



FULTON COUNTY



INVITATION TO BID 13ITB84815B-BR

Newspapers, Magazines and Serials Subscriptions

For

The Library Department

BID DUE DATE AND TIME: Tuesday, September 25, 2012 11:00 A.M.

BID ISSUANCE DATE: August 22, 2012

PURCHASING CONTACT: Brian Richmond

E-MAIL: brian.richmond@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
13ITB84815B-BR Newspapers, Magazines and Serials Subscriptions
FULTON COUNTY GOVERNMENT

SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government ("County") invites sealed bids for **13ITB84815B-BR Newspapers and Periodicals**

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:** Selected Respondent will provide print periodicals, newspapers and serials, to single or multiple library addresses, for domestic and foreign titles published in paper format in English and other languages, and related services. The detailed scope of work and technical specifications are outlined in Section 6 of this bid document.
- c. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
- d. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting Brian Richmond, Assistant Purchasing Agent at e-mail brian.richmond@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: Brian Richmond
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303

Reference Bid # 13ITB84815B-BR

2. PRE-BID CONFERENCE: There is no pre-bid conference for this project.**3. SUBCONTRACTING OPPORTUNITIES**

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

4. SITE VISIT: There will be no site visit for this project.**5. PREPARATION AND SUBMISSION OF BIDS**

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

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

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

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

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

RE: 13ITB84815B-BR Newspapers, Magazines and Serials Subscriptions

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 Brian Richmond no later than 2:00 PM, Wednesday, September 12, 2012. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

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

8. REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

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

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

9. TERM OF CONTRACT:

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2013, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2013. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the

written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2014 and shall end no later than the 31st day of December, 2014. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

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:** No bonds of any kind are required.
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 5 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 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

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.

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 Check List	Check (✓)
1	One (1) Proposal marked " Original "	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <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 (not required for this project)	
8	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire	
9	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H: First Source Jobs Program – Form 2 (if applicable)	

EXHIBIT 1

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

<p>10</p>	<p>Evidence of Insurability, proposer must submit one (1) of the following:</p> <ul style="list-style-type: none">Letter from insurance carrierCertificate of InsuranceAn umbrella policy in excess of required limits for this project	
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SECTION 2

BID FORM

13ITB84815B-BR Newspapers, Magazines and Serials Subscriptions

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

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
- 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 _____, 201__.

(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 _____, 201__

(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 _____, 20__

(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 _____, 201__.

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).

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**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 (EEO), describing the racial and gender make-up of the firm's work force. If the EEO 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: _____

Section 4

13ITB84815B-BR Newspapers, Magazines and Serials Subscriptions

Contract Compliance Requirements

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		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	
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																	
TOTAL																	

FIRMS'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)

Financial

Supervision

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Decisions</u>	<u>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.

REPORTING PERIOD	PROJECT NAME:				
FROM:	PROJECT NUMBER:				
TO:	PROJECT LOCATION:				
PRIME CONTRACTOR	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:					
Address:					
Telephone #:					

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

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: _____

SECTION 5

Insurance and Risk Management Provisions Newspapers and Periodicals (Library System)

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

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

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/construction 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 (Other than Products/Completed Operations)General Aggregate	Each Occurrence	\$1,000,000
\$2,000,000		

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	
\$100,000		

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence
 \$500,000
 (Including operation of non-owned, owned, and hired automobiles).

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 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.

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.

The insurance for the additional insureds 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 Insureds.

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

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

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

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

SECTION 6

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Description of Project:

Selected Respondent will provide print periodicals, newspapers and serials, to single or multiple library addresses, for domestic and foreign titles published in paper format in English and other languages, and related services. AFPLS has identified approximately 85% of the titles staff intends to order. The List of Requested Titles is included in pricing form. Respondents must indicate the available titles by entering a Yes or No in the Availability of Titles Column. Respondents must enter a Per Unit Price, a Service Charge if applicable, and the Total Cost for the title. (Per Unit Cost + applicable Service Charge x number of copies = Total Cost) Respondents must be capable of providing at least 95% of requested titles to meet bid specifications.

Scope of Work Summary:

The Atlanta-Fulton Public Library System currently consists of 31 branches, one Central Library, and one Research Library with a serials collection of over 5,000 titles based on current subscription requests. Print periodicals, serials, and newspapers are sent directly to the branch location (known as subscriber). Costs will be based on the delivered print title. AFPLS intends to contract with a single vendor to provide the supply of print periodicals, serials, and newspapers (local and international) for Library customers, and to provide library personnel with information relating to Library orders and related services. Respondents must have an online database of titles and must provide the Library access to this database at no charge, in order for the Library to search titles, submit orders, cancel orders, claim materials, and check status. Respondents must also provide onsite training for staff and provide passwords to access Respondent's online database, make available complete MARC records for inclusion in our SIRSI online catalog for all new subscriptions and title changes for current subscriptions, and provide management reports electronically and in paper format. Selected Respondent will provide all qualified personnel, facilities, equipment, supplies, software and appropriate interface for placement of new and renewal subscriptions to single or multiple addresses for domestic and foreign serials published in paper format in both English and other languages, and for related services. Respondent(s) MUST provide a complete title list of their current catalog as part of the bid response and must also indicate the mechanism for obtaining titles not represented in their current catalog. Respondents must also include examples of the required management reports as part of the bid response. Respondent is expected to work closely with Atlanta-Fulton Public Library System staff in providing these functions to AFPLS in accordance with standards provided by the Library.

SECTION 7

GENERAL CONDITIONS

- A. General Newspapers, Periodicals and Serials Subscription Service specifications
- B. Conversion
- C. Database Access
- D. Cost
- E. Subscription Period
- F. Basic Order Requirements
- G. Ordering Support Services
- H. Administrative Services
- I. Account Management
- J. Library Management Reports
- K. Delivery Points and Billing
- L. Electronic Data Exchange
- M. Training
- N. Respondent Support

Selected Respondent(s) is expected to meet the general conditions of:

A. General Periodicals and Serials Subscription Service Specifications

Respondents must be able to supply print periodicals, serials, and local and international newspapers for Library customers. The quantity of subscriptions to be ordered will vary between subscribers. Approximately 90% of the total subscriptions placed by AFPLS will be renewal subscriptions. Respondents must demonstrate the ability to provide subscription services to all subscriptions generally available via an agent from foreign and domestic publishers, assuming sufficient publication information can be supplied by the ordering subscriber. The Respondent must supply subscriptions to include yearbooks, annuals, newspapers, U.S. Government Printing Office and NTIS publications, periodicals, proceedings, continuations, and any other print periodicals as requested. Only one Respondent will be selected to provide these materials.

1. Respondent's overall fill rate, for each year of the contract, must meet or exceed ninety five percent (95%) for all items ordered.

2. Respondent must have an online platform through which the Library can manage its subscriptions, at no cost to AFPLS. Respondent must provide the ability for AFPLS to search the Respondent's online database, submit orders, cancellations, claims, print, e-mail or download reports at no cost to the Library.

3. Respondent must be able to make available complete MARC records for inclusion in our online catalog for new subscriptions and title changes for current subscriptions.

4. Respondent must provide an electronic list in Data Interchange Format (dif) of all renewal subscriptions at least six (6) months prior to renewal which includes all titles previously ordered, with current status, current price, and renewal dates. Renewal information must also be made available in a paper list format.

5. Respondent must provide management reports, at AFPLS request, but not less than four (4) times annually, in an electronic format consistent with our established standard software of Microsoft Office 2003, Desktop suite, as well as in a paper format by subscriber or groups of subscribers, domestic and/or international publication for:

- Orders
- Renewals
- Cancellations
- Price histories
- Price projections
- Domestic serial subscriptions
- International serial subscriptions

- Title changes, ceased titles, merged titles, frequency changes, split titles, discontinued titles, suspended titles, etc.

6. Respondent must provide, at no cost, a replacement copy inventory of at least 2,000 general interest periodical titles from the previous two years, to replace missing issues, and must offer a free sample issue service. Respondent must also provide a list of available titles.

7. Respondent **MUST** provide a complete title list of their current catalog as part of the bid response and must also indicate the mechanism for obtaining titles not represented in their current catalog.

8. Respondent must be able to provide written documentation of payment to publisher on behalf of Atlanta-Fulton Public Library System before invoicing the library.

9. Respondent should have working relationships with major ILS vendors and have interfaces established to provide a gateway to their online serials control modules.

10. Respondent must accept rush orders by telephone, fax, or e-mail. A toll-free telephone number and customer service representative must be provided. Service representative will respond to telephone, e-mail, or fax inquiries within 24 to 48 hours.

B. Conversion

Respondent will take appropriate action to prevent interruption in the Library's receipt of current print serial subscriptions. The Respondent will accept the AFPLS renewal list and will assign a representative to coordinate the transfer of subscriptions to the new Respondent. The Respondent will establish a conversion schedule and plan within 30 days of date of bid award. The conversion schedule must be designed so that all expiration dates end on the same date. In the event of an interruption of service, the Respondent will obtain any missing issues and deliver them to the appropriate subscriber. Respondent will make AFPLS aware of start and end dates for each subscription and will communicate any changes prior to start date of subscription.

C. Database Access

The Respondent will provide the Library with telecommunications access to the Respondent's database in order to provide the Library with the following information:

1. Complete bibliographic information by title, ISBN, publisher, price, frequency, and any other information necessary for the Library to place orders in an online environment.

2. Complete bibliographic information for the Library's current active print periodicals subscriptions.
3. Complete subscription information by subscriber's account number, for all current active orders.
4. Current publication information: the last issue shipped, next issue due, invoice information, title changes, etc. necessary for claiming.
5. Necessary technical support to maintain the telecommunications network. Database access should be twenty-four (24) hours, seven (7) days a week.

D. Cost

Cost is defined as the prevailing United States of America newsstand price or stated publishers list price in U.S. Dollars equivalency less Publisher's and /or Respondent's discount, based on a one-year subscription, including early payment discounts plus Respondent anticipated service charges. The Respondent must provide AFPLS with the **lowest available price** based on anticipated number of titles listed in this bid. Both service fee and volume discount should be indicated separately. Note that all shipping costs must be included in the price as there is no separate allowance to include this cost.

1. Periodicals Cost: This cost is defined as the newsstand price or stated publishers list price in U. S. dollars equivalency, minus any discount, plus service charges and shipping costs.

2. Serials Cost: This cost is defined as the newsstand price or stated publishers list price in U.S. Dollars equivalency, minus any discount, plus the service charge for MARC record creation, processing and uploading files, and shipping costs.

E. Subscription Period

1. Order Placement: Respondent will place all new and renewal orders with publishers within ten working days after receipt of authorization to order, or receipt of the review title list if it is received after authorization to order.

Exceptions are allowed only by written prior mutual agreement between AFPLS and Respondent. Publisher permitting, Respondent will be required to place subscriptions at any time during the year, and to assist in prorating for common expiration date, as required. All orders placed must include actual prices or estimated prices, which are based on previous year's price plus up to a 15% maximum increase.

2. Servicing the Subscription: Respondent will provide administrative and other such services for each subscription placed until three months after its expiration, i.e., the publication of the last issue covered by that subscription period.

3. Initial Service Year: Unless AFPLS waives the option, prior to placing the initial order the Respondent will organize and format the list used for the pre-order price quotation into a final annual renewal list and forward it to AFPLS for review. If AFPLS does not waive this option, and the Respondent fails to obtain clarification from AFPLS regarding the title list, so that the Respondent places

orders based on the list submitted for competition purposes, AFPLS retains the right to cancel titles ordered against their intentions and, in this instance, will not be responsible for charges the publisher will not refund to the Respondent.

4. Renewal Years

Basic Renewal Service: Six (6) months prior to expiration, a solicitation to renew the complete list of previously ordered subscriptions is required. Renewal information must be available in electronic format consistent with the Library's established software standards of Microsoft Office 2003, Desktop suite, as well as paper format, magnetic tape or in other machine-readable form and via the Respondent's electronic database. The annual renewal listing will be provided by the Respondent to the Library. The Library will make additions, deletions, corrections, etc. to the list and will return it to the Respondent as an indication to renew. Upon receipt of the corrected annual renewal listing, the Respondent will place the orders/renewals within ten (10) working days.

F. Basic Order Requirements

1. Order Placement: The Respondent will place all new and renewal orders with publishers within ten working days after receipt of authorization to order, or receipt of the review title list if it is received after authorization to order. Exceptions are allowed only by written prior mutual agreement between AFPLS and Respondent.

2. Unavailable Titles: In cases where publications are available through direct order arrangement only, are discontinued, are suspended, have changed title, or have otherwise become unavailable, the Respondent will so notify the Library no later than at the time of invoicing.

3. Costs in Excess of Authorized Price: In cases where the price of the title on the renewal list would, when the order is submitted to the publisher, exceed the previous year's price by 15%, the Respondent must notify the Library within three working days of discovery. Once the Library instructs the Respondent to proceed with the order, the Respondent must place the order within ten (10) working days.

4. Payment to Publishers

a. Advance Payments: The Respondent will pay all regular subscription orders in advance, prior to submission of the first invoice.

b. Adjustments: The Respondent will make additional payment as necessary and will invoice the Atlanta-Fulton Public Library for currency fluctuations, postage rate adjustments, etc.

5. Records: The Respondent will maintain complete records of all bibliographic and financial transactions of each Subscriber for up to three years. The Respondent will provide to the Library immediate access to these records on demand, in an electronic format consistent with the Library's established software standard of Desktop suite Microsoft Office 2003.

G. Ordering Support Services

In support of basic order and renewal services, the Respondent will perform the following services and provide products as described below.

1. Initializing Subscription Service: Once award is made, the subscription renewal and order list will be formatted by the Respondent for review by the Library, unless the Library specifically waives the option.

a. Initial Title List: The Library will forward to the Respondent a complete list of subscription titles to be ordered or renewed. The Respondent will organize the list into the format of an annual renewal list, six (6) months prior to the renewal of the subscription, as specified below. The Respondent will forward three (3) copies of the renewal list to the Library, with the prevailing price in U.S. currency equivalency.

b. Confirmation List: The Library will review the renewal list, make necessary changes, and return it to the Respondent. The Respondent will reformat the renewal list, incorporating all changes, additions, and deletions, into a final list.

c. Order Placement: The Respondent will place renewals with the publishers within ten days of receipt of the final list or authorization to order from a contracting officer, whichever is later.

2. Subscription Title Lists: The Respondent will be able to provide a renewal list as described below, in paper and in electronic format. The Library may choose to receive either or both formats, paper or electronic.

3. Electronic Format: Copies of renewal lists will be submitted to the Atlanta-Fulton Public Library via electronic format for all agencies by title ordered. Format must be readable by Library established software standards.

4. Minimum Information: Renewal lists will contain the following minimum information:

- a) Complete "Bill-to" and "Ship-to" address
- b) Account numbers
- c) Title
- d) ISSN
- e) Quantity (number of copies per title and total number of subscriptions)
- f) Subscription period covered
- g) New, renewal, subscription added or transferred
- h) Price – publisher's latest known rate currently available (in U. S. currency)
- i) Service charge
- j) Title frequency
- k) Bibliographic status of those titles currently under review for renewal

5. Ongoing Subscription Services: In addition to renewal listings, subscription support services will include items ordered throughout the year. Such subscription order requests will be submitted by the Library's authorized person and forwarded to the Respondent for placement with the publisher for the subscription period indicated, subject to the terms of this agreement. Ongoing subscription services will include the following:

- a) New subscriptions
- b) Renewals

- c) Late renewals
- d) Back issues
- e) Added copy subscriptions
- f) Special orders
- g) Memberships
- h) Claiming

6. Order Information Required: Each completed order will contain the following information:

- a) "Bill-to" and "Ship-to" address
- b) Account number chargeable
- c) Purchase order number (if applicable)
- d) Title
- e) ISSN
- f) Quantity
- g) Subscription period covered
- h) Type of services, i.e., new subscription, late renewal, added copy, etc.

7. Additional materials

a. Not included in the subscription price: As the Respondent is responsible for providing all material published within a given subscription year, the Respondent will notify each subscriber of special issues, unnumbered supplements, and indexes not included in the basic subscription price. These items will be made available to the subscriber by special order at the publisher's price and the firm fixed Respondent service charge, with no additional charges except those transportation costs charged by the publisher.

b. No charge materials: Annual indexes, other indexes, title pages, table of contents, and other materials normally supplied at no cost by the publisher, are to be supplied automatically by the Respondent at no cost to the Library.

8. Rush Orders: Upon receipt of a telephone call, email or fax requesting a rush order, the Respondent will transmit the order to the publisher within 24 hours, by telephone, email, or fax. If the publisher will not accept the order without prior payment, the Respondent will send out such payment within that 24 hour period. Notify AFPLS of cost within ten (10) working days, via invoice requesting payment.

9. Catalog: Respondent will provide an annual catalog of titles available. The catalog may be print or made available electronically, e.g. via the Internet, at no additional charge to the Library. The Library retains the right to request paper copies of catalog information. The catalogs will have as a minimum the following information:

- a) Titles
- b) ISSN
- c) Cost
- d) Frequency
- e) Enumeration

- f) Title changes, with cross references
- g) Documented constraints

10. Publisher's Prices: The Respondent will provide on demand publisher's invoices or other documentation acceptable to AFPLS to verify subscription costs charged to the Library.

H. Administrative Services

The Respondent will provide the following administrative services to support the subscription ordering services:

1. Personal Representative: At no additional cost, the Respondent will assign a representative by name to provide personalized assistance (via toll-free telephone number, email, and fax) for each account.

