



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**25RFP1507250B-EC**

**Shelf-Ready Books for Adults, Teens and Children  
and Lease Books for Adults**

**For  
Fulton County Library System**

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## **CONTRACT AGREEMENT**

Consultant: Ingram Library Services LLC

Contract No.: 25RFP1507250B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

Address: One Ingram Blvd  
City, State La Vergne, TN 37086

Telephone: 800-937-5300

Email: [Carolyn.morris@ingramcontent.com](mailto:Carolyn.morris@ingramcontent.com)

Contact: Carolyn Morris  
Vice President

This Agreement made and entered into effective the 1st day of January, 2026, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Ingram Library Services LLC, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

### **WITNESSETH**

WHEREAS, County through its Library department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults, hereinafter, referred to as the "**Project**".

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

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

### **ARTICLE 1. CONTRACT DOCUMENTS**

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

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

- IV. Exhibit B: Special Conditions [not applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables (not applicable);
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms
- XI. Exhibit I: Exceptions to Terms Reflected in the RFP
- XII. Consultant's Formal Proposal

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) Exhibit I; 2) the Agreement; 3) any Addenda, 4) change orders, and 5) the exhibits, including Consultant's Formal Proposal.

The Agreement was approved by the Fulton County Board of Commissioners on 12-17-2025 at Agenda Item 25-0973.

## ARTICLE 2. SEVERABILITY

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

## ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to perform Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults for Fulton County Library. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

## ARTICLE 4. SCOPE OF WORK

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

ARTICLE 5. **DELIVERABLES** (not applicable)

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

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

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

**ARTICLE 9. CONTRACT TERM**

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

**ARTICLE 10. MULTI-YEAR CONTRACT TERM**

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

**a. Commencement Term**

The “Commencement Term” of this Agreement shall begin on January 1, 2026, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31<sup>st</sup> day of December 2026. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for Two (2) one-year terms (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the Renewal Terms shall be:

| Option Period | Option Duration | Start Date | End Date   |
|---------------|-----------------|------------|------------|
| 1             | 12 months       | 01-01-2027 | 12-31-2027 |
| 2             | 12 months       | 01-01-2028 | 12-31-2028 |

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

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

**d. Same Terms**

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

**e. Statutory Compliance Regarding Purchase Contracts.**

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

**ARTICLE 11. COMPENSATION**

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

The total contract amount for the Project shall not exceed \$800,000.00 (Eight Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

**ARTICLE 11. PERSONNEL AND EQUIPMENT**

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

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

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

## ARTICLE 12. SUSPENSION OF WORK

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

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

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

## ARTICLE 13. DISPUTES

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

## ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

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

- (3) Consultant shall use commercially reasonable efforts to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination, provided that Consultant is given a reasonable amount of time consistent with section (1) above to cure such failure or deviation from the scheduled levels of effort as proposed. In the event of termination by the County under this provision, the County may exercise any remedy available under law or this Agreement.
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period.

#### ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

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

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

#### ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. **INDEPENDENT CONSULTANT**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall not be responsible for the correction or replacement of damaged Products when such damage is caused by routine wear and tear related to the circulation of the Product unless requests for corrections or replacement of such damaged Products are submitted within sixty (60) days after delivery of the Products subject to the request. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

## ARTICLE 21. REVIEW OF WORK

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

## ARTICLE 22. INDEMNIFICATION

**22.1 Professional Services Indemnification.** With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that are brought by third parties and arise or are alleged to arise out of the Consultants acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant represents that it has indemnification from Publishers/sources of Products with regard to matters arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark. To the maximum extent permitted by such indemnification, Consultant agrees to indemnify and hold harmless County for such claims as outlined above. Consultant's obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or

any actual or alleged violation of trade regulations.

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

**22.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**22.3 Defense.** Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

**22.4 Separate Counsel.**

**22.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**22.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

## ARTICLE 23. CONFIDENTIALITY

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

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

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

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

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

**ARTICLE 25. COVENANT AGAINST CONTINGENT FEES**

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

**ARTICLE 26. INSURANCE**

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

## ARTICLE 27. PROHIBITED INTEREST

### Section 27.01 Conflict of interest:

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

### Section 27.02 Interest of Public Officials:

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

## ARTICLE 28. SUBCONTRACTING

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

## ARTICLE 29. ASSIGNABILITY

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

## ARTICLE 30. ANTI-KICKBACK CLAUSE

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

## ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours, upon reasonable advance notice and no more than once per calendar year unless otherwise required by law, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

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

#### ARTICLE 32. **ACCOUNTING SYSTEM**

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

#### ARTICLE 33. **VERBAL AGREEMENT**

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

#### ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

Fulton County Library System  
Executive Director  
One Margaret Mitchell Square

Atlanta, Georgia 30303  
Telephone: 404-759-9653  
Email: [Gayle.Holloman@fultoncountyga.gov](mailto:Gayle.Holloman@fultoncountyga.gov)  
Attention: Gayle Holloman

**With a copy to:**

Department of Purchasing & Contract Compliance  
Chief Purchasing Agent  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Ingram Library Services LLC  
One Ingram Blvd La Vergne, TN 37086  
Telephone: 800-937-5300  
Email: [Carolyn.morris@ingramcontent.com](mailto:Carolyn.morris@ingramcontent.com)  
Attention: Carolyn Morris, Vice President

**ARTICLE 35. JURISDICTION**

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

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

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

**ARTICLE 37. FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods, riots, rebellions, strikes or labor disputes, pandemic, government sanction, blockage, embargo, failure of electrical service or other utilities, or catastrophic failures of public transportation. The non-performing party shall notify the other party as soon as practicable of the event preventing performance and make every reasonable attempt to minimize the delay of performance and resume performance as soon as practicable.

**ARTICLE 38. OPEN RECORDS ACT**

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

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

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

giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

#### ARTICLE 40. INVOICING AND PAYMENT

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

1. Consultant Name
2. Consultant Address
3. Consultant Federal Tax ID Number
4. Vendor Code (VSXXXXXXX)
5. Consultant Remittance Address
6. "Invoice" listed on document
7. Invoice Date
8. Invoice Number (uniquely numbered, no duplicates)
9. Purchase Order Reference Number (PO number issued by County)
10. Date(s) of Services Performed (Consistent with Contractual Terms)
11. Itemization of Services Provided/Commodity Units (Program Name/What Type of Payment (1<sup>st</sup> Half, etc.))
12. Invoice Amount
13. Counter Department Name/Address
14. Department Representative Name

**Time of Payment:** The County shall make payments to Consultant within thirty (30) days after receipt of an accurate invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Consultant Information
  - a. Consultant Name
  - b. Consultant Address
  - c. Consultant Code
  - d. Consultant Contact Information
  - e. Remittance Address
  
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
  
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

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

**County's Right to Withhold Payments:** The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

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

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

#### ARTICLE 41. TAXES

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

#### ARTICLE 42. PERMITS, LICENSES AND BONDS

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

#### ARTICLE 43. NON-APPROPRIATION

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

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

ARTICLE 44. **WAGE CLAUSE**

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

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

OWNER:

**FULTON COUNTY, GEORGIA**

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONSULTANT:

**INGRAM LIBRARY SERVICE  
LLC.**

*Carolyn Morris*

Carolyn Morris  
Vice President

ATTEST:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

*Jennifer Culler*

Office of the County Attorney

APPROVED AS TO CONTENT:

*Gayle Holloman*

Gayle Holloman, Executive Director  
Fulton County Library System

|   |  |
|---|--|
| ITEM#: _____ RCS: _____<br><b>FIRST REGULAR MEETING</b> | ITEM#: 25-0973 RM: 12/17/2025<br><b>SECOND REGULAR MEETING</b> |
|---|--|

# **ADDENDA**



Date: October 27, 2025

Project Number: 25RFP1507250B- EC

Project Title: Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

### **ADDENDUM NO. 1**

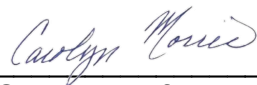
#### **Questions and Answers**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 27 day of October, 2025.

