



# FULTON COUNTY

*Vision*  
*People Families Neighborhoods*

*Mission*  
*To serve, protect and govern in concert with local municipalities*

*Values*  
*People Customer Services*  
*Ethics Resource Management*  
*Innovation Equal Opportunity*

**INVITATION TO BID 12ITB092812K-NH**  
**Office Furniture, Fixtures & Equipment Supply and**  
**Installation for the Atlanta Fulton Public Library System**  
**Capital Improvement Program, Phase I**  
**For**  
**Atlanta Fulton Library System**

**BID DUE DATE AND TIME: November 28, 2012; 11:00 AM**

**BID ISSUANCE DATE: October 18, 2012**

**PRE-BID CONFERENCE DATE: November 5, 2012**

**QUESTION DEADLINE: November 16, 2012; 2:00 PM**

**PURCHASING CONTACT: Nancy Harrison, Assistant Purchasing Agent**

**E-MAIL: [nancy.harrison@fultoncountyga.gov](mailto:nancy.harrison@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

### 12ITB092812K-NH Office Furniture, Fixtures & Equipment Supply and Installation for the Atlanta-Fulton Public Library System Capital Improvement Program, Phase I

#### FULTON COUNTY GOVERNMENT

#### SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government ("County") invites sealed bids for **12ITB092812K-NH Furniture, Fixtures & Equipment Supply and Installation Services for the Atlanta-Fulton Public Library Capital Improvement Program – Phase I.**

#### 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:** Fulton County, Georgia ("County") is seeking Furniture and Equipment Vendors from qualified Firms, herein referred to as the FF&E Vendor (FF&EV), to provide office furnishings, fixtures and equipment, for Eight (8) New Branch Libraries and two (2) renovated/expanded libraries which are part of the Atlanta-Fulton Public Library System Capital Improvement Program. Through the issuance of this Invitation To Bid ("ITB"), the County is soliciting Bids from qualified Bidders to provide office furniture, fixtures and equipment delivery coordination and installation required to assist the Library System, the County, ten (10) individual Construction Managers, and ten (10) individual A&E Teams with the, procurement, delivery, and installation of these products at the ten (10) libraries described in this document.
- c. The detailed scope of work and technical specifications are outlined in Section 7 of this bid document.
- d. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
- e. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting **Nancy Harrison, Assistant Purchasing Agent** at e-mail [nancy.harrison@fultoncountyga.gov](mailto:nancy.harrison@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: Nancy Harrison, Assistant Purchasing Agent  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Fax: (404) 893-1744  
or email: [nancy.harrison@fultoncountyga.gov](mailto:nancy.harrison@fultoncountyga.gov)  
Reference Bid # 12ITB092812K-NH

## 2. PRE-BID CONFERENCE

A pre-bid conference will be held on **November 5, 2012 at 2:00 PM** in the Fulton County Purchasing Department Bid Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide an initial verbal, non-binding response to questions concerning the bid specifications and to discuss issues from the bidders perspective. No verbal response provided at the pre-bid conference binds the County. Only those responses to written and responded to by the County in written communications will be official.

## 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.fultoncountygga.gov> under "Subcontracting Bid Opportunities".

4. **SITE VISIT:** There will be no scheduled 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. Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract. **Indicate all addenda incorporated in the Bid.**

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:12ITB092812K-NH Furniture, Fixtures & Equipment Supply and Installation Services for the Atlanta-Fulton Public Library Capital Improvement Program – Phase I.**

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 **Nancy Harrison, Assistant Purchasing Agent** no later than **2:00 PM, November 16, 2012.** Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in above. **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 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.

Vendors will be given the opportunity to recommend substitutions, however, no substitution will be considered unless written request for approval has been submitted by the bidder and has been received by the **Nancy Harrison, Assistant Purchasing Agent** prior to the question deadline **November 16, 2012 at 2:00 PM.** Each such request shall include the name of the product material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cut sheets, performance, test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the bidder to include in his bid all changes required to the Contract Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment provided.

If the County approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

8. **REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:
1. Bid Form and Bid Breakdown Forms
  2. Bid Schedule *(if applicable)*
  3. Bid Bond
  4. Certification of Acceptance of Bid/Proposal Requirements
  5. Corporate or Partnership Certificate
  6. Non-Collusion Affidavit of Prime Bidder
  7. Non-Collusion Affidavit of Subcontractor

8. 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

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: Contracts/Purchase Orders will be issued on a per project basis. Each contract will commence upon issuance of Notice to Proceed (NTP) and continue for three (3) years or until acceptance of completion by the County.**

10. **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.

- 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.

11. **BID AND CONTRACT SECURITY:** A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

**Bids must be accompanied by a bid bond or certified check** in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder

executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

As a condition of responsiveness the bid submission must contain a Bid Bond for an amount equal to 5% of the bid amount. Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. When the bidder's package is opened, a Purchasing Agent will verify the presence of the Bid Bond and remove it from the bid package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten (10) days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

- 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.
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.
17. **BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
18. **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.
19. **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.

20. **BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis in whole or in part 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. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. 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.
21. **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 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 the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

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.

**22. 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.

**23. 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.

**24. 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.

**25. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Invitation to Bid 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.

**26. 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

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.

**27. 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

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.
- 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.
- 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.

- 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.
- 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.
- 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 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**

## EXHIBIT 1

### Required Proposal Submittal Check List for Invitation to Bid (ITB)

*The following submittals shall be completed and submitted with each proposal (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 bid 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<br>Check List  | Check (✓) |
|--------|---|-----------|
| 1      | One (1) Proposal marked "Original"  |           |
| 2      | *Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements<br><br><i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>   |           |
| 3      | *Form F: Georgia Security and Immigration Subcontractor Affidavit(s)  |           |
| 4      | Bid Form. All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.   |           |
| 5      | Bid Breakdown Form  |           |
| 6      | Acknowledgement of each Addendum  |           |
| 7      | Bid Bond (separate envelope if Public Works Construction project)   |           |
| 8      | Purchasing Forms<br><br>Form A: Certificate Regarding Debarment<br>Form B: Non-Collusion Affidavit of Bidder/Offer or<br>Form C: Certificate of Acceptance of Request Proposal requirements<br>Form D: Disclosure Form & Questionnaire  |           |
| 9      | Office of Contract Compliance Requirements (separate envelope)<br><br>Exhibit A: Promise of Non-Discrimination<br>Exhibit B: Employment Record<br>Exhibit C: Schedule of Intended Subcontractor Utilization<br>Exhibit D: Letter of Intent to Perform as Subcontractor<br>Exhibit E: Declaration Regarding Subcontractor Practices<br>Exhibit F: Joint Venture Disclosure Affidavit<br>Exhibit G: Prime Contractor/Subcontractor Utilization Report<br>Equal Business Opportunity Plan (EBO Plan) |           |

**EXHIBIT 1****Required Proposal Submittal Check List for Invitation to Bid (ITB)**

|           |   |  |
|-----------|---|--|
|           | Exhibit H: First Source Jobs Program – Form 2 (if applicable)   |  |
| <b>10</b> | Evidence of Insurability, proposer must submit one (1) of the following:<br>Letter from insurance carrier<br>Certificate of Insurance<br>An umbrella policy in excess of required limits for this project |  |

**SECTION 2**

**BID FORM**

**12ITB092812K-NH Office Furniture, Fixtures & Equipment Supply and Installation for the Atlanta Fulton Public Library System Capital Improvement Program, Phase I**

Submitted \_\_\_\_\_, 20 .

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

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

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

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

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

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ \_\_\_\_\_  
(Dollar Amount in Numbers)

\_\_\_\_\_  
(Dollar Amount in Words)

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

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 \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

Signed by: \_\_\_\_\_  
[Type or Print Name]

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

Bidder's Contractor License No: \_\_\_\_\_  
[State/County]

License Expiration Date: \_\_\_\_\_

Enclosed is a Bid Bond in the approved form, in the sum of:

\_\_\_\_\_ Dollars

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

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

## 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 (*non-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

**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 \_\_\_\_\_, 2012,

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**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.**

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

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #\_\_\_\_\_ to #\_\_\_\_\_ inclusive, including any addenda # to #\_\_\_\_\_ exhibit(s) #\_\_\_\_\_ to #\_\_\_\_\_, attachment(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 offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

**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.

#### **(a) 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.

#### **(b) Causes for Suspension. 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]

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 \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**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;

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

**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 \_\_\_\_\_, 2012

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**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.

**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 \_\_\_\_\_, 2012

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**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).**

## SECTION 4

### BID BOND REQUIREMENTS

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall be in the amount of not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

(Instructions to User Departments: if you have any questions as to whether your project will require bond requirements please contact your Purchasing representative.)

**BID BOND**

**12ITB092812K-NH OFFICE FURNITURE, FIXTURES & EQUIPMENT SUPPLY AND  
INSTALLATION FOR THE ATLANTA FULTON PUBLIC LIBRARY SYSTEM CAPITAL  
IMPROVEMENT PROGRAM, PHASE I**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

\_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government, in the penal sum of \_\_\_\_\_ Dollars and Cents (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the Fulton County Government, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the Fulton County Government, for **12ITB092812K-NH OFFICE FURNITURE, FIXTURES & EQUIPMENT SUPPLY AND INSTALLATION FOR THE ATLANTA FULTON PUBLIC LIBRARY SYSTEM CAPITAL IMPROVEMENT PROGRAM, PHASE I** a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payments Bonds payable to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the Fulton County Government, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) being in the amount of five (5%) percent of the CONTRACT Sum. The money payable on this bond shall be paid to the Fulton County Government, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEROF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Signatures on next page)

ATTEST:

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

(SEAL)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_

\_\_\_\_\_,  
Who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_

(SEAL)

**END OF SECTION NO. 4**

## SECTION 5

### CONTRACT COMPLIANCE REQUIREMENTS

#### NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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 without regard to the race, color, gender or national origin of the ownership of any such business. 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 or vendors seeking to obtain contracts with Fulton County.

#### Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

#### Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

#### DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

## 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 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 payment 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 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 Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather 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

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

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

All Contract Compliance documents (Exhibits A – H 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.

**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.

| JOB CATEGORIES                                | TOTAL EMPLOYED |   | TOTAL MINORITIES |   | WHITE (Not Hispanic Origin) |   | BLACK or AFRICAN AMERICAN (Not of Hispanic Origin) |   | HISPANIC or LATINO |   | AMERICAN INDIAN or ALASKAN NATIVE (AIAN) |   | ASIAN |   | NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP) |   | TWO or MORE RACES |   |  |
|---|----------------|---|------------------|---|-----------------------------|---|--|---|--------------------|---|--|---|-------|---|--|---|-------------------|---|--|
|   | M              | F | M                | F | M                           | F | M  | F | M                  | F | M  | F | M     | F | M  | F | M                 | F |  |
| EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |  |
| FIRST/MID LEVEL OFFICIALS and MANAGERS        |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |  |
| PROFESSIONALS                                 |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |  |
| TECHNICIANS                                   |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |  |
| SALES WORKERS                                 |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |  |
| ADMINISTRATIVE SUPPORT WORKERS                |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |  |
| CRAFT WORKERS                                 |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |  |
| OPERATIVES                                    |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |  |
| LABORERS & HELPERS                            |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |  |
| SERVICE WORKERS                               |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |  |
| <b>TOTAL</b>                                  |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |  |

FIRM'S NAME  
 ADDRESS  
 TELEPHONE

This completed form is for (Check only one):  
 Submitted by: \_\_\_\_\_ Bidder/Proposer \_\_\_\_\_ Subcontractor \_\_\_\_\_

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 enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):  
  
\_\_\_\_\_
2. 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.
3. 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, please attach copy of recent certification.

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, please attach copy of recent certification.**

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

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Firm or Corporate Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**EXHIBIT D**

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

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

\_\_\_\_\_ hereby declares that it is my/our intent to  
**(Bidder)**

perform 100% of the work required for \_\_\_\_\_  
**(ITB/RFP Number)**

\_\_\_\_\_  
**(Description of Work)**

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

1. That the bidder/proposer 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/proposer 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 decision made by the bidder/proposer 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: \_\_\_\_\_

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

ITB/RFP No. \_\_\_\_\_

Project Name \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:**

- 1) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_
  
- 2) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_
  
- 3) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

NAME OF JOINT VENTURE (If applicable): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
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 estimated 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 Minority/Female Business Enterprises 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 Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_
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)

15.

| <u>Name</u> | <u>Race</u> | <u>Sex</u> | <u>Financial Decisions</u> | <u>Supervision Field Operation</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 Contract Compliance, 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)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)  
\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

**EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT**

This report must be submitted by the tenth day of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply shall result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing 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 of participation in any future contracts awarded by Fulton County.

|                         |                          |
|-------------------------|--------------------------|
| <b>REPORTING PERIOD</b> | <b>PROJECT NAME:</b>     |
| <b>FROM:</b>            | <b>PROJECT NUMBER:</b>   |
| <b>TO:</b>              | <b>PROJECT LOCATION:</b> |

| 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 |
|                        |                     |                 |                     |                                |                 |             |
|                        |                     |                 |                     |                                |                 |             |
|                        |                     |                 |                     |                                |                 |             |
|                        |                     |                 |                     |                                |                 |             |
|                        |                     |                 |                     |                                |                 |             |
|                        |                     |                 |                     |                                |                 |             |
|                        |                     |                 |                     |                                |                 |             |
| <b>TOTALS</b>          |                     |                 |                     |                                |                 |             |

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name)

Notary: \_\_\_\_\_ Date: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, 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

**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**

**SECTION 6**

**INSURANCE AND RISK MANAGEMENT PROVISIONS  
OFFICE FURNITURE, FIXTURES AND EQUIPMENT (FF&E) SUPPLY AND INSTALLATION  
SERVICES FOR THE ATLANTA-FULTON PUBLIC LIBRARY SYSTEM CAPITAL  
IMPROVEMENT PROGRAM, PHASE I**

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

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services 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 provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). 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, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

|                                |             |               |           |
|--------------------------------|-------------|---------------|-----------|
| Employer's Liability Insurance | BY ACCIDENT | EACH ACCIDENT | \$100,000 |
| Employer's Liability Insurance | BY DISEASE  | POLICY LIMIT  | \$500,000 |
| Employer's Liability Insurance | BY DISEASE  | EACH EMPLOYEE | \$100,000 |

**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   | \$2,000,000 |
| Personal and Advertising Injury             | Limits            | \$1,000,000 |
| Damage to Rented Premises                   | Limits            | \$100,000   |

- |   |                     |                         |
|---|---------------------|-------------------------|
| <b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>                 |                     |                         |
| <b>Combined Single Limits</b>                                     | Each Occurrence     | \$1,000,000             |
| (Including operation of non-owned, owned, and hired automobiles). |                     |                         |
| <b>4. UMBRELLA LIABILITY</b>                                      |                     |                         |
| (In excess of above noted coverages)                              | Each Occurrence     | \$1,000,000             |
| <b>5. PROFESSIONAL LIABILITY</b>                                  | Per Claim/Aggregate | \$1,000,000/\$1,000,000 |

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) 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 Professional Liability) 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 General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The insurance for the additional insured shall be as broad as the coverage provided for the named insured Contractor. 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 Insured.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), 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 and notices **must** identify the "Certificate Holder" as follows:

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

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

**Important:**

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

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

To the fullest extent of the 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.

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.

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 7

### SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

#### DEFINITIONS

**Addenda** are written or graphic instruments issued by the **County** prior to the opening of bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections and prior approvals.

**Approved Equal/Substitution** items whose specifications have been reviewed and accepted by the Interior Designer as replacements for those items requested in the solicitation documents.

**Alternate bid** (or alternate) is an amount stated in the bid to be added to or subtracted from the amount of the base bid if the corresponding change in project scope or materials or methods described in the Bidding Documents is accepted.

**Bid** is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.

**Base bid** is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.

**Bidder** is one who submits a bid as a Prime Contractor with the Owner for the work described in the proposed Contract Documents.

**FF&E Contractor/Contractor** is the vendor tasked with furniture, fixture and equipment supply, delivery and installation services.

**Interior Designer** is the Consultant hired by the County to coordinate selection of furniture, fixtures and equipment. Additionally the Interior Designer is the primary point of contact for the FF&E Contractor/Contractor. All furniture delivery schedules are to be coordinated through and accepted by the Interior Designer.

**Owner** is Fulton County Government

**Purchase Order (PO)** A Contract to provide items including goods, materials equipment and services and is intended to have full force and effect of a Contract. A breach of the terms & conditions of a PO constitutes a breach of contract.

**Sub-contractor** is one who submits a bid to a Prime Contractor for materials and/or labor for a portion of the work.

## STANDARDS

Furnish, if requested, certifications from manufacturers to the effect that products provided for this work comply with their referenced requirements specified, including installation criteria. All items shall be standard items as specified in the manufacturers' specifications and premium grade. No modifications to construction of furnishings that would shorten the life or quality of the item specified will be allowed.

## SUBSTITUTIONS

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimensions, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bidding.

Vendors will be given the opportunity to recommend substitutions, however, no substitution will be considered unless written request for approval has been submitted by the bidder and has been received by the **Fulton County Purchasing Department** prior to the question deadline (**November 16, 2012 at 2:00 PM**) specified in Section 1 of this solicitation document. Each such request shall include the name of the product material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cut sheets, performance, test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the bidder to include in his bid all changes required to the Contract Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment provided.