2. Claims for missing, defective, or mutilated issues: The Respondent will act as the contact point for the Library in obtaining from the publisher replacement copies of issues defective, lost in transit or otherwise missing, or mutilated, provided the loss is reported to the Respondent within forty-five (45) days. The Respondent will advise the Library of any claiming restrictions imposed by the publisher. The **Respondent will handle all claims for any subscription for up to three (3) months after the termination or expiration date of the subscription.**

a. Claim Forms: The Respondent will supply the Library with claim forms for missing issues to be used for follow-up. Forms will be submitted via fax or U.S. mail.

b. Electronic Claims: An alternative to paper-based claim will be electronic claims service. The Library retains the right to choose whether to use electronic claims or paper-based claims, and will retain the option of transmitting electronic claims and receiving periodic paper reports for confirmation.

c. Timeframe: The Respondent will place all claims with the publisher within a minimum of five (5) working days after receipt. In addition, the Respondent will accept rush claims by telephone, email, or fax and process these claims in fewer than five (5) days. The Respondent will deliver claimed items to the subscriber within six (6) weeks of receipt of the claim.

d. Claim Information: All claim notices sent from the Respondent to the publisher will include the following information:

- a) Title being claimed
- b) Specific issues needed
- c) Number of the claim (first claim, second claim, etc.)
- d) Date of the Respondent's order to the publisher
- e) Subscription period
- f) Amount paid
- g) Proof of payment
- h) Address of subscriber

3. Refund Credits

a. Lost print periodicals/newspapers/serials, replacements,

discontinued/cancelled, delayed publication, quoted price less than actual price of publication:

When a subscription title is lost; discontinued/cancelled; publication date delayed; replacement copy is unavailable; or quoted cost less than actual cost, the Respondent will make a refund in full of all amounts refunded by the publisher in the form of a refund credit memorandum.

Respondent will e-mail the credit memorandum to AFPLS and send a paper copy of the invoice by mail. "Credit Memorandum" must be written prominently on the document and must consist of the following:

- a) Invoice number
- b) Account number
- c) Subscriber code
- d) Title
- e) Title code
- f) Dollar amount

Respondent must accept credit memorandum as payment for outstanding invoices when submitted by AFPLS.

b. Due to Cancellation: In those instances in which a refund has been requested due to timely cancellation of a subscription, the Respondent will provide written evidence of their attempts to secure a refund from the publisher on behalf of the Library.

c. Duplicate Issues: At the request of the Library the Respondent will deal directly with the publisher in correcting duplicate issue errors. Under no circumstance shall the Library be invoiced for duplicate orders. In the event duplicate orders occur, the items are to be returned to the publisher and the Respondent must pay shipping costs directly to the transporting agency.

d. Addresses**1. Bill-to and Ship-to addresses**

The subscriber addresses will have the capacity for up to five (5) lines for each address, with each line up to 30 characters.

2. Change of Address: The Respondent will notify the publisher when the subscriber's address changes.

I. Account Management

The Respondent will provide best estimates of possible outstanding supplemental costs. The Library may request a report of estimated outstanding costs prior to the end of the fiscal year. The Respondent will be responsible for ensuring that all orders are completed and invoices issued within the same fiscal year in which the order is placed. The Respondent will cooperate with Fulton County in account reconciliation. The Respondent will report foreign and domestic pricing trends to the Library at least annually. The Respondent will, at the Library's request, provide renewal lists which indicate expected inflation and price increase estimates for the Library's renewal lists.

1. Membership Entitlements: The Respondent will provide a written summary of all publications and/or materials received through memberships, i.e., title, frequency, quantity of each publication, and special membership benefits.

2. Sample Copies: The Respondent will request sample copies of a print periodical, at no cost, when requested to do so by the Library.

3. Back Issues: Upon request by the Library, the Respondent will acquire back issues of print periodicals of a title for up to two (2) years prior to the date of the current volume.

4. Information Bulletins: The Respondent will provide, at least quarterly, and at no cost, an information bulletin updating the last known information on various print periodicals, periodicals and newspapers.

J. Library Management Reports

1. Specifications: At no additional cost and on demand, the Respondent will provide electronic reports containing all or part of the following information as specified by the Library:

- a) Title
- b) Subscriber/Ship-to address
- c) Invoice – item number
- d) Subscription period
- e) Quantity
- f) Frequency
- g) Price with adjustments and estimates
- h) ISSN
- i) Volume
- j) Local information lines: these reports will be able to capture stored local information (subject identification, agency assigned number/code, internal fund accounting, etc.) in fields which equal a minimum of 100 characters on the report.

2. Sorting: The Respondent will provide the Library with a Data Interchange Format (dif) file that will have the capability of sorting, subtotaling, and re-totaling the reports by any of the above fields of information.

3. Medium: The Respondent will provide reports in paper or electronic formats. The Library retains the right to choose which Data Interchange Format (dif) to receive.

4. Minimum Required Reports: At a minimum, the Respondent will be able to provide the following reports at no cost:

a. Financial Summary Reports: Respondent will provide on demand, a list of all Respondent instigated credit or debit invoices to the Atlanta-Fulton Public Library System for services provided. This report will include invoice number, subscriber identification, account number, dollar amount, and service fee charged.

b. Claims Lists: Respondent will provide the Library with a monthly listing of all outstanding claims and any responses received from the publisher. If an additional claim is required for an item appearing on the report, the report itself may be used as a reclamation document by the Library.

c. Subscription Status Information: Monthly, or on demand, the Respondent will notify the Library in writing of any irregularity or change in

status, such as: bill later, non-cancellable, slow, irregular, discontinued, order direct, split title, not due for renewal at this time, period restricted, establishing contact with publisher, temporarily suspended publication, foreign title, estimated price, and price increase since last billing published price, etc.

d. Ship-to List: The Respondent will provide, on demand, a listing of all subscriber agencies and their complete addresses.

e. Courtesy Invoice Data: The Respondent will supply the Library with a separate itemized invoice for each subscriber, arranged alphabetically by title, and will provide four (4) paper copies of all invoices. Electronic and paper invoices must be received by the Library one month after renewals and or new orders have been sent to the Respondent.

f. Additional Reports: Additional reports and electronic data will be made available to the Library. Examples include, but are not limited to, electronic files of catalog data in MARC format, local or consortia holdings data, data related to the usage of electronic services.

5. Pricing: Respondent will offer a flat fee per title added to the Respondent's price for title, including discounts received by the Respondent from the publisher. Net price must include shipping cost. This cost **MUST BE** reflected in service charges. All pricing information must be entered on the Pricing Form (see list of requested titles attached).

6. Average Price Index Report: The Respondent will provide an average price index report to each subscriber covering a five (5) year period for all subscriptions. On demand, this report will be arranged by subscriber agency, and alphabetically by title or by subject identification.

7. Missing Issues: Respondent will provide missing print periodical issues, at no cost, from a storehouse of collected issues. The inventory should include at least 2,000 general interest print periodical titles from the previous two years, to replace missing issues. Respondent must provide a list of available titles.

K. Delivery Points and Billing

1. Delivery of Subscriptions: Print periodicals, serials, and newspapers will be sent directly to the subscriber indicated and all price quotations will be based on the delivered subscription. (See Exhibit A for current Branch Locations)

2. Delivery of Invoices, Reports, etc.: All Respondent invoices, subscription renewal lists, and management reports, unless otherwise requested, will be sent to the following address:

Atlanta-Fulton Public Library System
Serials Unit
1 Margaret Mitchell Square
Atlanta, GA 30303-1089
Attn: Bernice Truitt

3. Invoices: Invoices must be sent in quadruplicate and list the title, number of copies, subscriber account number, price, service fee, and purchase order number.

L. Electronic Data Exchange

Respondent will describe data available and methods for exchanging data electronically from one system to another, or in files ready for use by proprietary software. The Library will provide local system specifications. Respondent will provide free retrospective conversion service of all print periodical, serial and newspaper titles, both active and inactive.

M. Training

The Respondent will provide at no cost, on demand, on site in-service training to librarians and staff members involved in handling print periodicals, serials, and newspaper subscriptions. The training shall consist of navigating the Respondent's electronic database and will include: ordering, claiming, reports creation, cancellation, subscription status, etc.

N. Respondent Support

1. Respondent must provide a project manager for AFPLS, who will provide the following services:
 - a. Problem resolution, with a guaranteed response time of 24 to 48 hours for all telephone calls or correspondence received from AFPLS.
 - b. Authority to approve and implement any requested changes to subscription specifications received from AFPLS.
 - c. Provision of status reports on all required subscription.
 - d. Assistance in developing, at no cost, new serials functionality to reflect the changing needs of AFPLS.
 - e. Provide no cost, on demand, detailed in-service training for AFPLS staff as needed and requested.
 - f. A resume of the AFPLS project manager must be provided as part of Respondent's proposal.
 - g. The project manager must meet with AFPLS project manager or his/her designee, at least quarterly if needed, to discuss issues and concerns. At least one meeting must occur at the AFPLS Central Library. Respondent's project manager must visit AFPLS at the start of the project for specifications.

SECTION 8

SPECIAL CONDITIONS

Respondent must have 10 years' experience in managing print periodical, newspaper and serial subscriptions for public libraries.

Respondents will be required to submit a list of five (5) public libraries to which the Respondent currently provides print periodical, serial and newspaper subscriptions, including subscriptions to titles published outside the United States. These libraries must be of a size comparable to that of the Atlanta-Fulton Public Library System.

Respondent must include the name and address for each of these five libraries, and the name and phone number of a contact person at each library who AFPLS can contact for a reference on the Respondent.

SECTION 9

PRICING FORMS

Vendor must complete Cost information on the Pricing Form. For the Availability of Titles Column, enter a **Yes** if the title and quantities are available and **No** if unavailable. The Items Cost column should be the total cost of the **requested quantity**. Service Charges column should be inclusive of all fees including postage cost. Total Cost column is the total of items cost and service charges columns.

LIST OF TITLES	ISSN NUM	RENEW DATE	QTY	AVAILABILITY OF TITLE	ITEMS COST	SERVICE CHARGE	TOTAL COST
AASRA : PUNJABI ENGLISH MAGAZINE		7/1/2013	1				
AARP BULLETIN	1044-1123	7/1/2013	6				
AARP THE MAGAZINE – C ED – AGES 70 AND ABOVE	1548-2014	7/1/2013	6				
ABA BANKING JOURNAL/INCL FREE INDEX/	0194-5947	7/1/2013	1				
ABOUT TIME MAGAZINE	1060-3905	7/1/2013	1				
ACADEME TODAY – ONLINE + ELECTRONIC MAIL		7/1/2013	3				
ACCRA COST OF LIVING INDEX	1070-9169	7/1/2013	1				
ADMINISTRATIVE PROFESSIONAL UPDATE	1549-974X	7/1/2013	1				
ADVERTISING AGE - PRINT + ONLINE/ REG DELIVERY/	0001-8899	7/1/2013	2				
ADVERTISING RED BOOKS - ADVERTISERS ED / S04/		1/1/2014	1				
ADVERTISING RED BOOKS - ADVERTISERS ED / S09 /	1549-8778	1/1/2014	1				
ADVERTISING RED BOOKS- ADVERTISERS ED- /S08/		1/1/2014	1				
ADVERTISING RED BOOKS-AGENCIES ED. / S07 /	1548-257X	1/1/2014	1				
ADVERTISING ANNUAL		1/1/2014	1				
ADVOCATE / NEW YORK / SURFACE MAIL/	0001-8996	7/1/2013	4				
ADWEEK - NATIONAL ED	1549-9553	7/1/2013	1				
AEROSPACE SOURCE BOOK		1/1/2014	1				
AFL-CIO GUIDE TO UNION SPONSORED SCHOLARSHIPS AWARDS		1/1/2014	1				
AFRICA CONFIDENTIAL - ENGLISH ED	0044-6483	7/1/2013	1				
AFRICA HEALTH /FOR US/	0141-9536	7/1/2013	1				
AFRICA & MIDDLE EAST TEXTILES	1744-6767	7/1/2013	1				
ARRICA REPORT	1950-4810	7/1/2013	1				
AFRICA TODAY - TN	0001-9887	7/1/2013	1				
AFRICAN AFFAIRS - PRINT + ONLINE	0001-9909	7/1/2013	1				
AFRICAN AMERICAN PULPIT / SUSPENDED EFF SUMMER 2010 /	1094-0111	7/1/2013	1				

AFRICAN AMERICAN REVIEW /DELAYED PUBLICATION /	1062-4783	7/1/2013	1				
AFRICAN ARTS - PRINT + ONLINE	0001-9933	7/1/2013	1				
AFRICAN HERALD	1069-8205	7/1/2013	1				
AFRICAN IDENTITIES – DDP / ALL EXCEPT GBR IRL TAF /	1472-5843	7/1/2013	1				
AFRICAN STUDIES - PRINT + ONLINE - SINGLE SITE ACCESS	0002-0184	7/1/2013	1				
AFRO-AMERICANS IN NEW YORK LIFE AND HISTORY	0364-2437	7/1/2013	1				
AFRO-HISPANIC REVIEW	0278-8969	7/1/2013	1				
AHA GUIDE		1/1/2014	1				
AJN CAREER GUIDE		1/1/2014	1				
AL JUMUAH	1092-3772	7/1/2013	1				
ALA-APA SALARY SURVEY	1943-698X	1/1/2014	1				
ALABAMA BUSINESS - ONLINE	1542-8974	7/1/2013	1				
ALABAMA HERITAGE	0887-493X	7/1/2013	1				
ALABAMA REVIEW	0002-4341	7/1/2013	1				
ALASKA MAGAZINE	0002-4562	7/1/2013	1				
ALBANY HERALD / GA / DAILY & SUNDAY/		7/1/2013	1				
ALLURE	1054-7711	7/1/2013	3				
ALMANAC OF AMERICAN EMPLOYERS - INCLS CD-ROM	1088-3150	1/1/2014	1				
ALMANAC OF AMERICAN POLITICS - SOFTCOVER	0362-076X	1/1/2014	4				
ALMANAC OF THE 50 STATES / PAPERBOUND /	0887-0519	1/1/2014	2				
ALPHARETTA NEIGHBOR	0191-8494	7/1/2013	1				
ALPHARETTA REVIEW AND NEWS		7/1/2013	2				
AMAZING SPIDER MAN	0274-5232	7/1/2013	1				
AME CHURCH REVIEW	0360-3725	7/1/2013	1				
AMERICA / NATIONAL CATHOLIC WEEKLY / PRINT + ONLINE	0002-7049	7/1/2013	1				
AMERICAN ARTIST	0002-7375	7/1/2013	3				
AMERICAN BABY	0044-7544	7/1/2013	1				
AMERICAN BIOLOGY TEACHER	0002-7685	7/1/2013	1				
AMERICAN CITY & COUNTY / FOR LIBRARIES & SCHOOL	0149-337X	7/1/2013	1				
AMERICAN CRAFT	0194-8008	7/1/2013	1				
AMERICAN FIRMS OPERATING IN FOREIGN COUNTRIES – ONLINE – BASIC		1/1/2014	1				
AMERICAN FIRMS OPERATING IN FOREIGN COUNTRIES – ONLINE		1/1/2014	2				
AMERICAN FORESTS	0002-8541	7/1/2013	1				
AMERICAN FORESTS MEMBERSHIP		1/1/2014	1				
AMERICAN FUNERAL DIRECTOR	0002-8576	7/1/2013	1				
AMERICAN GENEALOGIST	0002-8592	7/1/2013	1				
AMERICAN GIRL	1062-7812	7/1/2013	12				
AMERICAN HERITAGE	0002-8738	7/1/2013	5				
AMERICAN HISTORY	1076-8866	7/1/2013	1				
AMERICAN INDIAN QUARTERLY	0095-182X	7/1/2013	1				
AMERICAN JEWISH YEAR BOOK	0065-8987	1/1/2014	2				
AMERICAN JOURNAL OF NURSING	0002-936X	7/1/2013	1				