Carolyn Morris

Legal Name of Bidder/Proposer



Signature of Authorized Representative

Vice President

Title



Date: October 28, 2025

Project Number: 25RFP1507250B- EC

Project Title: Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:


**ADDENDUM NO. 2**

**Questions and Answers**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 29TH day of October, 2025.

Carolyn Morris  
Legal Name of Bidder/Proposer

  
Signature of Authorized Representative

Vice President  
Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Consultant must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The Consultant must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The Consultant shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the Consultant, Fulton County may procure the articles or services from another source.
8. 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.

9. 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).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Consultant shall provide:

Inventory of adult, young adult and juvenile fiction and non-fiction (in all Dewey ranges) large enough to supply the range of books as described below. The inventory must include sufficient in-stock quantities of both older titles and new releases. The Consultant must have a website through which the library can select and order books, including pre-publication books. The Consultant must be able to catalog and process books according to library specifications.

Ninety-nine percent (99%) of all materials shipped shall be the correct title, edition and number of copies. No substitutions shall be made without prior written authorization from the library. Consultant shall supply the latest edition of a title unless an earlier edition is specified. Binding shall be of the quality commercially sold by the publisher for specific use by public libraries.

The library expects a fill-rate that meets or exceeds 90% of all items ordered.

Consultant must provide an online electronic ordering system that interfaces with Symphony Acquisitions System at no charge to the Library. Also, provide electronic invoicing via SirsiDynix modules and invoices which include for each title the number of copies, title, author, publisher, unit list price, rate of discount, net unit price and extended net amount, cataloging and processing charge, if any.

The Library must receive the permanent copies and the lease copies in shelf-ready condition – cataloged and processed according to Library specifications, including a special label on the jacket and spine for leased books to indicate they are part of the leased collection.

Permanent copies of books are purchased in all subject areas and reading levels. The library purchases fiction and non-fiction for adults. That includes popular fiction and non-fiction but also titles from small, specialty or academic presses, reprints of classic titles, prepublication titles from popular authors, trade paperbacks, mass market paperbacks, and reference titles. The library seeks titles across the entire Dewey range of non-fiction. In adult fiction, the library collects popular fiction, local authors, the major genres, large print, urban fiction and African-American fiction. The library seeks to lease multiple copies of adult titles that are considered high demand and predicted to be bestsellers. This includes hardback and paperback titles, pre-publication titles, and older titles experience high demand due to current events, such as a film adaptation or celebrity book club pick.

The contracted Consultant will schedule monthly phone calls between key Library Collection Development staff and Consultant representatives to go over questions, modifications in technical specifications, changes in procedures, and product enhancements.

The contracted Consultant will have data analytic tools that allow a third party integration component to aid in collection analysis and selection.

- a. The Library has a Central Library, 32 branches and two bookmobiles.
- b. Ordering and Selecting permanent collection books will be as follows:
  - i. The Library must be able to use the Consultant's website to select books.
  - ii. The Consultant's website must feature a database of books that is searchable by author, title, subject, format, date of publication, publisher, ISBN, price, print run etc. or any combination of those search terms. The entry in the database for each title should include access to reviews of the titles, basic bibliographic information, and relevant information like the size of the book's print run, any special media tie-ins etc.
  - iii. The website must provide access to selection tools, such as lists of forthcoming high demand prepublication print titles, lists of honored or recommended books etc.
  - iv. The website must show the real-time inventory of these books – the number on order or in stock. In-stock inventory must include hardcover, trade and mass market paperback, easy, picture and board books, series paperbacks, reference, fiction and non-fiction in all Dewey ranges in sufficient quantities to supply even multiple copies of each title. The inventory must cover product from the entire spectrum of publishers, including trade, academic and small presses and specialty publishers.
  - v. The website must also provide a duplicate check function and the ability to download orders to a spreadsheet as well as print them.
  - vi. The Consultant must be able to provide on a regular basis selection lists or carts that are customized to the library's specifications or profile. Titles that appear on one selection list may not appear on any other selection list over the course of the year. The lists must be age-specific, with no overlap between juvenile and teen/young adult. FCLS defines Juvenile as pre-school through age 12 and Young Adult as ages 13-19.
  - vii. The Consultant must be able to create multiple log-ons and passwords for up to 125 selectors, as well as for the account administrator. All orders from selectors will be sent to the Consultant from the account administrator.
  - viii. Carts and lists must support centralized selection, i.e. permitting orders for multiple agencies for each title simultaneously, as well as permitting selectors to indicate whether this is to be processed as adult, juvenile, YA, reference, easy, or picture.
  - ix. The library must be able to place orders in Symphony through EDI, which generates a Purchase Order number and transmits the order to the Consultant.
  - x. The library requires a separate account that's different from permanent collection books.
  - xi. The library currently uses the following accounts for ordering

permanent collection books:

1. Processed (separate accounts for adult, juvenile & YA processed)
  2. Product only (separate accounts for adult, juvenile & YA product only)
  3. Various others, reflecting different library fund accounts for special projects. The Consultant must be able to create separate fund accounts for these and all of the above.
- xii. The Consultant must provide weekly reports showing, by branch, items ordered, shipped, back ordered and not yet published. There must be a separate weekly list of cancellations and reason for cancellation, by branch.
- xiii. The Consultant must provide a project manager who will work closely with FCLS Collection Management staff. A resume of the project manager should be included in the Consultant's proposal. The project manager must:
1. Have the authority to implement any changes to cataloging or processing specifications as requested by the library
  2. Respond to calls and emails within 24 hours
  3. Arrange regular conference calls or meetings to take feedback from Collection Management staff
- c. Materials will be shipped as follows:
- i. Shelf ready permanent collection books will be drop shipped to individual branches. Shipments to branches will occur on weekdays during hours that the branch is open. All deliveries to the Central Library are to an inside loading dock, and will be accepted only Monday through Friday between 8:30-4:30 EST. There may be no deliveries to any agency on holidays or weekends.
  - ii. Lease books will be shipped to the Central Library in shelf-ready condition.
  - iii. Rush shipments must be shipped by UPS or other delivery service to meet the required turnaround time. Delivery of rush shipments must also be during the hours described above.
  - iv. All shipments will include a packing slip listing author, title, number of copies and ISBN of each title included, as well as "ship to" and "bill to" addresses, and the invoice and the purchase order numbers. The packing slip must also show the discount for each title. Any box in a shipment containing a packing slip must be clearly marked, "Packing Slip Included".
  - v. The Library will return all damaged books to the Consultant. The Consultant must replace the item free of charge or issue credits that can be used for future selections. The Consultant must arrange prepaid shipping for return of any damaged books.
- d. Invoices will be remitted in compliance with the following:

