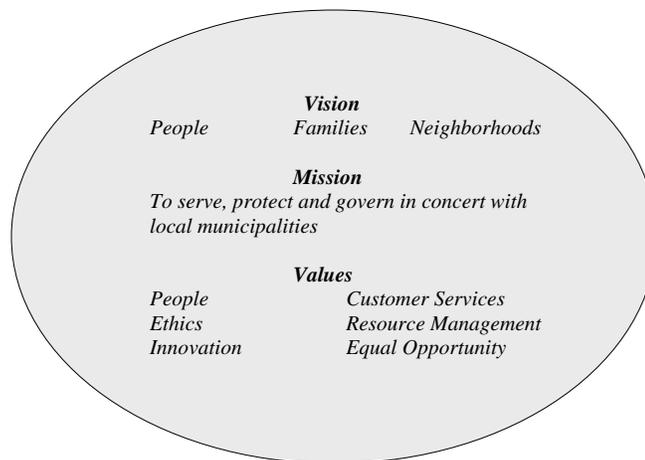




FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR INVITATION TO BID NO. 06ITB48507B-CC**

UNPROCESSED BOOKS

For

LIBRARY

BID DUE TIME AND DATE: 11:00 A.M. January 10, 2006
PURCHASING CONTACT: CHARLIE CROCKETT at (404) 730-5807
E-MAIL: charlie.crockett@co.fulton.ga.us

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

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INVITATION TO BID

06ITB48507B-CC-UNPROCESSED BOOKS

Purpose:

To provide unprocessed adult, juvenile, and young adult, fiction and non-fiction materials, for patrons of Atlanta-Fulton County Library System.

Description of Project:

The Atlanta-Fulton County Library System seeks a vendor to provide local interest titles, rare books, specialty bookstore items, autograph books and small press materials. Vendor must have materials in stock or immediate access publishers to assure timely procurement of materials. Vendor must have contacts and relationships with multiple book publishers and dealers.

Scope of Work Summary:

Respondent(s) must have in-stock inventory or immediate access to Adult, Juvenile, and Young Adult Fiction books; Adult, Juvenile, and Young Adult Non-Fiction books; and Adult, Juvenile, and Young Adult Non-Book (spoken word tapes and CDs, DVDs, VHS, music CDs). Respondent(s) must be capable and willing to research the marketplace to determine the availability of single or multiple copies of unique, rare autograph titles as request is received from any of the 34 agencies. The Sample Title Listing Report represents approximately 10% of titles that could be selected. The list comprises a sampling of the kinds of titles library selectors will request. The quantity and actual titles will vary. Though not an exhaustive list, the Respondent's ability to acquire them will be used to assist A-FCLS in determining if the selected vendor(s) is capable of providing the requirements as stated herein.

We anticipate purchases of approximately 2000 titles in all formats in 2006. Selected respondent(s) will provide all qualified personnel, facilities, equipment, and supplies appropriate for filling ongoing orders as requested by the Atlanta-Fulton County Library System.

Purchasing the Bid Document

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

Term of Contract:

Any award made as a result of this bid shall be for twelve (12) months from the date of award by the Board of Commissioners. The County reserves the right for two (2) additional twelve (12) month renewal periods pending approval by the Board of Commissioners, vendor satisfactory performance and the availability of departmental appropriated funding.

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.

Bid Contact

Information regarding the bid, either procedural or technical, may be obtained by contacting charlie.crockett@co.fulton.ga.us, Assistant Purchasing Agent at (404) 730-5807, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

Fulton County Purchasing Department
Attn: Charlie Crockett, Assistant Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 730-5807
Fax: (404) 893-1737
Reference Bid # 06ITB48507B-CC

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.

END OF SECTION

SECTION 1

INSTRUCTIONS TO BIDDERS

- A. **Bidder's Modification and Withdrawal of Bids:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
- B. **Addenda and Interpretations:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Charlie Crockett no later than 2:00 PM December 30, 2005. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Telephone inquiries will not be accepted.

Charlie Crockett, Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1737
Charlie.crockett@co.fulton.ga.us

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

Bid: All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for ITB-**06ITB48507B-CC-Unprocessed Books.**"

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

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

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

The original signed bid with three (3) copies shall be submitted in a sealed package, clearly marked on the outside "Bid for the 06ITB48507B-CC-Unprocessed Books.

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

- C. **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.
- D. **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.

- E. **Termination:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.
- F. **Indemnification and Hold Harmless Agreement:** The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.
- G. **Bid Opening:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
- H. **Determination of Successful Bidder:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
 - 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.

- c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
- d) Has adequate personnel and equipment to do the work expeditiously.
- e) Has suitable financial means to meet obligations incidental to the work.

2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

- I. **Wage Clause:** Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
- J. **Notice of Award of Contract:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

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

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

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the

project has been closed-out by the Program Manager unless earlier terminated pursuant to the termination provisions of the contract.

- K. **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 be 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.
- L. **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.
- M. **Availability Of Funding:** Any award of work, contract, or service for any portion of the 06ITB48507B-CC-Unprocessed Books will be conditional and subject to Fulton County obtaining financing through the issuance of water and sewer revenue bonds where the proceeds from such bonds are in an amount sufficient to fund the 06ITB48507B-CC-Unprocessed Books. This conditional award will not be in effect until Fulton County has been successful in raising the required funds for payment of the 06ITB48507B-CC-Unprocessed Books. If it proves impossible for Fulton County to raise the required funds, the conditional award will be cancelled by Fulton County without any recourse by the responding entity. The submittal of a bid in response to any phase of the procurement for the 06ITB48507B-CC-Unprocessed Books serves as acceptance of this condition by the entity responding to the procurement. Without waiving any of the conditions contained herein, and solely for informational purposes, please be aware that the Fulton County Board of Commissioners has taken legislative action authorizing the Fulton County Director of Finance to procure the services of the various professionals that will assist in obtaining the bond proceeds, and it is anticipated that the funding will be in place by the second or third quarter of 2006.