AMERICAN LEGACY	1086-7201	7/1/2013	7				
AMERICAN LIBRARIES / FOR INSTITUTIONS /	0002-9769	7/1/2013	5				
AMERICAN LIBRARY ASSOCIATION MEMBERSHIP		1/1/2014	1				
AMERICAN LIBRARY DIRECTORY	0065-910X	1/1/2014	2				
AMERICAN LITERATURE - PRINT + ONLINE	0002-9831	7/1/2013	1				
AMERICAN PATCHWORK & QUILTING	1066-758X	7/1/2013	1				
AMERICAN PHOTO	1046-8986	7/1/2013	1				
AMERICAN REFERENCE BOOKS ANNUAL / FOR NORTH & SOUTH /	0065-9959	1/1/2014	1				
AMERICAN RIFLEMAN	0003-083X	7/1/2013	1				
AMERICAN SALON	0741-5737	7/1/2013	1				
AMERICAN SPECTATOR	0148-8414	7/1/2013	1				
AMERICAN THEATRE	8750-3255	7/1/2013	1				
AMERICAN UNIVERSITIES AND COLLEGES	0066-0922	1/1/2014	1				
AMERICAS - ENGLISH ED - DC	0379-0940	7/1/2013	1				
AMERICAS TOP 300 JOBS	1076-3287	1/1/2014	2				
AMERICAS TOP RATED CITIES / COMPLETE SET /		1/1/2014	2				
AMERICAS TOP RATED CITIES – SOUTHERN ED		1/1/2014	2				
ANCESTORING / SUSPENDED EFF VOL 13 /	0272-0426	7/1/2013	1				
ANCESTORS UPDATE	1064-0738	7/1/2013	1				
ANNUAL REPORT /BLACK CAUCUS OF THE ALA /		7/1/2013	1				
ANNUAL REVIEW OF INFORMATION SCIENCE AND TECHNOLOGY	0066-4200	1/1/2014	1				
ANSEARCHIN NEWS	0003-5246	7/1/2013	1				
ANTHROPOLOGICAL LINGUISTICS	0003-5483	7/1/2013	1				
ANTIQUE TRADER WEEKLY	0161-8342	7/1/2013	2				
ANTIQUES & COLLECTING MAGAZINE	1084-0818	7/1/2013	1				
ANTIQUES / THE MAGAZINE /	0161-9284	7/1/2013	4				
APG QUARTERLY	0890-3816	7/1/2013	1				
APPLESEEDS	1099-7725	7/1/2013	1				
ARCHAEOLOGY	0003-8113	7/1/2013	1				
ARCHITECT	1935-7001	7/1/2013	1				
ARCHITECTURAL DIGEST	0003-8520	7/1/2013	8				
ARCHITECTURAL RECORD	0003-858X	7/1/2013	1				
ARCHIVES TIDBITS		7/1/2013	1				
ARIZONA HIGHWAYS	0004-1521	7/1/2013	1				
ARIZONA INFORMANT	1095-2861	7/1/2013	1				
ARMY TIMES - INCLS FREE ONLINE	0004-2595	7/1/2013	1				
ART DIRECTORS ANNUAL	0735-2026	1/1/2013	1				
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ART IN AMERICA ANNUAL GUIDE TO	0736-7619	1/1/2014	1				
ART PAPERS MAGAZINE	1524-9581	7/1/2013	1				
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ARTISTS AND GRAPHIC DESIGNERS MARKET	1075-0894	1/1/2013	5				
ARTNEWS	0004-3273	7/1/2013	1				
ARTS AND ACTIVITIES	0004-3931	7/1/2013	1				
ARTS OF ASIA	0004-4083	7/1/2013	1				
AS & BS OF ACADEMIC SCHOLARSHIPS	1052-0201	1/1/2014	1				
ASIAN AFFAIRS / AN AMERICAN REVIEW / PRINT + ONLINE	0092-7678	7/1/2013	1				
ASK	1535-4105	7/1/2013	1				
ASSOCIATION OF PROFESSIONAL GENEALOGISTS MEMBERSHIP		1/1/2014	1				
ASTRONOMY	0091-6358	7/1/2013	1				
ATHENS BANNER-HERALD / DAILY / MON-FRI EDITION		7/1/2013	1				
ATLANTA	0004-6701	7/1/2013	25				
ATLANTA BUSINESS CHRONICLE/ INCLS/ BOOK OF LISTS/	0164-8071	7/1/2013	1				
ATLANTA BUSINESS CHRONICLE – PRINT + ONLINE – SINGLE USER	0164-8071	7/1/2013	20				
ATLANTA BUSINESS JOURNAL	1098-0199	7/1/2013	2				
ATLANTA DAILY WORLD	1528-6142	7/1/2013	12				
ATLANTA GEORGIA CHARTER AND CODE		1/1/2014	2				
ATLANTA HOMES & LIFESTYLES	1063-1593	7/1/2013	5				
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ATLANTA WOMAN / SUSPENDED EFF MAY/JUN 2009 /	1541-7107	7/1/2013	1				
ATLANTIC MONTHLY	1072-7825	7/1/2013	5				
ATTENTION / FOR LIBRARIES /	1551-0980	7/1/2013	1				
AUDREY - CA / FOR US /	1936-3362	7/1/2013	1				
AUDUBON	0097-7136	7/1/2013	3				
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AUGUSTA GENEALOGICAL SOCIETY MEMBERSHIP		1/1/2014	1				
AUGUSTA RICHMOND COUNTY HISTORY		7/1/2013	1				
AUTOMOBILE MAGAZINE	0894-3583	7/1/2013	3				
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AVOTAYNU / THE INTERNATIONAL REVIEW OF JEWISH GENEALOGY	0882-6501	7/1/2013	1				
AZIZAH	1530-7220	7/1/2013	2				
BABYBUG	1077-1131	7/1/2013	2				
BACKPACKER	0277-867X	7/1/2013	1				

BACONS MAGAZINE DIRECTORY	1088-9639	1/1/2014	1				
BACONS NEWSPAPER DIRECTORY	1088-9639	1/1/2014	1				
BALTIMORE AFRO-AMERICAN		7/1/2013	1				
BANDELES ANNUAL SMALL BUSINESS GUIDE TO AFRICAN AMERICA		1/1/2014	1				
BARRONS COMPACT GUIDE TO COLLEGES	1065-5018	1/1/2014	1				
BARRONS GUIDE TO GRADUATE BUSINESS SCHOLS	1043-190X	1/1/2014	2				
BARRONS GUIDE TO LAW SCHOOLS	1062-2489	1/1/2014	2				
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BARRONS PROFILES OF AMERICAN COLLEGES INCL CD-ROM	1065-5026	1/1/2014	20				
BARRONS / PRINT + ONLINE	1077-8039	7/1/2013	9				
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BATMAN COMICS	1949-4025	7/1/2013	1				
BEAT : REGGAE AFRICAN CARIBBEAN WORLD MUSIC / SUSPENDED EFF VOL 28 # 1 /	1063-5319	7/1/2013	2				
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BERKELEY JOURNAL OF AFRICAN AMERICAN LAW & POLICY	1086-6620	7/1/2013	1				
BEST PLAYS THEATER YEARBOOK	1942-339X	1/1/2014	1				
BETTER HOMES AND GARDENS	0006-0151	7/1/2013	20				
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BILLBOARD – NY	0006-2510	7/1/2013	1				
BILLBOARD / PRINT + ONLINE - NY	0006-2510	7/1/2013	1				
BILLBOARD CHART ALERT – ONLINE		7/1/2013	1				
BILLBOARD INTERNATIONAL BUYERS GUIDE	1098-3732	1/1/2014	1				
BILLBOARD TALENT & TOURING INTERNATIONAL GUIDE		1/1/2014	1				
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BLACK CAMERA : NEWSLETTER OF THE BLACK FILM ARCHIVE	1536-3155	7/1/2013	1				
BLACK CAUCUS ALA MEMBERSHIP		1/1/2014	1				
BLACK CAUCUS OF ALA NEWSLETTER		7/1/2013	1				

BLACK COLLEGE TODAY		7/1/2013	1				
BLACK COLLEGIAN	0192-3757	7/1/2013	2				
BLACK CONGRESIONAL MONITOR - ONLINE		7/1/2013	1				
BLACK ENTERPRISE	0006-4165	7/1/2013	29				
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BLACK SCHOLAR	0006-4246	7/1/2013	1				
BLACK VEGETARIAN SOCIETY OF GEORGIA NEWSLETTER		7/1/2013	1				
BLACKVOICES.COM		7/1/2013	1				
BLOOMBERG BUSINESSWEEK	0007-7135	7/1/2013	11				
BLUE BOOK OF SENIOR COLLEGE & JUNIOR COMMUNITY COLLEGE	1067-750X	1/1/2014	1				
BOATING WORLD	1059-5155	7/1/2013	1				
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BOWKER ANNUAL LIBRARY AND BOOK TRADE ALMANAC	0068-0540	1/1/2014	1				
BOYS LIFE	0006-8608	7/1/2013	7				
BRIDES	0161-1992	7/1/2013	9				
BRITAIN		7/1/2013	1				
BROADCASTING & CABLE	1068-6827	7/1/2013	1				
BROADCASTING & CABLE YEARBOOK	0000-1511	1/1/2014	2				
BUDDHADHARMA	1499-9927	7/1/2013	1				
BULLETIN OF THE CENTER FOR CHILDRENS BOOKS	0008-9036	7/1/2013	1				
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CALLALOO	0161-2492	7/1/2013	1				
CANADIAN GEOGRAPHIC	0706-2168	7/1/2013	1				

CANADIAN GEOGRAPHIC TRAVEL	1714-8421	7/1/2013	1				
CANADIAN JOURNAL OF AFRICAN STUDIES	0008-3968	7/1/2013	1				
CAR AND DRIVER	0008-6002	7/1/2013	10				
CAREER COLLEGE & TECHNOLOGY SCHOOL DATABOOK		1/1/2014	4				
CARIBBEAN BUSINESS	0194-8326	7/1/2013	1				
CARIBBEAN QUARTERLY	0008-6495	7/1/2013	1				
CARIBBEAN STUDIES	0008-6533	7/1/2013	1				
CARIBBEAN TRAVEL AND LIFE	1052-1011	7/1/2013	1				
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CARROLL COUNTY GENEALOGICAL QUARTERLY	0734-5682	7/1/2013	1				
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CARROLLS FEDERAL REGIONAL DIRECTORY	1082-3182	1/1/2014	1				
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CHAMPION NEWSPAPER / FOR NORTH AMERICA /		7/1/2013	1				
CHARLESTON GAZETTE / SUNDAY /		7/1/2013	1				
CHARLOTTE OBSERVER / SUNDAY /		7/1/2013	1				
CHARTIST MUTAL FUND LETTER		7/1/2013	1				
CHASE CALENDAR OF EVENTS	1083-0588	1/1/2014	2				
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CHICAGO	0362-4595	7/1/2013	1				
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CHICAGO DEFENDER - 7-DAY	0745-7014	7/1/2013	1				
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CHILTON ASIAN SERVICE MANUAL		1/1/2014	2				
CHILTON DAIMLER-CHRYSLER SERVICE MANUAL		1/1/2014	2				
CHILTON EUROPEAN SERVICE MANUAL		1/1/2014	1				
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CHRISTIAN CENTURY	0009-5281	7/1/2013	2				
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CHRONICLE REVIEW – PRINT + ONLINE		7/1/2013	3				
CITIES RANKED & RATED : MORE THAN 400 METRO AREAS		1/1/2014	5				
CITY PROFILES USA	1082-9938	1/1/2014	1				
CIVIL RIGHTS MONITOR	1063-9454	1/1/2014	1				
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CIVIL WAR TIMES	1546-9980	7/1/2013	1				
CLA JOURNAL	0007-8549	7/1/2013	1				
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CLEARING HOUSE - PRINT + ONLINE	0009-8655	7/1/2013	1				
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CLUBHOUSE JR.		7/1/2013	1				
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COASTAL HERITAGE / FREE ON REQUEST /	1066-8365	7/1/2013	1				
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COIN WORLD ALMANAC	0361-0845	1/1/2014	2				
COLORLINES /INCORPS /THIRD FORCES & RACE FILE	1098-3503	7/1/2013	1				
COLUMBIA JOURNALISM REVIEW	0010-194X	7/1/2013	1				
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CREATIVE KIDS	0892-9599	7/1/2013	2				
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CSG STATE DIRECTORY/DIRECTORY I STATE ELECTIVE OFFICIALS	1521-7272	1/1/2014	5				
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DEKALB HISTORICAL SOCIETY MEMBERSHIP		1/1/2014	1				
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ENVIRONMENT : PRINT + ONLINE	0013-9157	7/1/2013	1				
EQUAL OPPORTUNITY MAGAZINE	0071-1039	7/1/2013	1				
ERNST & YOUNG TAX GUIDE	1059-809X	1/1/2014	4				
ESPN MAGAZINE	1097-1998	7/1/2013	10				

ESQUIRE	0194-9535	7/1/2013	8			
ESSENCE	0014-0880	7/1/2013	32			
ETHNIC AND RACIAL STUDIES - PRINT + ONLINE	0141-9870	7/1/2013	1			
ETHNICITY & DISEASE - PRINT + ONLINE	1049-510X	7/1/2013	1			
ETHNOLOGY	0014-1828	7/1/2013	1			
ETHNOMUSICOLOGY	0014-1836	7/1/2013	1			
EUROPA WORLD OF LEARNING		1/1/2014	1			
EUROPA WORLD YEAR BOOK	0956-2273	1/1/2014	2			
EVENTS IN ACADEME		7/1/2013	3			
EVERYDAY WITH RACHEL RAY	1932-0590	7/1/2013	2			
EXCEPTIONAL PARENT	0046-9157	7/1/2013	1			
EXECUTIVE LEADERSHIP	1042-0657	7/1/2013	1			
EXPLICATOR - PRINT + ONLINE	0014-4940	7/1/2013	1			
FACES - NH	0749-1387	7/1/2013	1			
FACTS ON FILE - WEEKLY WORLD NEWS DIGEST - INCLS BINDER	0014-6641	1/1/2014	1			
FACTS ON FILE YEARBOOK	0196-2981	1/1/2014	3			
FACTS ON FILE CUMULATIVE INDEX	0014-6641	1/1/2014	1			
FAMILY CIRCLE	0014-7206	7/1/2013	4			
FAMILY HANDYMAN	0014-7230	7/1/2013	10			
FAMILY TREE MAGAZINE	1529-0298	7/1/2013	2			
FAMILY TREE QUARTERLY	1059-0803	7/1/2013	1			
FARM JOURNAL	0014-8008	7/1/2013	1			
FEDERAL GRANTS MANAGEMENT HANDBOOK		7/1/2013	1			
FEDERAL JOBS DIGEST	0739-1684	7/1/2013	1			
FEDERAL RESERVE BULLETIN - ONLINE	1944-8910	7/1/2013	2			
FEDERATION OF GENEALOGICAL SOCIETIES FORUM - ONLINE	0894-3265	7/1/2013	1			
FIDELITY MONITOR		7/1/2013	1			
FIELD & STREAM	1554-8066	7/1/2013	5			
FILM COMMENT	0015-119X	7/1/2013	1			
FINAL CALL	1090-7327	7/1/2013	1			
FINANCIAL AID FOR HISPANIC AMERICANS	1099-9078	1/1/2014	1			
FINANCIAL AID FOR THE DISABLED AND THEIR FAMILIES	0898-9222	1/1/2014	1			
FINANCIAL AID FOR VETERANS MILITARY PERSONNEL & THEIR DEP	0896-7792	1/1/2014	1			
FINANCIAL TIME - NORTH AMERICA ED / 6 DAYS A WEEK /	0884-6782	7/1/2013	1			
FINE GARDENING	0896-6281	7/1/2013	1			
FINE HOMEBUILDING	1096-360X	7/1/2013	1			
FINE WOODWORKING	0361-3453	7/1/2013	1			
FITNESS - NY	1060-9237	7/1/2013	4			
500 LARGEST PRIVATE COMPANIES		1/1/2014	10			
FLAVOUR : BLACK FLORIDA & STYLE	1527-0629	7/1/2013	1			
FLEX MAGAZINE	8750-8915	7/1/2013	1			
FLORIDA GENEALOGIST	0161-4932	7/1/2013	1			
FLORIDA LINES		7/1/2013	1			

FLORIDA SMALL BUSINESS	1554-835X	1/1/2013	1				
FLORIDA STAR	0740-798X	7/1/2013	1				
FLORIDA STATE GENEALOGICAL SOCIETY MEMBERSHIP		1/1/2014	1				
FLORIDA TREND	0015-4326	7/1/2013	1				
FLORIDA TREND ECONOMIC YEARBOOK		1/1/2014	1				
FLYING	0015-4806	7/1/2013	1				
FOCUS ON AFRICA	0959-9576	7/1/2013	1				
FOOD & WINE	0741-9015	7/1/2013	2				
FOOD NETWORK MAGAZINE		7/1/2013	1				
FORBES	0015-6914	7/1/2013	10				
FOREIGN AFFAIRS / INCORPS / AMERICA AND THE WORLD	0015-7120	7/1/2013	1				
FOREIGN POLICY - DC - PRINT + ONLINE	0015-7228	7/1/2013	1				
FORTUNE - DOMESTIC ED	0015-8259	7/1/2013	10				
FOUNDATION DIRECTORY - HARDBOUND	0071-8092	1/1/2014	3				
FRANCHISE AND BUSINESS OPPORTUNITIES	1533-5879	1/1/2014	2				
FRANCHISING WORLD	1524-4814	7/1/2013	1				
FRIENDS OF THE NATIONAL ARCHIVES SE REGION MEMBERS		1/1/2014	1				
FUNRAISING SUCCESS	1547-2078	7/1/2013	1				
FUTURIST	0016-3317	7/1/2013	1				
GAINESVILLE TIMES / DAILY & SUNDAY / BY MAIL		7/1/2013	1				
GAMEPRO	1042-8658	7/1/2013	2				
GEBBIE PRESS ALL-IN-ONE DIRECTORY	0097-8175	1/1/2014	4				
GENEALOGICAL GAZETTE	1063-9179	7/1/2013	1				
GENEALOGIST / APSG /	0197-1468	7/1/2013	1				
GENEALOGISTS MAGAZINE	0016-6391	7/1/2013	1				
GEOGRAPHICAL : THE ROYAL GEOGRAPHICAL SOCIETY MAGA	0016-741X	7/1/2013	1				
GEORGIA AGRICULTURAL FACTS		1/1/2014	1				
GEORGIA BACKROADS	1549-6554	7/1/2013	2				
GEORGIA BUSINESS AND ECONOMIC CONDITIONS - ONLINE		7/1/2013	5				
GEORGIA BUSINESS TO BUSINESS SALES & MARKETING DIR		1/1/2014	6				
GEORGIA COUNTY GOVERNMENT	1066-0119	7/1/2013	2				
GEORGIA COUNTY GUIDE	1044-0976	1/1/2014	2				
GEORGIA ECONOMIC OUTLOOK / SUSPENDED EFF 2007 ED /	0884-1179	1/1/2014	5				
GEORGIA GENEALOGICAL SOCIETY MEMBERSHIP		1/1/2014	1				
GEORGIA GENEALOGICAL SOCIETY QUARTERLY	0435-5393	7/1/2013	1				
GEORGIA HISTORICAL QUARTERLY	0016-8297	7/1/2013	1				
GEORGIA HISTORICAL SOCIETY MEMBERSHIP		1/1/2014	1				
GEORGIA INFORMER		7/1/2013	1				
GEORGIA LEGAL DIRECTORY	0145-2991	1/1/2014	2				
GEORGIA LIBRARY QUARTERLY		7/1/2013	2				