If the County approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

## SCHEDULING AND SEQUENCING

### CONFERENCES

- A. Contractor shall hold a "Scheduling" conference at which all major subcontractors will be represented, together with the Owner, Furnishings Contractor(s) and the Interior Designer on a date to be determined by the Interior Designer.
- B. At this initial conference, the Owner will:
  - 1. Define his use of the property and buildings;
  - 2. Define restrictions on Contractor's use of property, for storage sheds, parking and administration of work.
- C. At this initial conference, Contractor shall distribute a tentative Network Schedule prepared in accordance with provisions included herein.
- D. Scheduling Conferences shall be held and shall develop expediting procedures to keep Project on its planned schedule.

## FURNITURE CONTRACTOR

- A. Job Layout:
  - 1. Verify location, lines and dimensions and report observed errors or inconsistencies to Interior Designer before beginning work.
  - 2. Layout work lines for furnishings.
  - 3. See that work of all trades goes into place in its correct relation to finish work.
- B. Inspection of Job Conditions, before one phase of work follows another, shall be the responsibility of the Contractor in compliance with the specifications:
  - 1. Contractor shall see that joint inspections are made involving all interested parties in relation to accepting the facility as being ready for furnishings and equipment installation.
  - 2. Portions of these inspections will be observed by the Interior Designer and such inspections shall be scheduled to coincide with the Interior Designer's routine visits to the site.
  - 3. After installation of furnishings and equipment is commenced, the Interior Designer will confine his observations to the completed and installed furniture only; it shall be the responsibility of the Contractor to complete inspection procedures of all areas involved.
  - 4. Acceptance of the Work in whole, or in part, by the Interior Designer in no way relieves the Contractor of his obligation to provide various stages of work as well as finished work complying with Contract Documents.

## RECORD DRAWINGS

Before final inspection, turn over to Interior Designer a set of marked-up drawings showing furnishings and equipment locations as they are installed - one (1) set of reproducible and three (3) sets of prints.

## MAINTENANCE MANUAL AND INSTRUCTIONS

- A. The Contractor shall leave all items of furnishings and equipment in good operating condition, and shall give written instructions regarding the care and operation of each item of furniture or equipment requiring such instruction. Such written maintenance shall be submitted to the Interior Designer in triplicate; each set in a three-ring, vinyl-covered binder.
- B. Where the above-described manuals and data are called for under separate sections, they shall be included in the manual described in this Article.
- C. The Owner's delegated representative shall be given instructions, by trained personnel, in care, use, cleaning, maintenance and/or operation procedures for each item. This shall be done in accordance with, and addition to, the above manual.

## STANDARDS

Furnish, if requested, certifications from manufacturers to the effect that products provided for this work comply with their referenced requirements specified, including installation criteria. All items shall be standard items as specified in the manufacturers' specifications and premium grade. No modifications to construction of furnishings that would shorten the life or quality of the item specified will be allowed.

## SUBSTITUTIONS

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimensions, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bidding.

Vendors will be given the opportunity to recommend substitutions, however, no substitution will be considered unless written request for approval has been submitted by the bidder and has been received by the **Fulton County Purchasing Department** prior to the question deadline specified in Section 1 of this solicitation document. Each such request shall include the name of the product material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cut sheets, performance, test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the bidder to include in his bid all changes required to the Contract Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment provided.

If the County approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

## SCHEDULING AND SEQUENCING

### CONFERENCES

- A. Contractor shall hold a "Scheduling" conference at which all major subcontractors will be represented, together with the Owner, Furnishings Contractor(s) and the Interior Designer on a date to be determined by the Interior Designer.
- B. At this initial conference, the Owner will:
  - 1. Define his use of the property and buildings;
  - 2. Define restrictions on Contractor's use of property, for storage sheds, parking and administration of work.
- C. At this initial conference, Contractor shall distribute a tentative Network Schedule prepared in accordance with provisions included herein.
- D. Scheduling Conferences shall be held and shall develop expediting procedures to keep Project on its planned schedule.

- E. The Contractor shall be responsible for scheduling all conferences and shall see that representatives of all interested parties are notified at least 3 normal working days in advance.
- F. The Contractor shall preside at conferences and see that minutes are taken, and that they include all significant proceedings. All meeting minutes shall be approved by the Owner prior to being adopted as record. He shall distribute copies to all interested parties, within 5 days of date of conference, including 4 copies to the Interior Designer.

#### SCHEDULING

- A. Installation is expected to take place as follows: The work to be performed under this contract shall be commenced ten (10) days from receipt of Owner's written instruction to proceed.
- B. Delivery and installation of furniture to be provided in this contract shall coincide with the completion of the general construction contract. Completion of the general construction shall occur after all final inspections are approved and the issuance of an occupancy permit by the city.

All furniture must be delivered, installed in place, and clean within a period of thirty (30) calendar days immediately following the general construction contract completion.

The contractor shall be prepared to furnish all items any time between March 1, 2013 and December 31, 2014. The Owner reserves the right to adjust these "delivery windows" in the event of unusual, unforeseen events. In an effort to minimize problems with delivery of furniture and conflicts with this contract, the designer shall issue written updated completion schedules to successful contractors during the first week of each month.

The contractor shall be responsible for all coordination of the delivery of furniture to be provided as required, to coincide with the completion of the general construction contract. No furniture shall be delivered and stored on the site prior to its installation unless previous arrangements have been made with the owner. The contractor shall be responsible for any and all storage of furniture prior to delivery and installation.

#### SEPARATE CONTRACTS

- A. The Interior Designer will see that copies of progress schedules of other prime contractors are made available to this Contractor.
- B. Contractor shall coordinate his work plan and scheduling of work for this contract with those of other prime contractors, and shall provide copies of the work scheduling of this contract to those prime contractors whose work is to be coordinated with this work. All schedule coordination shall be coordinate with the Interior Designer.

#### CLEANING

#### DESCRIPTION

- A. Contractor at all times shall keep premises free from accumulation of waste materials or rubbish caused by him or his subcontractors' operations.

- B At completion of the Work, he shall remove waste materials and rubbish from and about the Project as well as his tools, installation equipment, machinery and surplus materials.

#### OWNER'S RIGHT TO CLEAN

- A. If Contractor fails to clean up as herein specified, the Owner may do so and cost thereof shall be charged to Contractor as provided in Paragraph 3.06 of the GENERAL CONDITIONS.
- B. If disputes arise between separate prime contractors as to their responsibilities for cleaning up as specified herein, the Owner may clean up and charge the cost thereof to the several contractors as the Designer will determine to be just.

#### COLLECTION OF INSTALLATION RUBBISH

- A. The premises and the areas in which the Work is performed shall be maintained in a reasonably neat and orderly condition by the Contractor and kept free from the work areas at the end of each working day. If the premises are not maintained properly, the Owner may have any accumulations of waste materials or trash removed and charged such costs to the Contractor as the Designer shall determine to be appropriate.
- B. Floors shall be kept "clean" during the course of the Work. Contractor shall remove dust, dirt, stains and finger marks from all finished wood, metal, marble or glass surfaces, pertaining to his portion of the Work before final acceptance of the Work by the Owner.
- C. Upon completion of the Work, the Contractor shall remove from the premises all of his installation equipment and surplus materials and rubbish resulting from the Work.

#### CLEANING MATERIALS AND METHODS

In accordance with manufacturer's instructions for the material cleaned, use cleaning materials only on surfaces recommended by cleaning material manufacturer. Cleaning shall result in a uniform-appearing finish surface, clean of foreign matter and undamaged as to its factory or job finished color, sheen, texture and general appearance. Where cleaning operations begin or stop shall not be evident in the finished Work. Do not damage or mar adjacent work with cleaning materials or procedures.

### FURNITURE

#### SCOPE

This Section includes the furnishing, delivery to the site, and installation of furniture so that it is ready for use, and in normal operating order, before acceptance by the Owner.

#### LOCATION OF WORK

Location of project on which Work is to be performed is:  
Alpharetta Branch Library L001  
East Roswell Branch Library L002  
Milton Branch Library L003  
Northwest Atlanta Branch Library L004  
Palmetto Branch Library L005

Milton Branch Library L003  
Northwest Atlanta Branch Library L004  
Palmetto Branch Library L005  
Southeast Branch Library L006  
Stewart Lakewood Branch Library L007  
Wolf Creek Branch Library L008  
Auburn Avenue Research Library L009  
South Fulton Branch Library L0010

#### DESCRIPTION OF WORK

Work includes but is not limited to the furnishing and installation of office/library furniture fixtures, equipment and related materials.

#### SCOPE OF WORK

Except for Work indicated as being excluded, the Work under one or more contracts includes all Work shown on the drawings or described in these specifications. All Work shall be done in compliance with the drawings and specifications. The Work included may be awarded under several contracts to several contractors.

#### SPECIFICATIONS

Specifications governing this Work contain the divisions and sections listed on the index pages of this document.

It shall be the responsibility of each contractor, subcontractor, fabricator and any others doing work on this project to be thoroughly familiar with all the Contract Documents issued by the Interior Designer.

#### QUALITY

All items to be furnished under this Section must be for the items specified and/or detailed on the applicable drawings, or approved through prior addenda as equal.

It is the intent of the General Specifications for Furnishings to strive for a quality level which is to be maintained by each product or item throughout the project. Refer to (paragraph 3.3 in instructions for bidders), for procedures regarding the evaluation of quality and the process for application for written approval of substitute manufacturers.

#### MOVE-IN PLANS

Contractor shall be responsible for preparing move-in plans including applied numbering systems as necessary (subject to Owner's approval.)

#### ITEMS TO BE INCLUDED

Only those items which are specified in Group A through Group F of the Index contained in this document are to be included. Contractor must bid the quantities noted on the Bid Forms.

All components necessary for the complete and total function, operation, and aesthetic aspects of a product shall be provided, whether stated or not.

#### BIDDING PROCEDURES: SUBSTITUTIONS OF PRODUCTS, MATERIALS AND/OR FINISHES

Bids shall be based upon the products, materials and finishes named, or pre-approved equal.

## SCHEDULE OF ITEMS

Group Letters for furnishings are based upon the following schedules:

| GROUP LETTERS | ITEMS                            | MANUFACTURES            |
|---------------|----------------------------------|-------------------------|
| A             | Workstation                      | Global                  |
| B             | Seating                          | All Seating & Keilhauer |
| C             | Tables                           | Fixtures                |
| D             | Modular Furniture Panels Systems | Teknion                 |
| E             | Steel Book Stacks                | Tennessee               |
| F             | Metal Book Trucks                | Smith Systems           |

## COLORS OF FACTORY-FINISHED EQUIPMENT AND FABRIC

Colors of factory-finished equipment, when specified to be selected by the Interior Designer may be other than the manufacturer's standard colors; in such cases, special colors shall be provided as required. Submit samples of all colors, standard or special, for the Interior Designer's approval and coordination. Submit cuttings of all fabrics for verification before applying special finishes or treatments to fabrics, i.e. Scotchgard, Teflon, fire retardant finishes, etc.

All unused C.O.M. (Customer's Own Material) fabric from each manufacturer is to be returned to Owner.

If custom colors are specified for metal shelving additional paint shall be kept on hand by the manufacturer for at least five years. Furnishings specifications follow.

**FURNISHINGS & GENERAL SPECIFICATIONS**

**FURNISHINGS INDEX**

| ITEM NO. | ITEM | MANUFACTURER |
|----------|------|--------------|
|----------|------|--------------|

**GROUP "A" FURNITURE**

|     |             |        |
|-----|-------------|--------|
| 100 | Workstation | GLOBAL |
|-----|-------------|--------|

**GROUP "B" SEATING**

|     |              |            |
|-----|--------------|------------|
| 200 | Task Seating | ALLSEATING |
| 201 | Task Stool   | ALLSEATING |
| 202 | Stack Chair  | KEILHAUER  |

**GROUP "C" TABLES**

|     |                |          |
|-----|----------------|----------|
| 300 | Flip Top Table | FIXTURES |
|-----|----------------|----------|

**GROUP "D" MODULAR FURNITURE PANEL SYSTEMS**

|     |                   |         |
|-----|-------------------|---------|
| 400 | Systems Furniture | TEKNION |
| 401 | Systems Furniture | TEKNION |
| 402 | Systems Furniture | TEKNION |
| 403 | Systems Furniture | TEKNION |

**GROUP "E" STEEL BOOK STACKS**

|     |                   |         |
|-----|-------------------|---------|
| 500 | Steel Book Stacks | TENNSCO |
| 501 | Steel Book Stacks | TENNSCO |
| 502 | Steel Book Stacks | TENNSCO |
| 503 | Steel Book Stacks | TENNSCO |
| 504 | Steel Book Stacks | TENNSCO |
| 505 | Steel Book Stacks | TENNSCO |
| 506 | Steel Book Stacks | TENNSCO |
| 507 | Steel Book Stacks | TENNSCO |
| 508 | Steel Book Stacks | TENNSCO |

**GROUP "F" METAL BOOK TRUCKS**

|     |            |               |
|-----|------------|---------------|
| 600 | Book Truck | SMITH SYSTEMS |
| 601 | Book Truck | SMITH SYSTEMS |
| 602 | Book Truck | SMITH SYSTEMS |
| 603 | Book Truck | SMITH SYSTEMS |
| 604 | Book Truck | SMITH SYSTEMS |

**ITEM DESCRIPTION**

**GROUP A**

Item Number: 100

Item: Workstation

Manufacturer & Number: Global, Princeton or Approved Equal

Description: Princeton series, U-shape casework with painted metal mobile pedestal, laminate three (3) shelf bookcase @ 36W x 15"D, painted metal lateral file 36"W, closed and lockable overhead storage, LED task lighting under overhead, tackable surface under overhead storage, desk with partial modesty panel, LED desk light, keyboard tray, monitor arm, grommets, CPU holder. For additional information, see drawings below.

Dimensions:

Overall: 7'-8" x 10'-0"

Worksurface thickness: 1"

End Panels: 1 1/2" thick on desks and credenzas.

Cabinet End Panels: 11/16" thick

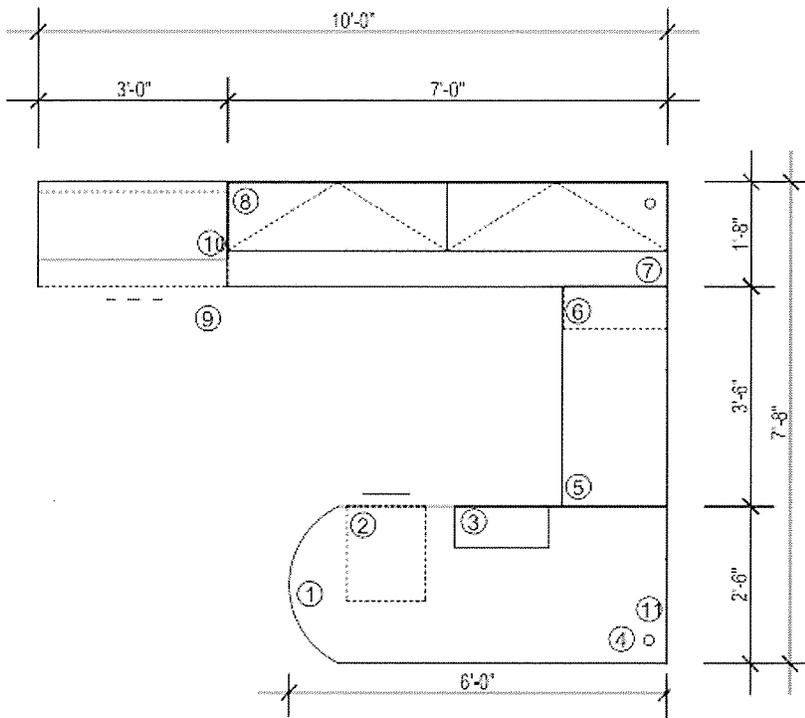


Image for reference only. May not be exact.