FULTON COUNTY PURCHASING DEPARTMENT**BID GENERAL REQUIREMENTS****06ITB48507B-CC-Unprocessed Books**

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

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

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

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

must be given the benefit of any price decrease occurring during such designated time period.

12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable

with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.

18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation

demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published

at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.

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

Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the Bids, any award will be subject to the Bid being:
- A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - B. Lowest cost to the County over projected useful life.
 - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. 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.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All

interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

35. 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.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that

do not include these completed documents will be rejected as being "non-responsive".

END OF SECTION NO. 1

SECTION 2

BID FORM

06ITB48507B-CC-Unprocessed Books

Submitted _____, 2005.

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **One Hundred and Twenty (120)** consecutive calendar days from and including said date.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

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

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

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

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

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

License Expiration Date: _____

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

_____ Dollars

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

SECTION 3 PURCHASING FORMS & INSTRUCTIONS

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

To be deemed responsive to this RFP, 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
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Certification Regarding Debarment
- Form E: Corporate Certification

Form A

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(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

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(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 C**FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL
REQUIREMENTS**

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

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

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.

- (1) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

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

(a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member,

knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of
_____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Form E

CORPORATE CERTIFICATE

Corporations

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20 ____ .

(SEAL) must be affixed

Partnership or other entities:

I, _____, certify that I am authorized to sign to commit _____ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of _____.

This _____ day of _____, 20 ____ .

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

Form F

NON CONFLICT OF INTEREST CERTIFICATION

I, _____, as the legal representative of _____, do certify that we will not perform any type of professional services for property owners adjacent or contiguous to any project assigned by Fulton County, during the active life of such project. Further, I additionally certify that if we already have an agreement(s) with property owner(s) adjacent or contiguous to a project assigned by Fulton County, we will either reject the County assignment, or cancel the property owner already in effect if so directed by Fulton County Board of Commissioners. In no case will our firm utilize our knowledge of the ongoing Fulton County project for professional gain during the active life of such Project.

Name:

Title:

Date:

Witness: _____

Name: _____

Title: _____

Date: _____

END OF SECTION NO. 3

SECTION NO. 4

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

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

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

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

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

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

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

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

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

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

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report

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

EMPLOYEES

CATEGOR Y	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASI AN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F

Male/Female

Mgmt/Official

Professional

Supervisors

Office/

Clerical

Craftsmen

Laborers

Other
(specify)

TOTALS

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Submitted by: _____ **Date Completed:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not a minority or female owned and controlled business 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: ____
%

SUBCONTRATOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRATOR 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 _____

Title _____

Date _____

Signature _____

Title _____

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: _____

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20_____, before me,
appeared

_____, the undersigned known to me to be the
person

described in the foregoing Affidavit and acknowledge that he (she) executed the
same in

the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

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

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

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____
(Signature)

Notary: _____
 My Commission Expires: _____

 (Printed Name)

Date: _____

SECTION NO. 5

GENERAL CONDITIONS

- A. Inventory
 - Size
 -
 - Fill Rate
 - Turnaround Time
- B. Acquisition
 - Other Formats
- C. Accounts
- D. Order Status
- E. Shipping and Receiving
- F. Invoicing
- G. Respondent(s) Support
- H. Reference List

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

A. Inventory

1. Size

Respondent's in-stock inventory must have remote accessibility via the internet. Respondent(s) must provide internet access to inventory via a microcomputer so that in-stock availability can be verified. Dial-in access must also include the ability to select and order items online from available inventory. Items will not be automatically placed on back order via the online system. Respondent(s) must work with a wide range of publishers and book dealers, including trade, university press, small press, rare book dealers, bookstore operators, specialty publishing houses, and online book publishers and vendors. Respondent(s) must be capable of providing autograph copies of titles requested by agencies. Respondent(s) must provide the availability of Sample Title Listing. Any software needed for this access, other than communications software must be provided by the Respondent(s) at no additional cost. Staff training must be provided upon request at no charge.

2. Fill Rate

- a. Respondent's overall fill rate, for titles listed in Sample Title Listing must meet or exceed seventy-five percent (75%) for all items ordered.
- b. Orders may include multiple copies of a title for 45 distinct library agencies or a single copy for one agency.

3. Turnaround Time

- a. Turnaround time, from date of receipt of order by Respondent to date of shipment by A-FCLS must not exceed thirty (30) working days. Specific instructions in writing to exceed this timeframe for selected titles must be received from A-FCLS, otherwise all orders shall conform to the 30 day timeframe.
- b. Titles shipped after the 30 days turnaround periods will be received at the discretion of A-FCLS. Respondent(s) must include the written procedures and processes implemented to provide books requested by A-FCLS selectors that are not available in Respondent(s) in-stock inventory. The procedure should provide in-depth, the mechanism used to acquire these books.

