a profound political consciousness and militancy among the artists.

Box	Folder	
1	1	Black Arts: - by Le Roi Jones, 1961-1965
	2	Black Theater, 1961-1965
	3	Black Theatre: published by the New Lafayette Theater, 1969-1970
	4	TDR The Drama Review published by New York University, n.d.
	5	The Cricket, Black Music In Evolution, 1968, 1969
	6	Black Arts Repertory Theatre/School, Harlem, 1965-1966, 1998
	7	Poetry: Afro Arts: Anthology of Our Black Selves, 1966
	8	Imamu Amiri Baraka, "A Black Value System," 1969
	9	Poetry: Imamu Amiri Baraka, Hard Facts, 1973-1975
	10	Poetry: Imamu Amiri Baraka, It's Nation Time, 1970

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11	Poetry: Imamu Amiri Baraka, Spirit Reach, 1972
12	Poetry: Amiri Baraka, The Writer and Social Responsibility, 1981-1985
13	Poetry: Nikki Giovanni, Black Judgement, 1968
14	Poetry: Mae Jackson, Can I Poet With You, 1969
15	Poetry: Sylvia Jones, Songs for the Masses, 1978
16	Poetry: Jewel C. Latimore, Images in Black, 1967, 1969
17	Poetry: Don L. Lee, Black Words That Say: Don't Cry, Scream, 1969
18	Poetry: Sonia Sanchez, We a BaddDDD People, 1970
19	Poetry: Marvin X, Fly to Allah: Poems, 1969; The Son of Man: Proverbs, 1969
20	Poetry: Abiodun Oyewole, Rooted in Soil, 1983, 1978

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Series II: Black Nationalism,, 1964-1977

This series consists of several important theoretical writings on Black Nationalism and suggests the important influence of Maulana Ron Karenga on Baraka's development. Baraka's article "A Black Value System" explains the seven guiding principles of Maulana Ron Karenga and the US Organization. These principles are also defined in two articles by Karenga: "7 Principles of US Maulana Karenga and the Need for a Black Value System" and "Kitabu: Beginning Concepts in Kawaida." This series concludes with a pamphlet by Muhammad Ahmad that discusses many aspects of Black Nationalism including the roles of youth and women and the importance of literature and art.

Box	Folder	
2	1	Baraka, "A Black value System", 1969
	2	The Quotable Karenga, 1967
	3	Karenga, "7 Principles of US Maulana Karenga and the Need for a Black Value System,", 1969
	4	"Kitabu: Beginning Concepts in Kawaida,", 1971
	5	African Free School Coloring Book, Reflections of the Sun., 1972
	6	Black Power Speeches, 1964-1968
	7	Muhammad Ahmad, "Basic Tenets of Revolutionary Black Nationalism,", 1977

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Series III: Correspondence, 1967-1973

This brief series includes a small amount of Baraka's personal correspondence. There are letters from Baraka to Maulana Ron Karenga and Kenneth Gibson and letters to Baraka from Mfanasekaya P. Gqobose, Paul Bomani, and Walter Rodney. The correspondence indicates Baraka's interest in cultural nationalism and some of his efforts to establish ties between Africans and African Americans.

Box

Folder

Series IV: Newark (New Jersey), 1913-1980

This series documents Baraka's role in his hometown of Newark, New Jersey, during the riot of 1967 and his subsequent activism in Newark. In Newark, Baraka founded a number of community-based initiatives in attempts to deal with wretched housing conditions, failing schools, and obstructions to economic opportunities. The majority of the documentation in this series pertains to Baraka's efforts to turn the city into a NewArk, particularly via the Kawaida Towers apartment building project and the related NJR-32 urban renewal project. There are also several folders of newspaper clippings on Newark politics, including the 1970 mayoral election and the victory of Kenneth Gibson, and the riot in Newark's Puerto Rican community in 1974. Researchers should note that Baraka's activism in Newark is also covered in issues of Black NewArk and Unity and Struggle.

Box	Folder	
3	2	Newark, Background Information, General., 1975
	3	Newark, Background Information, Politics.
	4	Newark Riot, 1967
	5	Newark, Black Power Conference, 1967
	6	Committee for Unified Newark (CFUN), n.d.
	7	Committee for Unified Newark, Kawaida Concepts, 1971, n.d.
	8	Critique of "Super Fly,"., [1972]
	9	Newark, Master Plans, 1913, 1964
	10	Kawaida Towers, 1973
	11	Kawaida Towers Inquiry Packet Major, 1972-1974
	12	Kawaida Towers, 1972-1974
	13	Kawaida Towers, Major Topic: Construction., 1973
	14	Kawaida Towers: New Jersey Housing Finance Agency, 1974-1975
	15	Kawaida Towers: New Jersey Housing Finance Agency evaluation

16	of Kawaida Towers, 1975-1976 Newark, Newspaper Clippings- Politics LeRoi Jones; Martin Luther King Jr.; Anthony Imperiale; North Ward Citizens Committee; Kenneth Gibson., 1968
17	Newark, Newspaper Clippings-: Politics; Kenneth Gibson; Hugh J. Addonizio, 1969-1970
18	Newark, Newspaper Clippings, - 1970 mayoral election, 1970
19	Newark, Newspaper Clippings, 1972
19	Major Topics: Population characteristics; New Jersey redistricting plan; politics; Peter W. Rodino
20	Newark, Newspaper Clippings - Puerto Rican Riot, 1974
21	Newark, Puerto Rican Riot, 1974
22	Project Area Committee (PAC) (NJR-32), 1972
23	Project Area Committee (PAC) (NJR-32), Hekalu Mwalimu Major Topic: Urban renewal project., 1973
24	Project Area Committee (PAC) (NJR-32), Major Topics: Urban renewal project;, 1974-1975
25	Newark, Kawaida Towers, Project Area Committee (PAC) Stationery, n.d.
26	Newark, Newspaper Clippings, 1979, n.d.
26	Major Topics: Kenneth Gibson; John F. Cryan; Harry Lerner.
27	Newark, Newspaper Clippings, (1980's), 1980

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Series V: Congress of African People, 1960-1976

In 1970 Baraka founded the Congress of African People (CAP) in order to advance his own vision of African cultural nationalism. This vision was particularly influenced by African leaders such as Julius Nyerere, Amilcar Cabral, and Ahmed Sékou Touré and by the African American cultural nationalist Maulana Ron Karenga. This series contains a wealth of CAP documents and pamphlets, most written by Baraka, ranging from detailed policy and philosophical thoughts to statements at CAP political events and meetings. CAP's campaign against police brutality, the Boston school integration impasse, the Sixth Pan-African Congress, and the role of women in the black freedom struggle are some of the topics covered in this series. In the mid-i 970s Baraka transformed CAP into a more purely Marxist organization. This created conflict in CAP between the Marxists and the cultural nationalists and eventually caused the demise of GAP. Other material pertaining to CAP can be found in issues of Unity and Struggle, the official newspaper of CAP.