GEORGIA MANUFACTURERS REGISTER	0896-4009	1/1/2014	4				
GEORGIA MANUFACTURING DIRECTORY	0435-5482	1/1/2014	8				
GEORGIA NEWS MEDIA DIRECTORY	1084-3345	1/1/2014	3				
GEORGIA REVIEW	0016-8386	7/1/2013	2				
GEORGIA SPORTSMAN	0199-6517	7/1/2013	1				
GEORGIA STATISTICAL ABSTRACT/ INCLS/ CD-ROM	0085-1043	1/1/2014	2				
GEORGIA TREND / INCORPS / BUSINESS ATLANTA MAGAZINE /	0882-5971	7/1/2013	11				
GEORGIA VOTER	0739-9251	7/1/2013	1				
GEORGIA VOYAGER - QUARTERLY ISSUES ONLY		7/1/2013	1				
GIFTS & DECORATIVE ACCESSORIES / INCLS / BUYERS DIRECTORY	0016-9889	7/1/2013	1				
GIRLS LIFE	1078-3326	7/1/2013	1				
GLAMOUR	0017-0747	7/1/2013	11				
GLOBALIZING GEORGIA		1/1/2014	1				
GMA ANNUAL DIRECTORY AND BUYERS GUIDE		1/1/2014	4				
GOLF DIGEST	0017-176X	7/1/2013	4				
GOLF MAGAZINE/ FOR US/	1056-5493	7/1/2013	1				
GOOD HOUSEKEEPING	0017-209X	7/1/2013	12				
GORDONS PRINT PRICE ANNUAL- INCLS UPDATE	0160-6298	1/1/2014	1				
GOSPEL TODAY	1081-8162	7/1/2013	4				
GOVERNING / DC / INCORPS / CITY & STATE	0894-3842	7/1/2013	1				
GOVERNMENT ASSISTANCE ALMANAC	0883-8690	1/1/2014	1				
GQ - US EDITION	0016-6979	7/1/2013	12				
GRANT SEEKERS GUIDE - RI	1090-9923	1/1/2014	2				
GRANTS REGISTER	0072-5471	1/1/2014	1				
GRAPHIC ARTS BLUE BOOK - SOUTHEASTERN ED	1044-7989	1/1/2014	1				
GRAPHIC ARTS MONTHLY	1047-9325	7/1/2013	1				
GRASSROOTS FUNDRAISING JOURNAL	0740-4832	7/1/2013	1				
GRIOT	0737-0873	7/1/2013	1				
GUIDEPOST - LARGE PRINT	0017-5331	7/1/2013	1				
GUIDE TO GETTING FINANCIAL AID		1/1/2014	1				
GUIDE TO LITERARY AGENTS	1078-6945	1/1/2014	2				
GUIDE TO SOCIAL SECURITY AND MEDICARE		1/1/2014	25				
GUIDE TO SUMMER CAMPS & SUMMER SCHOOLS/ PAPER ED	0072-8705	1/1/2014	3				
GUITARS & MUSICAL INSTRUMENTS - ONLINE - SINGEL USER		1/1/2014	1				
GULLAH SENTINEL		7/1/2013	1				
GUNS & AMMO	0017-5684	7/1/2013	1				
HANDBOOK OF PRIVATES SCHOLS	0072-9884	1/1/2014	1				
HARPERS BAZAAR	0017-7873	7/1/2013	4				
HARPERS MAGAZINE	0017-789X	7/1/2013	4				
HARVARD BLACKLETTER LAW JOURNAL	1089-2907	1/1/2014	1				

HARVARD BUSINESS REVIEW	0017-8012	7/1/2013	5				
HARVARD CIVIL RIGHTS: CIVIL LIBERTIES LAW REVIEW	0017-8039	7/1/2013	1				
HARVARD HEALTH LETTER - PRINT + ONLINE	1052-1577	7/1/2013	1				
HARVARD JOURNAL OF AFRICAN AMERICAN PUBLIC POLICY	1081-0463	7/1/2013	1				
HARVARD JOURNAL ON RACIAL AND ETHNIC JUSTICE		1/1/2014	1				
HASTINGS CENTER MEMBERSHIP		1/1/2014	1				
HASTINGS CENTER REPORT	0093-0334	7/1/2013	1				
HAWLEYS CONDENSED CHEMICAL DICTIONARY		1/1/2014	1				
HEADQUARTERS USA	1531-2909	1/1/2014	1				
HEALTH	1059-938X	7/1/2013	11				
HEART & SOUL	1092-1974	7/1/2013	4				
HIGHLIGHTS FOR CHILDREN	0018-165X	7/1/2013	15				
HINDUISM TODAY	0896-0801	7/1/2013	1				
HISPANIC TIMES MAGAZINE / SUSPENDED EFF VOL 27 #2 2004 /	0892-1369	7/1/2013	1				
HISPANIC TODAY - ONLINE		7/1/2013	1				
HISTORIAN - MA - PRINT + ONLINE - SINGLE SITE ACCESS	0018-2370	7/1/2013	1				
HISTORICAL STATISTICS OF THE UNITED STATES / SUSPENDED /		1/1/2014	1				
HISTORY IN AFRICA	0361-5413	1/1/2014	1				
HISTORY TEACHER - PRINT + ONLINE ARCHIVES	0018-2745	7/1/2013	1				
HISTORY TODAY	0018-2753	7/1/2013	1				
HOME BUSINESS MAGAZINE	1092-4779	7/1/2013	1				
HOME EDUCATION MAGAZINE	0888-4633	7/1/2013	1				
HOMES OF COLOR / SUSPENDED EFF 2007 #4 AUG-SEP /	1540-0034	7/1/2013	5				
HOMESCHOOLING TODAY	1073-2217	7/1/2013	6				
HONEY - VA		1/1/2014	1				
HONOLULU MAGAZINE	0441-2044	7/1/2013	1				
HOOVERS HANDBOOK OF AMERICAN BUSINESS	1055-7202	1/1/2014	4				
HOOVERS HANDBOOK OF EMERGING COMPANIES	1069-7519	1/1/2014	3				
HOOVERS HANDBOOK OF PRIVATE COMPANIES	1555-3744	1/1/2014	3				
HOOVERS HANDBOOK OF WORLD BUSINESS	1055-7199	1/1/2014	3				
HORN BOOK MAGAZINE	0018-5078	7/1/2013	4				
HOROSCOPE GUIDE	8750-3042	7/1/2013	3				
HORTICULTURE - MAGAZINE OF AMERICAN GARDENING	0018-5329	7/1/2013	2				
HOT ROD	0018-6031	7/1/2013	1				
HOUSE BEAUTIFUL	0018-6422	7/1/2013	6				
HOUSTON SUN	1071-2941	7/1/2013	1				

HOWARD JOURNAL OF COMMUNICATIONS - PRINT + ONLINE	1064-6175	7/1/2013	1				
HOWARD LAW JOURNAL	0018-6813	7/1/2013	1				
HR SPECIALIST EMPLOYMENT LAW	1934-1652	7/1/2013	1				
HUMAN RIGHTS - IL	0046-8185	7/1/2013	2				
HUMANIST - DC	0018-7399	7/1/2013	1				
HUMPTY DUMPTYS MAGAZINE	0273-7590	7/1/2013	2				
HUXFORD GENEALOGICAL SOCIETY MAGAZINE	0747-8445	7/1/2013	1				
IBA MAGAZINE	1048-2903	7/1/2013	1				
IEG SPONSORSHIP SOURCEBOOK	1090-4751	1/1/2014	1				
IFLA ANNUAL REPORT / FREE ON REQUEST /		1/1/2014	1				
IFLA COUNCIL REPORT / FREE ON REQUEST /		1/1/2014	1				
IFLA DIRECTORY	0074-6002	1/1/2014	1				
IFLA JOURNAL	0340-0352	7/1/2013	1				
ILLUSTRATION JOURNAL		1/1/2014	1				
INC - PRINT + ONLINE	0162-8968	7/1/2013	9				
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INDEX ON CENSORSHIP - PRINT + ONLINE	0306-4220	7/1/2013	1				
INDIA ABOARD	0046-8932	7/1/2013	2				
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INFORMATION TECHNOLOGY & LIBRARIES	0730-9295	7/1/2013	1				
INQUIRING NEWS		7/1/2013	1				
INSIDERS GUIDE TO ATLANTA		1/1/2014	1				
INSIGHT NEWS		7/1/2013	1				
INSTRUCTOR - MO	1532-0200	7/1/2013	3				
INSTYLE	1076-0830	7/1/2013	7				
INTERNATIONAL FEDERATION OF LIBRARY ASSOCIATIONS &		1/1/2014	1				
INTERNATIONAL FILM GUIDE		1/1/2014	1				
INTERNATIONAL JOURNAL OF AFRICANA STUDIES / DELATED PUBL/		7/1/2013	1				
INTERNATIONAL MOTION PICTURE ALMANAC	0074-7084	1/1/2014	1				
INTERNATIONAL REVIEW OF AFRICAN AMERICAN ART	1045-0920	7/1/2013	1				
INTERNET REFERENCE SERVICES QUARTERLY - PRINT + ONLINE	1087-5301	7/1/2013	1				
INTERVENTIONS : INTERNATIONAL JOURNAL OF POSTCOLONIAL	1369-801X	7/1/2013	1				
INTERVIEW	0149-8932	7/1/2013	1				
INVESTOR BUSINESS DAILY	1061-2890	7/1/2013	7				
J - 14	1522-1989	7/1/2013	2				
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JAMA: JOURNAL OF THE AMERICAN MED ASSN US ED.	0098-7484	7/1/2013	1				
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JAMAICAN GLEANER -SUNDAY ONLY		7/1/2013	1				
JAZZTIMES MAGAZINE	0272-572X	7/1/2013	1				
JET	0021-5996	7/1/2013	26				
JEWELRY ARTIST	1936-5942	7/1/2013	1				
JEWISH CURRENTS	0021-6399	7/1/2013	1				
JOHNS CREEK HERALD		7/1/2013	2				
JOURNAL OF AFRICAN AMERICAN HISTORY	1548-1867	7/1/2013	3				
JOURNAL OF AFRICAN AMERICAN STUDIES - PRINT + ONLINE	1559-1646	7/1/2013	1				
JOURNAL OF AFRICAN CHILDRENS & YOUTH LITERATURE		1/1/2014	1				
JOURNAL OF AFRICAN CULTURAL STUDIES - PRINT + ONLINE	1369-6815	7/1/2013	1				
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JOURNAL OF AFRICAN TRADITIONAL STUDIES	1939-0661	7/1/2013	1				
JOURNAL OF AMERICAN HISTORY	0021-8723	7/1/2013	1				
JOURNAL OF BLACK PSYCHOLOGY - PRINT + ONLINE	0095-7984	7/1/2013	1				
JOURNAL OF BLACK STUDIES - PRINT + ONLINE	0021-9347	7/1/2013	1				
JOURNAL OF BROAD CASTING & ELECTRONIC MEDIA	0883-8151	7/1/2013	1				
JOURNAL OF CARIBBEAN HISTORY	0047-2263	7/1/2013	1				
JOURNAL OF HEALTH CARE FOR THE POOR & UNDERSERVED	1049-2089	7/1/2013	1				
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JOURNAL OF MODERN AFRICAN STUDIES - PRINT + ONLINE	0022-278X	7/1/2013	1				
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JOURNAL OF MULTICULTURAL COUNSELING AND DEVELOPMENT	0883-8534	7/1/2013	1				
JOURNAL OF NATIONAL BLACK NURSES ASSOCIATION	0885-6028	7/1/2013	1				
JOURNAL OF NEGRO EDUCATION	0022-2984	7/1/2013	2				
JOURNAL OF NORTH AFRICAN STUDIES - PRINT + ONLINE	1362-9387	7/1/2013	1				
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JOURNAL OF POSTCOLONIAL WRITING	1744-9855	7/1/2013	1				
JOURNAL OF SOUTH GEORGIA HISTORY / SUSPENDED VOL 16 /	0739-1943	1/1/2014	1				
JOURNAL OF SOUTHERN AFRICAN STUDIES - PRINT + ONLINE	0305-7070	7/2/2013	1				
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JOURNAL OF URBAN AFFAIRS	0735-2166	7/1/2013	1				
JOURNAL OF WEST AFRICAN LANGUAGES	0022-5401	7/1/2013	1				
KELLEY BLUE BOOK AUTO MARKET OFFICIAL GUIDE FOR USED CARS	0192-1800	7/1/2013	1				
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KOREAM JOURNAL / INCORPS / KOREAN CULTURE	1541-1931	7/1/2013	2				
KOVELS ON ANTIQUES AND COLLECTIBLES	0741-6091	7/1/2013	2				
KUNSTPREISJAHRBUCH = ART PRICE ANNUAL - PARTS 1 & 2		1/1/2014	1				
LADIES HOME JOURNAL	0023-7124	7/1/2013	12				
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LANDSCAPE ARCHITECTURE - DC	0023-8031	7/1/2013	1				
LANGSTON HUGHES REVIEW	0737-0555	1/1/2014	1				
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LIBRARY AND BOOK TRADE ALMANAC	0068-0540	1/1/2014	1				
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LIBRARY JOURNAL ACADEMIC NEWSWIRE - ELEC MAIL		7/1/2013	28				
LIBRARY LEADERSHIP & MANAGEMENT	1945-8851	7/1/2013	1				
LIBRARY OF CONGRESS SUBJECT HEADINGS	1048-9711	1/1/2014	2				
LIBRARY RESOURCES & TECHNICAL SERVICES	0024-2527	7/1/2013	1				
LIBRARY SPARKS	1544-9092	7/1/2013	1				
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LISTEN / WITHOUT / TEACHING GUIDES	0024-435X	7/1/2013	1				
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LIVING SPACE MAGAZINE / UNABLE TO CONTACT PUBLISHER /		7/1/2013	1				
LOANS & GRANTS FROM UNCLE SAM / FOR US CANADA		1/1/2014	2				
LOCAL CLUMATOLOGICAL DATA - / PER CITY ANNUAL		7/1/2013	1				
LONG TERM CARE		1/1/2013	1				
LONG TERM LIVING		7/1/2013	1				
LOS ANGELES MAGAZINE	0024-6522	7/1/2013	1				
LOS ANGELES SENTINEL	0890-4340	7/1/2013	1				
LOUISIANA WEEKLY		7/1/2013	1				
LOUISVILLE DEFENDER		7/1/2013	1				
LUCKY MAGAZINE	1531-4294	7/1/2013	2				
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MAGAZINE OF VIRGINIA GENEALOGY	0743-8095	7/1/2013	1				
MAGILLS CINEMA ANNUAL	0739-2141	1/1/2014	1				
MAILBOX - PRESCHOOL ED - INCLS MAILBOX COMPANION - PRINT + ONLINE	1088-5536	7/1/2013	1				
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MAPS ON FILE	0275-8083	1/1/2014	2				
MARIETTA DAILY JOURNAL	8750-4618	7/1/2013	1				
MARTHA STEWART LIVING	1057-5251	7/1/2013	9				
MARTINDALE-HUBBELL DIRECTORY OF EXPERTS AND LEGAL SERVICES BUYERS GUIDE	1559-548X	1/1/2014	1				
MARTINDALE-HUBBELL INTERNATIONAL LAW DIGEST	1088-9779	1/1/2014	1				
MARTINDALE-HUBBELL LAW DIRECTORY	0191-0221	1/1/2014	1				
MARVEL ADVENTURES : SPIDER-MAN	1548-5056	7/1/2013	1				
MAYO CLINIC HEALTH LETTER / ENGLISH ED /	0741-6245	7/1/2013	3				
MEANS BUILDING CONSTRUCTION COST DATA	1066-0240	1/1/2014	1				
MEDICAL SCHOOL ADMISSION REQUIREMENTS US & CANADA	0738-6060	1/1/2014	2				
MELUS /MULTI-ETHNIC LITERATURE OF THE UNITED STATES	0163-755X	7/1/2013	1				
MEMBERSHIP DIRECTORY : BLACK		7/1/2013	1				