B. Acquisition

Order Formats

Respondent(s) must accept orders in the following transmission formats:

1. Selected from Respondent(s) inventory utilizing Respondent's microcomputer-based interface to Respondent's online inventory
2. Paper selection lists
3. Telefacsimile rush orders
4. Internet transmission (FTP, electronic mail)
5. Telephone calls

C. Accounts

Respondent(s) is required to establish the following accounts for the A-FCLS, as appropriate based on the purchase areas being proposed:

1. Books Only
Materials shipped with a turnaround time of 5 days for in-stock items
2. Rush Books Only
Materials shipped **with a guaranteed turnaround time of 48 hours for in-stock items.**

D. Order Status

- a. Respondent(s) must provide a monthly report indicating the status of current orders. Status report must include confirmations, direct from publisher, and discounts by branch and department. Respondent(s) **must** provide a sample status report as part of Respondent's proposal and must provide definitions for all status codes.
- b. Respondent(s) must submit a separate weekly report for order cancellations.
- c. Respondent(s) must automatically cancel back orders sixty (60) days after date order was received from A-FCLS. Cancellation notice must be provided in the next monthly report. There will be no exception to this requirement unless it is obtained in writing from the Approved project manager.
- d. Respondent(s) must automatically cancel all **Special Order** books ninety (90) days after date order was received from A-FCLS. Cancellation notice must be provided in the next monthly report.

There will be no exception to this requirement unless it is obtained in writing from the Approved project manager.

E. Shipping and Receiving

Respondent(s) must check all shipments for accuracy and completeness. Respondent(s) must maintain 99% rate for accuracy (ex. materials shipped represent the order received) and completeness (ex. materials appearing on the packing slip are shipped) throughout the life of the contract.

a. Standard Shipments

Materials must be shipped to arrive at the Library site within the required turnaround time frame. All deliveries, except those specified for the Auburn Avenue Research Library, **must** be delivered to the Central Library. Each shipment box must be clearly labeled with the name of the ordering agency prior to delivery at the Central Library. Shipping cost and all related expenditures must be included in item.

1. All deliveries are inside designated standard loading dock during normal business hours of Monday thru Friday from 8:30 a.m. and 4:30 p.m., Eastern Standard Time except on Holidays at the Central Library. Shipments for branches and the Central Library **must be hand delivered to the 7th floor, Acquisitions Unit, Central Library.**
2. All deliveries are inside designated standard loading dock during normal business hours of Monday thru Friday from 8:30 a.m. and 4:30 p.m., Eastern Standard Time except on Holidays at the Auburn Avenue Research Library. **See Appendix A, Locations and Hours of Operation.**

b. Drop Shipments

Respondent(s) must be able to ship books directly to the Central Library and AARL, at no extra cost to Fulton County. Respondent(s) must indicate any requirements for purchase order numbering, account numbering, etc. that must be used by A-FCLS to insure accurate and complete shipment to the above locations.

c. Damaged Materials

A-FCLS will return all damaged materials to Respondent(s). The Respondent will replace the item(s) free of charge or issue credits that can be used for future selections by the agency. Respondent(s) must arrange prepaid shipping for return of damaged materials.

d. Packing Slips

All shipments must include a packing slip listing author, title, number of copies and ISBN. Packing slip must list “ship to” and “bill to” addresses for each ordering agency. Packing slip must reference the invoice and the purchase order number. Any box in a shipment containing a packing slip must be clearly marked, “Packing Slip Included”.

F. Invoicing

All invoices must be sent directly to:
 Atlanta-Fulton County Library System
 Materials Accounting Unit
 One Margaret Mitchell Sq.
 Atlanta, GA 30303
 Attn: Caroline Thomas

- a.** Respondent(s) must submit **consolidated** invoices according to Fulton County’s requirements. Invoices must include the following:
1. Must be submitted on company letterhead with company name and address. The name should read the same on the assigned purchase order
 2. Must be submitted in triplicate
 3. “Ship To” branch name and address
 4. “Bill To” name and address
 5. “Remit To” address for payment
 6. Purchase order number
 7. Reference/link to packing slip
 8. Invoice number and date
 9. Description of services or commodities, quantity, extended cost for each item and the total dollar amount of the invoice
 10. Author/title
 11. Binding (hardcover, paperback, library binding, etc.)
 12. List cost of book
 13. Number of copies
 14. Total list cost for all copies of books
 15. Discount (percentage)
 16. Net total cost for all copies of book (after discount)
 17. Separate line items for each special handling charge (e.x., “rush” charge, etc.)
- b.** Fulton County will pay invoices net thirty (30) days from receipt of invoice by Fulton County.

G. Respondent(s) Support

1. Problem resolution, with a guaranteed response time of 24 hours for all telephone calls or correspondence received from A-FCLS.
2. Provision of status reports on all required services under development.
3. Provide no cost, on demand, detailed in-service training for A-FCLS staff as needed and requested. Respondent must visit A-FCLS at the start of the project.

H. Reference List

Respondent(s) must provide a list of references from two Public Library or School Library Systems, not including Atlanta-Fulton County Library to include library name, address, Library contact, and phone number, for whom Respondent(s) supplied with at least five thousand juvenile, young adult and adult titles (rare books, autograph books, small press books) within the last three years.

SECTION 6

SPECIAL CONDITIONS

Respondent(s) must complete the Sample Title Listing by indicating "YES" or "NO" in the availability column for each title on the report. The price these titles is not a requirement, however, Respondent(s) must indicate the average discounts on the Pricing Form.

