



INVITATION TO BID 14ITB94703B-TR

NEWSPAPERS AND PERIODICALS

For

ATLANTA FULTON PUBLIC LIBRARY SYSTEM

BID DUE DATE AND TIME: *Tuesday, October 21, 2014 at 11:00 A.M.*

BID ISSUANCE DATE: *Monday, September 22, 2014*

PRE-BID CONFERENCE DATE: *Not required for this project*

PURCHASING CONTACT: *Terrence Reese, APA*

E-MAIL: terrence.reese@fultoncountygga.gov

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

TABLE OF CONTENTS

Invitation to Bid

Section 1 - Instructions to Bidders

01. Contract Documents
02. Bid Preparation
03. Receipt and Opening of Bids
04. Addenda and Interpretations
05. Site Examination
06. Bidder's Modification and Withdrawal of Bids
07. Bid and Contract Security
08. Surety Bonds
09. Insurance Requirements
10. Right to Reject Bids
11. Applicable Laws
12. Examination of Contract Documents
13. Bid Evaluation
14. Award Criteria
15. Disqualification of Bidders
16. Basis of Award
17. Detention Equipment Contractor (DEC) Required Submittals
18. Wage Clause
19. Notice of Award of Contract
20. Execution of Contract Documents
21. Equal Employment Opportunity (EEO) in Purchasing and Contract Compliance
22. Joint Venture
23. Contractors Compliance with Procurement
24. Georgia Security and Immigration Compliance Act
25. Subcontracting Opportunities
26. Term of Contract
27. No Contact Provision
28. Authorization to Transact Business
29. Pre-Construction Conference
30. Substitutions
31. Bid General Conditions
32. Submittals

Section 2

Bid Form

Section 3

Scope of Work and Technical Specifications

Section 4

Insurance and Risk Management Provisions

Section 5

Purchasing Forms

- Form A - Non-Collusion Affidavit of Prime Bidder
- Form B - Certificate of Acceptance of Request for Bid Requirements
- Form C - Georgia Professional License Certification (*not applicable*)
- Form D - Certification Regarding Debarment

TABLE OF CONTENTS

Form E – Disclosure Form and Questionnaire
Form F – Georgia Security and Immigration Contractor Affidavit and Agreement
Form G – Georgia Security and Immigration Subcontractor Affidavit

Section 6

Contract Compliance Requirements

Non-Discrimination in Contracting and Procurement

Required Forms and EBO Plan:

- 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 Subcontracting Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Exhibit G – Prime Contractor/Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Forms
Equal Business Opportunity Plan (EBO Plan)

Section 7

General Conditions

Section 8

Special Conditions

INVITATION TO BID
14ITB94703B-TR NEWSPAPERS AND PERIODICALS

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for *Newspapers and Periodicals* will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **Tuesday, October 21, 2014**.

SCOPE OF WORK

The Atlanta-Fulton Public Library System currently consists of 32 branches, one Central Library, and one Research Library. AFPLS is in the process of building several new branches; at the end of the building program, the number of branches will be the same as the current number, but during the building program, the location and number of branches will change temporarily. AFPLS has 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. The detailed scope of work and technical specifications are outlined in Section 3: Scope of Work of this bid document.

BID DOCUMENTS

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "*Bid Opportunities*".

PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government
Department of Purchasing & Contract Compliance
Attn: Terrence Reese, APA
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Email: terrence.reese@fultoncountyga.gov
Fax: (404) 893-1739
Reference Bid #: 14ITB94703B-TR

PRE-BID CONFERENCE N/A

A Pre-Bid Conference *will not* be held for this project: however, all ***inquiries regarding the solicitation either technical or otherwise may be submitted in writing to the purchasing contact mentioned above.***

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: rholanda.stanberry@fultoncountyga.gov.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND TWO (2) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

3. RECEIPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing & Contract Compliance. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **14ITB94703B-TR NEWSPAPERS AND PERIODICALS**.

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

1. Bid Form
2. Acknowledgement of each Addendum
3. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
4. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
5. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will 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 and Contract Compliance for receipt on or before the stated time and date. 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.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

4. 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 Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than **2:00 PM, Tuesday, October 14, 2014**. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance
Attn: Terrence Reese, APA
Fulton County Public Safety Building

130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1739
terrence.reese@fultoncountyga.gov
Bid # 14ITB94703B-TR

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, if any addend are issued to this Invitation to Bid.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

5. SITE EXAMINATION

There will not be a scheduled site visit for this project.

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 bid, 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. BID AND CONTRACT SECURITY N/A

8. SURETY BONDS N/A

9. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

10. 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.

11. 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.

12. 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.

13. BID EVALUATION

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In

the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).
- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

14. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

A. **Responsiveness:** The determination of responsiveness will be determined by the following:

- a. The completeness of all material, documents and/or information required by the County;
- b. 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.

B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following

- a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- b. 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;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
- e. Has the appropriate and adequate technical experience necessary to perform the Work;
- f. Has adequate personnel and equipment to do the Work expeditiously;
- g. Has suitable financial means to meet obligations incidental to the work.

15. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

16. BASIS OF AWARD

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

17. 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 C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

17. WAGE CLAUSE

Pursuant to 102-413, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

18. 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 from the user department. 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 unless earlier terminated pursuant to the termination provisions of the contract.