- i. Invoices for lease materials will be generated at the start of the contract for credits to be used throughout the year to purchase lease books.
- ii. Invoices for permanent collection books will be emailed on a weekly basis to [collection.development@fultoncountyga.gov](mailto:collection.development@fultoncountyga.gov), an Excel spreadsheet.
- iii. The Excel spreadsheet will include a Summary Worksheet of totals for quantities received, book, and processing costs listed separately.
- iv. The Excel spreadsheet will include a Detailed Worksheet by locations listing individual purchase orders by quantities received, book and processing cost listed separately.
- v. Invoices shall be on company letterhead with company name and address and include the following:
  1. The "Ship To" name and address
  2. The "Bill To" name and address
  3. The "Remit To" address for payment
  4. The purchase order number
  5. Reference to packing slip/shipment number The invoice number and date
  6. Author/title, ISBN, binding, list cost of book, number of copies
  7. Total list cost for all copies
  8. Discount (percentage)
  9. Total net cost for all copies
  10. Shelf-ready cost on invoice where it pertains
  11. Separate line items for each handling charge that pertains (e.g. Rush)

### **Processing and Cataloging – Shelf Ready Permanent Collection Books**

FCLS reserves the right to make amendments to any part of the specifications listed in this bid, as the need arises, based on changes in technology, software, MARC format, AACR2, OCLC, Dewey Decimal Classifications, ILS, or the method by which FCLS ILS catalogs/processes materials. The Consultant will be notified in writing via email of these changes and must agree to adjust their specs accordingly, within five (5) business days. Once the changes have been made, the Consultant must send the updated copy, via email, to the FCLS project administrator (to be identified) for a signature as confirmation that the requested amendments were made and that they will be implemented upon receipt of said signature.

Consultant must be able to provide MARC catalog records with appended holdings fields that can be loaded, indexed and retrieved by FCLS, which is currently SIRSI Symphony, 3.5.3.1. Consultant must have exported and loaded bibliographic records, with appended 949 holdings creation fields, to be considered for selection.

**The Consultant must be able to deliver books fully cataloged and processed according to the following specifications.**

1. Consultant must provide the processing supplies needed for the shelf-ready services being provided, including the following:

- a. Labels (spine and pocket)
- b. RFID tags: The Library's branches will use RFID technology. Therefore the Consultant for this book contract must plan to give each book both a barcode (described below) and an RFID tag. RFID tags shall be:
  - 2"x 2" or 1.9"x 3.2" based upon process material.
  - 1024 bit memory
  - Compatible with an air interface device based on ISO/IEC 18000 standards.
  - Shall be compatible with a 13.56 MHz system.
  - Tag shall be capable of ISO/IEC 15963 data protocol.
- c. OCR/Barcode Labels – Barcode labels must conform to existing FCLS standards for size, readability and composition:
  - Custom photocomposed OCR/barcode labels.
  - Size: Minimum of ¾ inch high by 2 inch wide
  - Minimum of 1/8 inch between barcode and OCR
  - Library name printed on top center of label:  
Fulton County Library System
  - Adhesive: 2 mil permanent adhesive
  - Laminate: 1 mil matte polyester
  - OCR number height: 1/8 inch
  - OCR Symbology: OCR/A; check digit: modulus 10 (CK05)
  - Barcode symbology: Code 39
  - Density; standard
  - Number of digits: One character "R" followed by ten random digits (0-9) with one space between 5th and 6th digits.
  - Not to exceed 2% missing
  - Starting and ending numbers: **(Will be provided by FCLS).**
  - Barcode/OCR labels must interface successfully with the SIRSI ILS
  - OCRs must be readable by Opto-Wand dual port OCR wand, model 1001.
  - Barcodes must be readable by Intermec 9510 scanner & Intermec 9430 Trakker handheld scanner

**NOTE: Consultant must send approval sample sheet to FCLS project administrator for testing and approval of the OCR labels before production.**  
Labels cannot be foil-backed, since foil-backed labels may interfere with RFID tags.

- d. Book Jackets
- e. Cover-ups
- f. Book Pockets
- g. Property and agency stamps

2. Consultant will be required to provide these shelf ready services:

- a. Correct stamp and label is used and placed in the correct locations on the book
- b. Call number label is correct (reflects exactly the call number as it appears in the 099 and 949 bibliographic record fields) and formatted properly.
- c. Call number label is legible and centered on the spine so that it may be read when the books are shelved.
- d. OCR barcode label is affixed in the proper location on the book and matches the OCR in the corresponding 949 holdings record creation field
- e. RFID tag is applied to the inside of the back cover
- f. Mylar book jacket is affixed evenly and neatly
- g. Book pockets are affixed in the proper position on the book

3. Consultant must provide new catalog records, either through the editing of existing records in Consultant's bibliographic database or through the creation of original catalog records:

- a. New catalog records must conform to AACR2, most current edition, and USMARC standards, and must reflect any formally adopted changes to these standards throughout the life of the contract.
- b. All name and subject headings must reflect the latest version appearing in the online Library of Congress name and subject headings authority files, with RDA implementation.
- c. Call numbers must be assigned in the 099 MARC field, according to the **Dewey Decimal Classification Scheme, current edition**, (and any subsequent published updates).
- d. Consultant must subscribe, or have access through a bibliographic utility, to LC MARC catalog records.
- e. Fixed Fields must be established and edited according to the most current edition of the OCLC Bibliographic Formats and Standards documents.
- f. Consultants will use the following fields:
  - i. 010
  - ii. 020
  - iii. 022
  - iv. 028
  - v. 035 – Local System # (OCoLC)
  - vi. 049 – Use **GAPA**. Consultant must add this field to all formats of new materials cataloged for FCLS
  - vii. 099 – Call number. For LC MARC records change the 082 field to 099 (see next section: *Classification*)
  - viii. 1XX

- ix. 245 – A General Material Designator (GMD) must be added for all large print books. The GMD is subfield \$h. A statement of Responsibility appears in \$c
- x. 246
- xi. 300
- xii. 505 – Retain for juvenile books. Delete for young adult books.
- xiii. 520 – Retain for juvenile books. Delete for young adult books.
- xiv. 600, 650, 651, 655 – All large print books must have the subject heading 650 0 Large type books
- xv. 690 - Add local subject heading Young Adult material to Young Adult Materials.
- xvi. 7XX
- xvii. 949 Consultant must create 949 holdings record creation fields. The 949 fields include:
  - \$a call number
  - \$v volume or year
  - \$i item barcode
  - \$m library – BRANCH
  - \$l home location – ADULT or GEN\_COLL (for Central); JUVENILE or CEN\_TEEN (for Central) or YOUNG\_ADLT.
  - \$t item type – BOOK or BK\_CAT\_PBK or LARGE\_PRNT; JUV\_BOOK or J\_CAT\_PBK (juvenile); BOOK or BK\_CAT\_PBK (young adult).
  - \$x item cat 1 – FICTION, NONFICTION, LARGE PRINT or BIOGRAPHY.
  - \$z item cat 2 - ADULT, JUVENILE, or YOUNG\_ADLT.