Components List:

1. Work surface with modesty panel
2. Box/Box/File Pedestal with integral pull
3. Adjustable keyboard tray
4. Grommet for power and data
5. Return work surface
6. CPU Holder
7. Credenza
8. Enclosed overhead storage with LED task light
9. 2 drawer lateral file, with integral pull
10. 2 shelf bookcase
11. Monitor arm

General Notes:

- GN1. All painted metal surfaces and brackets to be matching finishes  
 GN2. All work surfaces to be plastic laminate  
 GN3. All files to be painted metal

Finishes: Select from Manufactures standard finishes.

| QUANTITY | LOCATION  |
|----------|---|
| 1        | Alpharetta Branch Library L001  |
| 1        | East Roswell Branch Library L002  |
| 1        | Milton Branch Library L003  |
| 1        | Northwest Atlanta Branch Library L004   |
| 1        | Palmetto Branch Library L005  |
| 1        | Southeast Branch Library L006   |
| 1        | Stewart Lakewood Branch Library L007  |
| 1        | Wolf Creek Branch Library L008  |
| *5       | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 1        | South Fulton Branch Library L0010   |
| <hr/>    |   |
| *14      |   |

**REQUIREMENTS**

- General
  - 45lb density particle board substructure with high performance thermally fused laminate.
  - Tops are thermally fused laminate on both sides, finished on all sides with a 3MM matching edge band.
  - Standard leveling glides.
  - Mobile pedestals standard with front locking casters.
- Modesty Panels:
  - Standard modesty panels on desk, returns and bridges.
  - Flush on freestanding returns.
  - Recessed 6" deep on 36" desks.
  - Bottom of modesty panel: 17 3/4" AFF

• **9300 / 9300P SERIES LATERAL FILE SPECIFICATIONS**

- A. Drawers have been weight tested at 130 lbs. for a 42", 110lbs. For a 36", 93lbs. for a 30"
- B. Cases and components are painted with a high-solids polyester paint electro-statically applied to 1 mil + thickness and baked at 340 degrees for 15 minutes to a hard durable finish. Polyester paint has a higher resistance to ultra violet rays and therefore has better color stability than standard alkyd enamel paints.
- C. This cabinet passes ANSI-BIFMA and CGSB 44.1 with counterweight option.
- D. Limited lifetime warranty (Locks and Slides 20 years.)
- E. Steel is prime cold rolled commercial quality.
- F. Gauges of metal:

|                      |               |  |
|----------------------|---------------|--|
| Top: 20ga            | Sides: 20ga   | Back: 20ga                                 |
| Base: 18ga           | Fronts: 22ga  | Drawer body: 18ga sides 19ga back & bottom |
| Posting shelf : 18ga | Slides: 18 ga | Support gussets: 16 ga                     |

\*New slides (3/14/2005) inner & middle channel 15 ga outer channel 14 ga.
- G. Dimensions of cabinet:

|                   |                    |                                   |
|-------------------|--------------------|-----------------------------------|
| <b>Depth:</b> 18" | <b>Width:</b> 30"  | <b>Height:</b> 2drawer at 27 1/8" |
|                   | <b>Width:</b> 36"  | <b>Height:</b> 3drawer at 40 1/2" |
|                   | <b>Width :</b> 42" | <b>Height:</b> 4drawer at 54"     |
|                   |                    | <b>Height:</b> 5drawer at 65 1/4" |

**ITEM DESCRIPTION**

**GROUP B**

Item Number: 200

Item: Task Chair

Manufacturer & Number: Allseating 78040-T2-FM-mesh back color option -AW-SS-F2-ST or Approved Equal

Description: Inertia task chair, width and height adjustable arms, seat slider, height adjustable back, synchro tile, mesh back, and upholstered seat.

Dimensions:

|                 |              |
|-----------------|--------------|
| Overall Height: | 39.5-40.75"  |
| Seat Height:    | 16.5"-20.75" |
| Overall Width:  | 28"          |
| Seat Width:     | 18.5"        |
| Overall Depth:  | 28"          |
| Seat Dept:      | 18"          |
| Back Width:     | 19"          |
| Back Height:    | 20"          |



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

| QUANTITY | LOCATION  |
|----------|---|
| 29       | Alpharetta Branch Library L001  |
| 19       | East Roswell BranchLibrary L002   |
| 25       | Milton Branch Library L003  |
| 25       | Northwest Atlanta Branch Library L004   |
| 13       | Palmetto Branch Library L005  |
| 19       | Southeast Branch Library L006   |
| 27       | Stewart Lakewood Branch Library L007  |
| 27       | Wolf Creek Branch Library L008  |
| *45      | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 30       | South Fulton Branch Library L0010   |

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**ITEM DESCRIPTION**

Item Number: 201

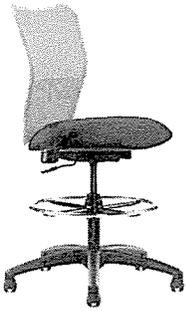
Item: Task Stool

Manufacturer & Number: Allseating 78019-T2-FM- mesh back color option -F2

Description: Inertia task stool, armless, adjustable height, fixed seat, mesh back, foot rest

Dimensions:

|                 |        |
|-----------------|--------|
| Overall Height: | 40-48" |
| Overall Width:  | 28"    |
| Seat Width:     | 18.5"  |
| Overall Depth:  | 28"    |
| Seat Depth:     | 18"    |
| Back Width:     | 19"    |
| Back Height:    | 20"    |



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

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| QUANTITY | LOCATION  |
|----------|---|
| 1        | Alpharetta Branch Library L001  |
| 1        | East Roswell BranchLibrary L002   |
| 1        | Milton Branch Library L003  |
| 1        | Northwest Atlanta Branch Library L004   |
| 1        | Palmetto Branch Library L005  |
| 1        | Southeast Branch Library L006   |
| 1        | Stewart Lakewood Branch Library L007  |
| 1        | Wolf Creek Branch Library L008  |
| *5       | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 1        | South Fulton Branch Library L0010   |

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## 2.0 Product Specifications

### 2.1: Casters

- Standard 65mm (2.55") Hard (Carpet Casters) are reinforced nylon.
- Twin-wheeled, Non-hooded.

### 2.2: Base

- Standard 27" scuff resistant, reinforced nylon base

### 2.3: Height Adjustment Cylinder

- Standard Gas-assisted, 4.25" travel cylinder

### 2.4: Mechanism

- Mechanism Types include:
  - **Synchro-Tilt (ST):** Back tilts 2 degrees for every 1 degree the seat tilts [4 Position Tilt-Lock or left in Free flow]

### 2.5: Seat

- molded plywood

### 2.6: Back

- Steel tubing (14 gauge, 7/8" diameter)

### 2.7: Mesh

- 100% polyester

### 2.8: NA

### 2.9: Arms

- **Task 2 Arms:**
  - Constructed of steel, plastic, and polyurethane armcaps

### 2.10: Foam

- molded seat foam for seat
- Optional slab polyurethane seat foam
- Upholstered back features slab polyurethane foam
- HCFC and CFC free

### 2.11: Upholstery

- All of Allseatings standard and graded-in fabrics are available

### 5.3: Inertia Task Stool

Base is made from reinforced nylon

Swivel Mechanism made of stamped steel construction/ epoxy powder coat paint

Foot-ring: made of aluminum and steel tube

Standard 8" travel pneumatic cylinder (gas assist).

**Seat Height:** 20-28" Standard; 22-32"

**6.0 NA**

**7.0 Environment**

Greenguard Certified for Indoor Air Quality

Download certificates at [www.greenguard.org](http://www.greenguard.org)

**7.1: Recycled Content**

Task Chair

% Pre-Consumer

17% Post Consumer

**17% Recycled Content**

---

**78% Recyclable**

**8.0 Test Standards**

**Structural Testing:**

BIFMA X5.1-2002

(09-03-C0104B; 09-03-C0244; 09-03-C0104A;

09-03-C0254A;

**Ergonomic and Measurement Standards:**

10-03-C0269)

CGSB 44.232-2002

(09-03-C0104C;

09-03-C0104D) GPD-6

(MI-7-2431-3; MI-7-2431-4)

HFES100-2007

**Flammability:**

CAL TB133 (only approved configurations and fabrics)

CAL TB117 (all configurations and fabrics)

**ITEM DESCRIPTION**

Item Number: 202

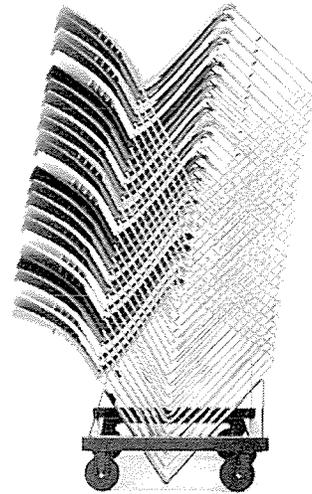
Item: Stack Chair

Manufacturer & Number: Keilhauer 2300 or Approved Equal

Description Mimic armless stack chair with poly seat and flex back

Dimensions:

|                         |        |
|-------------------------|--------|
| Overall Height:         | 32.5"  |
| Seat height:            | 17.5"  |
| Backrest height:        | 14.5"  |
| Backrest angle:         | 103°   |
| Backrest to seat angle: | 96.5°  |
| Seat pan angle:         | 6.5°   |
| Overall width:          | 19.5"  |
| Seat width:             | 17.8"  |
| Backrest width:         | 17.5"  |
| Overall depth:          | 22.25" |
| Overall weight:         | 15 lbs |



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

| QUANTITY | LOCATION  |
|----------|---|
| 12       | Alpharetta Branch Library L001  |
| 6        | East Roswell Branch Library L002  |
| 137      | Milton Branch Library L003  |
| 137      | Northwest Atlanta Branch Library L004   |
| 4        | Palmetto Branch Library L005  |
| 74       | Southeast Branch Library L006   |
| 152      | Stewart Lakewood Branch Library L007  |
| 137      | Wolf Creek Branch Library L008  |
| *100     | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 132      | South Fulton Branch Library L0010   |
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| *891     |   |

**REQUIREMENTS**

Frame Construction: Rod Steel  
 Back Assembly: Polypropylene  
 Stacking quantity on dolly: Up to 25  
 Weight Limit: 250lbs

Dolly:

Material: Steel  
 Dimensions: 22.5"W x 30"D x 15"H  
 Dimensions with 25 chairs: 22.5"W x 45"D x 66.5"H

NOTE: Dimensions are per Universal Measurement Procedure using the BIFMA Chair Measuring Device.

GREENGUARD CERTIFIED- Certificate #21770-410

**ITEM DESCRIPTION**

**GROUP C**

Item Number: 300

Item: Flip Top Table

Manufacturer & Number: Fixtures LNTR2460CF- leg finish - laminate color - LD - urethane edge color -ML-CS-GM

Description: Dewey, flip top table, modesty panel on lockable casters with grommet.

Dimensions: 24W" x 60L"x29"H



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

| QUANTITY | LOCATION  |
|----------|---|
| 0        | Alpharetta Branch Library L001  |
| 0        | East Roswell BranchLibrary L002   |
| 20       | Milton Branch Library L003  |
| 20       | Northwest Atlanta Branch Library L004   |
| 8        | Palmetto Branch Library L005  |
| 12       | Southeast Branch Library L006   |
| 25       | Stewart Lakewood Branch Library L007  |
| 20       | Wolf Creek Branch Library L008  |
| *35      | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 12       | South Fulton Branch Library L0010   |
| <hr/>    |   |
| *152     |   |

## **REQUIREMENTS**

**General:** The tables shall be of heavy-duty commercial type, designed and engineered to withstand usage and rough handling in public buildings.

**Standards:** Meets or exceeds applicable ANSI/BIFMA durability and safety standards and are SCS Indoor Advantage Gold and BIFMA level 1 certified.

**Standard Table Tops:** 1 1/8" thick high pressure laminate, particle board core, edged and backed with moisture-resistant coverings to form a completely sealed outside surface. 60" tables must have steel support channel to promote level worksurface.

**Edges:** urethane edge with thickness of 1-1/8" on all sides.

**Legs:** C-legs with lockable caster.

### **Table Options:**

**Flip-top Mechanism:** 7" gauge steel plate allows table top to stand upright, locking arm to prevent top from falling; swing bolt and threaded knob secure table top in work position. The 24" deep tables nest approximately 9.5" deep.

**Casters:** Locking 60mm dual wheel. Components: charcoal outer or cool grey inner.

**Aluminum Frame Modesty Panel:** Attaches to table legs and the high pressure laminate. 12" height with 3.5" gap between worksurface and modesty panel gap increases up to an additional 1.5" with flip-top mechanisms.

**Grommets:** Available.

**ITEM DESCRIPTION**

**GROUP D**

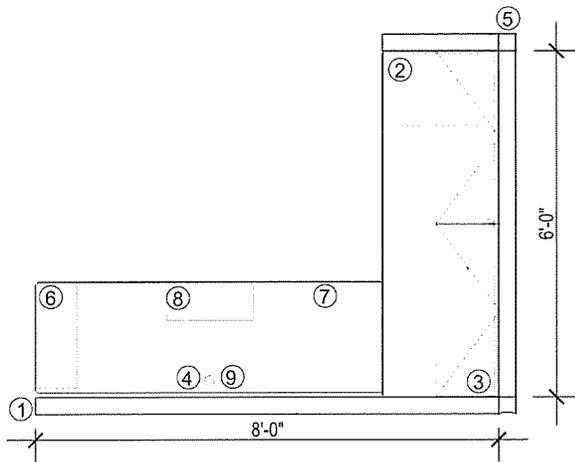
Item Number: 400

Item: Systems Furniture

Manufacturer & Number: Teknion, Leverage Panel System or Approved Equal

Description: Leverage Systems, painted metal pedestals, 6'-0" Long; closed, lockable overhead with LED task lighting, adjustable keyboard tray, monitor arm, slatwall type panel with accessories, LED desk lamp, 2 grommets. See drawings for additional layout detail.

Dimensions: 6'-0" x 8'-0"



*Image for reference only. May not be exact.*

**Components List:**

12. 42" High Panel
13. Box/Box/File Pedestal with integral pull
14. Overhead storage w/LED task light
15. Grommet for power and data
16. 66" High Panel with tackboard surface on worksurface side
17. CPU Holder
18. 2'-0" x 5'-0" work-surface, plastic laminate
19. Articulating keyboard tray
20. Monitor arm

**General Notes:**

- GN1. All painted metal surfaces and brackets to be matching finishes
- GN2. All work surfaces to be plastic laminate
- GN3. All files to be painted metal

Finishes: Select from Manufactures standard finishes.

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| QUANTITY | LOCATION  |
|----------|---|
| 3        | Alpharetta Branch Library L001  |
| 2        | East Roswell BranchLibrary L002   |
| 3        | Milton Branch Library L003  |
| 3        | Northwest Atlanta Branch Library L004   |
| 0        | Palmetto Branch Library L005  |
| 2        | Southeast Branch Library L006   |
| 3        | Stewart Lakewood Branch Library L007  |
| 3        | Wolf Creek Branch Library L008  |
| *12      | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 3        | South Fulton Branch Library L0010   |

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## ITEM DESCRIPTION

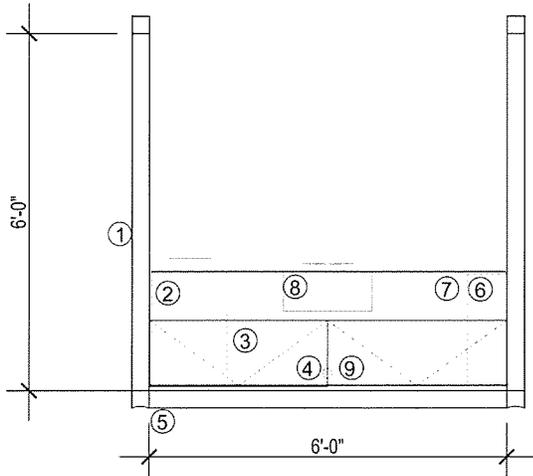
Item Number: 401

Item: Systems Furniture

Manufacturer & Number: Teknion, Leverage Panel System or Approved Equal

Description: Leverage Systems, painted metal pedestals, 6'-0" Long; closed, lockable overhead with LED task lighting, adjustable keyboard tray, monitor arm, slatwall type panel with accessories, LED desk lamp, 2 grommets. See drawings for additional layout detail.

Dimensions: 6'-0" x 6'-0"



*Image for reference only. May not be exact.*

### Components List:

1. 42" High Panel
2. Box/Box/File Pedestal with integral pull
3. Overhead storage w/LED task light
4. Grommet for power and data
5. 66" High Panel with tackboard surface on worksurface side
6. CPU Holder
7. 2'-0" x 5'-0" work-surface, plastic laminate
8. Articulating keyboard tray
9. Monitor arm

### General Notes:

- GN1. All painted metal surfaces and brackets to be matching finishes  
GN2. All work surfaces to be plastic laminate  
GN3. All files to be painted metal

Finishes: Select from Manufactures standard finishes.

| QUANTITY | LOCATION  |
|----------|---|
| 7        | Alpharetta Branch Library L001  |
| 7        | East Roswell Branch Library L002  |
| 7        | Milton Branch Library L003  |
| 7        | Northwest Atlanta Branch Library L004   |
| 5        | Palmetto Branch Library L005  |
| 7        | Southeast Branch Library L006   |
| 7        | Stewart Lakewood Branch Library L007  |
| 7        | Wolf Creek Branch Library L008  |
| *15      | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 8        | South Fulton Branch Library L0010   |

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**ITEM DESCRIPTION**

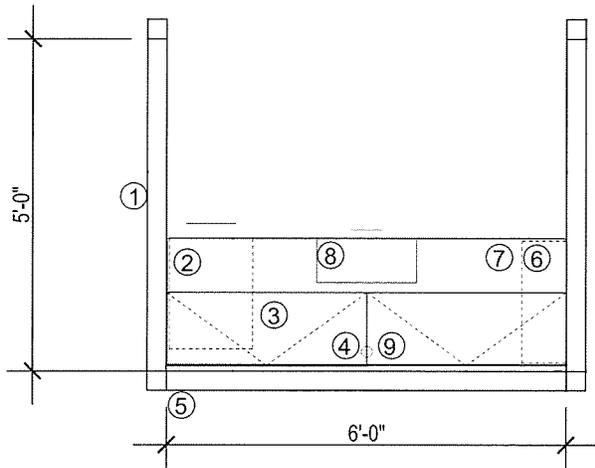
Item Number: 402

Item: Systems Furniture

Manufacturer & Number: Teknion, Leverage Panel System or Approved Equal

Description: Leverage Systems, painted metal pedestals, 6'-0" Long; closed, lockable overhead with LED task lighting, adjustable keyboard tray, monitor arm, slatwall type panel with accessories, LED desk lamp, 2 grommets. See drawings for additional layout detail.