SAMPLE TITLE LISTING

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILITY (YES/NO)
ABBEY, Edward	<i>Desert Solitaire.</i>	New York: McGraw-Hill	1968		Inscribed by the author	
ACHEBE, Chinua	<i>Collected Poems</i>	NY: Anchor Books	2004		Uncorrected Proof Copy	
ACKER, Kathy	<i>In Memoriam to Identity</i>	NY: Grove Weidenfeld	1990		Signed by Author	
ACOSTA, Oscar Zeta	<i>The Autobiography of a Brown Buffalo</i>	San Francisco): (Straight Arrow)	1972		Uncorrected Proof	
ADAMS, ALICE	<i>Return Trips</i>	NY: Knopf	1978		Signed by author	
ADAMS, ALICE	<i>A Southern Exposer</i>	NY: Knopf	1995		Signed by the Author	
BALDWIN, James	<i>The Evidence of Things Not Seen</i>	NY: HRW	1985		Inscribed by the author.	
BALDWIN, James	<i>Go Tell It on the Mountain</i>	NY: Knopf	1953		The advance reading copy	
BALLARD, J.G	<i>Cocaine Nights</i>	London): Flamingo	1996		Signed by the author	
BANKS, Russell	<i>Snow</i>	Hanover: Granite	1974		Signed by author	
BANKS, Russell	<i>The Relation of My Imprisonment</i>	Washington: Sun & Moon Press	1983		Inscribed by the author to two other writers in 1986	
BELLOW, Saul	<i>Dangling Man.</i>	NY: Vanguard	(1944		Signed by the author	
BERENDT, John	<i>. Midnight in the Garden of Good and Evil</i>	NY: Random House	(1994		First Edition	
BORGES, Jorge Luis	<i>Aspectos de la Literatura Gauchesca</i>	Montevideo: Numero	1950		Signed by Author inscribed by Borges in the year of	

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
					publication	
BOWDEN, Charles	<i>Killing the Hidden Waters</i>	Austin: U. of Texas Press	1977			
BOWLES, Paul	<i>The Sheltering Sky</i>	NY): New Directions	1949		First American Edition	
BOWLES, Paul	<i>NUTTING, Cherie, with Paul Bowles. Yesterday's Perfume: An Intimate Portrait of Paul Bowles</i>	NY: Clarkson Potter	2000		Uncorrected proof	
BURROUGH S, William S	<i>The Ticket That Exploded</i>	Paris: Olympia	1962		The correct first edition	
BURROUGH S, William S	<i>Naked Lunch</i>		1959		first edition	
CHEEVER, John.	<i>Press Kit for Three Cheever Stories</i>	NY: WNET	1979		Media Kit for PBS broadcast of three stories	
CROWLEY, John) LE GUIN, Ursula.	<i>Interfaces</i>	NY: Ace Books	1980		Signed by Crowlet & Le Guin	
CRUMLEY, James	<i>The Final Country</i>	(NY): Mysterious Press/Warner	2001		Signed by Author	
CUMMINGS, E.E	<i>Tom</i>	. NY: Arrow Editions	1935)		Printed by Rydal Press	
DELILLO, Don	<i>The Engineer of Moonlight" in Cornell Review</i>	(Ithaca): (Cornell University	1979		Nor published in book form	
DOCTOROW, E.L.). TWAIN, Mark	<i>The Adventures of Tom Sawyer</i>	NY: Oxford University Press	1996.		Signed by Doctorow and Stone.	
DUBUS, Andre	<i>Into the Silence</i>	Cambridge: Green Street Press	1988		Introduction by Dubus	

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES
EISELEY, Loren	<i>All the Strange Hours</i>	NY: Scribner	1975		Inscribed by the author
FRAZIER, Charles	<i>Cold Mountain</i>	NY: Atlantic Monthly	1997		Signed by the author in the year of publication
HOLBROOKE, Richard	<i>To End a War</i>	NY: Modern Library	1999		Inscribed by the author to novelist Robert Stone
KAEL, Pauline). ROST, Leo	<i>The Conch Eaters</i>	Los Angeles: Wollstonecraft	1973		Inscribed by the author in 1974 to

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
UPDIKE, John	<i>Appointment in Samarra. A New Introduction</i>	[Camp Hill]: [BOMC]	1988		Pauline [Kael],	
UPDIKE, John GREENE, Graham (UPDIKE, John).	<i>The Power and the Glory.</i>	(NY): Viking	1990		Fifth Anniversary Edition	
WHARTON, Edith UPDIKE, John).	<i>The Age of Innocence</i>	NY: Ivy Classics	1996		First Reprint	
TWAIN, Mark ADAMSON, George	<i>The Diary of Adam and Eve.</i>	London: (Hesperus)	2002		Introduction by Updike	
ADAMSON, Joy	<i>Bwana Game; The Life Story of George Adamson</i>	London, Sydney, Collins & Harvill Press,	1968			
ADAMSON, Joy	<i>The Spotted Sphinx</i>	London, Collins & Harvill Press	1969		First Edition,	
AKELEY, Mary L. Jobe,	<i>Carl Akeley's Africa; The Account of the Akeley-Eastman-Pomeroy African Hall Expedition of the American Museum of Natural History.</i>	New York, Dodd, Mead & Company	1929		First edition,	
ANDERSON, William Ashley	<i>South of Suez.</i>	New York, Robert M. McBride	1920		First edition	
ANDERSSON, Charles John	<i>Lake Ngami; or Explorations and Discoveries during Four Years' Wanderings in the Wilds of Southwestern Africa</i>	New York, Harper & Brothers	1857			
ANSORGE, W. J	<i>Under the African Sun; A Description of Native Races in Uganda, Sporting Adventures and Other Experiences</i>	London, William Heinemann	1899		First Edition	
ARMITAGE, Captain C. H. and Lieutenant-Colonel A. F. Montanaro	<i>The Ashanti Campaign of 1900</i>	London, Sands & Co	1901		First Edition	
ARROWSMITH-BROWN, J. H.	<i>Prutky's Travels on Ethiopia and</i>	London, The Hakluyt Society	1991		First Edition	