#### 4. Classification:

- a. Materials should be cataloged using the latest edition of the **Dewey Decimal Classification Scheme**. Dewey numbers should not exceed 4-6 numbers after the decimal point, with not more than 4 numbers preferred and no breaks within prime.
- b. Call numbers are entered in the 099 tag.
- c. FCLS cutter consists of author's full last name, or the first significant word of title main entry. Cutters for biography and criticism consist of the last name of the person being critiqued. All letters should be uppercase. Juvenile and YA books use the prefixes \$aY for young adult and \$aJ for juvenile books.
- d. Large Print -When cataloging large print materials, LP should always be entered in the 099 field preceding the call number.
- e. Biographies - FCLS uses "B" for all individual biographies and use the biographer's full last name as the cutter. Here are the exceptions:
  - i. 700's - If the book in hand offers a choice between the Dewey number and B, choose the Dewey number if the individual's biography is stressed or career and biography receive equal emphasis; otherwise, choose B and biographer's last name.

- ii. 700's Artists, Painters, Sculptors - If the record offers a choice of a Dewey number or B, choose the 700 Dewey number and the last name of the artist, not the author.
  - iii. Collective Biographies - Use the Dewey number for adult/young adult books. Use J920 for Juvenile collective biographies.
  - iv. Individual, juvenile and young adult biographies are classed \$a J for juvenile, \$a Y for young adult with a \$a cutter using the full surname of the subject.
- f. Bibliographies, Filmographies, Discographies – Use the Dewey subject number, and add 016 to the end of call number. If the number exceeds the sixth position, carry the call number to the decimal or the first prime. If it is of a specific individual or group, enter the Dewey number and cutter for the last name of the individual or the name of the group.
- g. Criticism of an artist or literary author – Use the Dewey subject number and cutter for the author/artist.
- h. Collections of Short Stories – If by the same author should be classed as FICTION. If by more than one author should be classed in the Dewey numbers assigned for short stories, including those displaying a specific type, subject or scope. Cutter for the first significant word of the title main entry.
- i. Travel Books – Cutter by the series name and year, not by the location. For example, A New England Eyewitness book should be 917.4 EYEWITNESS 2010 not 917.4 NEW 2010. Use the Dewey subject number for the location for all travel books including the following:
- i. Bed and breakfast guides (instead of 647)
  - ii. Site-specific guides to hiking, canoeing, etc. (instead of 700s)
  - iii. Amusement park guidebooks (Walt Disney World, instead of 791)
  - iv. Guidebooks for specific national parks (e.g. Yellowstone)
  - v. Site-specific cruise guides (e.g. to the Caribbean)
- j. Juvenile and Young Adult State and Country Books - All country and state books are placed in the history section for that country.
- k. Juvenile Native Americans Books – Books with general information topics about Native American tribes are placed in 970.1. Books on specific Native American Tribes are placed in 970.4.
- l. Juvenile Picture Books – Classed with a \$a PICTURE, with a \$a cutter of the author's surname.
- m. Juvenile Easy Books – Classed with a \$a EASY, with a \$a cutter of the author's surname.

**Processing and Cataloging – High Demand/Bestselling Books for Adults (Lease Books)**

FCLS reserves the right to make amendments to any part of the specifications listed in this bid, as the need arises, based on changes in technology, software, MARC format, AACR2, OCLC, Dewey Decimal Classifications, ILS, or the method by which FCLS

catalogs/processes materials. The Consultant will be notified in writing via email of these changes and must agree to adjust their specs accordingly, within five (5) business days. Once the changes have been made, the Consultant must send the updated copy, via email, to the FCLS project administrator (to be identified) for a signature as confirmation that the requested amendments were made and that they will be implemented upon receipt of said signature.

Consultant must be able to provide MARC catalog records with appended holdings fields that can be loaded, indexed and retrieved by FCLS ILS, which is currently SIRSI Symphony, 3.5.3.1. Consultant must have exported and loaded bibliographic records, with appended 949 holdings creation fields, to be considered for selection.

The Consultant must be able to deliver books fully cataloged and processed according to the following specifications.

1. Consultant must provide the processing supplies needed for the lease service being provided, including the following:
  - a. A colored label for the front and spine of the book, indicating that it is part of the FLOATING collection.
  - b. Labels (spine and pocket)
  - c. RFID tags: The Library's branches will use RFID technology. Therefore the Consultant for this lease book contract must plan to give each book both a barcode (described below) and an RFID tag. RFID tags shall be:
    - 2"x 2" or 1.9"x 3.2" based upon process material.
    - 1024 bit memory
    - Compatible with an air interface device based on ISO/IEC 18000 standards.
    - Shall be compatible with a 13.56 MHz system.
    - Tag shall be capable of ISO/IEC 15963 data protocol.
  - d. OCR/Barcode Labels – Barcode labels must conform to existing FCLS standards for size, readability and composition:
    - Custom photocomposed OCR/barcode labels.
    - Size: Minimum of ¾ inch high by 2 inch wide
    - Minimum of 1/8 inch between barcode and OCR
    - Library name printed on top center of label:  
Fulton County Library System
    - Adhesive: 2 mil permanent adhesive
    - Laminate: 1 mil matte polyester
    - OCR number height: 1/8 inch
    - OCR Symbology: OCR/A; check digit: modulus 10 (CK05)
    - Barcode symbology: Code 39
    - Density; standard
    - Number of digits: One character "R" followed by ten random digits (0-9) with one space between 5th and 6th digits.

- Not to exceed 2% missing
- Starting and ending numbers: **(Will be provided by FCLS).**
- Barcode/OCR labels must interface successfully with the SIRSI ILS
- OCRs must be readable by Opto-Wand dual port OCR wand, model 1001.
- Barcodes must be readable by Intermec 9510 scanner & Intermec 9430 Trakker handheld scanner

**NOTE: Consultant must send approval sample sheet to FCLS project administrator for testing and approval of the OCR labels before production.** Labels cannot be foil-backed, since foil-backed labels may interfere with RFID tags.