Dimensions: 6'-0" x 5'-0"



*Image for reference only. May not be exact.*

**Components List:**

1. 42" High Panel
2. Box/Box/File Pedestal with integral pull
3. Overhead storage w/LED task light
4. Grommet for power and data
5. 66" High Panel with tackboard surface on worksurface side
6. CPU Holder
7. 2'-0" x 5'-0" work-surface, plastic laminate
8. Articulating keyboard tray
9. Monitor arm

**General Notes:**

- GN1. All painted metal surfaces and brackets to be matching finishes
- GN2. All work surfaces to be plastic laminate
- GN3. All files to be painted metal

Finishes: Select from Manufactures standard finishes.

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| QUANTITY | LOCATION  |
|----------|---|
| 5        | Alpharetta Branch Library L001  |
| 3        | East Roswell Branch Library L002  |
| 5        | Milton Branch Library L003  |
| 5        | Northwest Atlanta Branch Library L004   |
| 3        | Palmetto Branch Library L005  |
| 3        | Southeast Branch Library L006   |
| 5        | Stewart Lakewood Branch Library L007  |
| 5        | Wolf Creek Branch Library L008  |
| *15      | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 5        | South Fulton Branch Library L0010   |

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## ITEM DESCRIPTION

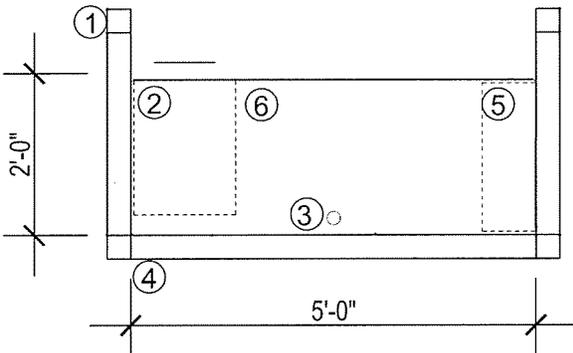
Item Number: 403

Item: Systems Furniture

Manufacturer & Number: Teknion, Leverage Panel System or Approved Equal

Description: Leverage Systems, painted metal pedestals, 5'-0" Long; closed, lockable overhead with LED task lighting, adjustable keyboard tray, monitor arm, slatwall type panel with accessories, LED desk lamp, 2 grommets. See drawings for additional layout detail.

Dimensions: 2'-0" x 5'-0"



*Image for reference only. May not be exact.*

### Components List:

1. 42" High Panel
2. Box/Box/File Pedestal with integral pull
3. Grommet for power and data
4. 66" High Panel with tackboard surface on worksurface side
5. CPU Holder
6. 2'-0" x 5'-0" work-surface, plastic laminate

### General Notes:

- GN1. All painted metal surfaces and brackets to be matching finishes
- GN2. All work surfaces to be plastic laminate
- GN3. All files to be painted metal

Finishes: Select from Manufactures standard finishes.

| QUANTITY | LOCATION  |
|----------|---|
| 9        | Alpharetta Branch Library L001  |
| 4        | East Roswell Branch Library L002  |
| 9        | Milton Branch Library L003  |
| 9        | Northwest Atlanta Branch Library L004   |
| 2        | Palmetto Branch Library L005  |
| 4        | Southeast Branch Library L006   |
| 9        | Stewart Lakewood Branch Library L007  |
| 9        | Wolf Creek Branch Library L008  |
| *18      | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 9        | South Fulton Branch Library L0010   |

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## **REQUIREMENTS**

### **1.0 Panels**

- 1.1** Panels shall have field removable, acoustical/tackable, architectural and glass elements
- 1.1.a** Panel frame must be non-progressive, fully constructed, fully assembled and unitized
  - 1.1.b** Elements can be re-upholstered in the field
  - 1.1.c** Elements shall be removable on both sides of panel for easy wire access and management
  - 1.1.d** All acoustic elements are also tackable
  - 1.1.e** Glass elements shall be constructed of single pane, clear and frosted tempered glass
  - 1.1.f** Architectural glazed element shall be constructed of single pane, clear and frosted tempered glass with a choice of 5 different patterns
  - 1.1.g** Fabric elements shall be constructed of galvanized steel frame and designed with straight, horizontal edges. Each element shall have its own solid septum and be fabric wrapped and glued with a non-toxic, water based adhesive and reinforced with metal access clips
  - 1.1.h** Acoustical elements shall have a minimum NRC and STC ratings of .65 and 20, respectively
  - 1.1.i** Typical 66" high panel has a 6" metal base with two 30" elements or any element configuration of 15" or 30" and face-mounted electrical within the element
  - 1.1.j** Electrical outlets must be secured to the panel frame.
- 1.2** Panel frame shall be constructed of welded steel which forms a rigid, structural frame to which outer cover pads and elements are applied.
- 1.2.a** Construction of minimum 20 gauge, cold rolled steel welded to form a rigid structure incorporating all load-bearing pilasters, together with leveling and connecting fittings for attachment of skin surface. One-piece construction, full height of panel with an epoxy powder finish.
  - 1.2.b** Frame shall have 1" incremental slots designed to accept cantilevers and overhead components for vertical hanging of 3" increments.
- 1.3** Panels shall be equipped with adjustable leveler glides formed of cold rolled steel with a welded cup. Glide cup shall be coated with durable and rust-resistant epoxy. Glide receiver shall be constructed of cold rolled steel welded to the panel vertical for maximum stability and rigidity with maximum leveling of adjustment range of 3".
- 1.4** Panels shall permit add-on of stacking modules with lay in trough to increase panel height on site at any time without dismantling or replacing panel
- 1.4.a** Two 15" add on modules (glazed or fabric) can be added to base panels of any height building to an overall maximum height of 96".
  - 1.4.b** The first stack on unit is structural

- 1.5 Panels shall be 3" thick and must permit distribution of fiber optic and communication cables without damage to the cable. Panels must provide capacity and protection for goof loops and connectors.
- 1.6 Panels shall have an option of both below the worksurface above the base and desk height, face mounted electrical access and can be interchanged in the field.
  - 1.6.a Power shall be accessed at work surface or above base height on either side of the panel by means of duplex outlets. In addition, panel options shall permit power access at above worksurface or 18" AFF (above finished floor) heights. This includes multiple outlets within a single panel.
- 1.6.b Standard panel can be upgraded to a semi-segmented or segmented panel in the field
- 1.7 Panel connections shall be sealed to conceal electrical wiring
  - 1.7.a Provide for panel- to -panel connections with "posi -locks" and spring clips without intermediate components, concealing connector within finished panel
  - 1.7.b There shall be no panel creep from panel to panel connections
  - 1.7.c All Panels shall have a standard lay in trough that accommodates a 3" x 1-1/8" lay-in trough at the top of panel to house 60 CAT 5/6 cables.
- 1.7.d Corner braces shall be available for all panel connections and one panel end trim shall be used for connectors and panels.
  - 1.7.e Corner connections are available in 90°, 90°/180°, 3-way, 4-way, 180° and 120° configurations.
  - 1.7.f Panels can connect off module utilizing standard hardware. No defacing of elements occurs
- 1.8 Panels shall be available in the following approximate base heights 36", 42", 51", 66" and 81" (Various additional heights available with use of Add-ons)
- 1.9 Panels shall be available in the following widths: 24", 30", 36", 42", 48", 54" and 60"
- 1.10 Panels must be capable of being flush against the wall and attached with hardware

**Panel Technical Table**

|                           |  |
|---------------------------|--|
| <b>Heights</b>            | Standard heights: 36", 42", 51", 66", 81" with add on  |
| <b>Width</b>              | Standard widths: 24", 30", 36", 42", 48", 54", 60"   |
| <b>Thickness</b>          | Panel thickness, including elements is 3"  |
| <b>STC</b>                | 20   |
| <b>NRC</b>                | .65  |
| <b>Construction</b>       |  |
| <b>Base</b>               | The panel frame is constructed of welded steel with an integrated baseboard  |
| <b>Connector</b>          | Leverage panels connect using a metal to metal interlocking mechanism (posi-lock)  |
| <b>Panel</b>              | The panel frame is constructed of welded 20 gauge steel that forms a rigid, structural frame, covered with outer cover pads and accessory elements |
| <b>Leveling Guides</b>    | Leverage panels come equipped with base levelers with an adjustment range of 3" to allow for consistency of panel height                           |
| <b>Finishes</b>           | Epoxy-powder   |
| <b>Top Cap</b>            | Top cap is made with Aluminum  |
| <b>Upholstery</b>         | Polyester and various blends   |
| <b>Change in Field</b>    | Yes  |
| <b>Panel Fillers</b>      | Fiberglass center (type HV26 – 5/8" thick with a 1.44 P.C.F. density)  |
| <b>Panel to Component</b> | Connected by various means   |
| <b>Privacy Screen</b>     |  |
| <b>Height</b>             | 51", 66", 81"  |
| <b>Width</b>              | 36", 42"   |

**2.0 Electrical Power**

**2.1** Provide a 4, 5, 7 and 8 wire solution

**2.1.a**

Four-wire solution shall be a 120/140-volt single-phase system comprised of two (2) circuits rated at 20 amps each. System contains a single neutral and ground.

**2.1.b**

Five-wire solution shall be a 120/140-volt single-phase system comprised of three (3) circuits rated at 20 amps each. System contains a single neutral and ground.

**2.1.c**

Seven-wire solution shall be a 120/140-volt single-phase system comprised of three (3) circuits rated at 20 amps each. System contains 2 neutrals and 2 grounds.

**2.1.d**

8N-Eight-wire solution shall be a 120/140-volt single-phase system comprised of four (4) circuits rated at 20 amps each. System contains 2 neutrals and 2 grounds.

**2.1.e**

8T-Eight-wire solution shall be a 120/140-volt single-phase system comprised of three (3) circuits rated at 20 amps each. System contains 2 neutrals and 2 grounds.

**2.1.f**

8K-Eight-wire solution shall be a 120/140-volt single-phase system comprised of three (3) circuits rated at 20 amps each. System contains 2 neutrals and 2 grounds.

**2.1.g**

Power must run from panel to panel without going outside of panel.

**2.1.h**

Electrics shall be modular and non-dedicated to panels allowing for reconfiguration

**2.2**

Receptacle outlets shall be 15 or 20 amps each. Identification numbers of all circuits shall be printed on the face of each receptacle. The isolated circuit receptacle shall be symbol displayed.

**2.2.a**

Receptacle outlets shall be accessed at base, ADA base (18" AFF), work surface or standing height (48" AFF). All within the elements.

**2.2.b**

Receptacle outlets shall be duplex outlets as noted drawing

**2.3**

Connection from the main building supply to the panel

**2.3.a**

For base entry, power shall be activated through lower base element of panel. Power shall enter at either end of the panel width and at a height 6 inches from the floor by means of a base electrical feed or junction box and feed placed behind lower base element.

**2.3.b**

For ceiling entry, power shall be activated through a power pole and shall be painted the same color as the panel frame. Power pole entry shall be located anywhere at the top of the panel.

**2.3.c**

Multiple stations shall be powered from a single electrical feed. The number shall depend on the amount of power loaded into each workstation, not the capacity of the panel.

**2.3.d**

Power pole has built in septum for the separation of voice and data

**2.4**

Task lights shall mount under shelf or hanging cabinet in a fixed or movable location or shall be freestanding.

**2.4.a**

Task light shall use an energy efficient cool white fluorescent tube that is mounted in a case-

sheet steel housing. The lens shall snap into extruded polycarbonate.

**2.4.b**

Prismatic exterior controls light diffusion while remaining firmly in place. Instant starts must insure immediate illumination. Plunger switch shall be located at one side only and task light must not be handed

**2.4.c**

Units shall come with a wire management encasement that holds the electrical cord and attaches into the vertical panel slots. Bulbs to be included.

**2.5**

Systems shall accommodate International electrical communication requirements.

**2.5.a**

Base feed, receptacle box and power distribution box enclosures approved by the Chicago electrical code must be provided. These enclosures must permit the mounting of base feed and receptacles in the same locations as in the regular non-Chicago solution such that no modifications of the panel frame or Power/communications elements are required, apart from cutting an opening in the element for any base feed that is installed.

**2.5.b**

System must offer a split 18" base feed allowing for New York electrical.

**Electrical Power Technical Table**

4 wire with 2 general circuits, 5 wire with 3 general circuits, 7 wire with 2 general circuits and 1 isolated, 8 wire with 3 general and 1 isolated, 8 wire

**Wire Configurations**      separate neutral with 2 general circuits and 1 isolated, 8 wire separate dual isolated, 10 wire system configuration available upon request

**Connections**              All Wire

**Task lights**                Conflux Task Light, See 9.0 Conflux Lighting

**3.0      Communication Cable Management**

**3.1**

For ceiling entry, cables shall be easily managed down to the work surface through punch-outs within each of the horizontal members of the panel and add-on modules. Cables shall also be brought to work surface height by means of power pole, which allows for internal separation for communication and electrical cables.

**3.2**

Cables shall be routed and effectively managed through the panel frame at various heights

**3.2.a**

Multiple horizontal cable paths shall be available within the upper panel frame

**3.2.b**

Cables and network connectors shall be concealed within the panel

**3.2.c**

Cable termination shall be conveniently located at base, ADA base (18" AFF), worksurface or standing height (48" AFF) and shall be accessible by users on either side of the panel.

**3.2.d**

Cable Management shall be enclosed around all corners

**Communication & Cable Management Technical Table**

Cable Capacities – Based on 66"H Panel

**Cable Management**

Opening Cable Capacity

Lay-in Module

60 .220 4-pair UTP cable - CAT 5

58.228 4-pair UTP cable – CAT 6

Upper Opening 2

37 .220 4-pair UTP cable – CAT 5

35.228 4-pair UTP cable – CAT 6

Intermediate Opening

61 .220 4-pair UTP cable – CAT 5

59.228 4-pair UTP cable – CAT 6

Base Opening

61 .220 4-pair UTP cable – CAT 5

59.228 4-pair UTP cable – CAT 6

Additional area if no Electrical

115 .330 4-pair UTP cable – CAT 5

111 .228 4-pair UTP cable – CAT6

**TOTAL**

**334 .220 4-pair UTP cables – CAT 5**

**322.228 4-pair UTP cables – CAT 6**

#### **4.0 Work Surfaces & Supports**

##### **4.1**

Work surfaces shall be constructed of 45lb. Core Density Particleboard or 38-42lb OSB board with surface top and backing of .032 inch high pressure laminate or source laminate for total thickness of 1 1/16" inch. All corners of high pressure laminate shall be radiused 1/8". All corners of source laminate are square. Specific work surfaces will also include a reinforcing wire tray as required.

Work surfaces shall be designed to support a minimum of 300 lbs.

##### **4.1.a**

Laminate work surface non-user edges shall be finished with a bonded PVC impact resistant T-molding that come in two styles: PVC Flat (3mm) or PVC Wave (6mm). Flintwood worksurface non-user edges are finished with a matching Wood Flat Trim.

##### **Flat PVC Wave PVC Flat Wood**

**4.1.b** All HPL work surfaces shall provide access for cable management by an integrated cable scallop standard in every work surface to provide 3/8" rear access for cable management and an optional wire management trough beneath the work surface.

#### **Integrated Scallop**

##### **4.1.c**

All source laminate worksurfaces do not include an integrated cable management scallop.

##### **4.1.d**

Surface finishes available in LPL, HPL & Flintwood

##### **4.2**

Work surfaces shall be adjusted to accommodate various task heights including wheelchair access, typing height, stand-up and counter height.

##### **4.2.a**

Work surfaces shall be panel-hung, ped supported , or semi-supported using worksurface supports as required and other panel-supported hardware. Work surfaces can be hung from the vertical slots on the panel frame or off module utilizing off module(intermediate) C-leg

##### **4.2.b**

On module

supports and hardware shall be universal and may be used in any position (right, left, center).

##### **4.2.c**

Cantilevers shall be constructed of 12 gauge steel, Corner brackets shall be constructed of 14-gauge steel, and flush - mounting plates shall be constructed of 11-gauge steel.

##### **4.2.d**

Off module support is universal and be mounted along horizontal rail of fully segmented Panel

**4.2.e**

All supports shall be installed into metal inserts underneath the work surface.

**4.3**

Work surfaces shall be available in the 19", 24", 30" and 36" depths.

**4.4**

Work surfaces shall be available in the following widths: 24", 30", 36", 42", 48", 54", 60", 66", 72" 84" and 96".