Box	Folder	
4	1	Congress of African People, Stationery, n.d.
	2	Congress of African People, Chronology, 1960-1976
	3	Congress of African People, Unity and Struggle Distribution List, 1975
	4	FBI Report on Baraka regarding Congress of African People, 1970
	4	Principal Correspondent: J. Edgar Hoover.
	5	Congress of African People, Politician Liberation Council, Organizing Manual, 1971
	6	Congress of African People, Organizing Manual, 1972
	7	Congress of African People, 1972
	7	Major Topics: Ideology
	8	Congress of African People - Minutes of April 5 meeting; speech of economic development in Africa by Julius K. Nyerere at Sudanese Socialist Union Headquarters, 1973

- 9 Congress of African People, Major Topics: Celebration of Leo Baraka; Afrikan Women's Conference; report on central council meeting, 1974 (1)
- 10 Congress of African People, Major Topics: Baraka, "Revolutionary Party: Revolutionary Ideology", 1974(2)
- 11 Congress of African People, Baraka, "Crisis in Boston: A Black Revolutionary Analysis of the Ruling Class Conspiracy to Agitate Racial Violence Around Busing in Boston, 1974
- 12 Congress of African People, Internal Divisions., 1974-1975
- 13 Congress of African People, February-April 1975
- 14 Congress of African People., July-December 1975
- 15 Congress of African People, 1975
- 16 Congress of African People, "Stop Killer Cops: Struggle Against Police Brutality,", 1975
- 17 Congress of African People, Housing in Newark, 1975
- 18 Congress of African People, Major Topic: Baraka report on May Day forum, 1976
- 19 Congress of African People, Cultural Nationalism and Value System, thirtieth anniversary of US Organization, n.d.
- 20 Congress of African People, Cultural Nationalism, Kawaida, n.d.
- 21 Congress of African People, Procedures for conducting a black political conference;, n.d.
- 22 Congress of African People, Publications, 1973-1974, n.d.

Series VI: National Black Conferences and National Black Assembly, 1968-1975

In addition to his lifelong commitment to community-based political activism, Baraka also played a leading role in national Black Power organizations. The National Black Conference Movement began in 1966 and Baraka became involved starting with a convention in Newark in 1967. In 1972, Baraka, along with Gary, Indiana, Mayor Richard Hatcher and Michigan congressman Charles C. Diggs Jr., convened the National Black Political Convention in Gary, Indiana, arguably the high point of the black freedom movement in the 1960s and 1970s. During that convention, the delegates adopted the National Black Political Agenda, also known as the Gary declaration, a statement that was a major step toward creating an independent black political party. The Gary declaration covered seven major areas: economic, human development, communications, rural development, environmental protection, political empowerment, and international policy. This series includes a copy of the Gary declaration. The National Black Political Assembly, typically referred to simply as the National Black Assembly (NBA), also formed at the Gary convention. This series contains several Baraka writings pertaining to the NBA, and there is a brief file on some of the ideological conflicts between socialists, communists, and black nationalists that began to divide the NBA by the mid-1970s.

Box	Folder	
5	1	National Conference on Black Power, Philadelphia, 1968
	2	National Black Assembly, Planning Documents, 1971
	3	National Black Assembly, National Black Political Convention Political Agenda;, 1972
	4	National Black Assembly, Baraka Writings, 1972
	5	National Black Assembly, Newspaper Clippings from Amsterdam News, 1972
	6	National Black Assembly, National Black Political Convention, Newspaper Clippings, 1972

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7	National Black Assembly, Richard G. Hatcher, 1972, 1975
8	Pan African Congress, 1974
9	National Black Assembly, Ideological Divisions,., 1975
10	National Black Assembly, 1971-1974
11	Assembly and the Black Liberation Movement.", n.d.
12	National Black Assembly, African Liberation Day, Newspaper Clippings, 1972
13	National Black Assembly, Housing Memorandum, n.d.

Series VII: Black Women's United Front, 1975-1976

Amina Baraka (Sylvia Jones), the wife of Amiri Baraka, founded the Black Women's United Front (BWUF) in 1974. The goal of the BWUF was to develop an independent political agenda for African American women. This series contains newspaper clippings from *Unity* and *Struggle* pertaining to the BWUF, an article by Amiri Baraka analyzing meetings of the BWUF and NBA, and two position papers on the role of women in the black freedom struggle. Other articles on the role of women and writings by Amina Baraka can be found in other parts of this collection, particularly in issues of *Black NewArk*, where she had a regular column. Consult the subject index of this user guide for these related documents.

Box	Folder	
5	15	Black Women's United Front, 1976
	16	Black Women's United Front, n.d.

Series VIII: Student Organization for Black Unity, 1971

The Student Organization for Black Unity (SOBU) formed in May 1969 at a meeting at North Carolina A & T in Greensboro. SOBU held its first national convention in October 1969 at North Carolina Central University in Durham. This series begins with a brief background history of SOBU followed by a summary of its programs and a list of the organization's major officers. These included Nelson N. Johnson, Tim Thomas, Milton Coleman, John McClendon, Mark Smith, Alvin Evans, Victor Bond, and Jerry Walker. This document is followed by one issue of SOBU's newsletter. The newsletter clearly shows SOBU's Pan-African focus, covering topics such as African Solidarity Day, South Africa, the Pan-Africanism of Malcolm X, and a report on the United Nations. In August 1972, SOBU changed its name to Youth Organization for Black Unity (YOBU). Other material on SOBU/YOBU can be found in issues of The African World, the organization's official newspaper.

Box	Folder	
5	17	Student Organization for Black Unity, Background, n.d.
	18	Student Organization for Black Unity, Newsletter, 1971

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Series IX: African Liberation Support Committee, 1973-1976

In 1971, Owusu Sadaukai (Howard Fuller) traveled to Africa where he observed the anti-colonial movements in Mozambique, Guinea-Bissau, and Angola. Upon his return to the United States, Sadaukai began to make plans for an African Liberation Day (ALD) demonstration that was designed to show worldwide support for the African liberation struggles. Amidst the planning for the first ALD in 1972, the African Liberation Support Committee (ALSC) was formed. This series of ALSC materials contains the ALSC statement of principles, an article on Tanzanian socialism by Walter Rodney, a CAP position paper on ALSC, and a handbook on African Liberation Month that includes a brief history of the ALSC. Several documents in this series provide evidence of a serious ideological struggle within the organization. These documents include a paper by ALSC international chairperson Dawolu Gene Locke, a paper by Abdul Hakim Ibn Alkalimat and Nelson Johnson discussing the ALSC statement of principles adopted at a 1973 meeting in Frogmore, South Carolina, and position papers from several ALSC branches about the future direction of the organization.