- e. Book Jackets
- f. Cover-ups
- g. Book Pockets

2. Consultant will be required to provide these lease services:

- a. Correct labels are used and placed in the correct locations on the book
- b. Call number label is correct (reflects exactly the call number as it appears in the 099 and 949 bibliographic record fields) and formatted properly. This label must also include year of publication.
- c. Call number label is legible and centered on the spine so that it may be read when the books are shelved.
- d. OCR barcode label is affixed in the proper location on the book and matches the OCR in the corresponding 949 holdings record creation field
- e. RFID tag is applied to the inside of the back cover
- f. Mylar book jacket is affixed evenly and neatly
- g. Book pockets are affixed in the proper position on the book

3. Consultant must provide new catalog records, either through the editing of existing records in Consultant's bibliographic database or through the creation of original catalog records:

- a. New catalog records must conform to AACR2, most current edition, and USMARC standards, and must reflect any formally adopted changes to these standards throughout the life of the contract.
- b. All name and subject headings must reflect the latest version appearing in the online Library of Congress name and subject headings authority files, with RDA implementation.
- c. Call numbers must be assigned in the 099 MARC field, according to the **Dewey Decimal Classification Scheme, current edition**, (and any subsequent published updates)
- d. Consultant must subscribe, or have access through a bibliographic utility, to LC MARC catalog records.

- e. Fixed Fields must be established and edited according to the most current edition of the OCLC Bibliographic Formats and Standards documents.
- f. Consultants will use the following fields:
  - i. 010
  - ii. 020
  - iii. 022
  - iv. 028
  - v. 035 – Local System # (OCoLC)
  - vi. 049 – Use **GAPA**. Consultant must add this field to all formats of new materials cataloged for FCLS
  - vii. 099 – Call number. For LC MARC records change the 082 field to 099 (see next section: *Classification*)
  - viii. 1XX
  - ix. 245 – A General Material Designator (GMD) must be added for all large print books. The GMD is subfield \$h. A statement of Responsibility appears in \$c
  - x. 246
  - xi. 300
  - xii. 600, 650, 651, 655 – All large print books must have the subject heading 650 0 Large type books
  - xiii. 690
  - xiv. 7XX
  - xv. 949 Consultant must create 949 holdings record creation fields. The 949 fields include:
    - \$a call number
    - \$v volume or year
    - \$i item barcode
    - \$m library – CENTRAL
    - \$l home location – FLOAT
    - \$t item type – FLOAT
    - \$x item cat 1 – FICTION, NONFICTION, LARGE PRINT or BIOGRAPHY
    - \$z item cat 2 – ADULT
    - \$0 (subfield zero) item cat 3 – LEASE

#### 4. Classification:

- a. Materials should be cataloged using the latest edition of the **Dewey Decimal Classification Scheme**. Dewey numbers should not exceed 4-6 numbers after the decimal point, with not more than 4 numbers preferred and no breaks within prime.
- b. Call numbers are entered in the 099 tag.
- c. FLO always precedes the call number for lease plan books. Do not place FLO in the 099 tag.
- d. FCLS cutter consists of author's full last name, or the first significant word of title main entry. Cutters for biography and criticism consist of the last name of the person being critiqued. All letters should be uppercase.

- e. Large Print -When cataloging large print materials, LP should always be entered in the 099 field preceding the call number.
- f. Biographies - FCLS uses "B" for all individual biographies and use the biographer's full last name as the cutter. Here are the exceptions:
  - v. 700's - If the book in hand offers a choice between the Dewey number and B, choose the Dewey number if the individual's biography is stressed or career and biography receive equal emphasis; otherwise, choose B and biographer's last name.
  - vi. 700's Artists, Painters, Sculptors - If the record offers a choice of a Dewey number or B, choose the 700 Dewey number and the last name of the artist, not the author.
  - vii. Collective Biographies - Use the Dewey number.
- g. Bibliographies, Filmographies, Discographies – Use the Dewey subject number, and add 016 to the end of call number. If the number exceeds the sixth position, carry the call number to the decimal or the first prime. If it is of a specific individual or group, enter the Dewey number and cutter for the last name of the individual or the name of the group.
- h. Criticism of an artist or literary author – Use the Dewey subject number and cutter for the author/artist.
- i. Collections of Short Stories – If by the same author should be classed as FICTION. If by more than one author should be classed in the Dewey numbers assigned for short stories, including those displaying a specific type, subject or scope. Cutter for the first significant word of the title main entry.

### **SIRSI System Loader**

The Library's Integrated Library System loader must be able to use the Consultant's incoming data to add or overlay records in existing FCLS database. Incoming data from the Consultant must supply correctly encoded data in the MARC record leader. **The following fields are considered as the matching mechanism and must be accurate and consistent:**

- ISBN (020 tag)
- ISBN/ISSN number
- LCCN number
- Consultant's own assigned ID number (001 tag)

1. MARC catalog records provided by the Consultant will fall into two categories:

#### **a. Added copy records**

Consultant searches the FCLS database and determines that the book in hand exactly matches an existing record in the FCLS database. Consultant must supply the nearest equivalent record in Consultant's bibliographic database with the **exact 020 tag** with new holdings record(s) appended in 949 tag(s). The Consultant's bibliographic record must be replaced by (or merged with) the existing FCLS record by the System loader.

- i. Consultant must match on the alphabetic prefix as well as the numeric portion of the 001 tag --Consultant identification number. Current 001 alphabetic prefixes in use are: EXAMPLE: 001: OCM135131, BRD00277843, bl2345678000
- ii. Loader must also match on the ISBN (020) and LCCN (010) fields. The Consultant must indicate any additional fields supported for record matching through the Consultant's system bibliographic loader.

b. New catalog records

Consultant must provide new catalog records, either through the editing of existing records in the Consultant's bibliographic database or through the creation of original catalog records.

- i. New catalog records must conform to AACR2, latest edition, Rev. and US MARC standards and must reflect any formally adopted changes to these standards throughout the life of the contract.
- ii. All name and subject headings must reflect the latest authoritative version appearing in the online Library of Congress name and subject authority files, with RDA implementation.
- iii. Call numbers must be assigned, in the 099 MARC field, according to the Dewey Decimal Classification Scheme (and any subsequent published updates).
- iv. Consultant must subscribe, or have access through a bibliographic utility, to LC MARC catalog records.
- v. New catalog records must conform fully to the requirements for cataloging.
- vi. Consultant will be required to maintain an error rate of 1% or less for bibliographic records for the following fields:
  - 1) 010
  - 2) 020
  - 3) 022
  - 4) 028
  - 5) 099
  - 6) 049
  - 7) 1XX
  - 8) 245
  - 9) 246
  - 10)300
  - 11)600, 650, 651, 655, 690
  - 12)7XX
  - 13)949

2. Viewing FCLS database for added copy status:

- a. Consultant must be able to view the existing FCLS bibliographic database so that the book-in-hand can be matched against the FCLS bibliographic database. Books that exactly match an existing record will be treated as added copy books.
- b. Consultant must be able to access the FCLS database for read-only access using the Internet.
- c. Consultant will match book-in-hand against the FCLS bibliographic database, and insert the exact 001 tag, as it appears in the FCLS record, in the Consultant's bibliographic record, to insure record overlay by the bibliographic loader.

### 3. Downloading records to FCLS

- a. Consultant must be able to connect to the FCLS database at the time of the contract to deliver MARC records to FCLS via FTP or internet.
- b. Data should arrive at FCLS preferably daily but at least twice a week, and must arrive at FCLS not less than 24 hours prior to receipt by FCLS of the items ordered.
- c. Consultant must provide with each data shipment a report counting the number of bibliographic records and the total number of holdings records, by agency, included in the shipment. Purchase order number(s) or other links to the book order(s) must reference this report
- d. Each data shipment must provide all bibliographic and holdings creation fields for a complete order shipment so that books are not received for which there are no records, and records are not received for which there are no corresponding books.