**Work Surfaces & Supports Technical Table**

|                              |   |
|------------------------------|---|
| <b>Work surfaces</b>         | <i>Applies to Rectangular Worksurfaces</i>  |
| <b>Width</b>                 | 24", 30", 36", 42", 48", 54", 60", 66", 72", 84", 96"   |
| <b>Depths</b>                | 19", 24", 30", 36"  |
| <b>Thickness</b>             | 1"  |
| <b>Weight Load</b>           | 300 lbs   |
| <b>Weight Load of Corner</b> |   |
| <b>KWSK3048</b>              | 300 lbs   |
| <b>Construction:</b>         | Laminate work surfaces are constructed of 45lb. Core density particle board or 38-42lb oriented strand board (OSB). Wood worksurfaces are constructed of 45lbs core density particleboard.  |
| <b>HPL Core</b>              |   |
| <b>HPL Top</b>               | .032 inch high pressure laminate, flintwood (.039 inch)   |
| <b>LPL Core</b>              | Same as HPL Core  |
| <b>LPL Top</b>               | .016 inch thermally fused malamina  |
| <b>Underside</b>             | .032 inch high pressure laminate, wood without fully filled finish (.039inch)   |
| <b>Non User Edges</b>        | Laminate Edges are finished in vinyl, wood edges are finished in wood Cantilever brackets are constructed of 12 gauge (.105", 2.7mm) steel.   |
| <b>Support</b>               | Corner brackets are constructed of 14 gauge (.075", 1.90mm) steel; flush mount plates are constructed of 11-gauge (.120", 3.0mm) steel, c-legs are constructed of 16 gauge steel, monolegs are constructed of 12 gauge steel, flush end gables are constructed of 16 gauge steel, full flush modesty panels are constructed of 16 gauge steel |
| <b>Wire Management</b>       | Scalloped in the back of HPL work surface standard for wire management in every surface Rectangular, EDP, Transition, Concave, Convex, Concave Transition, Convex Transition, Standard Corner, Curved Corner, Split Radius  |
| <b>Panel Mounted Shapes</b>  | Corner, Keyboard Cut-out Corner, Radius Corner with Return, Radius Corner Worksurface with Return (and Keyboard Support), Extended Corner with Transition Return, Rectangular Countertop, Convex Countertop.  |
| <b>Semi-Supported Shapes</b> | Rectangular, Radius Corner with Return, Extended Corner with Transition Return, Bullet, Curvilinear Bullet Top, Transaction, D-Top, Convex End, Outside Corner, Peninsular Corner   |
| <b>Edge Trim Styles</b>      | PVC Flat, PVC Wave, Wood Flat   |
| <b>Edge Trim Thickness</b>   | 3mm PVC Flat, 6mm PVC Wave, 1.5mm Wood Flat   |

**5.0 Storage**

**5.1**

Overhead cabinet units are available to provide lockable, panel mounted storage and attach to slotted verticals either at cabinet height or with up-mount cantilever. In addition off modular attachment on semi and fully segmented attachment is available.

**5.1.a**

The metal cabinet shall be constructed of cold-rolled steel and the door shall retract outside of the cabinet and the bottom shelf is steel

**5.1.b**

A lock with a durable plated metal finish shall be included with each cabinet

**5.1.c**

All cabinets 36 inches and longer shall have a reinforced bottom section for weight distribution

**5.1.d**

All cabinets shall be 15" high and 14" deep and are available in the following widths: 24", 30", 36", 42", 48", 54" and 60" (54" and 60" come with Double Doors)

**5.1.e**

The interior of the cabinet shall be equipped with a rail that accepts personal organizers and book organizers infinitely adjustable.

**5.1.f**

Overhead cabinet can be mounted off module on semi and fully segmented panels

**5.2**

Shelves shall be open and panel mounted via mounting brackets on 1" increments. Shelf comes knocked down.

**5.2.a**

The open shelf shall be constructed of cold – rolled steel with a durable epoxy polyester finish and shipped in a stretch-wrap film with cardboard end caps on pallets

**Door Retreats Outside/Over**

**Overhead Upmount**

**Overhead**

**5.2.b**

All Open Shelving shall be 8" high, 14" deep and come in the following widths: 24", 30", 36", 42", 48", 54", and 60"

**5.2.c**

Shelf shall have a load limit of 141lbs and back edge shall have a lip

**Shelf**

**5.3**

Pedestals shall be freestanding and fit under work surfaces with locks included

**5.3.a**

Pedestals shall be constructed of 22- gauge cold rolled steel with ¾ extension, box drawers and full progressive ball bearing suspensions on all file drawers.

**5.3.b**

All pedestals shall have as standard a field changeable lock and leveling glides.

**5.3.c**

All metal finishes shall be of a durable epoxy finish.

**5.3.d**

File drawers shall be full height and accept hanging file folders both front to back and side-to-side. Box drawers shall include as a standard one metal divider and one pencil tray.

**5.3.e**

Configurations come in: 1 Box – 1 File, 2 Box –2 File

**5.3.f**

Pedestals shall be available in 3 depths 18", 22" and 28" with a weight load of 200lbs

**Storage Technical Table**

**Overhead Storage**

|                          |  |
|--------------------------|--|
| <b>Height</b>            | 15"  |
| <b>Depth</b>             | 14"  |
| <b>Widths</b>            | 24", 30", 36", 42", 48", 54", 60"                        |
| <b>Construction</b>      | Cold rolled steel  |
| <b>Finish</b>            | Foundation and Mica Finish                               |
| <b>Height Adjustment</b> | Can be attached on module at any height in 1" increments |

|                                     |   |
|-------------------------------------|---|
| <b>Overhead to Panel attachment</b> | On-modular or off module via mounting brackets at top of panel or at 15" increments |
| <b>Load Limit</b>                   | 141 lbs   |
| <b>Door</b>                         | Retracts outside over the cabinet. Optional soft close available                    |
| <b>Locking</b>                      | Lock optional/Keyed alike or different  |
| <b>Open Shelving</b>                |   |
| <b>Height</b>                       | 8"  |
| <b>Depth</b>                        | 14"   |
| <b>Widths</b>                       | 24", 30", 36", 42", 48", 54", 60"   |
| <b>Construction</b>                 | Cold rolled steel   |
| <b>Finish</b>                       | Foundation or Mica Finish   |
| <b>Shelf to Panel attachment</b>    | On-module via mounting brackets   |
| <b>Height Adjustment</b>            | Can be attached at any height in 1" increments                                      |
| <b>Lip on Back Edge</b>             | Yes   |
| <b>Load Limit</b>                   | 141 lbs   |
| <b>Pedestals</b>                    | (not including stretch pedestals)   |
| <b>Height</b>                       | 21", 27"  |
| <b>Depth</b>                        | 18", 22", 28"   |
| <b>Construction</b>                 | Cold rolled steel   |
| <b>Load Limit</b>                   | 200 lbs   |
| <b>Supports</b>                     | Freestanding or worksurfacing supporting  |
| <b>Standard Drawer</b>              | 2 Box – 1 File, 2 File, 1 Box – 1 File  |
| <b>Finish</b>                       | Foundation or Mica Finish   |
| <b>Locking</b>                      | Locks standard on all pedestals/Keyed alike or different                            |
| <b>Change Configuration</b>         | Yes   |
| <b>in Field Options</b>             | Casters optional  |

## 6.0 Accessories

- 6.1 Accessories shall be of metal construction and hang off-surface from the accessory rail or accessory rail element
  - 6.1.a Provide vertical divisional sorter for legal size documents, 9"H x 2"W x 12"D
  - 6.1.b Provide tray for legal size documents, 2"H x 15"W x 9"D
  - 6.1.c Provide binder bin, 8"H x 4"W x 8"D

## Accessory Rail with Accessories

### 6.1.d

Signage can clearly identify department, person or team and shall be mounted to the panel via the top of the panel or can be suspended by an accessory rail

## 7.0 Finishes

### 7.1

Finish Program shall consist of a variety of finish materials and fabrics

#### 7.1.a

All fabrics designed to enhance system products and shall be offered in a range of low intensity colors with some stronger hues and a variety of solids, patterns and textures. All fabrics shall exceed industry technical standards.

#### 7.1.b

Foundation Laminates shall be high-pressure plastic laminates that are offered in solids, patterns and wood prints. They shall also be offered in a range of low intensity neutrals with some pearalized colors.

#### 7.1.c

Premium laminates shall be high-pressure plastic laminates that are patterned to simulate wood and abstract prints.

**7.1.d**

Wood Veneer Laminates are pre-finished wood veneers that offer the properties of natural wood.

**7.1.e**

PVC edge trims shall be designed to either coordinate or contrast with laminate colors

**7.2**

Finish colors shall come in Foundation, Mica and Accent and are powder epoxy.

**7.3**

Panel fabrics shall come in a variety of intensities, solids, patterns, and textures and exceed technical standards.

**Finish Technical Table**

**Fabrics** Grade A: /Grade 1:Grade 2,Grade 3:C.O.M.: Select Maharam, Luna and other various

**Premium Laminates, Wood Veneer**

**Surface Finishes Foundation Laminates:**

**Laminates: & Flintwood**

**Edge Trim Finishes**

**PVC: & Flintwood:**

**Finish Colors Foundation, Mica, & Accent** Standard – Clear, Frost/

**Translucent:** Standard – Clear,

**Vertical Finishes Glazed:** Bronze, Frost/ Ribbed – Ribbed, Clear, Bronze

**Metal Elements:**

**9.0 Conflux Lighting**

LED Lighting for the workstation must provide a Passive InfraRed (PIR) sensor that works based on infrared waves emitted by the user's body. The LED lamp must be provided with a USB port/outlet that allows hand-held devices to be plugged in, and also with Powermat surface in the lamp base to recharge electronic devices. LED lamp must provide documentation that supports the premise of producing 1000 LUX from 9 watts, offering a life span of up to 50,000 hours and reducing energy consumption. Lighting must PVC- and lead-free, GREENGUARD Certified and RoHS compliant and come standard with an optical prism covering which removes the glare commonly associated with LED bulbs.

**10.0 Teknion Environmental Position**

All Products must be ANSI/BIFMA e3 Level 2.

All Products must be ISO 9000 and 1400 are Required.

**ITEM DESCRIPTION**

**GROUP D**

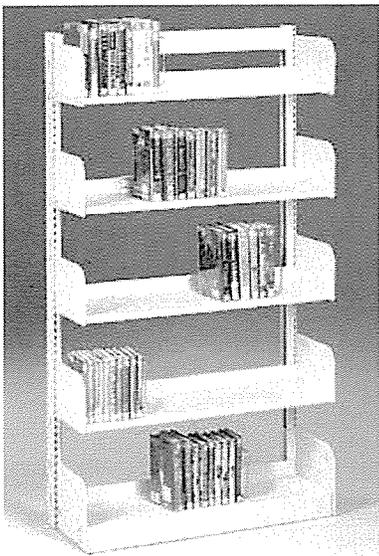
Item Number: 500

Item: Steel Book Stacks

Manufacturer & Number: Tennesco Corp, Estey Weld Frame 42"H Single Face or Approved Equal

Description: 42"H Single Face w/fixed integral base and steel back panel

Dimensions: One Section: 9 Lineal Feet, 36"W x 42"H x 10"Shelf Depth, 12" Base Depth



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

| QUANTITY (LF) | LOCATION  |
|---------------|---|
| 4             | Alpharetta Branch Library L001  |
| 2             | East Roswell BranchLibrary L002   |
| 4             | Milton Branch Library L003  |
| 4             | Northwest Atlanta Branch Library L004   |
| 3             | Palmetto Branch Library L005  |
| 2             | Southeast Branch Library L006   |
| 4             | Stewart Lakewood Branch Library L007  |
| 4             | Wolf Creek Branch Library L008  |
| *12           | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 4             | South Fulton Branch Library L0010   |

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**ITEM DESCRIPTION**

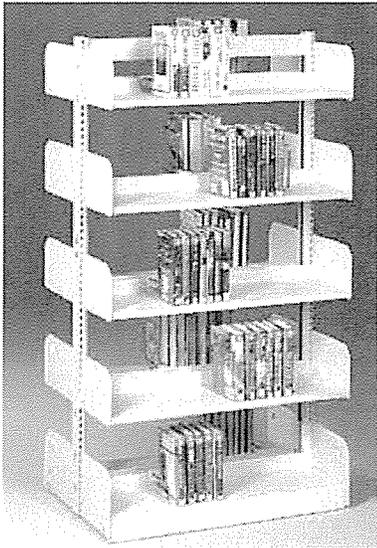
Item Number: 501

Item: Steel Book Stacks

Manufacturer & Number: Tennsco Corp, Estey Weld Frame 42"H Double Face or Approved Equal

Description: 42"H Double Face w/ fixed integral base

Dimensions: One Section: 18 Lineal Feet, 36"W x 42"H x 10"Shelf Depth, 24" Base Depth



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

| QUANTITY (LF) | LOCATION  |
|---------------|---|
| 49            | Alpharetta Branch Library L001  |
| 32            | East Roswell Branch Library L002  |
| 49            | Milton Branch Library L003  |
| 49            | Northwest Atlanta Branch Library L004   |
| 22            | Palmetto Branch Library L005  |
| 32            | Southeast Branch Library L006   |
| 49            | Stewart Lakewood Branch Library L007  |
| 49            | Wolf Creek Branch Library L008  |
| *12           | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 49            | South Fulton Branch Library L0010   |

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**ITEM DESCRIPTION**

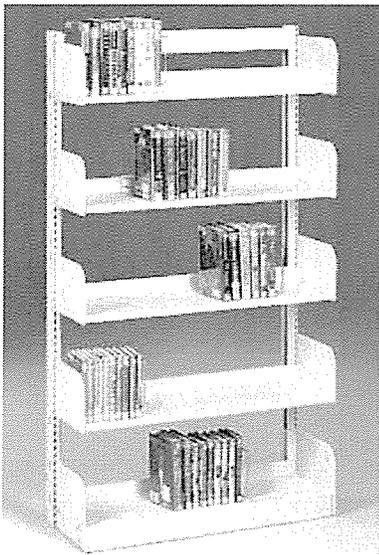
Item Number: 502

Item: Steel Book Stacks

Manufacturer & Number: Tennsco Corp, Estey Weld Frame 66"H Single Face or Approved Equal

Description: 66"H Single Face w/fixed integral base and steel back panel

Dimensions: One Section: 15 Lineal Feet, 36"W x 66"H x 10"Shelf Depth, 12" Base Depth



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

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| QUANTITY (LF) | LOCATION  |
|---------------|---|
| 8             | Alpharetta Branch Library L001  |
| 4             | East Roswell BranchLibrary L002   |
| 8             | Milton Branch Library L003  |
| 8             | Northwest Atlanta Branch Library L004   |
| 3             | Palmetto Branch Library L005  |
| 4             | Southeast Branch Library L006   |
| 8             | Stewart Lakewood Branch Library L007  |
| 8             | Wolf Creek Branch Library L008  |
| *12           | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 8             | South Fulton Branch Library L0010   |

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\*71

**ITEM DESCRIPTION**

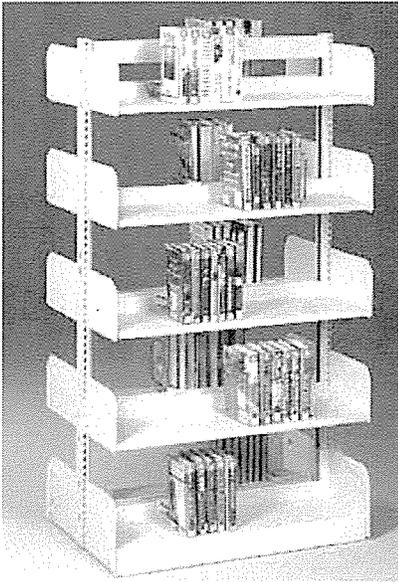
Item Number: 503

Item: Steel Book Stacks

Manufacturer & Number: Tennsco Corp, Estey Weld Frame 42"H Double Face or Approved Equal

Description: 66"H Double Face w/fixed integral base

Dimensions: One Section: 30 Lineal Feet, 36"W x 66"H x 10"Shelf Depth, 24" Base Depth



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

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| QUANTITY (LF) | LOCATION  |
|---------------|---|
| 181           | Alpharetta Branch Library L001  |
| 102           | East Roswell BranchLibrary L002   |
| 181           | Milton Branch Library L003  |
| 181           | Northwest Atlanta Branch Library L004   |
| 63            | Palmetto Branch Library L005  |
| 92            | Southeast Branch Library L006   |
| 181           | Stewart Lakewood Branch Library L007  |
| 181           | Wolf Creek Branch Library L008  |
| *12           | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 181           | South Fulton Branch Library L0010   |
| <hr/>         |   |
| *1355         |   |

**ITEM DESCRIPTION**

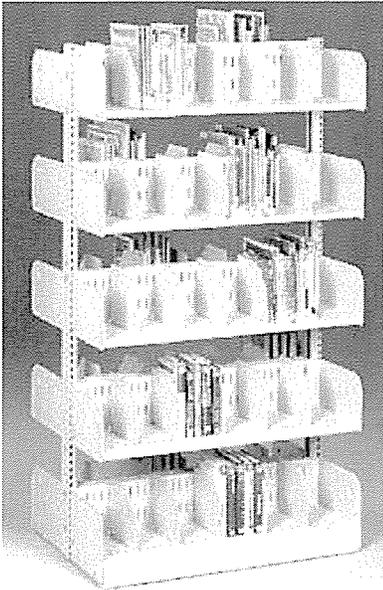
Item Number: 504

Item: Steel Book Stacks

Manufacturer & Number: Tennsco Corp, Estey Weld Frame 66"H Double Face with Dividers or Approved Equal

Description: 66 "H Double Face w/fixed integral base, dividers

Dimensions: One Section: 30 Lineal Feet, 36"W x 66"H x 10"Shelf Depth, 24" Base Depth



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

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| QUANTITY (LF) | LOCATION  |
|---------------|---|
| 6             | Alpharetta Branch Library L001  |
| 0             | East Roswell BranchLibrary L002   |
| 6             | Milton Branch Library L003  |
| 6             | Northwest Atlanta Branch Library L004   |
| 0             | Palmetto Branch Library L005  |
| 0             | Southeast Branch Library L006   |
| 6             | Stewart Lakewood Branch Library L007  |
| 6             | Wolf Creek Branch Library L008  |
| *12           | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 6             | South Fulton Branch Library L0010   |