CAUCUS OF THE ALA							
MENS HEALTH - PA	1054-4836	7/1/2013	11				
MENS JOURNAL	1063-4657	7/1/2013	1				
MENTAL FLOSS	1543-4702	7/1/2013	1				
MENTAL MEASUREMENTS YEARBOOK	0076-6461	1/1/2014	1				
MERCK MANUAL OF DIAGNOSIS & THERAPY - HARDBOUND ED	0076-6526	1/1/2014	6				
MERGENT MUNICIPAL & GOVERNMENT MANUAL	1539-6355	1/1/2014	1				
MERGENT OTC INDUSTRIAL MANUAL		1/1/2014	1				
MERGENT OTC UNLISTED MANUAL		1/1/2014	1				
MERGENT SPECIAL LIBRARY SERVICE		1/1/2014	1				
MERGER & ACQUISITION SOURCE BOOK	0742-602X	1/1/2014	1				
MERIDIANS: FEMINISM, RACE TRANSNATIONALISM - PRINT + ONLINE	1536-6936	7/1/2013	1				
METROPOLITAN HOME	0273-2858	7/1/2013	3				
METROPOLITAN SERIES ATLANTA AERO ATLAS		1/1/2014	3				
MIAMI TIMES	0739-0319	7/1/2013	1				
MICHIGAN CHRONICLE	1949-9620	7/1/2013	1				
MID-ATLANTIC FINANCIAL DIRECTORY		1/1/2014	2				
MIDDLE EAST JOURNAL - PRINT + ONLINE	0026-3141	7/1/2013	1				
MIDDLE EAST POICY - PRINT + ONLINE	1061-1924	7/1/2013	1				
MILWAUKEE COURIER	0026-4350	7/1/2013	1				
MINNESOTA SPOKESMAN RECORDER		7/1/2013	1				
MINORITY BUSINESS ENTREPRENEUR	1048-0919	7/1/2013	2				
MINORITY BUSINESS NEWS USA		7/1/2013	1				
MINORITY ENGINEER	0884-1829	7/1/2013	1				
MISSISSIPPI MAGAZINE	0199-5677	7/1/2013	1				
MODEL & TALENT DIRECTORY		1/1/2014	1				
MODEL RAILROADER	0026-7341	7/1/2013	1				
MODERN FICTION STUDIES/ FOR INSTITUTIONS/ PRINT + ONLINE	0026-7724	7/1/2013	1				
MONEY / FOR US/	0149-4953	7/1/2013	16				
MORE – IA	1094-7868	7/1/2013	1				
MORNINGSTAR FUNDINVESTOR - PRINT + ONLINE	1099-0402	7/1/2013	2				
MORNINGSTAR MUTUAL FUNDS - PRINT + ONLINE	1059-1443	7/1/2013	7				
MOSAIC MAGAZINE	1531-0388	7/1/2013	2				
MOTHER EARTH NEWS	0027-1535	7/1/2013	1				
MOTHER JONES	0362-8841	7/1/2013	3				
MOTOR TREND	0027-2094	7/1/2013	7				
MOTORBOATING	1531-2623	7/1/2013	1				
MS	0047-8318	7/1/2013	1				
MULTICULTURAL MARKETING DIRECTORY		1/1/2014	1				
MUHAMMAD SPEAKS		7/1/2013	1				
MULTICULTURAL REVIEW	1058-9236	7/1/2013	2				
MULTINATIONAL MONITOR / SUSPENDED	0197-4637	7/1/2013	1				

EFF 04-10/							
MUNICIPAL YEAR BOOK - HARDBOUND ED	0077-2186	1/1/2014	3				
MUSCLE & FITNESS / CA /	0955-1387	7/1/2013	1				
MUSE	1090-0381	7/1/2013	1				
MUSICAL AMERICA WORLDWIDE	1933-3250	1/1/2014	1				
MUSLIM JOURNAL	0883-816X	7/1/2013	3				
NADA OFFICAL OLDER USED CAR GUIDE		7/1/2013	4				
NADA OFFICAL USED CAR GUIDE	0027-5794	7/1/2013	1				
NAICS MANUAL		1/1/2014	1				
NARFE NEWSLETTER		7/1/2013	1				
NARFE MAGAZINE		7/1/2013	1				
NATION / NY/ WITH INDEX	0027-8378	7/1/2013	1				
NATION / NY / WITHOUT INDEX - PRINT + ONLINE	0027-8378	7/1/2013	3				
NATIONAL AFRO AMERICAN HISTORY KIT		1/1/2014	11				
NATIONAL BAPTIST VOICE		7/1/2013	1				
NATIONAL BLACK LAW JOURNAL	0896-0194	7/1/2013	1				
NATIONAL CONSTRUCTION ESTIMATOR - INCLS CD-ROM	0547-5511	1/1/2014	3				
NATIONAL DIRECTORY OF ADULT & SENIOR SERVICES /SUSPENED/	1559-1344	1/1/2014	1				
NATIONAL DIRECTORY OF CHILDREN YOUTH & FAMILIES SERVICES	1072-902X	1/1/2014	1				
NATIONAL DIRECTORY OF NON-PROFIT ORGANIZATIONS	1048-8154	1/1/2014	1				
NATIONAL ELECTRICAL CODE - NFPA 70	0550-4406	1/1/2014	1				
NATIONAL GENEALOGICAL SOCIETY MEMBERSHIP		1/1/2014	1				
NATIONAL GENEALOGICAL SOCIETY QUARTERLY	0027-934X	7/1/2013	1				
NATIONAL GEOGRAPHIC	0027-9358	7/1/2013	14				
NATIONAL GEOGRAPHIC ANNUAL INDEX		1/1/2014	1				
NATIONAL GEOGRAPHIC KIDS	1542-3042	7/1/2013	17				
NATIONAL GEOGRAPHIC TRAVELER	0747-0932	7/1/2013	1				
NATIONAL JAIL AND ADULT DETENTION DIRECTORY	0192-8228	1/1/2014	1				
NATIONAL MINORITY AND WOMEN-OWNED BUSINESS DIRECTORY	1553-6025	1/1/2014	3				
NATIONAL PARKS / THE MAGAZINE OF THE NATIONAL PARKS	0276-8186	7/1/2013	1				
NATIONAL REGISTER OF BIG TREES	1083-0545	7/1/2013	1				
NATIONAL REVIEW - PRINT + ONLINE - SINGLE USER	0028-0038	7/1/2013	5				
NATIONAL TRADE AND PROFESSIONAL ASSOCIATIONS OF THE US	0734-354X	1/1/2014	2				
NATIONAL TRUST FORUM MEMBERSHIP - INCLS FORUM ONLINE		1/1/2014	1				
NATIONAL WILDLIFE -WORLD ED	0028-0402	7/1/2013	3				
NATIONS CITIES WEEKLY	0164-5935	7/1/2013	1				
NATIONS RESTURANT NEWS	0028-0518	7/1/2013	1				
NATURAL HEALTH - FL	1067-9588	7/1/2013	5				
NATURAL HISTORY	0028-0712	7/1/2013	2				

NATURAL SOLUTIONS : VIBRANT HEALTH BALANCED LIVING		7/1/2013	1				
NAVY TIMES - PRINT + ONLINE	0028-1697	7/1/2013	1				
NCGS NEWS		7/1/2013	1				
NEAR EASTERN ARCHAEOLOGY	1094-2076	7/1/2013	1				
NEGRO EDUCATIONAL REVIEW / INCL FREE INDEX /	0548-1457	7/1/2013	1				
NEVADA MAGAZINE	0199-1248	7/1/2013	1				
NEW AFRICAN	0142-9345	7/1/2013	1				
NEW CAR BUYING GUIDE	1044-3045	1/1/2014	3				
NEW ENGLAND JOURNAL OF MEDICINE - US ED - PRINT + ONLINE	0028-4793	7/1/2013	2				
NEW MOON GIRL:	1943-488X	7/1/2013	1				
NEW ORLEANS TRIBUNE	1520-7323	7/1/2013	1				
NEW PITTSBURGH COURIER - NATIONAL EDITION	1047-8051	7/1/2013	2				
NEW REPUBLIC	0028-6583	7/1/2013	6				
NEW SCIENTIST - UK ED.	0262-4079	7/1/2013	1				
NEW YORK	0028-7369	7/1/2013	1				
NEW YORK AMSTERDAM NEWS	1059-1818	7/1/2013	1				
NEW YORK REVIEW OF BOOKS	0028-7504	7/1/2013	1				
NEW YORK TIMES BOOK REVIEW / 7 DAY /	0028-7806	7/1/2013	4				
NEW YORK TIMES - METRO ED. / DAILY & SUNDAY	0362-4331	7/1/2013	2				
NEW YORK TIMES - NATIONAL & NE ED / 7 DAY / CARRIER	0362-4331	7/1/2013	7				
NEW YORK TIMES - NATIONAL ED - SUNDAY ONLY	0362-4331	7/1/2013	1				
NEW YORK TIMES UPFRONT - TEACHERS ED /GRADES 9-12 /	1553-3794	7/1/2013	1				
NEW YORK TIMES WEEK IN REVIEW		7/1/2013	1				
NEW YORKER - PRINT + ONLINE	0028-792X	7/1/2013	10				
NEWSLINE – TN		7/1/2013	1				
NEWSWEEK - REGULAR ED.	0028-9604	7/1/2013	23				
NEXT STEP MAGAZINE	1524-7473	7/1/2013	1				
NGS MAGAZINE	1529-4323	7/1/2013	1				
NINTENDO POWER – NON-DISC VERSINON	1041-9551	7/1/2013	6				
NKA - JOURNAL OF CONTEMPORARY AFRICAN ART - PRINT + ONLINE	1075-7163	7/1/2013	1				
NON-PROFIT & EDUCATION JOB FINDER		1/1/2014	1				
NONPROFIT TIMES	0896-5048	7/1/2013	1				
NORTH AMERICAN REVIEW	0029-2397	7/1/2013	1				
NORTH CAROLINA GENEALOGICAL SOCIETY JOURNAL	0360-1056	7/1/2013	1				
NORTH CAROLINA GENEALOGICAL SOCIETY MEMBERSHIP		1/1/2014	1				
NORTHWEST GEORGIA HISTORICAL & GENEALOGICAL SOCIETY QT	0887-588X	7/1/2013	1				
NORTHWEST GEORGIA HISTORICAL & GENEALOGICAL SOCIETY MEMBERSHIP		1/1/2014	1				

NOVEL & SHORT STORIES WRITERS MARKET / PAPER /	0897-9812	1/1/2014	3				
NUMISMATIST	0029-6090	7/1/2013	1				
NURSING	0360-4039	7/1/2013	1				
NYLON	1524-1750	7/1/2013	1				
NYLON GUYS		7/1/2013	1				
O : THE OPRAH MAGAZINE	1531-3247	7/1/2013	28				
OBSIDIAN : LITERATURE IN THE AFRICAN DIASPORA		7/1/2013	1				
ODWYERS DIRECTORY OF CORPORATE COMMUNICATIONS	0149-1091	1/1/2014	1				
ODWYERS DIRECTORY OF PUBLIC RELATIONS FIRMS	0078-3374	1/1/2013	1				
ODYSSEY	0163-0946	7/1/2013	2				
OFFICIAL ABMS DIRECTORY OF BROAD CERTIFIED MEDICAL	0000-1732	1/1/2014	2				
OFFICIAL CODE OF GEORGIA SUPPLEMENTS		1/1/2014	3				
OFFICIAL CONGRESSIONAL DIRECTORY - PAPERBACK	0160-9890	1/1/2014	1				
OFFICIAL INTERNATIONAL YOUTH HOSTELS GUIDE / SUSPENDED /		1/1/2014	1				
OFFICIAL X-BOX MAGAZINE	1534-7850	7/1/2013	1				
OKLAHOMAN EAGLE	0745-385X	7/1/2013	1				
OLD FARMERS ALMANAC - HARD COVER	0078-4516	1/1/2014	5				
OLD FARMERS ALMANAC – SOFTCOVER		1/1/2014	5				
OLD-HOUSE JOURNAL	0094-0178	7/1/2013	3				
OMAHA STAR		7/1/2013	1				
OPERA NEWS - PRINT + ONLINE	0030-3607	7/1/2013	1				
OPINIONS WEEKLY		7/1/2013	9				
ORGANIC GARDENING	1536-108X	7/1/2013	3				
ORLANDO TIMES		7/1/2013	1				
ORNAMENT	0148-3897	7/1/2013	1				
OUR HERITAGE / SAN ANTONIO GENEALOGICAL & HISTORICAL		7/1/2013	1				
OUT C-W ADVOCATE	1062-7928	7/1/2013	4				
OUTDOOR LIFE	0030-7076	7/1/2013	2				
OZONE MAGAZINE		7/1/2013	1				
OVERSTREET COMIC BOOK PRICE GUIDE - SOFTBOUND	1073-2276	1/1/2014	1				
OZONE MAGAZINE		7/1/2013	1				
PACK O FUN	0030-901X	7/1/2013	5				
PALARA	1093-5398	1/1/2014	1				
PARENTING EARLY YEARS	1947-9883	7/1/2013	1				
PARENTS	1083-6373	7/1/2013	11				
PARIS MATCH / FRANCE /	0397-1635	7/1/2013	2				
PARKS AND RECREATION/ VA/	0031-2215	7/1/2013	1				
PASSENGER AND IMMIGRATION LISTS INDEX / CUMULATIVE	0736-8267	1/1/2014	1				
PATTERSONS AMERICAN EDUCATION	0079-0230	1/1/2014	1				
PATTERSONS ELEMENTARY EDUCATION	1044-1417	1/1/2014	1				

PC REPAIR BENCH BOOK		1/1/2014	1			
PC WORLD/ MULTIMEDIA ED/	0737-8939	7/1/2013	12			
PDR FOR NONPRESCRIPTION DRUGS DIETARY SUPPLEMENTS/HERB	1525-3678	1/1/2014	3			
PDR FOR NUTRITIONAL SUPPLEMENTS	1534-3642	1/1/2014	1			
PEACHSTAR PIPELINE - ONLINE	1082-5487	7/1/2013	1			
PEOPLE EN ESPANOL / FOR US/	1096-5750	7/1/2013	4			
PEOPLE /ALL EXC ELEM MIDDLE & HIGH SCHOOL LIBRARY	0093-7673	7/1/2013	26			
PERSONAL BEST NEWSLETTER	1091-6229	7/1/2013	25			
PERSONAL FINANCE / VA / PRINT + ONLINE	0164-7768	7/1/2013	1			
PERSONAL FORMS ON FILE		1/1/2014	1			
PHI DELTA KAPPAN - PRINT + ONLINE - PASSWORD ACCESS -	0031-7217	7/1/2013	2			
PHILADELPHIA TRIBUNE / ONE DAY PER WEEK /	0746-956X	7/1/2013	1			
PHOTOGRAPHERS MARKET	0147-247X	1/1/2014	5			
PHOTOGRAPHY ANNUAL		1/1/2014	1			
POETS & WRITERS MAGAZINE	0891-6136	7/1/2013	2			
POETS MARKET	0883-5470	1/1/2014	3			
POLICE CHIEF/ PRINT + ONLINE	0032-2571	7/1/2013	1			
POLICY & PRACTICE	1520-801X	7/1/2013	1			
POLITICAL HANDBOOK OF THE WORLD	0193-175X	1/1/2014	2			
POPULAR MECHANICS : ENGLISH EDITION/	0032-4558	7/1/2013	8			
POPULAR PHOTOGRAPHY	0032-4582	7/1/2013	5			
POPULAR SCIENCE/ FOR US/	0161-7370	7/1/2013	9			
PORT OF HARLEM	1536-2574	7/1/2013	1			
PORTLAND OBSERVER		7/1/2013	1			
POSITIVELY AWARE	1523-2883	7/1/2013	1			
POSTCOLONIAL STUDIES	1368-8790	7/1/2013	1			
POSTSECONDARY SOURCEBOOK FOR COMMUNITY COLL TECH		1/1/2014	1			
PRATTS GUIDE TO PRIVATE EQUITY & VENTURE CAPITAL SOURCES	1547-2213	1/1/2014	2			
PREVENTION / PA / FOR US /	0032-8006	7/1/2013	13			
PRINT - AMERICAS GRAPHIC DESIGN MAGAZINE /	0032-8510	7/1/2013	1			
PRINT – AMERICAS REGIONAL DESIGN ANNUAL		1/1/2014	1			
PRINTWORLD DIRECTORY OF CONTEMPORARY PRINTS AND PR	0734-2721	1/1/2014	1			
PRIVATE INDEPENDENT SCHOOLS	0079-5399	1/1/2014	6			
PROGRESSIVE	0033-0736	7/1/2013	2			
PROLOGUE / NATIONAL ARCHIVES	0033-1031	7/1/2013	1			
PSYCH DISCOURSE	1091-4781	7/1/2013	1			
PSYCHOLOGY TODAY	0033-3107	7/1/2013	9			
PUBLIC LIBRARIES	0163-5506	7/1/2013	1			
PUBLIC LIBRARY DATA SERVICE STATISICAL REPORT		1/1/2014	1			