20. EXECUTION OF CONTRACT DOCUMENTS

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

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

Should the contractor and/or surety fail to execute the documents within the time specified the County shall have the right to proceed on the Bid Bond accompanying the bid.

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

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

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

21. EQUAL EMPLOYMENT OPPORTUNITY (“EEO”) IN PURCHASING AND CONTRACTING

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County’s Non Discrimination in Contracting and Procurement.

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 are 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. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, 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. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

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>.

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 5, Purchasing Forms & Instructions for declarations and affidavits.

25. 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".

26. TERM OF CONTRACT

MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on January 1, 2015, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2015. 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, 2016 and shall end no later than the 31st day of December, 2016. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. 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.

27. 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.

28. AUTHORIZATION TO TRANSACT BUSINESS

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

29. PRE-CONSTRUCTION CONFERENCE N/A

30. SUBSTITUTIONS

See Special Conditions.

31. RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for

the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

32. BID GENERAL CONDITIONS

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

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

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the

manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. 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.
10. 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).

33. SUBMITTALS

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	Bid Submittal Check Sheet	Check (√)
1.	Georgia Security and Immigration Contractor Affidavit(s) and Agreements	
2.	Georgia Security and Immigration Subcontractor Affidavit(s)	
3.	Bid Form w/Pricing Sheets	
4.	Acknowledgment of Addenda	
5.	Bid Bond	
6.	Non-Collusion Affidavit	
7.	Certificate of Acceptance of Request for Bid	
8.	Georgia Utility Contractor's License (if applicable)	
9.	Georgia General Contractors License (if applicable)	

10.	Georgia Professional License (if applicable)	
11.	Certificate Regarding Debarment	
12.	Disclosure Form and Questionnaire	
13.	Office of Contract Compliance Requirements (submitted in a separate envelope)	
14.	Proof of Insurance Coverage	

END OF SECTION

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **Insert Bid# and Title**

Submitted on _____, 2013

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

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

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **14ITB94703B-TR NEWSPAPERS AND PERIODICALS**

Submitted on _____, 2013

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

SECTION 3 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Scope of Work Summary

The Atlanta-Fulton Public Library System (AFPLS) currently consists of 32 branches, one Central Library, and one Research Library. AFPLS is in the process of building several new branches; at the end of the building program, the number of branches will be the same as the current number, but during the building program, the location and number of branches will change temporarily. AFPLS has 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 supply Print Periodicals, Serials, and Newspapers** (locally and international) for Library customers, and to provide library personnel with information relating to Library orders and related services.

SPECIFICATIONS

The successful 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 **SECTION 2: BID 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.

The successful respondent must meet and agree to the following terms of services:

- 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.
___ Agrees ___ Does Not Agree
- Must 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.
___ Agrees ___ Does Not Agree
- Must 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.
___ Agrees ___ Does Not Agree

- Must provide a complete title list of their current catalog as part of the bid response.
(Check two)
 Agrees Does Not Agree

- Must describe the mechanism for obtaining titles not represented in their current catalog.
 Agrees Does Not Agree provided with Response Not provided

- Must submit examples of the required management reports as part of the bid response. (Check two)
 Agrees Does Not Agree provided with Response Not provided

- Must work closely with Atlanta-Fulton Public Library System staff in providing these functions to AFPLS in accordance with standards provided by the Library.
 Agrees Does Not Agree

**SECTION 4
INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management Provisions Library – Newspaper and Periodicals Procurement

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	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

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

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

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 5 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/Proposal Requirements
- Form C: Professional License Certifications (***not applicable***)
 - Form C1 – Georgia Utility License Contractor License
 - Form C2 – Georgia General Contractors License
 - Form C3 – Georgia Professional License
- 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 102-397, 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 _____, 2014.

(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: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL
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 C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

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

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: 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 102-449 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 Section 102-431) 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 _____, 2014

(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 has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

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 _____, 2014

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 2014

(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 services¹ 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*,² 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 Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2014

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

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

Instructions:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor 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 _____, 2014

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[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].

SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

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

Monitoring of EEO Policy

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

DETERMINATION OF GOOD FAITH EFFORTS

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

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

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

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

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

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

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

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN

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

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 1

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 2

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)	BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)	HISPANIC or LATINO	AMERICAN INDIAN or ALASKAN NATIVE (AIAN)	ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES
	M	F	M	F					M	F	M	F	
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)

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

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

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

Date: _____ FOR _____
 (Company)

 (Signature of Affiant)

 (Printed Name)

 (Company)

Date: _____ (Signature of Affiant)

 (Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 2014, 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.

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

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

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

PURPOSE:

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

MONITORING POLICY:

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

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

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

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

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

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

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

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

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

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

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

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

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

SECTION 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. References
- O. 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, and email 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 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 inquires 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 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. 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 as well as paper format 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.

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

- 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:

- 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. Note that the names and addresses of some subscriber branches will change as the Library's building program moves forward.

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 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.

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.
 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. Note that the names and addresses of some subscriber branches will change as the Library's building program moves forward.
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. References

Respondents will be required to submit a list of five (5) references from public library clients of the approximate size of the Atlanta-Fulton Public Library System. The Respondent must currently provide similar print periodical, serial and newspaper subscription service, including all management reports, for these five (5) public libraries. Respondent must include library name and address, library's serials project manager and phone number, for whom Respondent currently supplies subscription services.

O. 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 ten (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.