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\*48

**ITEM DESCRIPTION**

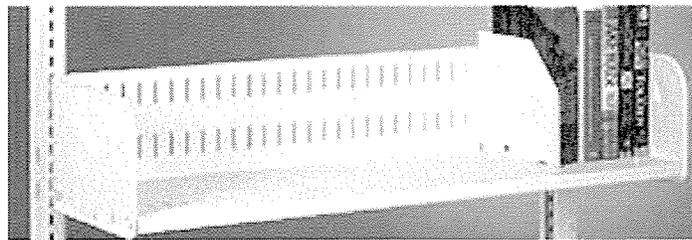
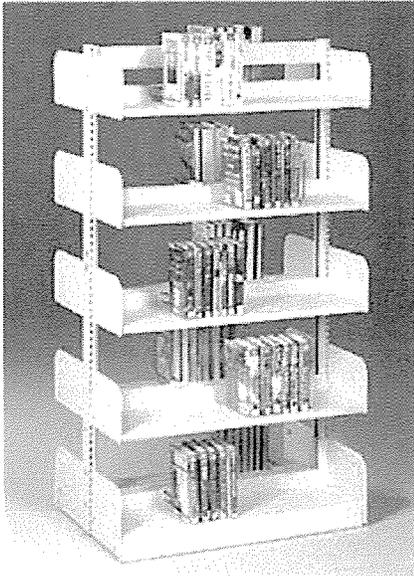
Item Number: 505

Item: Steel Book Stacks

Manufacturer & Number: Tennsco Corp, Estey Weld Frame 66"H Double Face or Approved Equal

Description: 66"H Double Face w/fixed integral base, hinged periodical display shelf w/Plexi-glass cover; flat storage shelf below with three (3) dividers and back stop

Dimensions: One Section: 30 Lineal Feet, 36"W x 66"H x 10" Shelf Depth, 12" Base Depth



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

| QUANTITY (LF) | LOCATION  |
|---------------|---|
| 26            | Alpharetta Branch Library L001  |
| 16            | East Roswell Branch Library L002  |
| 26            | Milton Branch Library L003  |
| 26            | Northwest Atlanta Branch Library L004   |
| 12            | Palmetto Branch Library L005  |
| 16            | Southeast Branch Library L006   |
| 26            | Stewart Lakewood Branch Library L007  |
| 26            | Wolf Creek Branch Library L008  |
| *12           | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 26            | South Fulton Branch Library L0010   |
| *212          |   |

**ITEM DESCRIPTION**

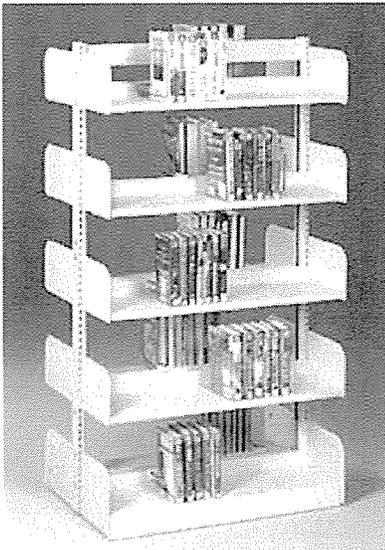
Item Number: 506

Item: Steel Book Stacks

Manufacturer & Number: Tennsco Corp, Estey Weld Frame 66"H Double Face, one side standard shelving (the other side item #505) or Approved Equal

Description: 66"H Double Face w/ fixed integral base

Dimensions: One Section: 30 Lineal Feet, 36"W x 66"H x 10" Shelf Depth, 24" Base Depth



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

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| QUANTITY (LF) | LOCATION  |
|---------------|---|
| 26            | Alpharetta Branch Library L001  |
| 16            | East Roswell Branch Library L002  |
| 26            | Milton Branch Library L003  |
| 26            | Northwest Atlanta Branch Library L004   |
| 12            | Palmetto Branch Library L005  |
| 16            | Southeast Branch Library L006   |
| 26            | Stewart Lakewood Branch Library L007  |
| 26            | Wolf Creek Branch Library L008  |
| *12           | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 26            | South Fulton Branch Library L0010   |
| <hr/>         |   |
| *212          |   |

**ITEM DESCRIPTION**

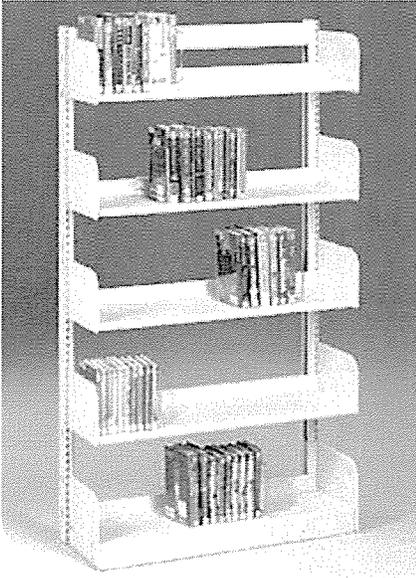
Item Number: 507

Item: Steel Book Stacks

Manufacturer & Number: Tennsco Corp, Estey Weld Frame 90"H or Approved Equal

Description: 90"H Single Face w/fixed integral base and steel back panel

Dimensions: One Section: 18 Lineal Feet, 36"W x 90"H x 10"Shelf Depth, 12" Base Depth



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

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| QUANTITY (LF) | LOCATION  |
|---------------|---|
| 3.5           | Alpharetta Branch Library L001  |
| 3.5           | East Roswell Branch Library L002  |
| 3.5           | Milton Branch Library L003  |
| 3.5           | Northwest Atlanta Branch Library L004   |
| 3.5           | Palmetto Branch Library L005  |
| 3.5           | Southeast Branch Library L006   |
| 3.5           | Stewart Lakewood Branch Library L007  |
| 3.5           | Wolf Creek Branch Library L008  |
| *12           | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 3.5           | South Fulton Branch Library L0010   |

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**ITEM DESCRIPTION**

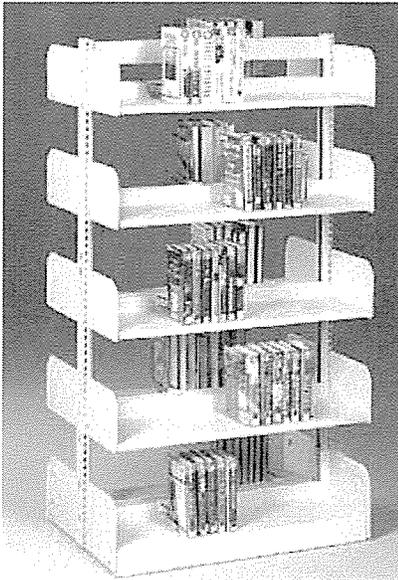
Item Number: 508

Item: Steel Book Stacks

Manufacturer & Number: Tennsco Corp, Estey Weld Frame 90"H or Approved Equal

Description: 90"H Double Face w/fixed integral base

Dimensions: One Section: 18 Lineal Feet, 36"W x 90"H x 10"Shelf Depth, 24" Base Depth



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard finishes.

| QUANTITY (LF) | LOCATION  |
|---------------|---|
| 14            | Alpharetta Branch Library L001  |
| 10            | East Roswell BranchLibrary L002   |
| 14            | Milton Branch Library L003  |
| 14            | Northwest Atlanta Branch Library L004   |
| 0             | Palmetto Branch Library L005  |
| 10            | Southeast Branch Library L006   |
| 14            | Stewart Lakewood Branch Library L007  |
| 14            | Wolf Creek Branch Library L008  |
| *12           | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 14            | South Fulton Branch Library L0010   |
| *116          |   |

**TENNSCO CORP.  
ESTEY WELD FRAME SPECIFICATIONS**

**DESIGN:**

Shelving is a cantilever design manufactured by **Estey/Tennsco Corp.**, Dickson, TN. The bookstack system is to be of true unit construction. The bookstack section may be removed as a modular unit from any range without disturbing adjacent units in any way. Relocation and reuse of removed section(s) can be accomplished without acquiring additional parts. The uprights and cross member supports make up the fully welded frame construction, available with adjustable base shelf with kickplate. Uprights are punched for bolting additional Weld Frame units into the bookstack range. Shelving design allows for either static or mobile installation. Starter/Adder and/or diagonal sway-braced systems are not acceptable.

**TEST REQUIREMENTS:**

All shelving shall meet the standards of the "The American National Standard for Single-Tier Steel Bracket Library Shelving". Test data published in **Library Technology Reports, Volume 34 No. 6, November/December 1998**.

**MATERIAL AND WORKMANSHIP:**

All sheet metal is commercial quality furniture stock steel, hot & cold rolled, reannealed, fully pickled or equivalent. All gauge thicknesses conform to U.S. standards.

**CAPACITY REQUIREMENTS:**

Each shelf has a minimum clearance between end brackets of 35 13/32". Unit widths are 36" nominal overall. When properly installed, units are capable of supporting 50 lbs. evenly distributed weight per linear foot of shelving, multiplied times the number of shelves per unit, without deflection considered excessive by industry standards.

**COLOR:**

Shelving color is to be determined from standard Estey color card.

**FINISHES:**

Finish shall be an epoxy powder applied electrostatically. The finish yields a minimum average thickness of 1.0 to 1.8 mils and has a medium gloss. Abrasion resistance requires a minimum of 60 liters of sand to remove finish to bare metal, as determined by **Library Technology** test guidelines

**NOTE:**

The following are the Estey standard Manufacturing Specifications for the Weld Frame system.

**1) UPRIGHT COLUMNS** of the Weld Frame are formed of not less than #16 gauge steel into a channel shape with a total of 3/4" of stiffening flanges on the inside of the upright. Overall dimensions are 2 1/2" in the web and 1 1/4" across the front and rear area surfaces. Each upright to have no less than eight (8) right angle bends, (sixteen (16) right angle bends per weld frame). Uprights are perforated the full height with a series of 1/4" x 5/8" slots spaced 1" on vertical centers and located within 5/16" of the outer web surface. Every fifth and sixth slot has square corners as viewed against the remaining rounded corner slots to aid visual alignment of shelves. This pattern is repeated over the full height of the upright.

**2) TOP SPREADERS** are formed of not less than #16 gauge tubular steel measuring 1"x 3" in cross section. The spreader is electrically welded to the uprights.

- 3) **BOTTOM SPREADER** of the Weld Frame is a channel shape measuring 1" x 1 3/4" in cross-section, and consists of not less than #16 gauge steel. The outer ends of the channel are punched to receive leveling nuts and floor levelers. The bottom channel is electrically welded to the uprights with the open face of the channel positioned upward. Weld Frames heights are as specified; widths are 36" standard. Weld Frames are equipped with two (2) adjustable floor levelers.
- 4) **CLOSED BASE BRACKETS** are designed to fit snugly in and around the welded frame upright. Material is no less than #16 gauge steel. Brackets have a 90 degree flange at the bottom to rest on the floor covering. Hardware for leveling the bookstack is included. Top and front edge of the base bracket are flanged outward approximately 1/4". The profile of the bracket matches that of the adjustable shelf end bracket. The embossed area incorporates a hole to allow attaching of adjoining base brackets with a fastener. Each weld frame must consist of two base brackets. Base brackets must be formed to fit into channel of weld frame uprights and bolt through to adjacent weld frame unit.
- 5) **RECESSED KICKPLATES** are of one-piece construction and are formed of not less than #20 gauge steel. The kickplate is 36" wide and 3" in height. The kickplate shall be painted black powder epoxy.
- 6) **ADJUSTABLE BASE SHELVES** are formed from not less than #18 gauge steel with the front and rear edges having a box-formed, 13/16" high profile. The nominal depth of the shelf is 1" greater than actual dimension. The sides of the shelf are flanged to locking into the base brackets without the use of fasteners
- 7) **SLOPED ADJUSTABLE BASE SHELVES** are formed from not less than #18 gauge steel into a one- piece construction with the front edge having a box-formed, 1 1/4" high profile. The rear edge is formed up to create a 3 11/32" integral back formed to accept a sliding wire book support. The sides of the shelf are flanged for locking into the base brackets without the use of fasteners. The shelf must have a minimum slope angle of 10 degrees.
- 8) **AJUSTABLE INTEGRAL BACK SHELVES** are formed from #18 gauge steel into a one-piece construction with the front edge having a box-formed, 13/16" high profile. The rear edge is formed up to create a 2" integral back formed to accept a sliding wire book support. The nominal depth of the shelf is 1" greater than the actual dimension. The sides of the shelf are flanged for locking into end bracket lances. Shelves are capable of supporting 50 lbs. per linear foot without deflection in excess of 3/16".
- 9) **ADJUSTABLE SHELVES** are formed of #18 gauge steel with the front and rear edges having a box-formed, 13/16" high profile capable of receiving wire book supports and snap-on label holders. The nominal depth of shelf is 1" greater than the actual dimension. The sides of the shelf are flanged for locking into end bracket lances. Shelves are capable of supporting 50 lbs. per linear foot without deflection in excess of 3/16".
- 10) **SHELF END BRACKETS** are formed of not less than #16 gauge steel, with all but the rear edge flared outward approximately 1/4". The rear edge has two crimped hooks at the top for engaging frame upright slots, and a positioning tab at the bottom to prevent accidental dislodgement. The bracket incorporates two lances with protruding dimples in the sides for securing shelf side flanges. Bracket design allows for shelf adjustment upward and downward (i.e. "walking-the-shelf") without disturbing any of the other shelves. Bracket emboss prevents overlapping of adjoining brackets. Brackets extend at least 6" above the shelf surface.
- 11) **SLOPED SHELF END BRACKETS** are of one-piece construction and are formed to create a slope of 7 degrees with adjustable shelf engaged. Sloped shelf end brackets are formed of not less than #16 gauge steel, with all but the rear edge flared outward approximately 1/4". The rear edge has two crimped hooks at the top for engaging frame upright slots, and a positioning tab at the bottom to prevent accidental dislodgement. The bracket incorporates two lances with protruding dimples in the sides for securing shelf side flanges. Bracket design allows for shelf adjustment upward and downward (i.e. "walking-the-shelf") without disturbing any of the other shelves. Bracket emboss prevents overlapping of adjoining brackets. Brackets extend at least 6" above the shelf surface.
- 12) **SLOPING PERIODICAL SHELVING** is equipped with adjustable alternating display and storage shelves as follows: Flat storage shelves, when ordered, may be any standard size and are mounted on inverted brackets. Sloped display shelves are at least 12" actual height with a 1 5/16" flange at the bottom and boxed flanged upwards with inside safety hem. Brackets

allow for a slope of approximately 30 degrees from vertical. Display shelves are equipped with rubber bumpers on support brackets for sound deadening, and will remain positively located without holding them open.

**13) PIVOTING PERIODICAL SHELVING** consists of pivoting display shelves hinged to shelf brackets, which engage in slots in upright. Sloped display shelves are 14" actual height with a 1 5/16" flange at the bottom and boxed flanged upwards with inside safety hem. Included storage shelf is 12" deep nominal. Brackets allow for a slope of approximately 17 degrees from vertical. Each periodical shelf to have a minimum clearance of at least seven, (7) inches when display shelf is in upright position.

**14) ONE PIECE DIVIDER TYPE SHELF** are formed from #18 gauge steel into a one-piece construction with the front edge having a box-formed, 13/16" high profile. The rear edge is formed up to create a 6" integral back. Shelf and integral back are slotted on 1" centers to accept adjustable dividers. The nominal depth of the shelf is 1" greater than the actual dimension. The sides of the shelf are flanged for locking into end bracket lances. Shelves are capable of supporting 50 lbs. per linear foot without deflection in excess of 3/16". Standard quantity and size of divider is five, (5) per shelf with an overall height of 7 7/16".

**15) STEEL CANOPY TOPS** are formed of no less than #19 gauge steel. Tops have a 13/16" front edge and extend the full width and depth of the unit base. Tops are supported by #14 gauge brackets engaged in slots in the frame upright.

**16) STEEL END PANELS** cover the entire height and depth of the unit and are universal. Panels are formed from #18 gauge steel in a one piece construction to create a flush profile with a 1 1/2" square edge and exposed return flange of no less than 3". Closure flanges at top produces tightly closed corners. Centers of double-faced panels are equipped with a full height channel (which is resistance-welded to panel) for use in securing panel to upright and for sound deadening.

**19) MEDIA HANGER RACK** consist of two (2) # 14 gauge end brackets that are 6 -1/2" d X 4 -1/2" h and one (1) 3/8" diameter rod which is 35 -1/2" w for clear -view plastic media bags.

**20) WORK SHELF AND BRACKETS** consist of two (2) #14 gauge brackets that are 16"d X16"h with a 5/8" return to accept a 24"d X 36"w plastic laminate top supported by two (2) 1"d x 1"w x 27-1/2"h tubular steel legs.

**21) ACCESSORIES:**

**A) BOOK SUPPORTS** Findable plate-type book supports of 9" high are made of #16 gauge steel and include a non-skid composition on the base.

**B) SHELF LABEL HOLDERS** are made of plastic to tightly grip the edges of book or divider type shelves for card size of 5/8" x 5".

**C) STEEL BACK PANELS** are of a one-piece construction with (2) mounting channels, and completely fill the space between upright channels. Backs extend from base shelf to the underside of the top spreader, and are formed from #18 gauge steel.

**D) CORNER FILLERS** are formed from #18-20 gauge steel to dimensions as required. Each filler includes a tightly fitting cap.

**E) SLIDING REFERENCE SHELVES** are formed from #18 gauge steel. Reference shelves attach to brackets of book shelves and extend the same depth of shelf above when fully extended. Reference shelves operate on ball bearing double extension slides.