Box	Folder	
5	19	African Liberation Support Committee, n.d.
	20	African Liberation Support Committee, 1973
	21	African Liberation Support Committee., 1974
	22	African Liberation Support Committee., 1975
	23	African Liberation Support Committee, Africa, 1975-1976
	24	African Liberation Support Committee, Recommendations from Local Chapters, n.d.
	25	African Liberation Support Committee, duplicates, n.d.

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Series X: Revolutionary Communist League, 1974-1982

When CAP disintegrated in conflict between the Marxists and the black nationalists, Baraka founded the Revolutionary Communist League (RCL). This series reflects Baraka's move away from nationalism to a Marxist position, which is documented in drafts of several papers written by Baraka. These papers cover topics such as Chinese communism, the international communist movement, and the ideological position of the RCL. Other articles in this series include a position paper on organizing in factories, an RCL history of the black freedom struggle, and two folders on the Puerto Rican Revolutionary Workers Organization. This series also includes one issue of *Bolshevik*, the organ of the Revolutionary Workers League; one issue of *Class Struggle*; and one issue of the *Red Banner*, the journal of the August Twenty-Ninth Movement.

Box Folder

6	1	Revolutionary Communist League, Documents, 1976-1982
	2	Revolutionary Communist League, Miscellaneous, n.d.
	3	Revolutionary Communist League, "The Black Nation: Position of the Revolutionary Communist League" (M-L-M) on the Afro-American National Question, n.d.
	4	Revolutionary Communist League, August Twenty-Ninth Movement (ATM), 1976
	5	Revolutionary Communist League, Coalition to End Police Brutality
	6	Revolutionary Communist League, Puerto Rican Revolutionary Workers Organization (PRRWO), 1976
	7	Revolutionary Communist League, Puerto Rican Revolutionary Workers Organization ((2), 1974, 1976
	8	Revolutionary Communist League, Revolutionary Workers League, 1976
	9	Revolutionary Communist League, Women Question and Other Position Papers, 1977
	10	Revolutionary Communist League, Baraka Articles, Drafts, n.d.
	11	Revolutionary Communist League, Pamphlets, 1975-1977, n.d.

Series XI: African Socialism, 1973

This brief series includes documents produced by two African socialists who had a strong influence on Baraka's development, Julius K. Nyerere and Ahmed Sékou Touré. Nyerere was the leader of the independence movement in East Africa. His paper in this series discusses the concept of Ujamaa or African socialism, a concept that influenced both Maulana Ron Karenga and Baraka and was one of the seven parts of the Kawaida doctrine. Sékou Touré was the leader of the Democratic Party of Guinea, and in 1958 he became ruler of an independent Guinea. The papers by Touré in this series are "Revolution and Production," "Africa and Imperialism," and "The Role of Women in the Revolution." Materials on these two leaders can also be found in other parts of the collection.

Box	Folder	
7	1	African Socialism, Mwalimu Julius K. Nyerere, n.d.
	2	African Socialism, Ahmed Sékou Touré, 1973

Series XII: Black Marxists, 1969-1980

This series includes materials on black Marxists who were contemporaries of Baraka, as well as older black Marxists such as Harry Haywood, C.L.R. James, and Odis Hyde. The majority of this series comprises essays by Harry Haywood. Haywood was born in 1898 and joined the Communist Party in the mid-1920s. He was expelled from the Communist Party in 1959, but he remained a critical observer of the black freedom struggle and exerted a significant influence on Baraka and many other black radicals. Titles of essays by Haywood in this series include: "For a Revolutionary Position on the Negro Question" (originally published in 1957); "Some Remarks on the National Question"; "Black Power and the Fight for Socialism"; and "The Struggle for the Leninist Position on the Negro Question in the U.S.A." One of the most unique and interesting documents in this collection is a typescript of the autobiography of Haywood protégé Odis Hyde. Hyde's autobiography is a moving, personal history of the black freedom movement in the twentieth century. Beginning with his childhood in Houston, Texas, Hyde tells the story of his migration to Chicago and his involvement in the labor movement and black freedom movement. The series also includes files on the All African Revolutionary Party, the Black Workers Congress, and the Progressive Labor Party, and it also includes one issue of the periodical *Steel on the Move*.

Box	Folder	
7	3	All African Revolutionary Party, 1980, n.d.
	4	Black Workers Congress, ca. 1971
	5	James Boggs, "Manifesto for a Black Revolutionary Party, 1969
	6	Harry Haywood, Essays, 1957, 1963, 1975, 1980, n.d.
	7	Harry Haywood, Essays, 1955, 1981, n.d., 63
	8	Harry Haywood, Essays, 1980-1981
	9	Harry Haywood, Essays, n.d.
	10	Harry Haywood, Letter, Notes, and Fragments,

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	1958, n.d.
11	J Harry Haywood, Tributes, 1985, 1998
12	Odis Hyde, Autobiography (Typescript), n.d.
13	C. L. R. James, 1948
14	Progressive Labor Party (Harlem Branch), 1966
15	Steel on the Move (Newspaper), 1971

Series XIII: National Black United Front, 1979-1981

The National Black United Front (NBUF) was founded in June 1980. This series contains several of the NBUF founding documents, including the constitution and by-laws, amendments to the constitution, the founding convention program, and resolutions from the first convention. The resolutions provide an entry point to most of the main concerns of the NBUF. They cover social services, labor, international affairs, politics, prisons, youth, art and culture, health, community organizing, education, employment, police, women, and housing. Another important document in this series is a detailed report by NBUF chairman Herbert Daughtry on his activities from May to September 1981. Daughtry discusses the national and international program of the NBUF and major NBUF initiatives and demonstrations. There are also two interviews with Daughtry and a typewritten transcript of a speech he gave at a New York metropolitan branch meeting. An article by Komozi Woodard from a June 1980 issue of the Call and an article by NBUF national coordinator Jitu Weusi situate the NBUF within the history of black united fronts in the United States.

Box	Folder	
8	1	Black Leadership Conference, 1979-1980
	2	National Black United Front, 1980
	3	National Black United Front, 1980-1981
	4	National Black United Front, Documents, 1980
	5	National Black United Front, By Laws and Resolutions, 1981
	6	National Black United Front, 1979-1981

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Series XIV: Miscellaneous Materials, 1978-1988

This series documents the activities of Baraka and other black activists between 1978 and 1988. Baraka remained very productive as a writer during this period, and this series reproduces four of his articles: "Afro-American Literature and Class Struggle"; "Nationalism, Self-Determination and Socialist Revolution"; "If Goetz Goes Free Black People Should Arm Themselves"; and "Jesse 88" on Jesse Jackson's 1988 presidential campaign. A file on the Coalition of Black Trade Unionists assumes importance when used in connection with the other documents on black workers and the labor movement that are scattered throughout this collection. Together these documents indicate the independent voice of black workers, the relationship of the black worker to the organized labor movement, and the stresses faced by workers in the 1970s and 1980s. Consult the subject index of this guide for other items pertaining to labor and the labor movement. A pamphlet about independent black political action includes articles on Newark, the Lowndes County Freedom Organization, Carl Stokes, the Black Panther Party, and the National Black Political Convention in Gary, Indiana.