PUBLIC LIBRARY QUARTERLY - PRINT + ONLINE	0161-6846	7/1/2013	1				
PUBLIC WORKS / CITY- COUNTY - STATE/ FREE INDEX/	0033-3840	7/1/2013	1				
PUBLISHERS DISTRIBUTORS & WHOLESALERS OF THE US	0000-0671	1/1/2014	1				
PUBLISHERS WEEKLY - PRINT + ONLINE	0000-0019	7/1/2013	8				
QUILTERS WORLD / FOR US /	1543-1819	7/1/2013	1				
R&D : INDUSTRY GUIDE		1/12014	1				
R&D : READING FOR THE R&D COMMUNITY	0746-9179	7/1/2013	1				
RACE-ETHNICITY : MULTIDISCIPLINARY GLOBAL CONTEXTS	1935-8644	7/1/2013	1				
RACE POVERTY & THE ENVIRONMENT		7/1/2013	1				
RACE AND CLASS - PRINT + ONLINE	0306-3968	7/1/2013	1				
RADIO ADVERTISING SOURCE - PRINT + ONLINE	1071-4707	1/1/2014	2				
RAND MCNALLY ROAD ATLAS -GIFT		1/1/2014	1				
RANGER RICK -AMERICAN ED.	0738--6656	7/1/2013	11				
RBM: A JOURNAL OF RARE BOOKS MANUSCRIPTS	1529-6407	7/1/2013	1				
READ – TEACHERS ED /GRADES 6-12/	0034-0359	7/1/2013	1				
READERS DIGEST -US EDITION	0034-0375	7/1/2013	9				
READERS DIGEST-LARGE PRINT	1094-5857	7/1/2013	6				
READERS GUIDE TO PERIODICAL /INCLS ANNUAL CUMULATION/	0034-0464	7/1/2013	1				
READERS GUIDE TO PERIODICAL LITERATURE	0034-0464	1/1/2014	1				
REAL SIMPLE	1528-1701	7/1/2013	11				
REALTOR MAGAZINE / IL /	1522-0842	7/1/2013	2				
RECOMMENDED REFERENCE BOOKS FOR SMALL & MED LIBRAR	0277-5948	1/1/2014	1				
REDBOOK	0034-2106	7/1/2013	6				
REFERENCE BOOKS BULLETIN	8755-0962	7/1/2013	12				
REFERENCE & USER SERVICES QUARTERLY	1094-9054	7/1/2013	2				
REGARDS AFRICAINS	1422-5212	7/1/2013	1				
RENOVATION STYLE	1088-114X	7/1/2013	1				
REPRESENTATIONS - PRINT + ONLINE	0734-6018	7/1/2013	1				
REQUIREMENTS FOR CERTIFICATION OF TEACHERS COUNSELORS	1047-7071	1/1/2014	2				
RESEARCH IN AFRICAN LITERATURES	0034-5210	7/1/2013	1				
RESOURCE SHARING & INFORMATION NETWORKS - PRINT + ONLINE	0737-7797	7/1/2013	1				
REUNIONS MAGAZINE	1046-5235	7/1/2013	1				
REVIEW OF BLACK POLITICAL ECONOMY - PRINT + ONLINE	0034-6446	7/1/2013	1				
RIGHT ON MAGAZINE	0048-8305	7/1/2013	18				
RMA ANNUAL STATEMENT STUDIES - FINANCIAL RATIO BENCHMARK	1545-7699	1/1/2014	1				

ROAD AND TRACK	0035-7189	7/1/2013	3				
ROLLING STONE	0035-791X	7/1/2013	13				
ROME NEWS TRIBUNE - DAILY & SUNDAY	1060-4049	7/1/2013	1				
RUNNERS WORLD	0897-1706	7/1/2013	4				
RUSSIAN LIFE	1066-999X	7/1/2013	2				
SALES & MARKETING MANAGEMENT	0163-7517	7/1/2013	3				
SAM / ADVANCED MANAGEMENT JOURNAL	0749-7075	7/1/2013	1				
SAMS PHOTOFAC T POM SET		7/1/2013	1				
SAN FRANCISCO BAY VIEW	1520-7285	7/1/2013	1				
SATURDAY EVENING POST / INCORPS / MEDICAL UPDATE	0048-9239	7/1/2013	3				
SAUDI ARAMCO WORLD / FREE ON REQUEST /	1530-5821	7/1/2013	1				
SAVANNAH MORNING NEWS / SUNDAY /	8750-8273	7/1/2013	1				
SAVANNAH TRIBUNE	1086-2285	7/1/2013	1				
SCHOLASTIC CHOICES - TEACHERS ED / GRADES 7-12 /	0883-475X	7/1/2013	1				
SCHOLASTIC CHOICES - TEACHERS ED / GRADES 6-12 /	0036-6412	7/1/2013	1				
SCHOLASTIC PARENT AND CHILD	1070-0552	7/1/2013	2				
SCHOLASTIC SCOPE - TEACHERS ED / GRADES 6 -12 /	0036-6412	7/1/2013	2				
SCHOMBURG CENTER JOURNAL	0883-3400	7/1/2013	1				
SCHOOL ARTS - DIGITAL ED - PRINT + ONLINE	0036-6463	7/1/2013	1				
SCHOOL LIBRARY JOURNAL - PRINT + ONLINE	0362-8930	7/1/2013	17				
SCHOOL SCIENCE & MATHEMATICS	0036-6803	7/1/2013	1				
SCHOOLS ABROAD OF INTEREST TO AMERICANS	0899-2002	1/1/2014	2				
SCHROEDERS ANTIQUES PRICE GUIDE		1/1/2014	4				
SCIENCE / REGULAR DELIVERY/	0036-8075	7/1/2013	4				
SCIENCE NEWS - PRINT + ONLINE / SINGLE ACCESS /	0036-8423	7/1/2013	3				
SCIENTIFIC AMERICAN	0036-8733	7/1/2013	5				
SCLC MAGAZINE / FREE ON REQUEST /	0735-7443	7/1/2013	1				
SCOTT STAMP MONTHLY	0737-0741	7/1/2013	2				
SCOTT STANDARD POSTAGE STAMP CATALOGUE	0161-5084	1/1/2014	3				
SCOTTS SPECIALIZED CATALOGUE OF UNITED STATES STAMPS		1/1/2014	1				
SCRIBE – GA		7/1/2013	1				
SEATTLE MEDIUM		7/1/2013	1				
SELF	0149-0699	7/1/2013	5				
SEM NEWSLETTER – ONLINE		7/1/2013	1				
SENIORS VOICE		7/1/2013	1				
SEVENTEEN MAGAZINE	0037-301X	7/1/2013	17				
SHAPE MAGAZINE	0744-5121	7/1/2013	3				
SISTER 2 SISTER	1071-5053	7/1/2013	8				
SKIING MAGAZINE	0037-6264	7/1/2013	2				

SKY & TELESCOPE	0037-6604	7/1/2013	2				
SLAM	1072-625X	7/1/2013	3				
SMALL AXE	0799-0537	7/1/2013	1				
SMALL BUSINESS ADVISOR	1069-9619	7/1/2013	3				
SMALL BUSINESS OPPORTUNITIES	1071-8087	7/1/2013	3				
SMART COMPUTING IN PLAIN ENGLISH / CODE 1588 /	1093-4170	7/1/2013	1				
SMARTMONEY	1069-2851	7/1/2013	6				
SMITHSONIAN	0037-7333	7/1/2013	7				
SOAP OPERA DIGEST	0164-3584	7/1/2013	2				
SOCIAL SECURITY HANDBOOK	0361-5200	1/1/2014	2				
SOCIAL STUDIES - PRINT + ONLINE	0037-7996	7/1/2013	1				
SOCIETY FOR ETHNOMUSICOLOGY MEMBERSHIP		1/1/2014	1				
SOCIETY OF GEORGIA ARCHIVISTS MEMBERSHIP/ SGA /		1/1/2014	1				
SONGWRITERS MARKET	0161-5971	1/1/2014	4				
SOPHISTICATES BLACK HAIR STYLES AND CARE GUIDE	1042-5276	7/1/2013	6				
SOUND & VISION	1537-5838	7/1/2013	4				
SOUTH CAROLINA ECONOMIC INDICATORS – ONLINE		7/1/2013	1				
SOUTH CAROLINA MAGAZINE OF ANCESTRAL RESEARCH	0190-826X	7/1/2013	1				
SOUTHEASTERN FINANCIAL DIRECTORY		1/1/2014	3				
SOUTHEASTERN LIBRARY ASSOCIATION MEMBERSHIP		1/1/2014	1				
SOUTHERN ACCENTS / LIBRARY & PROFESSIONAL WAITING ROOM	0149-516X	7/1/2013	3				
SOUTHERN CALIFORNIA SUPER LAWYERS	1554-9577	1/1/2014	1				
SOUTHERN ECHOES	0735-6870	7/1/2013	1				
SOUTHERN EXPOSURE	0146-809X	7/1/2013	2				
SOUTHERN GENEALOGISTS EXCHANGE QUARTERLY	0584-4487	7/1/2013	1				
SOUTHERN LITERARY JOURNAL - PRINT + ONLINE	0038-4291	7/1/2013	1				
SOUTHERN LIVING / LIBRARIES & PROFESSIONAL WAITING ROOMS	0038-4305	7/1/2013	19				
SOUTHERN POVERTY LAW CENTER MEMBERSHIP		1/1/2014	1				
SOUTHERN QUARTERLY /A JOURNAL OF THE ARTS IN THE SOUTH /	0038-4496	7/1/2013	2				
SOUTHERN REGIONAL COUNCIL MEMBERSHIP		1/1/2014	1				
SOUTHERN ROOTS AND SHOOTS	0895-2876	7/1/2013	1				
SOUTHERN STATES LEGISLATIVE REVIEW		7/1/2013	1				
SOUTHWEST GEORGIA GENEALOGICAL SOCIETY MEMBERSHIP		1/1/2014	1				
SOUVENIRS GIFTS & NOVELTIES	1521-4249	7/1/2013	1				
SPECIAL REPORTS		7/1/2013	3				

SPIDER	1070-2911	7/1/2013	1				
SPIN	0886-3032	7/1/2013	2				
SPORTING NEWS	0038-805X	7/1/2013	2				
SPORTS ILLUSTRATED FOR KIDS	1042-394X	7/1/2013	17				
SPORTS ILLUSTRATED / FOR US /	0038-822X	7/1/2013	25				
SRDS BUSINESS MEDIA ADVERTISING SOURCE - PRINT+ONLI	1529-6490	1/1/2014	1				
SRDS CONSUMER MAGAZINE ADVERTISING SOURCE - PRINT+ONLIN	1086-8208	1/1/2014	1				
SRDS CONSUMER MEDIA ADVERTISING SOURCE - PRINT + ONLINE		1/1/2014	1				
SRDS NEWSPAPER ADVERTISING SOURCE - PRINT + ONLINE	1529-6482	1/1/2014	1				
SRDS TV & CABLE SOURCE - PRINT + ONLINE	1529-6504	1/1/2014	3				
STANDARD CATALOG OF WORLD COINS 1901- PRESENT		1/1/2014	3				
STANDARD CATALOG OF WORLD COINS 19TH CENTURY 1801-1900		1/1/2014	2				
STANDARD CATALOG OF WORLD PAPER MONEY		1/1/2014	2				
STANDARD DIRECTORY OF AVERTISERS TRADENAME INDEX		1/1/2014	1				
STARDUST - HINDI ED		7/1/2013	1				
STATE OF BLACK AMERICA	0148-6985	1/1/2014	3				
STATE OF GEORGIA OFFICIAL DIRECTORY OF US CONGRESSMEN		1/1/2014	3				
STATE OF THE WORLD - SOFT COVER/ FOR US/	0887-364X	1/1/2014	1				
STATISTICAL ABSTRACT OF THE UNITED STATES - PAPERB	0081-4741	1/1/2014	1				
STAT OF BLACK ATLANTA / SUSPENDED /	1081-9142	1/1/2014	2				
STONE SOUP / THE MAGAZINE BY YOUNG WRITERS & ARTIST	0094-579X	7/1/2013	1				
STUDIES IN THE LITERARY IMAGINATION	0039-3819	7/1/2013	1				
STUDIES IN THE NOVEL	0039-3827	7/1/2013	1				
STUFF FOR THE TEEN AGE - ONLINE		7/1/2013	1				
SUCCESSFUL FARMING	0039-4432	7/1/2013	1				
SUCCESSFUL FUND RAISING	1070-9061	7/1/2013	1				
SUMMER JOBS WORLDWIDE		1/1/2014	2				
SUMMING UP		7/1/2013	1				
SUN REPORTER / CA /	0890-0930	7/1/2013	1				
SWIMMING WORLD MAGAZINE - PRINT + ONLINE		7/1/2013	1				
SYSTEM / GA / FREE ON REQUEST /		7/1/2013	2				
TAIWAN REVIEW	1727-5148	7/1/2013	1				
TEACHING TOLERANCE /FREE ON REQUEST	1066-2847	7/1/2013	1				
TEACHING CHILDREN MATHEMATICS	1073-5836	7/1/2013	1				
TECHNICALITIES	0272-0884	7/1/2013	1				
TECHNIQUES - CONNECTING EDUCATION & CAREERS	1527-1803	7/1/2013	1				

TECHNOLOGY REVIEW - PRINT + ONLINE - SINGLE USER	1099-274X	7/1/2013	1				
TEEN GRAFFITI		7/1/2013	1				
TEEN INK / WRITTEN BY TEENS / MULTIPLE COPY ORDERS	1545-1283	7/1/2013	30				
TEEN INK/ WRITTEN BY TEENS / SINGLE COPY ORDERS / FOR US /	1545-1283	7/1/2013	2				
TEEN TREND	1931-4507	7/1/2013	1				
TEEN VOGUE	1540-2215	7/1/2013	5				
TEEN VOICES - PRINT + ONLINE	1074-7494	7/1/2013	3				
TENNESSEE ANCESTORS / INCLS / NEWSLINE	0882-0635	7/1/2013	1				
TENNIS MAGAZINE	0040-3423	7/1/2013	3				
TEXAS BUSINESS REVIEW / FREE ON REQUEST /	0040-4209	7/1/2013	1				
TEXAS MONTHLY	0148-7736	7/1/2013	1				
TEXTILE WORLD	0040-5213	7/1/2013	1				
THEOLOGY TODAY	0040-5736	7/1/2013	1				
THESTREET.COM RATINGS GUIDE TO LIFE AND ANNUITY INSURERS	1937-6626	1/1/2014	2				
THESTREET.COM RATINGS GUIDE TO PROPERTY & CASUALTY	1935-5327	1/1/2014	2				
THESTREET.COM RATINGS GUIDE TO PROPERTY AND CASUALTY INSURERS	1935-5327	1/1/2014	1				
THIS OLD HOUSE / FOR US /	1086-2633	7/1/2013	2				
THOMAS FOOD & BEVERAGE MARKETPLACE		1/1/2014	1				
THREADS	0882-7370	7/1/2013	1				
THRONATEESKA HERITAGE FOUNDATION MEMBERSHIP		1/1/2014	1				
THURGOOD MARSHALL LAW REVIEW	0749-1646	7/1/2013	1				
TIME - DOMESTIC ED	0040-781X	7/1/2013	27				
TIME ALMANAC - HARDCOVER ED / FOR US	1529-1154	1/1/2014	5				
TIME FOR KIDS - BIG PICTURE ED / GRADES K - 1 /	1528-6584	7/1/2013	10				
TIME FOR KIDS – GRADES 5-6		7/1/2013	40				
TIME FOR KIDS AROUND THE WORLD		1/1/2014	40				
TIMES OF DEKALB		7/1/2013	1				
TIMES - PICAYUNE / SUNDAY /	1055-3053	7/1/2013	1				
TLS : THE TIMES LITERARY SUPPLEMENT / PRINT + ONLINE	0307-661X	7/1/2013	1				
TODAYS BLACK WOMAN	1099-582X	7/1/2013	2				
TOP 300 CAREERS		1/1/2014	1				
TOP 500 DESIGN FIRMS SOURCEBOOK - INCLS FREE ONLINE		1/1/2014	1				
TOWN & COUNTRY	0040-9952	7/1/2013	3				
TRACK & FIELDS NEWS	0041-0284	7/1/2013	1				
TRACK NEWSLETTER – ELECTRONIC MAIL		7/1/2013	1				
TRADITIONAL HOME	0883-4660	7/1/2013	3				

TRAILER BOATS	0300-6557	7/1/2013	1				
TRAILER LIFE CAMPGROUND- RV PARK & SERVICES DIRECTORY		1/1/2014	1				
TRAINING	0095-5892	7/1/2013	1				
TRAINS	0041-0934	7/1/2013	1				
TRANSITION : AN INTERNATIONAL REVIEW	0041-1191	7/1/2013	1				
TRAVEL & LEISURE	0041-2007	7/1/2013	5				
TRI STATE DEFENDER		7/1/2013	1				
TRIBAL ART - CA	1549-4691	7/1/2013	1				
TRIBAL ARTS GUIDE		7/1/2013	1				
TURTLE / MAGAZINE FOR PRESCHOOL KIDS	0191-3654	7/1/2013	2				
TUSKEGEE NEWS		7/1/2013	1				
TWIST	1094-4257	7/1/2013	2				
UCLA AFRICAN STUDIES CENTER NEWSLETTER /FREE ON REQUEST		7/1/2013	1				
ULRICHS PERIODICALS DIRECTORY	0000-2100	1/1/2014	1				
UN CHRONICLE	0251-7329	7/1/2013	1				
UNIFORM PLUMBING CODE - SOFT COVER	0733-2335	1/1/2013	1				
UNITY FIRST		7/1/2013	1				
UPSCALE - LIVING THE AFFLUENT LIFESTYLE	1047-2592	7/1/2013	12				
UPTOWN MAGAZINE		7/1/2013	1				
URBAN INFLUENCE MAGAZINE		7/1/2013	1				
US NEWS & WORLD REPORT - REGULAR ED/	0041-5537	7/1/2013	15				
US WEEKLY	1529-7497	7/1/2013	2				
USA TODAY / THE NATIONS NEWSPAPER	0734-7456	7/1/2013	31				
USED CARS & TRUCKS BUYERS GUIDE ANNUAL - ONLINE		1/1/2014	4				
UTNE READER	1544-2225	7/1/2013	4				
VALDOSTA DAILY TIMES		7/1/2013	1				
VALUE LINE INVESTMENT SURVEY - SMALL & MID CAP ED	0042-2401	7/1/2013	2				
VALUE LINE INVESTMENT SURVEY - US ED - PRINT + ONLINE	0042-2401	7/1/2013	10				
VAMOS / FOR US /		7/1/2013	1				
VANIDADES CONTINENTAL	0505-0146	7/1/2013	1				
VANITY FAIR - AMERICAN ED.	0733-8899	7/1/2013	8				
VARIETY / PRINT + DIGITAL VARIETY - ONLINE / WEEKLY /	0042-2738	7/1/2013	1				
VEGETARIAN TIMES	0164-8497	7/1/2013	6				
VERANDA	1040-8150	7/1/2013	1				
VERMONT LIFE	0042-417X	7/1/2013	1				
VIDEO LIBRARIAN	0887-6851	7/1/2013	1				
VIDEOMAKER / AEBSCO /	0889-4973	7/1/2013	1				
VILLAGE VOICE	0042-6180	7/1/2013	1				
VIRGINIA GENEALOGICAL SOCIETY MEMBERSHIP		1/1/2014	1				