### 4. Holdings Records

- a. Consultant must create 949 holdings record creation fields using the correct formats and codes for branch, location, call number, item type, item category 1, etc. Consultant must explain how Consultant's system will maintain and validate FCLS 949 codes, including the FCLS barcode
- b. Consultant must transmit new titles added to the FCLS database to OCLC for loading into the OCLC system to set FCLS' holdings symbol (GAP)
- c. Consultant will be required to maintain an error rate of 2% or less for item records in the following areas:
  - i. branch, location, item type: correctly spelled and formatted code used;
  - ii. branch, location, item type: represents the correct book medium;
  - iii. call number, volume/part: correctly formatted;
  - iv. call number, volume/part: reflects book-in-hand and relevant information in bibliographic 099 field

## **EXHIBIT D**

### **PROJECT DELIVERABLES**

**There are no deliverables identified for  
this project**

# **EXHIBIT E**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$800,000.00. The detailed costs are provided below:

**COST PROPOSAL FORM**

| A                                      | B                  | C             | D              | E                           | F                   |
|--|--------------------|---------------|----------------|-----------------------------|---------------------|
| Category                               | % Discount Offered | Average Price | Discount Price | Estimated Purchase Quantity | Total               |
| Adult trade hardcover fiction * **     | 42.7%              | \$28.00       | \$16.04        | 12,000                      | \$192,480.00        |
| Adult trade hardcover non-fiction * ** | 42.7%              | \$26.00       | \$14.90        | 7,000                       | \$104,300.00        |
| Adult trade paperback fiction * **     | 40.0%              | \$15.00       | \$9.00         | 1,500                       | \$13,500.00         |
| Adult trade paperback non-fiction * ** | 40.0%              | \$15.00       | \$9.00         | 500                         | \$4,500.00          |
| Adult mass market paperbacks * **      | 40.0%              | \$8.00        | \$4.80         | 500                         | \$2,400.00          |
| YA trade hardcover * **                | 42.7%              | \$18.00       | \$10.31        | 2,000                       | \$20,620.00         |
| YA trade paperback * **                | 40.0%              | \$14.00       | \$8.40         | 100                         | \$840.00            |
| Juvenile hardcover * **                | 42.7%              | \$19.00       | \$10.89        | 17,000                      | \$185,130.00        |
| Juvenile trade paperback * **          | 40.0%              | \$10.00       | \$6.00         | 3,000                       | \$18,000.00         |
| Juvenile mass market paperback * **    | 40.0%              | \$7.00        | \$4.20         | 500                         | \$2,100.00          |
| <b>TOTAL COST OF BOOKS</b>             |                    |               |                | <b>44,100</b>               | <b>\$543,870.00</b> |

**TOTAL COST OF MATERIALS:** \$ 543,870.00

\*Trade Hardcover, Quality Paperbacks, and Mass Market Paperbacks titles ordered at a cover price of \$14.99 or less receive a 25.0% discount.

\*\* Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

**PRICING OF SERVICES**

A. Charge for monthly new release/prepub lists (one list for each format in J, YA and adult: total of 9 monthly lists x 18 months)

\$0.00

B. Charge for EDI or 9xx ordering:

\$0.00

Cataloging costs

Per record charge for copy cataloging:

We offer bundle pricing only. Please see Processing Costs below for bundle pricing we offer FCLS.

**C. Total charges for copy cataloging of 42,100 items**

We offer bundle pricing only. Please see Processing Costs below for bundle pricing we offer FCLS.

Per record charge for original cataloging:

We offer bundle pricing only. Please see Processing Costs below for bundle pricing we offer FCLS.

**D. Total charges for original cataloging of 2,000 items:**

We offer bundle pricing only. Please see Processing Costs below for bundle pricing we offer FCLS.

Processing costs

Per unit charge for physical processing:

\$4.52/unit (iComplete-C. Includes laminate) OR  
\$3.80/unit (iComplete- D. Excludes laminate)

**E. Total charges for physical processing of 44,100 items**

\$199,332.00 (with laminate) OR  
\$167,580.00 (without laminate)

Additional costs (please describe):

Based on FCLS's specifications, we will charge an annual cataloging fee of \$5,000.00

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**TOTAL COST OF SERVICES (total of A,B,C,D,E, & any Additional Costs listed above):**

\$204,332.00 (with laminate) OR  
\$172,580.00 (without laminate)

**TOTAL COST OF PROJECT (Materials + Services):**

**\$ 748,202.00 (with laminate) OR  
716,450.00 (without laminate)**

# **EXHIBIT F**

## **PURCHASING FORMS**



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

|                                       |  |
|---------------------------------------|--|
| <b>Contractor's Name:</b>             | Ingram Library Services LLC  |
| <b>Project No. and Project Title:</b> | 25RFP1507250B- EC - Shelf-Ready Books for Adults, Teens and Children and Lease Books |

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

11815  
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

April 22, 2019  
Date of Authorization

Carolyn Morris  
Authorized Officer or Agent  
(Name of Contractor)

**I hereby declare under penalty of perjury that the foregoing is true and correct**

Carolyn Morris  
Printed Name (of Authorized Officer or Agent of Contractor)

Vice President  
Title (of Authorized Officer or Agent of Contractor)

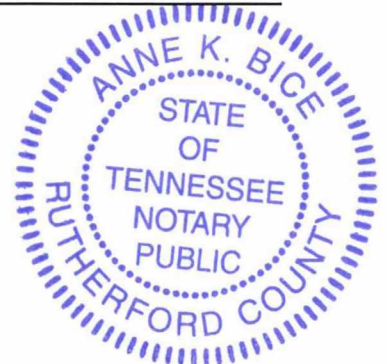
*Carolyn Morris*  
Signature (of Authorized Officer or Agent)

October 29, 2025  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
29th DAY OF October, 2025

Anne K. Bice  
Notary Public

[NOTARY SEAL]



My Commission Expires: 5-16-2027

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

|                                       |  |
|---------------------------------------|--|
| <b>Contractor's Name:</b>             | Ingram Library Services LLC  |
| <b>Project No. and Project Title:</b> | 25RFP1507250B- EC - Shelf-Ready Books for Adults, Teens and Children and Lease Books |

**SUBCONTRACTOR AFFIDAVIT** **N/A as Ingram Library Services does not employ subcontractors.**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Authorized Officer of Agent  
(Name of Subcontractor)

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20 **25**

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

[NOTARY SEAL]

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

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Chairman: John R. Ingram  
Chief Executive Officer: Shawn D. Morin  
President: Philip C. Ollila  
Vice President: ILS Carolyn Morris  
Secretary :Eleanor G. McDonald  
Treasurer: LeEllen N. Phillips  
Assistant Treasurer: Stephanie L. Chapel  
Assistant Secretary: J. Daniel Curran  
Assistant Secretary: Lloyd E. Grogan

Ingram Library Services is private company, 100% owned by Ingram Industries.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Ingram Library Services has continued to grow in the past 5 years. We have added a number of Collection Development Services, including our award-winning diversity audit, iCurate inClusive, and standing order programs focused on titles from Spanish-language and academic publishers. We will also, in early 2026, introduce a new system that will enable us to expand our cataloging and processing services. In addition, we continue to make improvements to our online ordering and collection development tool, ipage. We also have expanded our Green initiatives including our recycling efforts.