Box	Folder	
8	7	Interview with Baraka, 1978
	8	Black Writers Conference, Baraka Statements, 1978
	9	Yosef A. Ben-Jochannan, "The Saga of the 'Black Marxists' versus the 'Black Nationalists': A Debate Resurrected," , 1978
	10	Darryl Walker Shooting, 1979
	11	Baraka, "Afro-American Literature and Class Struggle", ca. 1980
	12	Pamphlets, 1982-1985
	13	Coalition of Black Trade Unionists, 1980
	14	"The Role of Black Marxist-Leninists in the Black Liberation Movement, ca. 1980
	15	People's Hearings and People's Trial, Police Brutality, Brooklyn, 1984
	16	Baraka, Pamphlets, 1986-1987
	17	Baraka, Article on Jesse Jackson Presidential Candidacy, 1988
	18	Miscellaneous Printed Materials, 1977-1979

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Series XV: Serial Publications, 1968-1984

This series consists of selected editions of serial publications. The publications represented are The African World, Black Nation, Black NewArk, Unity and Struggle, Main Trend, and IFCO News. The African World was originally published by SOBU/YOBU, and the topics covered in the newspaper reflect the organization's Pan-African, radical focus. The Black Nation was edited by Baraka and published in Oakland, California, by Getting Together Publications. The issues covered in The Black Nation reflect Baraka's interest in Marxism and working-class unity, as well as his belief in the importance of black arts and culture to the black freedom struggle. The Black Nation includes many articles by Baraka, plays, works of poetry, and interviews with artists and activists such as Margaret Walker, Alice Lovelace, Michael Smith, and Don Rojas. Black NewArk, "the voice of Newark's inner city," is the next periodical reproduced in this series. There is one issue of Black Newark from 1968 and a complete run for 1972-1974. Baraka had a regular column entitled "Raise" in which he addressed issues of both local and national significance. There are also several columns by Amina Baraka. Unity and Struggle was the national edition of Black Newark and the official newspaper of CAP. Baraka's column "Raise" was also featured in Unity and Struggle. The Anti-Imperialist Cultural Union began publishing Main Trend in 1978. According to a statement in its debut issue, Main Trend aimed to publish articles "focusing on the class struggle in popular culture." This series concludes with two issues of IFCO News, a publication of the Interreligious Foundation for Community Organization. The October 1972 issue contains an article about the Committee for a Unified NewArk.

Box	Folder	
9	1	The African World, Volume 11, July-September 1972
	2	The African World, Volume I, August-December 1973
	3	The African World, Volume IV, February-July 1974
	4	The African World, Volume IV, February 1975
	5	Black Nation, Volumes 2-4, 1982-1984
	6	Black NewArk, Volume 1, 1968
	7	Black NewArk, Volume 1, September-November 1972
	8	Black NewArk, Volume 2,

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		January-March 1973
	9	Black NewArk, Volume 2, April-June 1973
	10	Black NewArk, Volume 2, July-September 1973
	11	Black NewArk, Volume 2, October-December 1973
	12	Black NewArk, Volume 3, January-March 1974
	13	Unity and Struggle, Volume 2, October-November 1973
	14	Unity and Struggle, Volume 3, January-April 1974
Box	Folder	
10	1	Unity and Struggle, Handbook: The Revolutionary Use of A Newspaper in the Development and Organization of the Vanguard Party, May 1974
	2	Unity and Struggle, Volume 3, October-December 1974
	3	Unity and Struggle, Volume 4, January-April 1975
	4	Unity and Struggle, Volume 4, May-June 1975
	5	Unity and Struggle, Volume 4, October-November 1975
	6	Unity and Struggle, Volume 5, January-June 1976, October 1976
	7	Unity and Struggle, Volume 6, 1977
	8	Unity and Struggle, Volume 7, 1978
	9	Unity and Struggle, Volume 8, 1979
	10	Main Trend, 1978-1981
	11	IFCO News, October 1972, December 1972

Series XVI: Oral Histories, 1984-1986

This collection of Amiri Baraka materials concludes with transcripts from sixteen interviews conducted by Komozi Woodard and his assistants as part of an oral history project entitled, "The Making of Black NewArk: An Oral History of the Impact of the Freedom Movement on Newark Politics." Most of the people interviewed were primarily local Newark activists, although there are also interviews with Baraka, Maulana Ron Karenga, and scholar John Henrik Clarke. Most of the interviewees were asked similar questions such as their first remembrances of racism, their involvement in the black freedom movement, their experiences in Newark, and their thoughts about Baraka. Each interviewee was also asked more specific questions. For example, most of the interview with Clarke discusses Pan-Africanism and Clarke's assessment of Baraka. Vicki Garvin's oral history is actually a speech given by Garvin to one of Woodard's classes. In this speech, Garvin discusses her long career as an activist, from her involvement in the labor movement in the 1940s and 1950s to her travels to Africa and China in the 1960s, her return to the United States in the 1970s, and her subsequent activism in Newark. This series of oral histories is one of the most unique and valuable parts of this collection.

Box	Folder	
11	1	Administrative Correspondence, 1985-1986
	2	Administration, Project Design, 1985
	3	Administration, Questionnaires, 1985
	4	Amiri Baraka, 1986
	5	Eugene Campbell, 1985
	6	John Henrik Clarke, n.d.
	7	Vicki Garvin, n.d.
	8	Larry Hamm (Adhimu Chunga), 1985
	9	Wilnora Holman, 1984
	10	Maulana Ron Karenga, 1985
	11	Baba Mshauri (Russell Bingham), 1984
	12	Paul Sanders Nakawa, 1985
	13	Saidi Nguvu, 1985

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Box	Folder	
	14	Bill Reynolds, n.d.
	15	Salimu (Nettle Rogers), 1986
	16	Taalamu (Tim Holliday), 1985
12	17	Donald Tucker, 1986
	18	Honey Ward, n.d.
	19	Richard Wesley, n.d.

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Series XVII: Komozi Woodard's Office Files, 1956-1986

This series is a creator arranged miscellany of various materials. The materials found here include correspondence and miscellaneous for which Komozi Woodard created specific subject files. These materials sometimes correspond with other series in the collection.