VITAL ISSUES / DC /	1056-6368	7/1/2013	1				
VITAL SPEECHES OF THE DAY	0042-742X	7/1/2013	1				
VOGUE/ SURFACE MAIL/	0042-8000	7/1/2013	13				
VOICE OF YOUTH ADVOCATES / VOYA /	0160-4201	7/1/2013	8				
VOICES OF INDIAN TERRITORY		7/1/2013	1				
VOLUNTEER LEADERSHIP / SUSPENDED /	1527-411X	7/1/2013	1				
VOLUNTEER MANAGEMENT REPORT - INCLS ELEC MAIL	1091-3777	7/1/2013	1				
W MAGAZINE	0162-9115	7/1/2013	2				
WADABAGEI	1091-5753	7/1/2013	1				
WALL STREET JOURNAL / PRINT + ONLINE / ANY ED /	0099-9660	7/1/2013	17				
WARDS AUTOMOTIVE YEARBOOK	0083-7229	1/1/2014	1				
WARMAN'S ANTIQUES AND COLLECTIBLES PRICE GUIDE	1076-1985	1/1/2014	1				
WARPLAND : A JOURNAL OF BLACK LITERATURE AND IDEAS		7/1/2013	1				
WASAFIRI - PRINT + ONLINE - SINGLE SITE ACCESS	0269-0055	7/1/2013	1				
WASHINGTON AFRO AMERICAN AND THE WASHINGTON TRIBUNE	0276-6523	7/1/2013	1				
WASHINGTON INFORMER	0741-9414	7/1/2013	1				
WASHINGTON MONTHLY	0043-0633	7/1/2013	1				
WASHINGTON POST / DAILY & SUNDAY /	0190-8286	7/1/2013	2				
WASHINGTON POST / SUNDAY ONLY /	0190-8286	7/1/2013	2				
WASHINGTONIAN	0043-0897	7/1/2013	1				
WAX POETICS	1537-8241	7/1/2013	1				
WEATHERWISE - PRINT + ONLINE	0043-1672	7/1/2013	1				
WEB SITE SOURCE BOOK	1089-4861	1/1/2014	1				
WEEKLY READER / PRE K ED /	0890-3174	7/1/2013	1				
WEIGHT WATCHERS MAGAZINE	0043-2180	7/1/2013	4				
WESTERN JOURNAL OF BLACK STUDIES	0197-4327	7/1/2013	1				
WEISS RATINGS GUIDE TO LIFE AND ANNUITY INSURERS - QUARTERLY		1/1/2014	1				
WEISS RATINGS GUIDE TO PROPERTY AND CASUALTY INSURERS - ONLINE	1529-9902	1/1/2014	1				
WEISS RATINGS GUIDE TO PROPERTY AND CASUALTY INSURERS	1529-9902	1/1/2014	1				
WHAT EVERY VETERAN SHOULD KNOW / INCLS SUPPLEMENTS	0083-9108	7/1/2013	2				
WHAT EVERY VETERAN SHOULD KNOW / BOOK ONLY /	1532-8112	1/1/2014	6				
WHITAKERS ALMANAC - STANDARD ED		1/1/2014	3				
WHOLE LIVING	2155-2371	7/1/2013	2				
WHO'S WHO AMONG AFRICAN AMERICANS	1081-1400	1/1/2014	1				
WIRED	1094-1028	7/1/2013	1				

WIZARD / THE COMICS MAGAZINE	1065-6499	7/1/2013	1				
WOMANS DAY	0043-7336	7/1/2013	5				
WOMEN OF COLOR RESOURCE CENTER MEMBERSHIP		1/1/2014	1				
WOMEN LOOKING AHEAD		7/1/2013	1				
WOMENS HEALTH - PA	0884-7355	7/1/2013	2				
WORD UP - NJ	1056-4691	7/1/2013	2				
WORKING MOTHER	0278-193X	7/1/2013	2				
WORLD AFFAIRS / DC / PRINT + ONLINE	0043-8200	7/1/2013	1				
WORLD ALMANAC AND BOOK OF FACTS - PAPERBOUND	0084-1382	1/1/2014	2				
WORLD ALMANAC OF US POLITICS / SUSPENDED /	1043-1535	1/1/2014	1				
WORLD CHAMBER OF COMMERCE DIRECTORY	1048-2849	1/1/2014	4				
WORLD RADIO TV HANDBOOK	0144-7750	1/1/2014	1				
WORLD TODAY SERIES/ 9 VOLUME SET/		1/1/2014	1				
WORLD TODAY SERIES/ AFRICA	0084-2281	1/1/2014	1				
WORLD TODAY SERIES / EAST AND SOUTHEAST AND ASIA		1/1/2014	1				
WORLD TODAY SERIES / LATIN AMERICA	0092-4148	1/1/2014	1				
WORLD TODAY SERIES / MIDDLE EAST & SOUTH ASIA	0084-2311	1/1/2014	1				
WORLD TODAY SERIES / WESTERN EUROPE	0084-2338	1/1/2014	1				
WRITER / WI /	0043-9517	7/1/2013	1				
WRITERS DIGEST	0043-9525	7/1/2013	5				
WRITERS MARKET	0084-2729	1/1/2014	19				
WSJ MAGAZINE		7/1/2013	17				
WWD - DAILY ED / WOMENS WEAR DAILY / WWD BEAUTY REPORT	0149-5380	7/1/2013	1				
WWD ACCESSORIES		7/1/2013	1				
WWD COLLECTION		7/1/2013	1				
WWD SCOOP		7/1/2013	1				
WWE MAGAZINE	1933-4524	7/1/2013	2				
XXL	1093-0647	7/1/2013	2				
YANKEE / 340F / CORRECTIONAL FACILITIES /	0044-0191	7/1/2013	1				
YC YOUNG CHILDREN / REGULAR SUBSCRIPTION	1538-6619	7/1/2013	2				
YEARBOOK OF AMERICAN & CANADIAN CHURCHES	0195-9034	1/1/2014	1				
YOGA AND HEALTH	0953-2161	7/1/2013	1				
YOGA PLUS JOYFUL LIVING	1935-2158	7/1/2013	1				
YOUNG GENERATION	0129-6639	7/1/2013	1				
YOUR BIG BACKYARD	0886-5299	7/1/2013	2				
YOUR INCOME TAX		1/1/2014	1				

YOUTH TODAY – PRINT + ONLINE	1089-6724	7/1/2013	1				
ZOOTLES	1936-4342	7/1/2013	1				
ZOOBOKS	0737-9005	7/1/2013	2				
TOTAL COST							

Section 10: EXHIBITS

LIST OF ATLANTA-FULTON PUBLIC LIBRARY SYSTEM BRANCHES

Central Library

1 Margaret Mitchell Square, Atlanta 30303
404.730.1700

Adams Park Branch

2231 Campbellton Rd. Atlanta 30311
404.752.8763

Adamsville/Collier Heights Branch

3424 M.L. King, Jr., Dr. Atlanta 30331
404.699.4206

Alpharetta Branch

238 Canton St. Alpharetta 30004
770.740.2425

Auburn Avenue Research Library

101 Auburn Ave. Atlanta 30303
404.730.4001

Bowen/Bankhead Branch

2685 D.L. Hollowell Parkway, Atlanta 30318
404.792-2646

Buckhead Branch

269 Buckhead Ave. Atlanta 30305
404.814.3500

Carver Homes Branch Suite 104

215 Lakewood Way, Atlanta 30315
404.635.4012

Cleveland Avenue Branch

47 Cleveland Ave. Atlanta 30315
404.762.4116

College Park Branch

3647 Main St. College Park 30337
404.762.4060

Dogwood Branch

1838 D. L. Hollowell Pkwy. Atlanta 30318
404.792.4961

East Atlanta Branch

400 Flat Shoals Ave. Atlanta 30316
404.730.5438

East Point Branch

2757 Main St. East Point 30344
404.762.4842

Fairburn Branch

60 Valley View Dr. Fairburn 30213
770.306.3138

Georgia Hill Branch

250 Georgia Ave. Atlanta 30312
404.730.5427

Hapeville Branch

525 King Arnold St Hapeville 30354
404.762.4065

Kirkwood Branch

11 Kirkwood Rd. NE Atlanta 30317
404.377.6471

Martin Luther King, Jr. Branch

409 John Wesley Dobbs Ave. Atlanta 30312

404.730.1185

Mechanicsville Branch

400 Formwalt St. Atlanta 30312
404.730.4779

Northeast/Spruill Oaks Branch

9560 Spruill Road Johns Creek 30022
770.360.8820

Northside Branch

3295 Northside Pkwy. Atlanta 30327
404.814.3508

Ocee Branch

5090 Abbotts Bridge Rd. Johns Creek 30005
770.360.8897

Peachtree Branch

1315 Peachtree St., NE Atlanta 30309
404.885.7830

Perry Homes Branch

2011 Bolton Road . Atlanta 30318
404.792.4994

Ponce de Leon Branch

980 Ponce de Leon Ave Atlanta 30306
404.885.7820

Roswell Branch

115 Norcross St. Roswell 30075
770.640.3075

Sandy Springs Branch

395 Mt. Vernon Hwy. Atlanta 30328
404.303.6130

South Fulton Branch

4055 Flat Shoals Rd. Union City 30291
770.306.3092

Southwest Branch

3665 Cascade Rd. Atlanta 30331
404.699.6363

Stewart-Lakewood Branch

2893 Lakewood Ave. Atlanta 30315
404.762.4054

Thomasville Heights Branch

1700 Thomasville Dr. Atlanta 30315
404.624.0620

Washington Park Branch

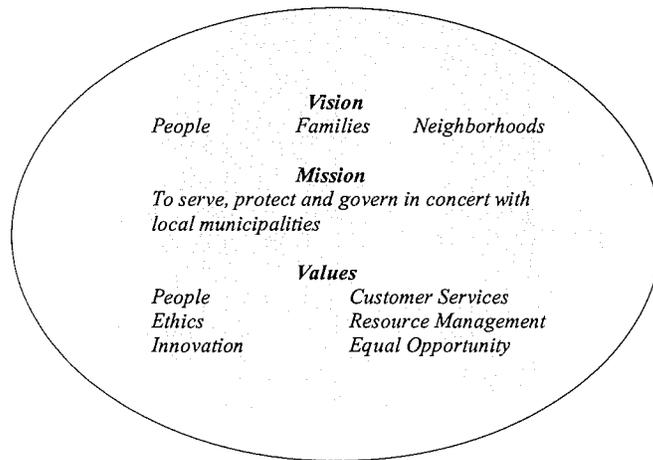
1116 M.L. King Jr. Dr. Atlanta 30314
404. 752-8760

West End Branch

525 Peoples St. S.W. Atlanta 30310
404- 752-8740



FULTON COUNTY



CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

Index of Articles

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ARTICLE 19.	<u>COVENANT AGAINST CONTINGENT FEES</u>
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ARTICLE 31.	<u>FORCE MAJEURE</u>
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ARTICLE 38.	<u>WAGE CLAUSE</u>

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 ***[Insert User Department Name]*** hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Contractor to perform ***[Insert project description/services to be provided]***, 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 perform **[Insert project description]**. 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

[Insert contract term and any renewal options]

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 manners pertaining to this contract.

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

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

ARTICLE 11. SUSPENSION OF WORK

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

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

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

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the [insert user department name] 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 [insert user department name] 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.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

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]

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

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

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

ADDENDA

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

EXHIBIT A

GENERAL CONDITIONS

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

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

Selected Respondent(s) is expected to meet the general conditions of:

A. General Periodicals and Serials Subscription Service Specifications

Respondents must be able to supply print periodicals, serials, and local and international newspapers for Library customers. The quantity of subscriptions to be ordered will vary between subscribers. Approximately 90% of the total subscriptions placed by AFPLS will be renewal subscriptions. Respondents must demonstrate the ability to provide subscription services to all subscriptions generally available via an agent from foreign and domestic publishers, assuming sufficient publication information can be supplied by the ordering subscriber. The Respondent must supply subscriptions to include yearbooks, annuals, newspapers, U.S. Government Printing Office and NTIS publications, periodicals, proceedings, continuations, and any other print periodicals as requested. Only one Respondent will be selected to provide these materials.

1. Respondent's overall fill rate, for each year of the contract, must meet or exceed ninety five percent (95%) for all items ordered.

2. Respondent must have an online platform through which the Library can manage its subscriptions, at no cost to AFPLS. Respondent must provide the ability for AFPLS to search the Respondent's online database, submit orders, cancellations, claims, print, e-mail or download reports at no cost to the Library.

3. Respondent must be able to make available complete MARC records for inclusion in our online catalog for new subscriptions and title changes for current subscriptions.

4. Respondent must provide an electronic list in Data Interchange Format (dif) of all renewal subscriptions at least six (6) months prior to renewal which includes all titles previously ordered, with current status, current price, and renewal dates. Renewal information must also be made available in a paper list format.

5. Respondent must provide management reports, at AFPLS request, but not less than four (4) times annually, in an electronic format consistent with our established standard software of Microsoft Office 2003, Desktop suite, as well as in a paper format by subscriber or groups of subscribers, domestic and/or international publication for:

- Orders
- Renewals
- Cancellations
- Price histories
- Price projections
- Domestic serial subscriptions
- International serial subscriptions
- Title changes, ceased titles, merged titles, frequency changes, split titles,

discontinued titles, suspended titles, etc.

6. Respondent must provide, at no cost, a replacement copy inventory of at least 2,000 general interest periodical titles from the previous two years, to replace missing issues, and must offer a free sample issue service. Respondent must also provide a list of available titles.

7. Respondent **MUST** provide a complete title list of their current catalog as part of the bid response and must also indicate the mechanism for obtaining titles not represented in their current catalog.

8. Respondent must be able to provide written documentation of payment to publisher on behalf of Atlanta-Fulton Public Library System before invoicing the library.

9. Respondent should have working relationships with major ILS vendors and have interfaces established to provide a gateway to their online serials control modules.

10. Respondent must accept rush orders by telephone, fax, or e-mail. A toll-free telephone number and customer service representative must be provided. Service representative will respond to telephone, e-mail, or fax inquiries within 24 to 48 hours.

B. Conversion

Respondent will take appropriate action to prevent interruption in the Library's receipt of current print serial subscriptions. The Respondent will accept the AFPLS renewal list and will assign a representative to coordinate the transfer of subscriptions to the new Respondent. The Respondent will establish a conversion schedule and plan within 30 days of date of bid award. The conversion schedule must be designed so that all expiration dates end on the same date. In the event of an interruption of service, the Respondent will obtain any missing issues and deliver them to the appropriate subscriber. Respondent will make AFPLS aware of start and end dates for each subscription and will communicate any changes prior to start date of subscription.

C. Database Access

The Respondent will provide the Library with telecommunications access to the Respondent's database in order to provide the Library with the following information:

1. Complete bibliographic information by title, ISBN, publisher, price, frequency, and any other information necessary for the Library to place orders in an online environment.

2. Complete bibliographic information for the Library's current active print periodicals subscriptions.

3. Complete subscription information by subscriber's account number, for all current active orders.

4. Current publication information: the last issue shipped, next issue due, invoice information, title changes, etc. necessary for claiming.

5. Necessary technical support to maintain the telecommunications network. Database access should be twenty-four (24) hours, seven (7) days a week.

D. Cost

Cost is defined as the prevailing United States of America newsstand price or stated publishers list price in U.S. Dollars equivalency less Publisher's and /or Respondent's discount, based on a one-year subscription, including early payment discounts plus Respondent anticipated service charges. The Respondent must provide AFPLS with the **lowest available price** based on anticipated number of titles listed in this bid. Both service fee and volume discount should be indicated separately. Note that all shipping costs must be included in the price as there is no separate allowance to include this cost.

1. Periodicals Cost: This cost is defined as the newsstand price or stated publishers list price in U. S. dollars equivalency, minus any discount, plus service charges and shipping costs.

2. Serials Cost: This cost is defined as the newsstand price or stated publishers list price in U.S. Dollars equivalency, minus any discount, plus the service charge for MARC record creation, processing and uploading files, and shipping costs.

E. Subscription Period

1. Order Placement: Respondent will place all new and renewal orders with publishers within ten working days after receipt of authorization to order, or receipt of the review title list if it is received after authorization to order.

Exceptions are allowed only by written prior mutual agreement between AFPLS and Respondent. Publisher permitting, Respondent will be required to place subscriptions at any time during the year, and to assist in prorating for common expiration date, as required. All orders placed must include actual prices or estimated prices, which are based on previous year's price plus up to a 15% maximum increase.

2. Servicing the Subscription: Respondent will provide administrative and other such services for each subscription placed until three months after its expiration, i.e., the publication of the last issue covered by that subscription period.

3. Initial Service Year: Unless AFPLS waives the option, prior to placing the initial order the Respondent will organize and format the list used for the pre-order price quotation into a final annual renewal list and forward it to AFPLS for review. If AFPLS does not waive this option, and the Respondent fails to obtain clarification from AFPLS regarding the title list, so that the Respondent places orders based on the list submitted for competition purposes, AFPLS retains the right to cancel titles ordered against their intentions and, in this instance, will not be responsible for charges the publisher will not refund to the Respondent.