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILITY (YES/NO)
(ed)	<i>Other Countries.</i>					
BAKER, Sir S. W	<i>Exploration of the Nile Tributaries of Abyssinia; the Sources, Supply and Overflow of the Nile, the Country, People, Customs, etc, interspersed with many Highly Exciting Adventures of the Author, among Elephants, Lions, Buffaloes, Hippopotami, Rhinoceros</i>	Hartford, O. D. Case & Co	1868		First American Edition	
BAKER, Sir Samuel W	<i>The Albert N'Yanza, Great Basin of the Nile and Explorations of the Nile Sources</i>	London, Macmillan and Co	1885			
BANKS, Russell ..	<i>Snow.</i>	Hanover: Granite	1974			
BARLEY, Nigel	<i>The Innocent Anthropologist; Notes from a Mud Hut</i>	London, British Museum Publications,	1983		First Edition	
BELLOTTI, Felice	<i>Fabulous Congo</i>	London, Andrew Dakers			London, Andrew Dakers	
BOTTING, Douglas, sketches by Janet Chandler	<i>Island of the Dragon' Blood</i>	New York, Wilfred Funk, Inc	1958		First American edition	
RYAN, Isobel, illus by Bill Ryan	<i>Black Man's Palaver</i>	London, Jonathan Cape	1958		First edition	
BANKS, Russell.	<i>The Relation of My Imprisonment</i>	Washington: Sun & Moon Press	1983			
BARKER, Pat	<i>The Ghost Road</i>	(London): Viking	1995		Signed by the author	
BERGER, John	<i>A Painter of Our Time</i>	NY: Simon & Schuster	1959		The first American edition	
BOWLES, Paul).	<i>Yesterday's Perfume: An Intimate Portrait of Paul).</i>	NY: Clarkson Potter	(2000).			1. 2.
NUTTING, Cherie, with Paul Bowles					. (Uncorrected proof copy	

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILITY (YES/NO)
CRUMLEY, James Jeffery C. Stone	<i>The Final Country Slavery, Southern Culture, and Education in Little Dixie, Missouri, 1820-1860</i>	(NY): Mysterious Press/Warner Routledge	2000 2006	0415977 72X	Signed by the author	
James Tyner	<i>The Geography of Malcolm X Black Radicalism and the Remaking of American Space</i>	Routledge	12/28/2005	0415951 224		
Auli Ek	<i>Race and Masculinity in Contemporary American Prison Novels</i>	Rutledge	7/14/2005	0415975 700		
Preston King, Walter Earl Fluker	<i>Black Leaders and Ideologies in the South Resistance and Non-Violence</i>	Rutledge	7/12/20 05	: 0415367 875		
Jessica Rabin	<i>Fighting the Good Fight The Story of the Dexter Avenue King Memorial Baptist Church, 1865-1977</i>	Routledge	6/24/2005	0415949 211		
Houston Bryan Roberson	<i>Surviving the Crossing Immigration, Ethnicity, and Gender in Willa Cather, Gertrude Stein, and Nella Larsen</i>	Rutledge		0415971 187		
Shelly Eversley	<i>The Real Negro The Question of Authenticity in Twentieth-Century African American Literature</i>	Routledge	3/29/2004	0415968 356		
Bell Hooks	<i>We Real Cool Black Men and</i>	Routledge	11/7/2003	0415969 263		

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
	<i>Masculinity</i>					
Jean Muteba Rahier, Percy Hintzen	<i>Problematizing Blackness Self Ethnographies by Black Immigrants to the United States</i>	Routledge	9/30/2003	0415931207		
Kevern Verney	<i>African Americans and U.S. Popular Culture</i>	Routledge		0415275288		
Walker, Rob	<i>Letters from New Orleans</i>	Garrett County Press	2005	1891053019		
Aaron Cometbus	<i>Despite Everything: A Cometbus Omnibus</i>	Last Gasp	2005	0867195614		
Luke Warm Water	<i>On Indian Time</i>	TRICKSTER ARACHNID PUBLICATION	2005	1151048585		
Keith Ratzlaff	<i>Dubious Angels: Poems After Paul Klee</i>	Anhinga Press	January 2005	0938078836		
Philip F. Deaver	<i>How Men Pray</i>	Anhinga Press	March 2005	0938078828		
Lidia Torres	<i>A Weakness for Boleros</i>	Mayapple Press	June 2005	0932412343		

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
Stephen Graham Jones	<i>Bleed Into Me:</i>	University of Nebraska Press	June 2005	0803226055		
Luis Valdez	<i>A Book Of Stories</i> <i>Mummified Deer</i> <i>And Other Plays</i>	Arte Publico Press	April 2005	1558854177		
Marlon L. Fick	<i>The River Is Wide/el Rio Es Ancho: Twenty Mexican Poets</i>	University of New Mexico Press	May 2005	0826334385		
Rolando Hinojosa	<i>Dear Rafe/ Mi Querido Rafa</i>	Arte Publico Press	June 2005	1558854568		
Jordan Jones	<i>The Wheel</i>	Leaping Dog Press	August 2005	1587750201		
Marie Redonnet	<i>Understudies</i>	Leaping Dog Press	September 2005	1587750171		
Eric Paul Shaffer	<i>Lahaina Noon</i> <i>Na Mele O Maui</i>	Leaping Dog Press	July 2005	158775018X		
Billy Lombardo,	<i>The Logic of a Rose</i> <i>Chicago Stories</i>	BkMk Press/University of Missouri-Kansas City	June 2005	1886157502		
Aaron Anstett	<i>No Accident</i>	The Backwaters Press	May 2005	0976523124		
Kate Wilhelm	<i>Storyteller: Writing Lessons and More from 27 Years of the Clarion Writer's Workshop</i>	Small Beer Press	July 2005	193152016X		
James Brock	<i>Pictures That Got Small</i>	Wordtech	June 2005	1932339841		
W.S. Merwin	<i>Present</i>	Communications Copper Canyon	September	1556592		