Box	Folder	
13	1	African -American Brothers in the United States
	2	Congress of African People/Atlanta, n.d.
	3	Black Third Party Movements, 1971
	4	Amiri Baraka/Book Notes, n.d.
	5	Komozi Woodard/Book Notes, n.d.
	6	Larry Neal/Book Notes, n.d.
	7	Stokley Carmichael/Book Notes, n.d.
	8	Caribbean to The Left, 9-1975
	9	City Politics/Critiques, n.d.
	10	Committee for United Newark (CFUN), 1968-1970
	11	Congress of African People (CAP), 1971-1973
	12	Ghetto Revolts, n.d.
	13	Howl and other Poems/William Carlos Williams, 1956
	14	King in Chicago-Negro Digest, 3/66
	15	Materials for Chapter on Newark Historical Background, 1974
	16	Modern Black Convention Movement, n.d.
	17	National Black Political Movement, 1972
	18	Notes on Baraka's Life, 1961, 1986
	19	Project Area Committee (PAC), n.d.

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Series XVIII: Audio - Visual, 1969-1996

This collection includes hundreds of reel-to reel tapes, film and audio, audio cassettes, and one phonographic album entitled "Black and Beautiful....Soul and Madness" which features Amiri Baraka reading his poetry back by a vocal group and band which includes Freddie Johnson, Leonard Cathcart, Aireen, Gilbert Monk and Yusef Iman. The record is on the JIHAD label. The JIHAD was a label formed by Imamu Amiri Baraka to broadcast the work of the Jihad Culture Center. The other materials in the collection are very diverse and also contain speeches and radio talk shows. The collection is available in its original format.

Box	Folder	
14	1	Imanu/Editorial, 1974
	2	Taxi Strike, 1974
	3	WWM CAP Baraka Editorial Little Rock, 1/19/1974, 2/7/1974
	4	Ambassador Bom am (?), 2/24/1974
	5	Baraka; "Soul Session", 3/3/1974
	6	Amiri Baraka: African Liberation and Black Newark, 5/16/1974
	7	Delegates Reception and Press Conference, 11/11/1974
	8	Chairman, Amiri Baraka, 9/12/1974, 9/19/1974, 9/26/1974
	9	Chairman Amiri Baraka and Residents of Brownsville Community on the Death of Claude Reese, 10/26/1974
	10	Chairman, Amiri Baraka, 12/29/1974
	11	Newark
	12	Reactionary Government Around the World & Home, 1/9/1975
	13	William Jacobs, Mank Smith, Les Campbell, 7/3/1975
	14	Pinckney, James, Harris and Westbrook's, 7/3/1975
	15	Chairman, Amiri Baraka, 8/21 &

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	28/1975
16	Chairman, Amiri Baraka, 9/4/1975
17	Editorial/Kawaida Tower, 10/2/1975
17	UTS Editorial/Chairman, 10/9/1975
18	Chairman, Amiri Baraka, 10/16 & 23/1975, 11/6/1975
19	Chairman, Amiri Baraka, 1/15/1976, 1/29/1976
20	Baraka: "Strike of School Workers", 8/30/1976
21	Memorial to Chairman Amiri Baraka, 9/16/1976
22	"Marxism & Black People, 11/18/1976
23	Poetry, 11/26/1976
24	Baraka: "Imperialism is Dying" & "All Me", 3/17/1977
25	Baraka: "What It Is", 2/3/1977
26	Amiri Baraka: "Why Do We Need a Movement Party", 6/6/1977
27	Baraka: "Moving to the Right in the Mist of Liberal Bullcrap", 6/27/1977
28	Special Memorial to Chairman Mautsetury, 9/9/1996
29	Amiri Baraka: Journalist Reaction and Poem, 12/16/n. y.
30	Carter and Poem, n.d.
31	Darshani/Kawaida, n.d.
32	Darshani, n.d.
33	Imani Amiri Baraka, n.d.
34	San Diego, n.d.
35	Taxi Drivers Press Conference, n.d.
36	Baraka: "Black Newark", n.d.
37	Educational Ending, n.d.
38	Unidentified, n.d.

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Box	Folder	
15	1	Inquiry: Kawiada Towers Pt. I A Community Affair, 3/16/1973
	2	Inquiry: Kawiada Towers Pt. III, 3/16/1973
	3	Inquiry: Kawiada Towers Pt. IV, 3/16/1973
	4	Inquiry: Kawiada Towers Pt. V, 3/16/1973
	5	Inquiry: Kawiada Towers Pt. VII, 3/16/1973
	6	Women's Seminar I, 2/23/1974
	7	Women's Seminar II, n.d.
	8	Women's Seminar III, n.d.
	9	Women's Seminar IV, n.d.

Box	Folder	
16	1	Black Newark, n.d.
	2	Black Newark (Insert B), n.d.
	3	Black Newark "African Free School", n.d.
	4	Etta Moore, Pam ML, and Ruby Munoz, n.d.
	5	Interview: Max Roach, n.d.
	6	Interview: Basil Patterson, n.d.
	7	Interview: Jaribu K. Katibu-Jihad (Independent Publishing), n.d.
	8	Soul Knights, n.d.
	9	Unidentified Tape, n.d.
	10	Unidentified Tape, 5/13/1972

Box	Folder	
17	1	Disco: Tape I
	2	Disco: Tape II, 1/30/1976
	3	Disco: Tape III
	4	African Drummers, n.d.
	5	Josezl Sonkemo

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	6	Angola & Fundraisers, n.d.
Box	Folder	
18	1	Jihad - Sound Roll #8 -# 16, n.d.
Box	Folder	
19	1	City Wide Political Convention Tapes # 1 - #12, 1-19-1974
Box	Folder	
20	1	Press Conference To Support Newark Fund, 1-3-1970
	2	Press Conference, 3-17-1970
	3	Press Conference/David Abernathy; Baynard Rustin & Ken Gibson, 6-13-1970
	4	National Black Assembly - Reels I & II, 3-3-1973
	5	Black Newark (Radio), 2-14-1971
	6	Imani Amiri Baraka (3 speeches), 2-7-1971, 3-20-1971, 5-30-1971
	7	Lerone Bennett, 6-15-1971
	8	Bernice Bass/News & Views Pt.I, 6-27-1971
	10	Interview with John Jackson and Cheo Katibu, 7-20-1971
	11	Baraka's Editorial "Black Newark, 7-28-1971
	12	Elaine Brodie and Rev. Grant, 9- 4-1971
	13	Interview by Amiri Baraka "Black Newark with Exco. Members, 9-6- 1971
	14	Black Newark "Requirements for Our Evolution, 1-10-1972
	15	Political Movements & Newark Events, 2-21-1972
	16	Black Newark - Baraka 's Editorial, 3-7-1974
	17	Editorials; "Nixon on The Way Out", 11-1974