**ITEM DESCRIPTION**

**GROUP F**

Item Number: 600

Item: Buffalo Book Truck

Manufacturer & Number: Smith Systems 212092 or Approved Equal

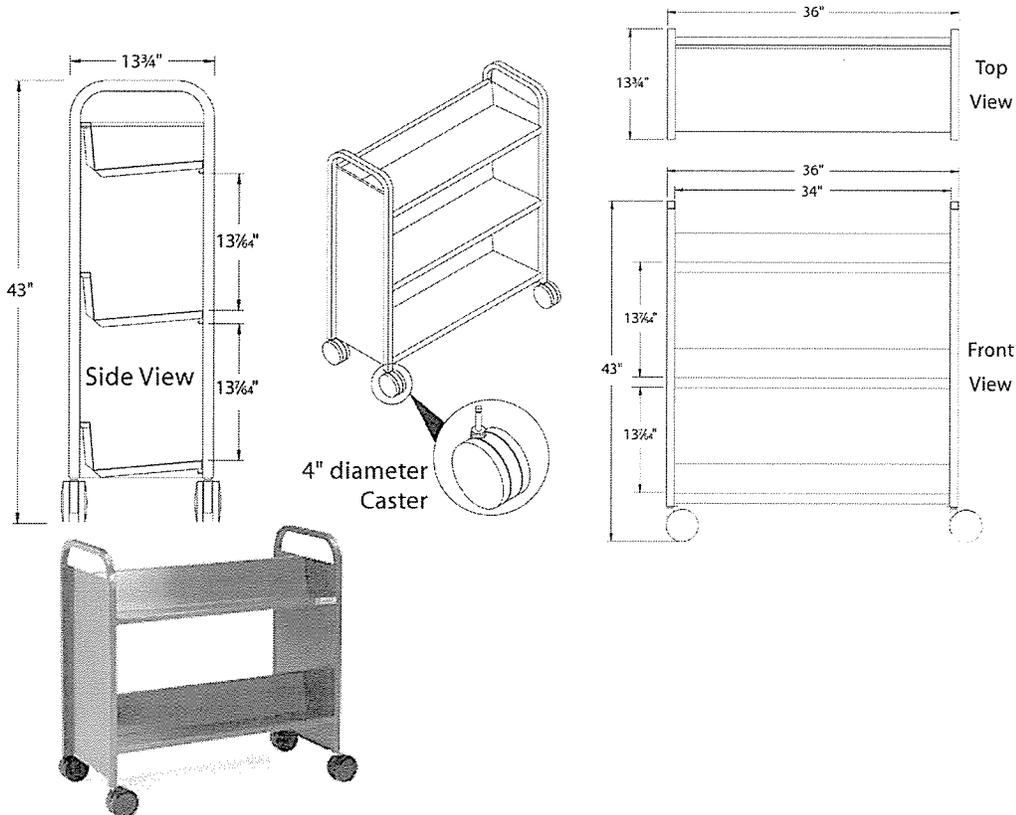
Description: Three (3) Sloping, Single Sided Truck. Carrying capacity up to 400 pounds. Construction consists of two (2) frames, two (2) end panels and three (3) sloping shelves.

End Panels: 20-gauge steel full height panels welded to 1" square 18-gauge steel tubing frame with formed handles that radius.

Sloping Shelves: 20-gauge steel single sided sloping shelves, 34"W x 10 25/64"D x 4 37/64"H back. Clearance between shelves 13 7/64". Shelves welded to frames and end panels.

Wheel Casters: 4" diameter with soft tread. Dual wheels have no saddle.

Dimensions: 14"D x 36"W x 43"H



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard colors.

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| QUANTITY | LOCATION  |
|----------|---|
| 7        | Alpharetta Branch Library L001  |
| 7        | East Roswell Branch Library L002  |
| 7        | Milton Branch Library L003  |
| 7        | Northwest Atlanta Branch Library L004   |
| 5        | Palmetto Branch Library L005  |
| 7        | Southeast Branch Library L006   |
| 7        | Stewart Lakewood Branch Library L007  |
| 7        | Wolf Creek Branch Library L008  |
| *15      | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 8        | South Fulton Branch Library L0010   |

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**ITEM DESCRIPTION**

Item Number: 601

Item: Buffalo Book Truck

Manufacturer & Number: Smith Systems 212096 or Approved Equal

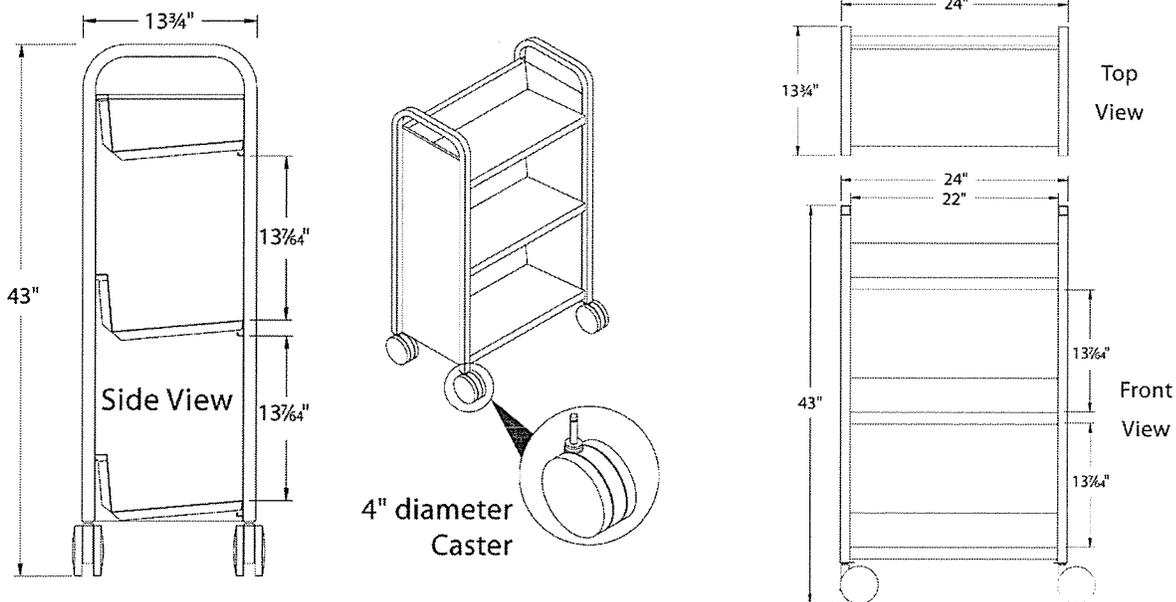
Description: Three (3) Sloping, Single Sided Truck. Carrying capacity up to 400 pounds. Construction consists of two (2) frames, two (2) end panels and three (3) sloping shelves.

End Panels: 20-gauge steel full height panels welded to 1" square 18-gauge steel tubing frame with formed handles that radius.

Sloping Shelves: 20-gauge steel single sided sloping shelves, 22"W x 10 25/64"D x 4 37/64"H back. Clearance between shelves 13 7/64". Shelves welded to frames and end panels.

Wheel Casters: 4" diameter with soft tread. Dual wheels have no saddle.

Dimensions: 14"D x 24"W x 43"H



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard colors.

| QUANTITY | LOCATION  |
|----------|---|
| 9        | Alpharetta Branch Library L001  |
| 4        | East Roswell Branch Library L002  |
| 9        | Milton Branch Library L003  |
| 9        | Northwest Atlanta Branch Library L004   |
| 2        | Palmetto Branch Library L005  |
| 4        | Southeast Branch Library L006   |
| 9        | Stewart Lakewood Branch Library L007  |
| 9        | Wolf Creek Branch Library L008  |
| *18      | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 9        | South Fulton Branch Library L0010   |

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**ITEM DESCRIPTION**

Item Number: 602

Item: Buffalo Book Truck

Manufacturer & Number: Smith Systems 21031 or Approved Equal

Description: Four (4) Sloping, Top Flat Shelf Truck. Carrying capacity up to 400 pounds. Construction consists of two (2) frames, two (2) end panels and two (2) sloping shelf weldments and one (1) flat shelf.

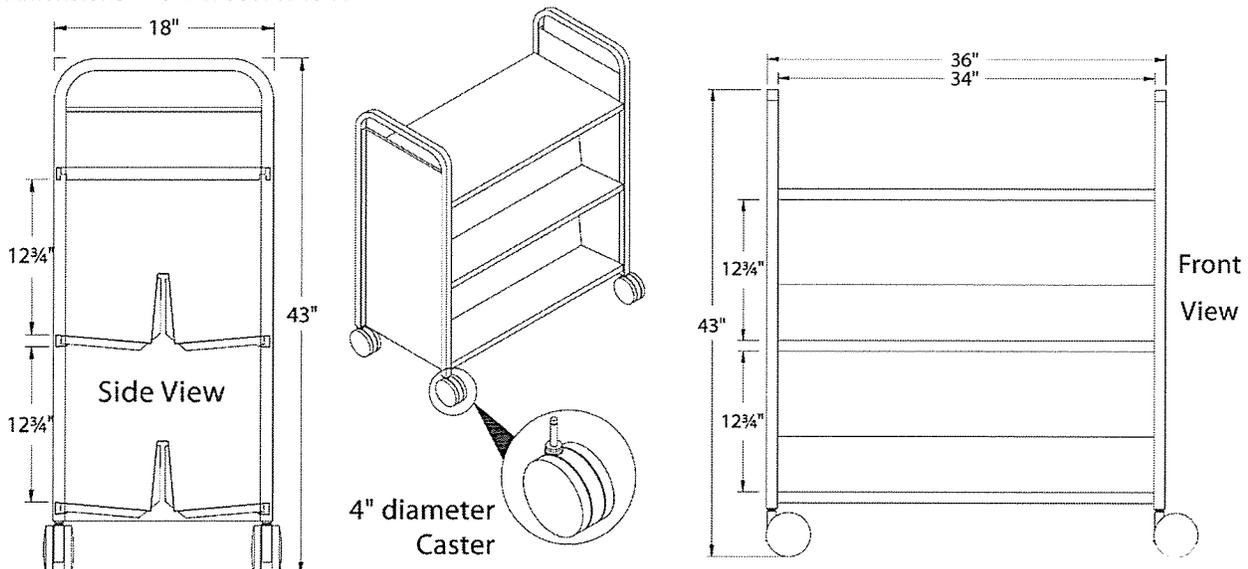
End Panels: 20-gauge steel full height panels welded to 1" square 18-gauge steel tubing frame with formed handles that radius.

Sloping Shelves: 20-gauge steel double sided sloping shelves, 34"W x 7 3/4"D (each side), 6"H. Clearance between shelves 12 3/4". Shelves welded to frames and end panels.

Flat Shelves: 20-gauge steel, 34"W x 17 9/16"D (each side) x 1"H edge, 6"H. Clearance between shelves 12 3/4". Shelves welded to frames and end panels.

Wheel Casters: 4" diameter with soft tread. Dual wheels have no saddle.

Dimensions: 18"D x 36W x 43"H



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard colors.

| QUANTITY | LOCATION  |
|----------|---|
| 10       | Alpharetta Branch Library L001  |
| 8        | East Roswell Branch Library L002  |
| 8        | Milton Branch Library L003  |
| 8        | Northwest Atlanta Branch Library L004   |
| 6        | Palmetto Branch Library L005  |
| 7        | Southeast Branch Library L006   |
| 8        | Stewart Lakewood Branch Library L007  |
| 12       | Wolf Creek Branch Library L008  |
| *15      | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 8        | South Fulton Branch Library L0010   |
| *90      |   |

**ITEM DESCRIPTION**

Item Number: 603

Item: Anything Cart

Manufacturer & Number: Smith Systems 21089 or Approved Equal

Description: One (1) Shelf Truck w/6 bins, two (2) Flat Shelf Truck. Carrying capacity up to 400 pounds. Construction consists of two (2) frames, two (2) end panels and one (1) shelf with 6 bins, and two (2) flat shelves.

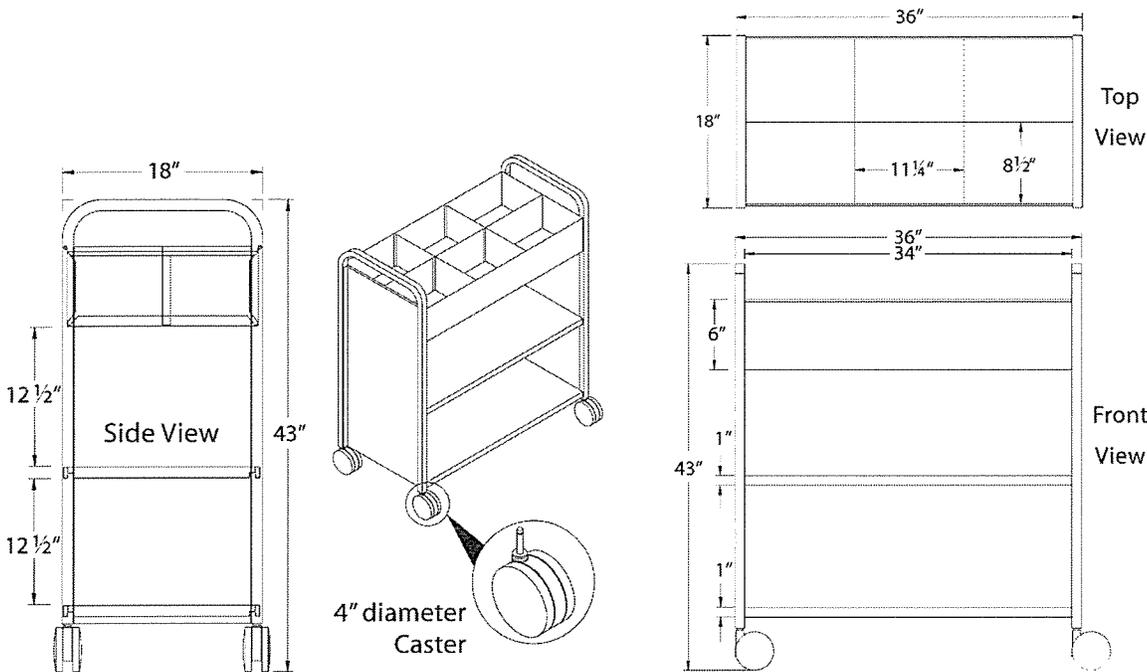
End Panels: 20-gauge steel full height panels welded to 1" square 18-gauge steel tubing frame with formed handles that radius.

Bins: 20-gauge steel shelves 34"L x 17 7/8" D (each side) x 6 H back.

Flat Shelves: 20-gauge steel, 34"W x 18"D (each side) x 1"H edge. Clearance between shelves 12 1/2". Shelves welded to frames and end panels.

Wheel Casters: 4" diameter with soft tread. Dual wheels have no saddle.

Dimensions: 18"D x 36"W x 43"H



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard colors.

| QUANTITY | LOCATION  |
|----------|---|
| 8        | Alpharetta Branch Library L001  |
| 6        | East Roswell BranchLibrary L002   |
| 6        | Milton Branch Library L003  |
| 6        | Northwest Atlanta Branch Library L004   |
| 4        | Palmetto Branch Library L005  |
| 6        | Southeast Branch Library L006   |
| 6        | Stewart Lakewood Branch Library L007  |
| 6        | Wolf Creek Branch Library L008  |
| *12      | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 4        | South Fulton Branch Library L0010   |

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**ITEM DESCRIPTION**

Item Number: 604

Item: Buffalo Book Truck

Manufacturer & Number: Smith Systems 21001 or Approved Equal

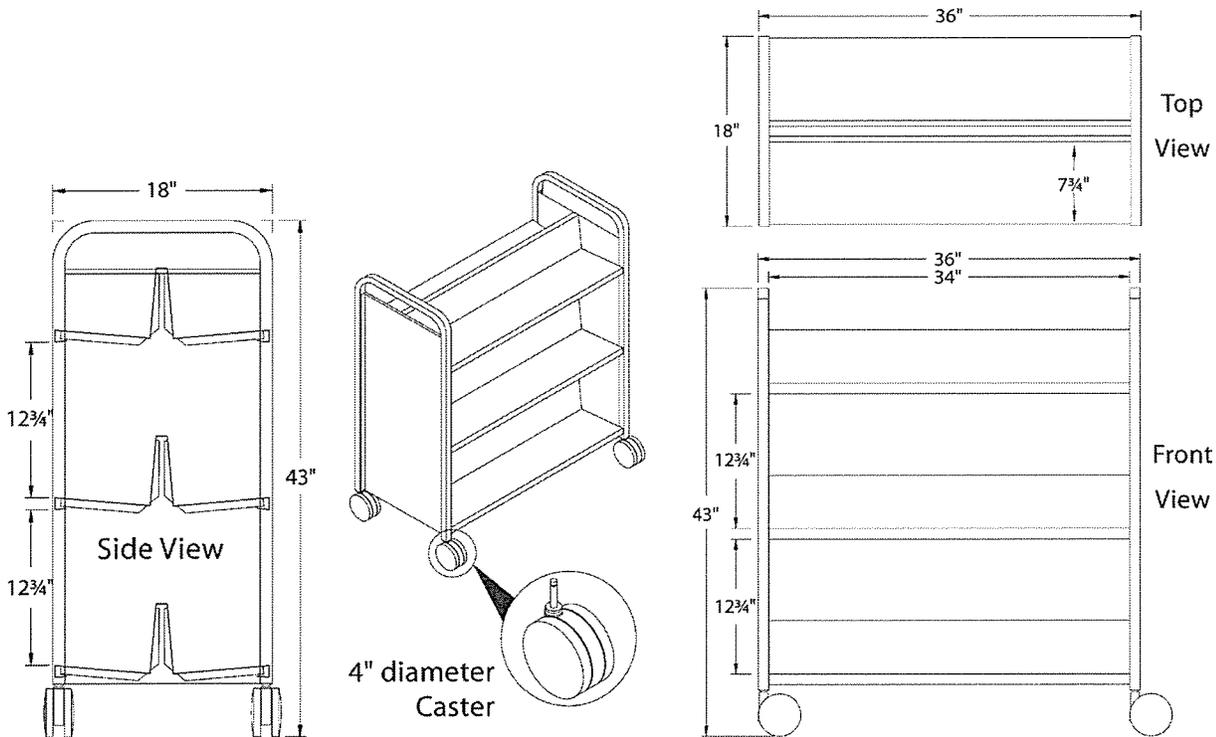
Description: Carrying capacity up to 400 pounds. Construction consists of two (2) frames, two (2) end panels and three (3) sloping shelf weldments. .