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
	<i>Company</i>	Press	2005	272		
Denis Tuohy	<i>Wide-eyed in Medialand; A Broadcaster's Journey</i>	Blackstaff Press Ltd.,	October 2005	0856407 496		
Andrew Conway	<i>The New Bullwhip Book</i>	Loompanics Unlimited	June 2005	1559502 444		
Kenneth B. Kidd	<i>Making American Boys</i>	University of Minnesota Press	March 2004	0816642 966		
Michael Duty and Suzanne Deats	<i>Western Traditions; Contemporary Artists Of The American West</i>	Fresco Fine Art Publishing	June 3 2005	0974102 342		
Thaddeus Rutkowski	Tetched	Behler Publications	November 2005	1933016 167		
AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	
Alexs D. Pate	<i>Losing Absalom</i>	Coffee House Press	April 2005	1566891 701		
Stephen Paul Miller	<i>Skinny Eighth Avenue</i>	Marsh Hawk Press	May 2005	0975919 717		
Edited by Phil Rice	<i>Guts from the Urn</i>	Canopic Publishing	February 2005	0972860 41X		
	<i>Selected Writings from Canopic Jar 1986-2004</i>					
Thom Tamarro	<i>Holding On for</i>	Spoon River Poetry Press	February 2004	0944024 505		

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
	<i>Dear Life</i>					
D. Travers Scott	<i>One of These Things Is Not Like the Other</i>	Suspect Thoughts Press	May 2005	0974638862		
Vitezslav Nezval	<i>Valerie and Her Week of Wonders</i>	Twisted Spoon Press	June 2005	808626419X	Illustrated by Kamil Lhotak and Translated by David Short	
Floyd Skloot	<i>A World Of Light</i>	University of Nebraska Press	June 2005	0803243189	Memoir	
Edited by Anita Miller	<i>What Went Wrong In Ohio: The Conyers Report on the 2004 Presidential Election</i>	Academy Chicago Publishers		0-89733-535-	Introduction by Gore Vidal	
Gordon Taylor	<i>Fever and Thirst: Dr. Grant and the Christian Tribes of Kurdistan</i>	Academy Chicago Publishers		0-89733-537-6		
Rhoda Bailey Warren	<i>Appalachian Mountain Girl</i>	Academy Chicago Publishers		0-89733-536-8		
edited by Frank D. McSherry, Martin H. Greenberg, and Charles G. Waugh Ed	<i>The Best Horror Stories of Arthur Conan Doyle</i>	Academy Chicago Publishers	2005	0-89733-265-2		
Eldon L. Ham	<i>Larceny & Old Leather: The Mischievous Legacy of Major</i>	Academy Chicago Publishers	2005	0-89733-533-3		

AUTHOR	TITLE	PULISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
	<i>League Baseball</i>					
Becky Thacker	<i>Amazon Girls Handbook</i>	Academy Chicago Publishers	2005	0-89733-508-2		
Guy Williams	<i>The Age of Agony: The Art of Healing, 1700-1800</i>	Academy Chicago Publishers	2005	0-89733-203-2		
Joseph Wechsberg	<i>Blue Trout and Black Truffles: The Peregrinations of an Epicure</i>	Academy Chicago Publishers	2005	0-89733-134-6		
Arnold, Guy	<i>AFRICA: A Modern History</i>	UK ATLANTIC BOOKS.	2005	1843541750		
Walker, Rob	<i>Letters from New Orleans</i>	Garrett County Press	2005	1891053019		
Aaron Cometbus	<i>Despite Everything: A Cometbus Omnibus</i>	Last Gasp	2005	0867195614		
Warm Water, Luke	<i>On Indian Time</i>	TRICKSTER ARACHNID PUBLICATION	2005	1151048585		
Keith Ratzlaff	<i>Dubious Angels</i>	Anhinga Press	January 2005	0938078836		
	<i>Poems After Paul Klee</i>					
Phillip F. Deaver	<i>How Men Pray</i>	Anhinga Press	March 2005	0938078828		
Lidia Torres	<i>A Weakness for Boleros</i>	Mayapple Press	June 2005	0932412343		

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
Stephen Graham Jones	<i>Bleed Into Me: A Book Of Stories</i>	University of Nebraska Press	June 2005	0803226 055		
Luis Valdez	<i>Mummified Deer And Other Plays</i>	Arte Publico Press	April 2005	1558854 177		
Edited by Marlon L. Fick	<i>The River Is Wide/el Rio Es Ancho: Twenty Mexican Poets</i>	University of New Mexico Press	May 2005	0826334 385		
Rolando Hinojosa	<i>Dear Rafe/ Mi Querido Rafa</i>	Arte Publico Press	June 2005	1558854 568		
Jordan Jones	<i>The Wheel</i>	Leaping Dog Press	August 2005	1587750 201		
Marie Redonnet	<i>Understudies</i>	Leaping Dog Press	September 2005	1587750 171		
Eric Paul Shaffer	<i>Na Mele O Maui</i>	Leaping Dog Press	July 2005	1587750 18X		
AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	
Billy Lombardo	<i>The Logic of a Rose Chicago Storie</i>	BkMk Press/University of Missouri- Kansas City,	June 2005	1886157 502		