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	18	Midday Live, 11-7-1975
	19	Proletarian Sing Tape, 11-8-1975
	20	Black Liberals for Revolution, 2-17-1977
	21	CFUN Press Conference, 6-16-n.y.
	22	Democrats for Huant, n.d.
	23	Khan, n.d.
	24	Baraka & Chief Bey, n.d.
	25	Umoja Singers and Dancers, n.d.
	26	Drumming, n.d.
	27	National Black Assembly, n.d.
	28	Rap Brown, n.d.
	29	"Africa" and "Technology and Ethos", n.d.
	30	Barak's Editorial "Black Newark", n.d.
	31	Fannie Lou Hammer & C. T. Vivian, n.d.
	32	"Black Theater", n.d.
	33	Jesse Jackson Interview, n.d.
	34	Interview with Amiri Baraka "Black Newark" & "Community Choice", n.d.
	35	Ted Pinckney and Don Tucker, n.d.
	36	Harry Belafonte & Rev. Jesse Jackson, n.d.
	37	Dennis Westbrook's, Central Ward Councilman, n.d.
	38	"Its Nation Time" & "Bros Gon Work It Out", n.d.
Box	Folder	
21	1	C.A.P. Final Speaker, September 1971
	2	Imamu Speaks, 1971
	3	Imamu/ Soul Session, 4/3/1972
	4	Delegate Reception, 12/8/1972
	5	Kawaida Rally Tape 3, 3/11/1973
	6	Press Conference -K- Towers,

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		3/3/1973
	7	Imamu/workers Tape 1, 3/21/1973
	8	Demonstration at Medical Site, 2/21/1973
	9	Kawaida Rally Tape 3, 3/25/1973
	10	Kawaida Rally Tapes 1 & 3, 3/18/1973
	11	Bakke, Tapes 1, 2, & 4, 10/15
	12	Amari Baraka Speech and Questions, n.d.
	13	UUC Elections/No Date, 3/13/1978
	14	Gary Bariz, n.d.
Box	Folder	
22	15	Richardson Rebuttal, 6/19/1972
	16	Donald Tucker and R. Aneses, n.d.
	17	Shabazz: Black Newark, n.d.
	18	The Mayor Reports, n.d.
	19	Soul Session, n.d.
	20	Music, 7-6-1975
	21	BWUF, 3/31/1975
	22	Religious Workshop, 9/4/1970, 9/5/1970, 9/6/1970
	23	Last Press Conference At ITC, 9/7/1970
	24	Fannie Lou Hamer, 2/23/1970
	25	Ralph Stevens, 2/23/1970
	26	Sound Roll 17-22, n.d.
	27	Criteria Class, 10/13/1970
	28	CAP - Hatcher & Bond, 9/7/1970
Box	Folder	
23	1	N. J. State-wide Black Political Convention, New Brunswick, N.J., 2/26/1972, 2/27/1972
	2	New Brunswick - Fund Raising Ralph Grant, 2/26/1972

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Box	Folder	
24	1	Amiri Baraka - State Prison, 1/29/1974
	2	Imamu - Editorial, 2/28/1974
	3	Baraka - Essex County College, 4/3/1974
	4	Community Choice, 4/15/1974
	5	Afikan Liberation Day & Newark Politics, 5/23/1974
	6	Boston Forum, 10/24/1974, 12/13/1974
	7	Housing Issues/Editorials, 12/26/1974
	8	"Stop Killer Cops", 1/19/1975
	9	Forum: Southeast Asia, 4/20/1975
	10	BWUF 1st National Assembly, 5/3/1975
	11	Gibson, Sammy Davis, Jr. Press Conference, 7/3/1975
	12	Editorials, 8/14/1975
	13	Chairman Amiri Baraka, 9/18/1975, 9/25/1975, 11/13/1975, 12/11/1975, 12/18/1975, 1/8/1976
	14	Black Liberation, 2/12/1976, 2/19/1976
	15	Paul Robeson, and Malcolm X, 2/26/1976
	15	Ann Klin visits Community Center, 3/4/1976
	16	Chairman Amiri Baraka and Harry Haywood, 3/18/1976, 3/26/1976
	17	Unity and Struggle Editorials, April 1976
	18	Amiri Baraka - Trenton State, 4/15/1976
	19	Afrikan Liberation Day - Chairman Amiri Baraka, 5/27/1976
	20	Afrika Conference, 7/7/1976
	21	Tom M. Cooke & Imamu Amiri

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		Baraka, n.d.
	22	Town Meeting - Project Area R-32, n.d.
	23	Jails Out - Rolls 1-3 & 5-6, n.d.
	24	Unidentified, n.d.
Box	Folder	
25	1	Rally, n.d.
	2	Imamu Amiri Barak/Page Auditorium -Duke University, 1/23/1973
	3	What is Socialism, 3/6/1975
	4	BWUF 1st National Assembly & Meeting, 5/3/1975
	5	15 Unidentified Audio Reels, No dates
	6	City Council/Housing Demonstrations Editorials, 11/28/1974, 2/20/1975
	7	FWWD, n.d.
	8	Third World, n.d.
	9	Black Journal, n.d.
	10	Bakke rally and march, n.d.
	11	African Free School, n.d.
	12	Recovering Lost History of Africa, n.d.
	13	Electronic Music Lars, n.d.
	14	Mad Heart, n.d.
Box	Folder	
26	1	Multi National Revolution - Reels 1,2,3, 5 &6, 12-20-1975
	2	Committee for the Unified Newark, 5-2-1972
Box	Folder	
27	1	Black Economic Conference - Reels 3 & 4, 8-1-1975
	2	Black Economic Conference - Reels 8,9,11 & 12, 8-2-1975

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Box	Folder	
28	1	Black Newark -Reels 22, 23, 24, 26, 27, 28, 29 & 31, 6-8-1972 - 8-5-1972
	2	Black Newark (two Reels), 1973
	3	Black Newark, 3-20-1972
	4	Bernice Bass - News & Views, 6-27-1971
	5	Adam Clayton Powell Conference (3 reels), n.d.

Box	Folder	
29	1	Exco Press Conference (2 Reels), 9-3-1971
	2	Congress of African People (Biltmore Hotel) 3 reels, n.d.
	3	African Free School, 7-3-1975
	4	National Black Assembly, 3-4-1973
	5	Congress of African People "Master Brotherhood Conference" (2 reels), 9-4-1971
	6	Ed Braithwaite, 7-8-1971
	7	Social Organization Meeting, n.d.
	8	Ken Gibson - Central Pres Church, 11-13-1970
	9	Ban ringer Incident, 10-25-1971
	10	Congress of African People(CAP), n.d.
	11	Imanu Amiri Baraka, n.d.
	12	Percy Sutton - NJ State Political Convention, n.d.
	13	Dick Gregory, 6-13-1970
	14	Baraka - "Gary & Congressional Re-Districting", 5-6-1972
	15	"Congressional Re-Districting: A Victory", 4-17-1972
	16	Baraka - Congress of African People (5 reels), n.d.
	17	Raltway Prison Comment, 11-29-ny
	18	International Report, n.d.
	19	Air Check, 1969
	20	Unidentified Tapes, n.d.