End Panels: 20-gauge steel full height panels welded to 1" square 18-gauge steel tubing frame with formed handles that radius.

Shelves: 20-gauge steel double sided sloping shelves, 34"W x 7 3/4" D (each side), 6"H. Clearance between shelves 12 3/4". Shelves welded to frames and end panels.

Wheel Casters: 4" diameter with soft tread. Dual wheels have no saddle.

Dimensions: 36"W x 18"D x 43"H



*Image for reference only. May not be exact.*

Finishes: Select from Manufactures standard colors.

| QUANTITY | LOCATION  |
|----------|---|
| 2        | Alpharetta Branch Library L001  |
| 2        | East Roswell Branch Library L002  |
| 2        | Milton Branch Library L003  |
| 2        | Northwest Atlanta Branch Library L004   |
| 0        | Palmetto Branch Library L005  |
| 2        | Southeast Branch Library L006   |
| 2        | Stewart Lakewood Branch Library L007  |
| 2        | Wolf Creek Branch Library L008  |
| *4       | Auburn Avenue Research Library L009 (*quantity estimated, program not complete) |
| 2        | South Fulton Branch Library L0010   |

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### Finish Test Requirements

**FINISH:** Finish materials shall be of best quality to give hard durable smooth finish. All surfaces exposed to view in normal use shall be smoothly machined and sanded. The application of finishing materials shall be controlled to produce items of uniform finish without sags, runs, orange peel, overspray or other defects detrimental to a smooth quality appearance.

The water-base finish is two coats - one coat of waterbase sealer and one coat of satin finish top coat. This must pass all kitchen cabinet stain tests and found superior to catalyzed varnishes for toughness and durability.

### Workmanship

The workmanship shall be of best quality throughout. All joints, gluing, and sanding operations shall be done in a workmanlike and neat manner. Hardwood solids and veneers shall be premium grade. shall have rounded or hexagonal heads and hexagonal nuts. Exposed portions of uprights, shelves, brackets and other components that come in contact with filed material shall have smooth surfaced to prevent abrasion.

### Guarantee

The furniture contractor shall guarantee the entire installation against any defect in material or workmanship for a period of five years, dating from time of acceptance of work and receipt of final payment. Contractor shall replace any work proven to be defective, immediately upon notification, in writing, at any time within the period covered by this guarantee, without expense to the owner.

## **SECTION 8**

### **PAYMENT BOND REQUIREMENTS**

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS** that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**END OF SECTION NO. 8B**

## SECTION 9

### GENERAL CONDITIONS

#### COMPLETION TIME AND LIQUIDATED DAMAGES

- 9.1 Contractor agrees: That the work must be completed within the time stated in the contract, subject to such extensions as may be granted by the owner, or the Contractor may be subject to pay to the Owner Liquidated Damages in the amount of \$500.00 per day.

Contractor agrees: To complete the work within forty five days (45) after receipt, from the Designer, of written Notice to Proceed (NTP) with installation.

- 9.2 Contractor agrees: To provide copies of all purchase orders and acknowledgments to the Designer for review and coordination of delivery and installation. This review is to be performed in a timely manner so that no delays shall occur.

- 9.3 Contractor agrees: To provide storage of items in a bonded warehouse for no less than sixty (60) days beyond the anticipated installation commencement date at no additional cost or risk to the owner.

- 9.4 Contractor agrees: That the term of the contract shall commence with receipt of written Notice to Proceed from the Designer and shall remain in effect for three (3) years or until the acceptance of all work by the County.

**SECTION 10**  
**SPECIAL CONDITIONS**

Purchase Orders will be issued on a per project basis. Each Purchase order will commence upon issuance of Notice to Proceed and shall continue for three (3) years or until acceptance of completion by the County.

**SECTION 11**  
**PRICING FORMS**

BID FORM:

1. The bid form is divided into groups of furniture and equipment. Each group is distinguished by an alphabet A thru F. Vendors may submit pricing on as many or as few groups as they are capable of supplying.
2. Unit prices expressed are FOB destination and tax exempt.
3. If quoting on the entire project, submit a line item price by group numbers and a lump sum price for all delivered materials and furnishings,
4. List installation cost in the appropriate space.
5. The County has reserved a Contingency amount of 10,000.00

**SECTION 11**  
**PRICING FORMS**

BID FORM:

1. The bid form is divided into groups of furniture and equipment. Each group is distinguished by an alphabet A thru F. Vendors may submit pricing on as many or as few groups as they are capable of supplying.
2. Unit prices expressed are FOB destination and tax exempt.
3. If quoting on the entire project, submit a line item price by group numbers and a lump sum price for all delivered materials and furnishings,
4. List installation cost in the appropriate space.
5. The County has reserved a Contingency amount of 10,000.00

**BID FORM**

**GROUP "A" FURNITURE**

| ITEM # | ITEM        | MANUFACTURER | UNIT PRICE | QTY.<br>EACH | EXTENDED<br>PRICE |
|--------|-------------|--------------|------------|--------------|-------------------|
| 100    | Workstation | Global       |            | 14           |                   |

SUBTOTAL GROUP A \_\_\_\_\_

**GROUP "B-1" SEATING**

| ITEM # | ITEM         | MANUFACTURER | UNIT PRICE | QTY.<br>EACH | EXTENDED<br>PRICE |
|--------|--------------|--------------|------------|--------------|-------------------|
| 200    | Task Seating | Allseating   |            | 259          |                   |
| 201    | Task Stool   | Allseating   |            | 14           |                   |

SUBTOTAL GROUP B-1 \_\_\_\_\_

**GROUP "B-2" SEATING**

| ITEM # | ITEM        | MANUFACTURER | UNIT PRICE | QTY.<br>EACH | EXTENDED<br>PRICE |
|--------|-------------|--------------|------------|--------------|-------------------|
| 202    | Stack Chair | Keilhauer    |            | 891          |                   |

SUBTOTAL GROUP B-2 \_\_\_\_\_

**GROUP "C" TABLES**

| ITEM # | ITEM           | MANUFACTURER | UNIT PRICE | QTY.<br>EACH | EXTENDED<br>PRICE |
|--------|----------------|--------------|------------|--------------|-------------------|
| 300    | Flip Top Table | Fixtures     |            | 117          |                   |

SUBTOTAL GROUP C \_\_\_\_\_

**GROUP "D" MODULAR FURNITURE PANEL SYSTEMS**

| ITEM # | ITEM              | MANUFACTURER | UNIT PRICE | QTY.<br>EACH | EXTENDED<br>PRICE |
|--------|-------------------|--------------|------------|--------------|-------------------|
| 400    | Systems Furniture | Teknion      |            | 34           |                   |
| 401    | Systems Furniture | Teknion      |            | 77           |                   |
| 402    | Systems Furniture | Teknion      |            | 34           |                   |
| 403    | Systems Furniture | Teknion      |            | 82           |                   |

SUBTOTAL GROUP D \_\_\_\_\_

**BID FORM**  
**GROUP "E" STEEL BOOK STACKS**

| ITEM # | ITEM              | MANUFACTURER | UNIT PRICE | QTY. LINEAR FEET | EXTENDED PRICE |
|--------|-------------------|--------------|------------|------------------|----------------|
| 500    | Steel Book Stacks | Tennsco      |            | 387              |                |
| 501    | Steel Book Stacks | Tennsco      |            | 7056             |                |
| 502    | Steel Book Stacks | Tennsco      |            | 1065             |                |
| 503    | Steel Book Stacks | Tennsco      |            | 40650            |                |
| 504    | Steel Book Stacks | Tennsco      |            | 1440             |                |
| 505    | Steel Book Stacks | Tennsco      |            | 6360             |                |
| 506    | Steel Book Stacks | Tennsco      |            | 6360             |                |
| 507    | Steel Book Stacks | Tennsco      |            | 792              |                |
| 508    | Steel Book Stacks | Tennsco      |            | 2088             |                |

SUBTOTAL GROUP E \_\_\_\_\_

**GROUP "F" METAL BOOK TRUCKS**

| ITEM # | ITEM       | MANUFACTURER  | UNIT PRICE | QTY EACH | EXTENDED PRICE |
|--------|------------|---------------|------------|----------|----------------|
| 600    | Book Truck | Smith Systems |            | 77       |                |
| 601    | Book Truck | Smith Systems |            | 82       |                |
| 602    | Book Truck | Smith Systems |            | 90       |                |
| 603    | Book Truck | Smith Systems |            | 64       |                |
| 604    | Book Truck | Smith Systems |            | 18       |                |

SUBTOTAL GROUP F \_\_\_\_\_

**SUMMARY OF BID**

| GROUP | FURNITURE                                | MFG.             | SUBTOTAL<br>FURNITURE<br>COST | INSTALLATION<br>COST | TOTAL | WAREHOUSING<br>COST PER<br>MONTH | WAREHOUSING<br>COST PER DAY |
|-------|--|------------------|-------------------------------|----------------------|-------|----------------------------------|-----------------------------|
| A     | Workstation                              | Global           |                               |                      |       |                                  |                             |
| B-1   | Seating                                  | Allseating       |                               |                      |       |                                  |                             |
| B-2   | Seating                                  | Keilhauer        |                               |                      |       |                                  |                             |
| C     | Tables                                   | Fixtures         |                               |                      |       |                                  |                             |
| D     | Modular<br>Furniture<br>Panel<br>Systems | Teknion          |                               |                      |       |                                  |                             |
| E     | Steel Book<br>Stacks                     | Tennsco          |                               |                      |       |                                  |                             |
| F     | Metal Book<br>Trucks                     | Smith<br>Systems |                               |                      |       |                                  |                             |

COUNTY CONTIGENCY FUNDS \$10,000.00

Subtotal Furniture Cost + Installation Cost =

BID TOTAL \_\_\_\_\_

---

The undersigned agrees that the unit prices submitted on the Bid Form will apply in the event that changes involving additions or deletions to the work to be performed under the Contract are authorized by written amendment from the Owner to the Contractor, and that the unit prices are based on providing all furniture installed, F.O.B. destination, in accordance with the requirements of the Contract Documents. The undersigned agrees to support the unit prices as specified in the solicitation documents.

Delivery can be made within \_\_\_\_\_ days after notice of award of contract.

List of most recent installations of comparable size and scope: (List dates of completion, with contact person, address, e-mail and phone number.)

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

STATEMENT OF BIDDER'S QUALIFICATIONS

To accompany bids submitted for the purchase and installation of furniture for the  
ATLANTA-FULTON PUBLIC LIBRARY SYSTEM CAPITAL IMPROVEMENT  
PROGRAM-PHASE I:

Full Legal Name of Bidder:

---

Business Address:

---

Bidder as a: (Check one)

Partnership \_\_\_ Individual Proprietorship \_\_\_ Other \_\_\_

(Specify)

---

When Organized:

---

Where Incorporated:

---

If Bidder is a partnership, list names of all partners.

---

---

How many years have you been engaged in business under the present firm name?

---

How many years experience in this line of work?

---

Credit Available for this Contract:

\$ \_\_\_\_\_

Have you ever refused to execute an awarded contract? If yes explain

---

Have you ever defaulted on a contract? If yes explain

---

---

Remarks:

---

---

(The above statements must be subscribed and sworn to before a Notary Public.)

Sworn to and subscribed

before me this day \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Firm Name

My Commission Expires

\_\_\_\_\_

\_\_\_\_\_  
Title



# FULTON COUNTY

*People*      *Vision*      *Neighborhoods*  
*Families*

*Mission*  
*To serve, protect and govern in concert with*  
*local municipalities*

*Values*  
*People*      *Customer Services*  
*Ethics*      *Resource Management*  
*Innovation*      *Equal Opportunity*

CONTRACT DOCUMENTS FOR

**12ITB092812K-NH**

**Office Furniture, Fixtures & Equipment Supply and  
Installation for the Atlanta Fulton Public Library  
System Capital Improvement Program, Phase I**

For

**Atlanta Fulton Library System**

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# CONTRACT AGREEMENT

Contractor: *[Insert Contractor Name]*  
Contract No.: *[Insert Project Number and Title]*  
Address: *[Insert Contractor Address]*  
City, State  
Telephone: *[Insert Contractor telephone #]*  
Email: *[Insert Consultant Email]*  
Contact: *[Insert Contractor Contact Name]*  
*[Insert Contractor 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 Contractor Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as “**Contractor**”.

## WITNESSETH

WHEREAS, County through its **Atlanta Fulton Library System** hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Contractor to provide, deliver and install furniture, fixtures and equipment for the Atlanta Fulton Public Library System Capital Improvement Program, Phase I, hereinafter, referred to as the “**Project**”.

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

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

## ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Scope of Work
- V. Exhibit C: Compensation;
- VI. Exhibit D: Purchasing Forms;
- VII. Exhibit E: Contract Compliance Forms;
- VIII. Exhibit F: Insurance and Risk Management Form;
- IX. Exhibit G: Payment & Performance Bonds (if applicable)

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 Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

The Agreement was approved by the Fulton County Board of Commissioners on **[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 Contractor agree the Project is to provide, deliver and install furniture, fixtures and equipment for the Atlanta Fulton Public Library System Capital Improvement Program, Phase I. 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 Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit B, Scope of Services.

## ARTICLE 5. SERVICES PROVIDED BY COUNTY

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

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

## ARTICLE 6. MODIFICATIONS

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

## ARTICLE 7. SCHEDULE OF WORK

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

## ARTICLE 8. CONTRACT TERM

Contracts/Purchase Orders will be issued on a per project basis. Each contract will commence upon issuance of Notice to Proceed (NTP) and continue for three (3) years or until acceptance of completion by the County.

## ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, 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 10. PERSONNEL AND EQUIPMENT

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

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

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

## ARTICLE 11. SUSPENSION OF WORK

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

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

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

## ARTICLE 12. DISPUTES

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

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit B, 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 Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

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

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

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

#### ARTICLE 15. WAIVER OF BREACH

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

#### ARTICLE 16. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or

construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

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

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

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

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

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

Contractor 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, 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.

Contractor 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 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. 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 19. COVENANT AGAINST CONTINGENT FEES

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

#### ARTICLE 20. INSURANCE

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

#### ARTICLE 21. PROHIBITED INTEREST

##### Section 21.01 Conflict of interest:

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

##### Section 21.02 Interest of Public Officials:

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

#### ARTICLE 22. SUBCONTRACTING

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

#### ARTICLE 23. ASSIGNABILITY

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

#### ARTICLE 24. ANTI-KICKBACK CLAUSE

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

#### ARTICLE 25. AUDITS AND INSPECTORS

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

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

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

**ARTICLE 26. ACCOUNTING SYSTEM**

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

**ARTICLE 27. VERBAL AGREEMENT**

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

**ARTICLE 28. NOTICES**

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

Notice to County, shall be addressed as follows:

***[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:**

Fulton County Department of Purchasing

Purchasing Director

130 Peachtree Street, Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 730-5800

Facsimile: (404) 893-6273

Attention: Felicia Strong-Whitaker, Interim Director

Notices to Contractor shall be addressed as follows:

**[Insert Contractor Representative for project]**

**[Insert Contractor Address]**

Telephone:

Facsimile:

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

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

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

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

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

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

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

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

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

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

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

herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

### ARTICLE 32. OPEN RECORDS ACT

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

### ARTICLE 33. CONTRACTOR'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 Contractor 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 Contractor and the County, such that the Contractor'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 34. INVOICING AND PAYMENT

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

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

**Submittal of Invoices:** Contractor 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:

Facsimile:

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

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

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

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

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability

to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 35. TAXES

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

#### ARTICLE 36. PERMITS, LICENSES AND BONDS

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

#### ARTICLE 37. NON-APPROPRIATION

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

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

termination period is provided or the County suspends performance pending the appropriation of funds.

**ARTICLE 38. WAGE CLAUSE**

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

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

***[Insert Contractor COMPANY NAME ]***

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John H. Eaves, Commission Chair  
Board of Commissioners

ATTEST:

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

ATTEST:

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Mark Massey  
Clerk to the Commission (Seal)

---

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

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Office of the County Attorney

APPROVED AS TO CONTENT:

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

# **ADDENDA**

**EXHIBIT A**

**GENERAL CONDITIONS**

**EXHIBIT B**

**SCOPE OF WORK**

**EXHIBIT C**

**COMPENSATION**

**EXHIBIT D**

**PURCHASING FORMS**

**EXHIBIT E**

**CONTRACT COMPLIANCE FORMS**

**EXHIBIT F**

**INSURANCE AND RISK  
MANAGEMENT FORMS**

**EXHIBIT G**

**PAYMENT & PERFORMANCE BONDS**