4. Renewal Years

Basic Renewal Service: Six (6) months prior to expiration, a solicitation to renew the complete list of previously ordered subscriptions is required. Renewal information must be available in electronic format consistent with the Library's established software standards of Microsoft Office 2003, Desktop suite, as well as paper format, magnetic tape or in other machine-readable form and via the Respondent's electronic database. The annual renewal listing will be provided by the Respondent to the Library. The Library will make additions, deletions, corrections, etc. to the list and will return it to the Respondent as an indication to renew. Upon receipt of the corrected annual renewal listing, the Respondent will place the orders/renewals within ten (10) working days.

F. Basic Order Requirements

1. Order Placement: The Respondent will place all new and renewal orders with publishers within ten working days after receipt of authorization to order, or receipt of the review title list if it is received after authorization to order. Exceptions are allowed only by written prior mutual agreement between AFPLS and Respondent.

2. Unavailable Titles: In cases where publications are available through direct order arrangement only, are discontinued, are suspended, have changed title, or have otherwise become unavailable, the Respondent will so notify the Library no later than at the time of invoicing.

3. Costs in Excess of Authorized Price: In cases where the price of the title on the renewal list would, when the order is submitted to the publisher, exceed the previous year's price by 15%, the Respondent must notify the Library within three working days of discovery. Once the Library instructs the Respondent to proceed with the order, the Respondent must place the order within ten (10) working days.

4. Payment to Publishers

a. Advance Payments: The Respondent will pay all regular subscription orders in advance, prior to submission of the first invoice.

b. Adjustments: The Respondent will make additional payment as necessary and will invoice the Atlanta-Fulton Public Library for currency fluctuations, postage rate adjustments, etc.

5. Records: The Respondent will maintain complete records of all bibliographic and financial transactions of each Subscriber for up to three years. The Respondent will provide to the Library immediate access to these records on demand, in an electronic format consistent with the Library's established software standard of Desktop suite Microsoft Office 2003.

G. Ordering Support Services

In support of basic order and renewal services, the Respondent will perform the following services and provide products as described below.

1. Initializing Subscription Service: Once award is made, the subscription renewal and order list will be formatted by the Respondent for review by the Library, unless the Library specifically waives the option.

a. Initial Title List: The Library will forward to the Respondent a complete list of subscription titles to be ordered or renewed. The

Respondent will organize the list into the format of an annual renewal list, six (6) months prior to the renewal of the subscription, as specified below. The Respondent will forward three (3) copies of the renewal list to the Library, with the prevailing price in U.S. currency equivalency.

b. Confirmation List: The Library will review the renewal list, make necessary changes, and return it to the Respondent. The Respondent will reformat the renewal list, incorporating all changes, additions, and deletions, into a final list.

c. Order Placement: The Respondent will place renewals with the publishers within ten days of receipt of the final list or authorization to order from a contracting officer, whichever is later.

2. Subscription Title Lists: The Respondent will be able to provide a renewal list as described below, in paper and in electronic format. The Library may choose to receive either or both formats, paper or electronic.

3. Electronic Format: Copies of renewal lists will be submitted to the Atlanta-Fulton Public Library via electronic format for all agencies by title ordered. Format must be readable by Library established software standards.

4. Minimum Information: Renewal lists will contain the following minimum information:

- a) Complete "Bill-to" and "Ship-to" address
- b) Account numbers
- c) Title
- d) ISSN
- e) Quantity (number of copies per title and total number of subscriptions)
- f) Subscription period covered
- g) New, renewal, subscription added or transferred
- h) Price – publisher's latest known rate currently available (in U. S. currency)
- i) Service charge
- j) Title frequency
- k) Bibliographic status of those titles currently under review for renewal

5. Ongoing Subscription Services: In addition to renewal listings, subscription support services will include items ordered throughout the year. Such subscription order requests will be submitted by the Library's authorized person and forwarded to the Respondent for placement with the publisher for the subscription period indicated, subject to the terms of this agreement. Ongoing subscription services will include the following:

- a) New subscriptions
- b) Renewals
- c) Late renewals
- d) Back issues
- e) Added copy subscriptions
- f) Special orders
- g) Memberships
- h) Claiming

6. Order Information Required: Each completed order will contain the following information:

- a) "Bill-to" and "Ship-to" address
- b) Account number chargeable
- c) Purchase order number (if applicable)
- d) Title
- e) ISSN
- f) Quantity
- g) Subscription period covered
- h) Type of services, i.e., new subscription, late renewal, added copy, etc.

7. Additional materials

a. Not included in the subscription price: As the Respondent is responsible for providing all material published within a given subscription year, the Respondent will notify each subscriber of special issues, unnumbered supplements, and indexes not included in the basic subscription price. These items will be made available to the subscriber by special order at the publisher's price and the firm fixed Respondent service charge, with no additional charges except those transportation costs charged by the publisher.

b. No charge materials: Annual indexes, other indexes, title pages, table of contents, and other materials normally supplied at no cost by the publisher, are to be supplied automatically by the Respondent at no cost to the Library.

8. Rush Orders: Upon receipt of a telephone call, email or fax requesting a rush order, the Respondent will transmit the order to the publisher within 24 hours, by telephone, email, or fax. If the publisher will not accept the order without prior payment, the Respondent will send out such payment within that 24 hour period. Notify AFPLS of cost within ten (10) working days, via invoice requesting payment.

9. Catalog: Respondent will provide an annual catalog of titles available. The catalog may be print or made available electronically, e.g. via the Internet, at no additional charge to the Library. The Library retains the right to request paper copies of catalog information. The catalogs will have as a minimum the following information:

- a) Titles
- b) ISSN
- c) Cost
- d) Frequency
- e) Enumeration
- f) Title changes, with cross references
- g) Documented constraints

10. Publisher's Prices: The Respondent will provide on demand publisher's invoices or other documentation acceptable to AFPLS to verify subscription costs charged to the Library.

H. Administrative Services

The Respondent will provide the following administrative services to support the subscription ordering services:

1. Personal Representative: At no additional cost, the Respondent will assign a representative by name to provide personalized assistance (via toll-free telephone number, email, and fax) for each account.

2. Claims for missing, defective, or mutilated issues: The Respondent will act as the contact point for the Library in obtaining from the publisher replacement copies of issues defective, lost in transit or otherwise missing, or mutilated, provided the loss is reported to the Respondent within forty-five (45) days. The Respondent will advise the Library of any claiming restrictions imposed by the publisher. The **Respondent will handle all claims for any subscription for up to three (3) months after the termination or expiration date of the subscription.**

a. Claim Forms: The Respondent will supply the Library with claim forms for missing issues to be used for follow-up. Forms will be submitted via fax or U.S. mail.

b. Electronic Claims: An alternative to paper-based claim will be electronic claims service. The Library retains the right to choose whether to use electronic claims or paper-based claims, and will retain the option of transmitting electronic claims and receiving periodic paper reports for confirmation.

c. Timeframe: The Respondent will place all claims with the publisher within a minimum of five (5) working days after receipt. In addition, the Respondent will accept rush claims by telephone, email, or fax and process these claims in fewer than five (5) days. The Respondent will deliver claimed items to the subscriber within six (6) weeks of receipt of the claim.

d. Claim Information: All claim notices sent from the Respondent to the publisher will include the following information:

- a) Title being claimed
- b) Specific issues needed
- c) Number of the claim (first claim, second claim, etc.)
- d) Date of the Respondent's order to the publisher
- e) Subscription period
- f) Amount paid
- g) Proof of payment
- h) Address of subscriber

3. Refund Credits

a. Lost print periodicals/newspapers/serials, replacements, discontinued/cancelled, delayed publication, quoted price less than actual price of publication: When a subscription title is lost; discontinued/cancelled; publication date delayed; replacement copy is unavailable; or quoted cost less than actual cost, the Respondent will make a refund in full of all amounts

refunded by the publisher in the form of a refund credit memorandum. Respondent will e-mail the credit memorandum to AFPLS and send a paper copy of the invoice by mail. "Credit Memorandum" must be written prominently on the document and must consist of the following:

- a) Invoice number
- b) Account number
- c) Subscriber code
- d) Title
- e) Title code
- f) Dollar amount

Respondent must accept credit memorandum as payment for outstanding invoices when submitted by AFPLS.

b. Due to Cancellation: In those instances in which a refund has been requested due to timely cancellation of a subscription, the Respondent will provide written evidence of their attempts to secure a refund from the publisher on behalf of the Library.

c. Duplicate Issues: At the request of the Library the Respondent will deal directly with the publisher in correcting duplicate issue errors. Under no circumstance shall the Library be invoiced for duplicate orders. In the event duplicate orders occur, the items are to be returned to the publisher and the Respondent must pay shipping costs directly to the transporting agency.

d. Addresses

1. Bill-to and Ship-to addresses

The subscriber addresses will have the capacity for up to five (5) lines for each address, with each line up to 30 characters.

2. Change of Address: The Respondent will notify the publisher when the subscriber's address changes.

I. Account Management

The Respondent will provide best estimates of possible outstanding supplemental costs. The Library may request a report of estimated outstanding costs prior to the end of the fiscal year. The Respondent will be responsible for ensuring that all orders are completed and invoices issued within the same fiscal year in which the order is placed. The Respondent will cooperate with Fulton County in account reconciliation. The Respondent will report foreign and domestic pricing trends to the Library at least annually. The Respondent will, at the Library's request, provide renewal lists which indicate expected inflation and price increase estimates for the Library's renewal lists.

1. Membership Entitlements: The Respondent will provide a written summary of all publications and/or materials received through memberships, i.e., title, frequency, quantity of each publication, and special membership benefits.

2. Sample Copies: The Respondent will request sample copies of a print periodical, at no cost, when requested to do so by the Library.

3. Back Issues: Upon request by the Library, the Respondent will acquire back issues of print periodicals of a title for up to two (2) years prior to the date of the current volume.

4. Information Bulletins: The Respondent will provide, at least quarterly, and at no cost, an information bulletin updating the last known information on various print periodicals, periodicals and newspapers.

J. Library Management Reports

1. Specifications: At no additional cost and on demand, the Respondent will provide electronic reports containing all or part of the following information as specified by the Library:

- a) Title
- b) Subscriber/Ship-to address
- c) Invoice – item number
- d) Subscription period
- e) Quantity
- f) Frequency
- g) Price with adjustments and estimates
- h) ISSN
- i) Volume
- j) Local information lines: these reports will be able to capture stored local information (subject identification, agency assigned number/code, internal fund accounting, etc.) in fields which equal a minimum of 100 characters on the report.

2. Sorting: The Respondent will provide the Library with a Data Interchange Format (dif) file that will have the capability of sorting, subtotalling, and re-totalling the reports by any of the above fields of information.

3. Medium: The Respondent will provide reports in paper or electronic formats. The Library retains the right to choose which Data Interchange Format (dif) to receive.

4. Minimum Required Reports: At a minimum, the Respondent will be able to provide the following reports at no cost:

a. Financial Summary Reports: Respondent will provide on demand, a list of all Respondent instigated credit or debit invoices to the Atlanta-Fulton Public Library System for services provided. This report will include invoice number, subscriber identification, account number, dollar amount, and service fee charged.

b. Claims Lists: Respondent will provide the Library with a monthly listing of all outstanding claims and any responses received from the publisher. If an additional claim is required for an item appearing on the report, the report itself may be used as a reclamation document by the Library.

c. Subscription Status Information: Monthly, or on demand, the Respondent will notify the Library in writing of any irregularity or change in status, such as: bill later, non-cancellable, slow, irregular, discontinued, order direct, split title, not due for renewal at this time, period restricted, establishing contact with publisher, temporarily suspended publication, foreign title, estimated price, and price increase since last billing published price, etc.

d. Ship-to List: The Respondent will provide, on demand, a listing of all subscriber agencies and their complete addresses.

e. Courtesy Invoice Data: The Respondent will supply the Library with a separate itemized invoice for each subscriber, arranged alphabetically by title, and will provide four (4) paper copies of all invoices.

Electronic and paper invoices must be received by the Library one month after renewals and or new orders have been sent to the Respondent.

f. Additional Reports: Additional reports and electronic data will be made available to the Library. Examples include, but are not limited to, electronic files of catalog data in MARC format, local or consortia holdings data, data related to the usage of electronic services.

5. Pricing: Respondent will offer a flat fee per title added to the Respondent's price for title, including discounts received by the Respondent from the publisher. Net price must include shipping cost. This cost **MUST BE** reflected in service charges. All pricing information must be entered on the Pricing Form (see list of requested titles attached).

6. Average Price Index Report: The Respondent will provide an average price index report to each subscriber covering a five (5) year period for all subscriptions. On demand, this report will be arranged by subscriber agency, and alphabetically by title or by subject identification.

7. Missing Issues: Respondent will provide missing print periodical issues, at no cost, from a storehouse of collected issues. The inventory should include at least 2,000 general interest print periodical titles from the previous two years, to replace missing issues. Respondent must provide a list of available titles.

K. Delivery Points and Billing

1. Delivery of Subscriptions: Print periodicals, serials, and newspapers will be sent directly to the subscriber indicated and all price quotations will be based on the delivered subscription. (See Exhibit A for current Branch Locations and Hours of Operation)

2. Delivery of Invoices, Reports, etc.: All Respondent invoices, subscription renewal lists, and management reports, unless otherwise requested, will be sent to the following address:

Atlanta-Fulton Public Library System
Serials Unit
1 Margaret Mitchell Square
Atlanta, GA 30303-1089
Attn: Bernice Truitt

3. Invoices: Invoices must be sent in quadruplicate and list the title, number of copies, subscriber account number, price, service fee, and purchase order number.

L. Electronic Data Exchange

Respondent will describe data available and methods for exchanging data electronically from one system to another, or in files ready for use by proprietary software. The Library will provide local system specifications. Respondent will provide free retrospective conversion service of all print periodical, serial and newspaper titles, both active and inactive.

M. Training

The Respondent will provide at no cost, on demand, on site in-service training to librarians and staff members involved in handling print periodicals, serials, and newspaper subscriptions. The training shall consist of navigating the Respondent's electronic database and will include: ordering, claiming, reports creation, cancellation, subscription status, etc.

N. Respondent Support

1. Respondent must provide a project manager for AFPLS, who will provide the following services:

- a. Problem resolution, with a guaranteed response time of 24 to 48 hours for all telephone calls or correspondence received from AFPLS.
- b. Authority to approve and implement any requested changes to subscription specifications received from AFPLS.
- c. Provision of status reports on all required subscription.
- d. Assistance in developing, at no cost, new serials functionality to reflect the changing needs of AFPLS.
- e. Provide no cost, on demand, detailed in-service training for AFPLS staff as needed and requested.
- f. A resume of the AFPLS project manager must be provided as part of Respondent's proposal.
- g. The project manager must meet with AFPLS project manager or his/her designee, at least quarterly if needed, to discuss issues and concerns. At least one meeting must occur at the AFPLS Central Library. Respondent's project manager must visit AFPLS at the start of the project for specifications.

EXHIBIT B

SCOPE OF WORK

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

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Description of Project:

Selected Respondent will provide print periodicals, newspapers and serials, to single or multiple library addresses, for domestic and foreign titles published in paper format in English and other languages, and related services. AFPLS has identified approximately 85% of the titles staff intends to order. The List of Requested Titles is included in pricing form. Respondents must indicate the available titles by entering a Yes or No in the Availability of Titles Column. Respondents must enter a Per Unit Price, a Service Charge if applicable, and the Total Cost for the title. (Per Unit Cost + applicable Service Charge x number of copies = Total Cost) Respondents must be capable of providing at least 95% of requested titles to meet bid specifications.

Scope of Work Summary:

The Atlanta-Fulton Public Library System currently consists of 31 branches, one Central Library, and one Research Library with a serials collection of over 5,000 titles based on current subscription requests. Print periodicals, serials, and newspapers are sent directly to the branch location (known as subscriber). Costs will be based on the delivered print title. AFPLS intends to contract with a single vendor to provide the supply of print periodicals, serials, and newspapers (local and international) for Library customers, and to provide library personnel with information relating to Library orders and related services. Respondents must have an online database of titles and must provide the Library access to this database at no charge, in order for the Library to search titles, submit orders, cancel orders, claim materials, and check status. Respondents must also provide onsite training for staff and provide passwords to access Respondent's online database, make available complete MARC records for inclusion in our SIRSI online catalog for all new subscriptions and title changes for current subscriptions, and provide management reports electronically and in paper format. Selected Respondent will provide all qualified personnel, facilities, equipment, supplies, software and appropriate interface for placement of new and renewal subscriptions to single or multiple addresses for domestic and foreign serials published in paper format in both English and other languages, and for related services. Respondent(s) MUST provide a complete title list of their current catalog as part of the bid response and must also indicate the mechanism for obtaining titles not represented in their current catalog. Respondents must also include examples of the required management reports as part of the bid response. Respondent is expected to work closely with Atlanta-Fulton Public Library System staff in providing these functions to AFPLS in accordance with standards provided by the Library.

EXHIBIT C

COMPENSATION

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

EXHIBIT D

PURCHASING FORMS

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

EXHIBIT E

CONTRACT COMPLIANCE FORMS

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

EXHIBIT F

INSURANCE AND RISK MANAGEMENT FORMS

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

1. Insurance and Risk Management Provisions from Solicitation Document

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

1. Certificate of Insurance

EXHIBIT G

PAYMENT & PERFORMANCE BONDS

Instructions for Users: The following information should be inserted after you have received submittals from the Contractor.