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The awarded vendor **shall** digitize the Komozi Woodard/Amiri Baraka Collection in accordance to Atlanta-Fulton Public Library Specification and provide one free digitized copy of the collection to the library. The awarded vendor will be given permission to advertize the collection for sale via website, or catalog. The library will receive a percentage of proceeds earned from the sales the Komozi Woodard/Amiri Baraka Collection.

Digitization Specifications for Komozi Woodard/Amiri Baraka Collection:

Selected Vendor **shall** provide the following services to meet these specifications:

- **Scan Format:** Vendor **shall** insure that all original textual materials: Grayscale, 300 DPI, 256 (8-bit) JPEG images.
- **DPI Appropriateness:** Vendor to ensure all scanned images hold the same level of legibility as the original documents. For bleed through pages, use either a light blue or gray sheet behind the page to minimize the bleed through is required. Flatten documents wherever possible to ensure they can be OCR'd.
- **Blank Pages:** Blank pages will not be scanned unless they have page numbers.
- **Targets:** Each group of materials **shall** include a scanned “**title-level**” target.
- **Software-Based Data Cleaning:** Vendor **shall** perform de-skewing, image cropping, automated curvature correction, and automated shadow erasing through the use of scanning equipment software.
- **Contrasts:** Vendor **shall** adjust settings for differing contrasts between print and the background as well as the different colored pages.
- **Cropping:** Cropping inside the page is NOT acceptable. The edge of the page **shall** be visible. The amount of space around the edge of the page **shall** not to exceed 3/16 inch or 56 pixels. Typically, the crop size is setup to the size of the page.
- **Right Read**
 1. Vendor **shall** insure that all images will be “**Right Read**”. This means that a viewer can read the page when opened without having to rotate the image.
 2. Right read will be determined by the direction of the majority of the text where text on a page or two-page spread is oriented in more than one direction.
 3. If a picture or an illustration accompanies the text, right read will follow the orientation of the text, not the image.

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- **Sequence:** All documents **shall** be scanned in sequence. The sequencing arrangement **shall** be provided as a separate set of instructions by Vendor. Images captured **shall** be stored on CD's, DVD's or external hard drives, which **shall** be described by Vendor.

- **Storage and File Naming:**
 - Images **shall** be stored on external hard drives, DVD's or CD's.

 - Each book **shall** be a **"directory"** and each page or page spread **shall** be an individual image **"file"**.

 - The directory should be a 5-digit book number assigned by Vendor. A spreadsheet **shall** accompany each shipment of books that details the book number and title.

Each image file **shall** consist of a 3 letter static value representing the project, followed by the 5-digit book number followed by 5-digit page number which include a **"trailing 0"**

Example:

Image 1 from book number 1 = 00001/LPS0000100010.JPEG

Image 100 from book number 1 = 00001/LPS0000101000.JPEG

Image 56 from book number 890 = 00890/LPS0089000560.JPEG

Image 123 from book number 890 = 00890/LPS0089001230.JPEG

- **Anomalies:**

Vendor will be responsible to deliver 100% acceptable images

If there are any anomalies such as severe bleed through, loss of print, etc. the Vendor will document in electronic format (preferably Excel)

- **Retakes:**

Vendor is responsible to deliver 100% acceptable images

Vendor **shall** check images 100% initially for a limited number of receipts and as confidence that QC is achieved. Spot checks **shall** occur throughout digitization process.

Digitization from Microfilm/Microfiche:

Digitization from microfilm or microfiche **shall** follow the same specifications as outlined above under scan, format, DPI appropriateness, blank pages, software-based data cleaning, contrasts, cropping, right read, sequence and file naming, retakes, and schedule. Note that the reduction ratio of items within a reel of film may vary but within a title are consistent with the exception of foldouts. Adjusting the scanner for these types of images is necessary.

Care and Handling of Library Materials

The personnel of the Vendor **shall** exercise the utmost care in handling all documents, especially fragile manuscripts and bound materials. Personnel **shall** have relevant prior experience in the careful treatment of such materials. Vendor **shall** provide additional training to personnel, where deemed necessary.

The following guidelines for handling materials for all digitizing projects **shall** be scrupulously observed:

- Bound materials **shall** always be handled with clean hands and in a clean workspace.
- Eating and drinking **shall** not be allowed in areas where the books are being imaged or stored. Smoking is prohibited within buildings.
- Self-sticking notes or paper clips **shall** not be used on books or other materials. Place markers **shall** be acid-free paper.
- Bound materials **shall** be shelved upright with the spine facing out. Oversize volumes **shall** be placed flat.
- Non-skid bookends **shall** be used to stand the books upright.
- All volumes **shall** be shelved at least four inches above the floor to avoid water damage.
- Only unbleached cotton archival tape **shall** be used to hold together volumes with loose pages or covers.
- Volumes **shall** never be stacked in a way that they might topple over.

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- Volumes **shall** be placed on carts upright or flat, securely positioned so that they will not fall or be knocked off. Volumes **shall** not be placed on the top edge of other volumes.
- Titles **shall** be removed gently from shelves and book carts. Personnel **shall** avoid, retrieving the title by tugging on the top of the spine.
- During digitizing, all pages **shall** be carefully turned so as to avoid breaking them along the gutter edge. Cotton gloves **shall** only be used on photographs and not paper manuscripts and books during the process.
- If pages for a title are stuck together (for example, because of water damage or mold), Personnel **shall** notify the library to await further instructions on how to proceed. Personnel themselves may not separate pages without express authorization from the library.
- The loosening of bindings through such procedures as cutting sewing thread may not be exercised without express authorization from the library.

Bound Material Handling

Bound materials **shall** not be unbound without express authorization from the library. If a volume is not authorized for unbinding and cannot be imaged without either loss of information or damage to the original, digitizing of the title will halt, and personnel **shall** communicate immediately with PSM or the library or both to determine how work shall proceed with the title.

Bound materials supplied for digitizing may be in poor condition with fragile bindings and pages so brittle that they break when turned. In most cases these bound materials represent a unique resource and are irreplaceable, and in many cases they are to be returned after digitizing to the original collection. Personnel **shall** take all necessary precautions to avoid further damage and loss during the digitizing process.

Standard Digitizing Procedures

Vendor **shall** provide a copy of the company's best practices for digitizing archival materials to the Auburn Avenue Research Library and the Atlanta-Fulton Public Library System prior to start of project.