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

No employee, agent, or representative of Ingram Library Services LLC who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

**LITIGATION DISCLOSURE:**

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;  
Circle One: YES  NO
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice, and  
Circle One: YES  NO
  - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.  
Circle One: YES  NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?  
Circle One: YES  NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?  
Circle One: YES  NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?  
Circle One: YES  NO
5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 28 day of October, 2025

Carolyn Morris 10/28/2025

(Legal Name of Proponent) (Date)

*Carolyn Morris*

10/28/2025

(Signature of Authorized Representative) (Date)

Vice President

(Title)

**Sworn to and subscribed before me,**

This 28th day of October, 2025

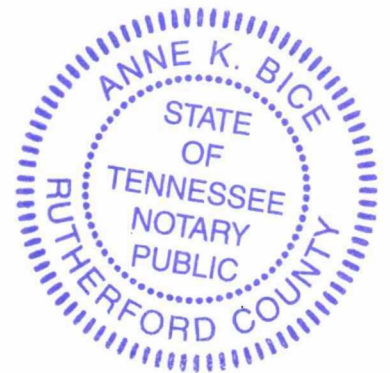
*Anne K. Bice*

(Notary Public)

(Seal)

Commission Expires 5-16-2027

(Date)



**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION** N/A to Ingram Library Services LLC

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

Contractor's Name: Ingram Library Services LLC

Performing work as: Prime Contractor  Subcontractor/Sub-Consultant

Professional License Type:

Professional License Number:

Expiration Date of License:

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

Signed:

Date:

**(ATTACH COPY OF LICENSE)**

**STATE OF GEORGIA** **As Ingram Library Services LLC does not have a fixed, physical place of**  
**COUNTY OF FULTON** **business in Fulton County, Local Preference does not apply to Ingram.**

**FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror \_\_\_\_\_ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

\_\_\_\_\_  
(BUSINESS NAME)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20<sup>25</sup>\_\_\_\_\_

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

Commission Expires: 10/28/2025  
\_\_\_\_\_  
(Date)

STATE OF GEORGIA  
COUNTY OF FULTON

As Ingram Library Services is not 51% owned/controlled by one or more individuals who are disabled as a result of military service, Disabled Veteran Preference is inapplicable to Ingram.

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror \_\_\_\_\_ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

\_\_\_\_\_  
(BUSINESS NAME)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

**Sworn to and subscribed before me,**

This October day of \_\_\_\_\_, 2025

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

Commission Expires: 10/28/2025  
\_\_\_\_\_  
(Date)

# **EXHIBIT G**

## **OFFICE OF CONTRACT COMPLIANCE FORMS**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We ( \_\_\_\_\_ ),

Name **Carolyn Morris**

**Vice President**

Title **Vice President**

Company Name **Ingram Library Services**

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) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) 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) 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) 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) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

**NAME:** **Carolyn Morris**

**TITLE:** **Vice President**

**SIGNATURE:** 

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit the form that lists all subcontractors/suppliers who will be utilized under the scope of work/services prior to contract execution.

**Prime Bidder/Proposer Company Name:** [Ingram Library Services LLC](#)

**ITB/RFP Name & Number:** [25RFP1507250B- EC, Shelf Ready Books and Lease Books](#)

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT**  **is**  a minority or female owned and controlled business enterprise.  **African American (AABE)**;  **Asian American (ABE)**;  **Hispanic American (HBE)**;  **Native American (NABE)**;  **White Female American (WFBE)**;  **Small Business (SBE)**;  **Service Disable Veteran (SDVBE)**  **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**  
 Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Joint Venture Prime Contractor:

\$ **0.00** OR **0.00** %

2. This information below must be completed and submitted with the bid/proposal when a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement as outlined on page 3 Section 6.

JV Partner(s) information:

| <u>Business Name</u>      |  | <u>Business Name</u>      |  |
|---------------------------|--|---------------------------|--|
| (a.)                      |  | (b.)                      |  |
| <b>% of JV</b>            |  | <b>% of JV</b>            |  |
| <b>Ethnicity</b>          |  | <b>Ethnicity</b>          |  |
| <b>Gender</b>             |  | <b>Gender</b>             |  |
| <b>Certified (Y or N)</b> |  | <b>Certified (Y or N)</b> |  |
| <b>Agency</b>             |  | <b>Agency</b>             |  |
| <b>Date Certified</b>     |  | <b>Date Certified</b>     |  |

3. Lists all subcontractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

|   |
|---|
| <b>Total Dollar Value of Certified Subcontractors: (\$)</b> |
|---|

|  |
|--|
| <b>Total Percentage of Certified Subcontractors: (%)</b> |
|--|

**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 Form 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, 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.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and has verified its intention to participate.

**Signature:** 

**Title:** Vice President

**Business or Corporate Name:** Ingram Library Services LLC

**Address:** One Ingram Blvd., LaVergne, TN 37086

**Telephone:** (615)793-5000

**Fax Number:** (615) 213-6004

**Email Address:** [ilsbids@ingramcontent.com](mailto:ilsbids@ingramcontent.com)

**EXHIBIT B2 FORM** N/A as Ingram Library Services LLC does not employ subcontractors

**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE  
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

| <b>Subcontractor Name</b> | <b>Email Address</b> | <b>City, State, Phone</b> | <b>Ethnic Group</b> | <b>Certification Agency</b> | <b>Certification Designation</b> | <b>Scope of Work</b> | <b>Dollar Amount</b> | <b>Percentage</b> |
|---------------------------|----------------------|---------------------------|---------------------|-----------------------------|----------------------------------|----------------------|----------------------|-------------------|
|---------------------------|----------------------|---------------------------|---------------------|-----------------------------|----------------------------------|----------------------|----------------------|-------------------|

**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE  
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

| <b>Subcontractor Name</b> | <b>Email Address</b> | <b>City, State, Phone</b> | <b>Ethnic Group</b> | <b>Certification<br/>Agency</b> | <b>Certification<br/>Designation</b> | <b>Scope of Work</b> | <b>Dollar Amount</b> | <b>Percentage</b> |
|---------------------------|----------------------|---------------------------|---------------------|---------------------------------|--------------------------------------|----------------------|----------------------|-------------------|
|---------------------------|----------------------|---------------------------|---------------------|---------------------------------|--------------------------------------|----------------------|----------------------|-------------------|

**EXHIBIT C**    **N/A as Ingram Library Services does not use subcontractors**  
**FORM SUBCONTRACTOR**

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

| <b>Subcontractor/Supplier</b> | <b>Business Address</b> | <b>Contact Name</b> | <b>Contact Email Address</b> | <b>Contact Phone</b> | <b>Scope of Work Solicited for Project</b> | <b>Certification Designation</b> | <b>Result of Contact</b> |
|-------------------------------|-------------------------|---------------------|------------------------------|----------------------|--|----------------------------------|--------------------------|
|-------------------------------|-------------------------|---------------------|------------------------------|----------------------|--|----------------------------------|--------------------------|