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
Aaron Anstett	<i>No Accident</i>	The Backwaters Press	May 2005	0976523 124		
Kate Wilhelm	<i>Storyteller: Writin g Lessons and More from 27 Years of the Clarion Writer's Workshop</i>	Small Beer Press	July 2005	1931520 16X		
James Brock	<i>Pictures That Got Small</i>	Wordtech Communications	June 2005	1932339 841		
W.S. Merwin	<i>Present Company</i>	Copper Canyon Press	September 2005	1556592 272		
Denis Tuohy	<i>Wide-eyed in Medialand: A Broadcaster's Journey</i>	Blackstaff Press Ltd	October 2005	0856407 496		
Andrew Conway	<i>The New Bullwhip Book</i>	Loompanics Unlimited	June 2005	1559502 444		
Kenneth B. Kidd	<i>Making American Boys</i>	University of Minnesota Press	March 2004	0816642 966		
Michael Duty and Suzanne Deats	<i>Western Traditions: Contemporary Artists Of The American West</i>	Fresco Fine Art Publishing	June 3 2005	0974102 342		
Thaddeus Rutkowski	<i>Tetched</i>	Behler Publications	November 2005	1933016 167		
Alexs D. Pate	<i>Losing Absalom</i>	Coffee House Press	April 2005	1566891 701		
Stephen Paul Miller	<i>Skinny Eighth Avenue</i>	Marsh Hawk Press	May 2005	0975919 717		

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILTY (YES/NO)
Fleming, Tuliza K.	<i>Breaking Racial Barriers African Americans in the Harmon Foundation Collection</i>	Pomegranate	1997/02/01	2076490 332		
Edited by Phil Rice	<i>Guts from the Urn: Selected Writings from Canopic Jar 1986-2004</i>	Canopic Publishing	February 2005	0972860 41X		
Thom Tamaro	<i>Holding On for Dear Life</i>	Spoon River Poetry Press,	February 2004	09 44 02 45 05		
D. Travers Scott	<i>One of These Things Is Not Like the Other</i>	Suspect Thoughts Press	May 2005	0974638 862		
Edited by Julia Darling and Cynthia Fuller	<i>The Poetry Cure</i>	Bloodaxe Books Ltd	September 2005	1852246 901		
Vitezslav Nezval	<i>Valerie and Her Week of Wonders</i>	Twisted Spoon Press	June 2005	8086264 19X		
Floyd Skloot	<i>A World Of Light</i>	University of Nebraska Press	June 2005	0803243 189		
Edited by Anita Miller	<i>What Went Wrong In Ohio: The Conyers Report on the 2004 Presidential Election</i>	Academy Chicago Publishers		0-89733- 535-x		
Gordon Taylor	<i>Fever and Thirst: Dr. Grant and the Christian Tribes of Kurdistan</i>	Academy Chicago Publishers		0-89733- 537-6		

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILITY (YES/NO)
Rhoda Bailey Warren	<i>Appalachian Mountain Girl</i>	Academy Chicago Publishers		0-89733-536-8		
E.M. Delafield	<i>The Provincial Lady in America</i>	Academy Chicago Publishers		0-89733-539-2		
Betty Goodwin	<u>CHASEN'S</u> : <i>Where Hollywood Dined -- Recipes and Memories</i>	Angel City Press	April 2005	1-883318-23-8		
edited by Paddy Calistro, Jack Lamb & Jean Penn	<u>COWBOY LOVE</u> <u>POETRY</u> : Verse <i>From the Heart of the West</i>	Angel City Press		1-883318-46-7		
Boney, F. M.; Hume, Richard L. and Zafar, Rafia, editors	<i>GOD MADE MAN, MAN MADE THE SLAVE: The Autobiography of George Teamoh</i>	Macon, GA: Mercer University Press	1990			1st ED
Harms, Robert	<i>THE DILIGENT: A Voyage Through the Worlds of the Slave Trade</i>	New York: Basic Books	2002.	0-465-028713		1st ed
Curtin, Philip D	<u>THE ATLANTIC SLAVE TRADE: A Census</u>	Madison: University of Wisconsin	1969			1st ED. First printing
Woodward, C. Vann	<i>AMERICAN COUNTERPOINT: Slavery and Racism in the North-South Dialogue</i>	Boston: Little Brown,	1971			1st ED, First printing
John McWhorter	<i>Winning the Race : Beyond the Crisis in Black America</i>	Gotham	29 December, 2005			
Elizabeth Pepin, Lewis Watts	<i>Harlem of the West: The San Francisco Fillmore Jazz Era</i>	Chronicle Books	15 December, 2005			
Maureen Elgersman Lee	<i>Black Bangor: African Americans in a Maine</i>	University of New Hampshire	20 November, 2005			