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REMUNERATION

Vendor **shall** provide the Auburn Avenue Research Library with:

- Access to the Digital Product created from *The Komozi Woodard/Amiri Baraka Collection* for the life of the agreed upon contract.
- One complimentary copy of the digital images and associated text files of the Licensee-Imaged Works, to be delivered by means of DVD, portable hard drive, or other mutually agreed upon medium of delivery.
- Vendor **shall** assume all costs associate with delivery and return of the Komozi Woodard/Amini Baraka Collections.
- Vendor **shall** return all original documents of the collection to the Atlanta-Fulton Public Library within 30 days of completion of the project.

SECTION 7 SPECIAL & GENERAL CONDITIONS

- Vendor **shall** market subscription sales via website, catalog, etc.
- Vendor **shall** provide at a minimum, quarterly sales report reflecting the sales activity of the Komozi Woodard/Amiri Baraka Collection.
- Vendor **shall** issue checks payable to Atlanta-Fulton Public Library for the percentage of the gross sales of the Komozi Woodard/Amiri Baraka Collection in accordance to agreement for revenue sharing as disclosed in the Pricing Form.
- Proceeds due Atlanta-Fulton Public Library **shall** be sent to Atlanta-Fulton Public Library within 60 days after the receipt of quarterly sales report.
- Vendor **shall** complete digitization of the collection within 120 days after receiving written notice to proceed from the library.
- Atlanta-Fulton Public Library **shall** approve, in writing, the final version of the digitized materials before vendor advertise or make available the Komozi Woodard/Amiri Baraka Collection for sale via website or catalog.

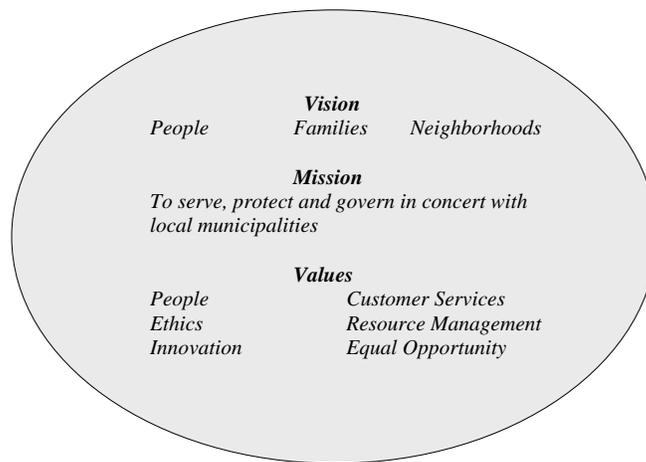
**SECTION 8
PRICING FORMS**

This section should contain the appropriate schedules of pricing forms such as schedule of quantities and prices or schedule of unit and lump sum prices for this project.

% of Total Gross Revenue Atlanta-Fulton Public Library receives as commission from sales of KOMOZI WOODARD/AMIRI BARAKA COLLECTION _____%



FULTON COUNTY



CONTRACT DOCUMENTS FOR

11ITB76346YB-TR

**KOMOZI WOODARD/AMIRI BARAKA COLLECTION
DIGITIZATION**

For

ATLANTA-FULTON PUBLIC LIBRARY

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CONTRACT AGREEMENT

Consultant: **[Insert Consultant Name]**

Contract No.: **[Insert Project Number and Title]**

Address: **[Insert Consultant Address]**
City, State

Telephone: **[Insert Consultant telephone #]**

Email: **[Insert Consultant Email]**

Contact: **[Insert Consultant Contact Name]**
[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of _____, 20____ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as "**Consultant**".

WITNESSETH

WHEREAS, County through its **Atlanta-Fulton Public Library** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform digitization of the Komozi Woodard/Amiri Baraka Collection in accordance to Atlanta-Fulton Public Library Specification and provide one free digitized copy of the collection to the library, hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT:**

County and Consultant agree the Project is to perform digitization of the Komozi Woodard/Amiri Baraka Collection in accordance to Atlanta-Fulton Public Library Specification and provide one free digitized copy of the collection to the library. 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 SERVICES

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

ARTICLE 5. DELIVERABLES

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

ARTICLE 6. SERVICES PROVIDED BY COUNTY

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

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

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

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

ARTICLE 9. **CONTRACT TERM**

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

ARTICLE 10. **COMPENSATION**

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

The total contract amount for the Project shall not exceed **[Insert amount approved by BOC]**, which is full payment for a complete scope of services.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 12. **SUSPENSION OF WORK**

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

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

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

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by ***Atlanta-Fulton Public Library***. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the ***Atlanta-Fulton Public Library*** designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

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

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

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

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

ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT CONSULTANT

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

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

ARTICLE 20. ACCURACY OF WORK

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

ARTICLE 21. REVIEW OF WORK

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

ARTICLE 22. INDEMNIFICATION

Consultant hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, sub Consultants, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Consultant, its directors, officers, employees, sub Consultants, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Consultant obligation to protect, defend, 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 further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, 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. These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

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

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

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

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

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

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit 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 27. PROHIBITED INTEREST**Section 27.01 Conflict of interest:**

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

Section 27.02 Interest of Public Officials:

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

ARTICLE 28. SUBCONTRACTING

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

ARTICLE 29. ASSIGNABILITY

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

ARTICLE 30. ANTI-KICKBACK CLAUSE

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

ARTICLE 31. AUDITS AND INSPECTORS

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subConsultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

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

ARTICLE 33. **VERBAL AGREEMENT**

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

ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: ***[Insert User Department Representative for project]***

With a copy to:

Department of Purchasing & Contract Compliance, Director

130 Peachtree Street, Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: cecil.moore@fultoncountyga.gov

Attention: Cecil S. Moore

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Facsimile:

Attention: ***[Insert Consultant Representative for project]***

ARTICLE 35. JURISDICTION

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

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

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub Consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

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

ARTICLE 38. OPEN RECORDS ACT

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

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

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

ARTICLE 40. INVOICING AND PAYMENT

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

Time of Payment: 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 Consultant 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: Consultant shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Email:

Attention: **[Insert User Department Representative for project]**

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

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

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

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

ARTICLE 41. TAXES

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

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

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

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

ARTICLE 44. **WAGE CLAUSE**

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

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

OWNER:

CONSULTANT:

FULTON COUNTY, GEORGIA

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

[Insert Name & Title of person authorized to sign contract]

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

EXHIBIT A

GENERAL CONDITIONS

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: “Fulton County Purchasing Department Request for Proposal (RFP) General Requirements”.

EXHIBIT B

SPECIAL CONDITIONS

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

EXHIBIT C

SCOPE OF WORK

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

EXHIBIT D

PROJECT DELIVERABLES

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

EXHIBIT E

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

EXHIBIT F

PURCHASING FORMS

Instructions for Users: Insert the Purchasing forms submitted by the Consultant. Please contact Purchasing to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)