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILITY (YES/NO)
Luis A. Figueroa	<i>Community, 1880-1950 (Revisiting New England)</i> <i>Sugar, Slavery, and Freedom in Nineteenth-Century Puerto Rico</i>	The University of North Carolina Press	24 August, 2005			
Richard T. Wrigh	<i>Black Boy : A Record of Childhood and Youth</i>					
Jeffery E. Anderson	<i>Conjure In African American Society</i>	Louisiana State University Press	December, 2005			
Joy Jordan-Lake	<i>Whitewashing Uncle Tom's Cabin: Nineteenth-century Women Novelists Respond To Stowe</i>	Vanderbilt University Press	30 October, 2005			
Joe W. Trotter	<i>African-American Workers: An Urban Perspective, from the American Revolution to the Present</i>	Basic Books	21 September, 2004			
Christopher Moore	<i>Fighting for America : Black Soldiers-the Unsung Heroes of World War II</i>	Presidio Press	27 December, 2005			
Kareem Abdul-Jabbar, Anthony Walton	<i>Brothers In Arms : The Epic Story of the 761St Tank Battalion, WWII's Forgotten Heroes</i>	Broadway	04 May, 2004			
Myrlie Evers-Williams, Marable Manning	<i>The Autobiography Of Medgar Evers: A Hero's Life and Legacy Revealed Through His Writings, Letters, and Speeches</i>	Basic Civitas Books	31 May, 2005			
Nick Kotz	<i>Judgment Days : Lyndon Baines</i>	Houghton Mifflin	January 12, 2005			

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILITY (YES/NO)
	<i>Johnson, Martin Luther King, Jr., and the Laws That Changed America</i>					
Charles W. Sasser	<i>Patton's Panthers : The African-American 761st Tank Battalion In World War II</i>	Pocket	01 February, 2005			
Mary Quattlebaum, Hiroe Nakata	<i>Winter Friends</i>	Doubleday Books for Young Readers	11 October, 2005			
Luis A. Figueroa	<i>Sugar, Slavery, and Freedom in Nineteenth-Century Puerto Rico</i>	The University of North Carolina Press	24 August, 2005			
Duane Thomas	<i>More Body, More Soul: Beautiful Black Men</i>	Rizzoli	November 1, 2005	78931357X		

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES
Stanley Crouch	<i>The Artificial White Man: Essays on Authenticity</i>	Perseus Publishing	October 2004	0465015158	
Suketu Mehta, Mehta	<u>Maximum City: Bombay Lost and Found</u>			0375403728	
Ashforth, Adam	<i>Madumo, a Man Bewitched</i>	University of Chicago Press	Spring 2005	0-226-02972-7	
Chernoff, John M	<i>Exchange Is Not Robbery: More Stories of an African Bar Girl</i>	University of Chicago Press	Fall 2004	0-226-10354-4	
Stoller, Paul	<i>Gallery Bundu: A Story about an African Past</i>	University of Chicago Press	Spring 2005	0-226-77523-2	
Apter, Andrew	<i>The Pan-African Nation: Oil and the Spectacle of</i>		Spring 2005	0-226-02354-0	

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILITY (YES/NO)
Ashforth, Adam	<i>Culture in Nigeria Witchcraft, Violence, and Democracy in South Africa</i>	University of Chicago Press	Fall 2004	0-226-02973-5		
Allen, Danielle S	<i>Talking to Strangers: Anxieties of Citizenship since Brown v. Board of Education</i>	University of Chicago Press	Fall 2004	0-226-01466-5		
Andrews, Kenneth T	<i>Freedom Is a Constant Struggle: The Mississippi Civil Rights Movement and Its Legacy.</i>	University of Chicago Press	Spring 2004	0-226-02040-1		
Goldsby, Jacqueline	<i>A Spectacular Secret: Lynching in American Life and Literature</i>	University of Chicago Press	Fall 2005			
Hartfield, Ronne	<i>Another Way Home: The Tangled Roots of Race in One Chicago Family.</i>	University of Chicago Press	Fall 2004	0-226-31821-4		
Wheeler Winston Dixon	<i>Lost in the Fifties:</i>	Southern Illinois University Press	September 2005	0-8093-2654-X		
Arnetha Ball and Ted Lardner	<i>Recovering Phantom Hollywood African American Literacies Unleashed:</i>	Southern Illinois University Press	September 2005	0-8093-2660-4		
	<i>Vernacular English and the Composition Classroom</i>					
Phyl Newbeck	<i>Virginia Hasn't Always Been for Lovers:</i>	Southern Illinois University Press	August 2004	0-8093-2528-4		
	<i>Interracial Marriage Bans and the Case of</i>					

AUTHOR	TITLE	PUBLISHER /LOCATION	DATE	ISBN	NOTES	AVAILABILITY (YES/NO)
	<i>Richard and Mildred Loving</i>					
Joyce Blackwell	<i>No Peace Without Freedom:</i>	Southern Illinois University Press	July 2004	0-8093- 2564-0		
	<i>Race and the Women's International League for Peace and Freedom, 1915-1975</i>					
Charles Einstein	<i>Willie's Time: Baseball's Golden Age</i>	Southern Illinois University Press	March 2004	0-8093- 2573-X		
Michael R. Gardner	<i>Harry Truman and Civil Rights</i>	Southern Illinois University Press	September 2003			
	<i>Moral Courage and Political Risks The Rise of Roosevelt University</i>	Southern Illinois University Press	January 2005	0-8093- 2607-8		
Theodore L. Gross	<i>Presidential Reflections</i>					

SECTION 7**PRICING FORM**

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5. Other cost per items or standard cost \$ _____

EXHIBITS

Library Locations and Hours of Operations

Locations and Hours of Operation

Library Locations

Library Locations A to Z	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Auburn Avenue Research Library 101 Auburn Avenue NE, Atlanta GA 30303	10-8	10-8	10-8	10-8	12-6	12-6	2-6
Central Library & Library System Headquarters One Margaret Mitchell Square, Atlanta, GA 30303	9-9	9-9	9-9	9-9	9-6	9-6	2-6