**EXHIBIT C  
FORM SUBCONTRACTOR**

**Subcontractor/Supplier**

**Business Address**

**Contact Name**

**Contact Email Address**

**Contact Phone**

**Scope of Work Solicited for Project**

**Certification  
Designation**

**Result of  
Contact**

**Company Name**

**Project # & Title**

**Printed Signature**

**Date**

# EXHIBIT H

## INSURANCE AND RISK MANAGEMENT FORMS



**Insurance and Risk Management Provisions**

**Shelf-Ready Books for Adults**

The following is the minimum insurance and limits that the Consultant must maintain. If the Consultant maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

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

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

|   |             |               |
|---|-------------|---------------|
| Employer’s Liability Insurance<br>\$500,000 | BY ACCIDENT | EACH ACCIDENT |
| Employer’s Liability Insurance<br>\$500,000 | BY DISEASE  | POLICY LIMIT  |
| Employer’s Liability Insurance<br>\$500,000 | BY DISEASE  | EACH EMPLOYEE |

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

|   |                 |
|---|-----------------|
| Bodily Injury and Property Damage Liability<br>\$1,000,000  | Each Occurrence |
| (Other than Products/Completed Operations)General Aggregate | \$2,000,000     |
| Products\Completed Operation<br>\$2,000,000                 | Aggregate Limit |
| Personal and Advertising Injury<br>\$1,000,000              | Limits          |
| Damage to Rented Premises<br>\$100,000                      | Limits          |

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

|   |                 |             |
|---|-----------------|-------------|
| <b>Bodily Injury &amp; Property Damage</b>                        | Each Occurrence | \$1,000,000 |
| (Including operation of non-owned, owned, and hired automobiles). |                 |             |

|                                      |                 |             |
|--------------------------------------|-----------------|-------------|
| <b>4. UMBRELLA LIABILITY</b>         | Each Occurrence | \$1,000,000 |
| (In excess of above noted coverages) |                 |             |

|                           |                     |                         |
|---------------------------|---------------------|-------------------------|
| <b>5. CYBER LIABILITY</b> | Per Claim/Aggregate | \$1,000,000/\$1,000,000 |
|---------------------------|---------------------|-------------------------|

Policy shall include coverage for losses arising from the breach of information, security, and privacy and intentional/unintentional release of private information. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In the event of a breach, Consultant must notify Fulton County Government within 30 days of notification

**Certificates of Insurance**

Consultant shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall be non-renewed, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation, Cyber Liability, and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis. Consultant confirms it maintains second party coverage within its Cyber Security insurance policy.

This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

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

If Fulton County Government shall so reasonably request, the Consultant will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notice **must** identify the "Certificate Holder" as follows:

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

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

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Consultant from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that are brought by third parties and arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for

whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant represents that it has indemnification from Publishers/sources of Products with regard to matters arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark. To the maximum extent permitted by such indemnification, Consultant agrees to indemnify and hold harmless, County for such claims as outlined above. Consultant's obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

### **PROTECTION OF PROPERTY**

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

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

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

**PROTECTION OF PROPERTY**

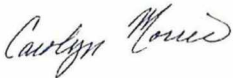
Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

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

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

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: [Ingram Library Services LLC](#)

SIGNATURE: 

NAME: [Carolyn Morris](#)

TITLE: Vice President

DATE: [October 28, 2025](#)

**EXHIBIT I**  
**Exceptions to Terms Reflected in the**  
**RFP**

**EXHIBIT I****Exceptions to Terms Reflected in the Request for Proposal #25RFP1507250B-EC**

Ingram Library Services LLC ("**Contractor**") submitted exceptions to certain terms contained within the County's Request for Proposal # 25RFP1507250B-EC ("**RFP**"). The parties agree that the following modifications of such terms reflected in the RFP shall be incorporated into the terms of the Agreement to which this Exhibit is attached ("Exceptions"), and that to the extent any provisions of the Agreement differ, this Exhibit I shall control:

1. The terms within the final bullet point in Section 2.14 entitled "**County Rights and Options**" on pages 10 and 11 of the RFP shall be modified as shown below.

The County, including its representatives, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities, provided that all visits and examinations are scheduled at least seventy-two (72) hours in advance. All such visits must be conducted during normal business hours and will be subject to Contractor's safety and security protocols without exception.

2. The terms in Section 2.20 entitled "**Georgia Security and Immigration Compliance Act**" on page 12 of the RFP shall be modified as shown below.

Upon reasonable advance notice, and not to exceed more than twice per calendar year, unless otherwise required by law, the Chief Purchasing Agent of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/4/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|  |   |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |
|--|---|---------------------------------|--|---|-----------------------|--|--|--------------------------------------|--|--|------------------------|---|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| <b>PRODUCER</b><br>Brown & Brown RS Insurance Services, LLC<br>6 Cadillac Drive, Suite 200<br>Brentwood, TN 37027<br><br>www.bbinsurance.com | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Alex Ingle</td> </tr> <tr> <td><b>PHONE (A/C, No. Ext):</b> 615-298-8306</td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> Alex.Ingle@ingram.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Fireman's Fund Indemnity Corporation</td> <td style="text-align: right;"><b>NAIC #</b><br/>11380</td> </tr> <tr> <td><b>INSURER B:</b> Columbia Casualty Company</td> <td style="text-align: right;">31127</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | <b>CONTACT NAME:</b> Alex Ingle |  | <b>PHONE (A/C, No. Ext):</b> 615-298-8306 | <b>FAX (A/C, No):</b> | <b>E-MAIL ADDRESS:</b> Alex.Ingle@ingram.com |  | <b>INSURER(S) AFFORDING COVERAGE</b> |  | <b>INSURER A:</b> Fireman's Fund Indemnity Corporation | <b>NAIC #</b><br>11380 | <b>INSURER B:</b> Columbia Casualty Company | 31127 | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| <b>CONTACT NAME:</b> Alex Ingle  |   |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>PHONE (A/C, No. Ext):</b> 615-298-8306  | <b>FAX (A/C, No):</b>   |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>E-MAIL ADDRESS:</b> Alex.Ingle@ingram.com   |   |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |   |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Fireman's Fund Indemnity Corporation   | <b>NAIC #</b><br>11380  |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> Columbia Casualty Company  | 31127   |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>  |   |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>  |   |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>  |   |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>  |   |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b><br>Ingram Industries Inc., et al.<br>including Ingram Library Services LLC<br>P.O. Box 23049<br>Nashville TN 37202-3049       |   |                                 |  |   |                       |  |  |                                      |  |  |                        |   |       |                   |  |                   |  |                   |  |                   |  |

**COVERAGES** **CERTIFICATE NUMBER:** 89574220 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:          |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                         |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |           |          |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |
| A        | Specialty Professional Liability  |           |          | USF01062526   | 3/1/2026                | 3/1/2027                | Limit - Each Claim/Aggregate: \$5,000,000<br>Retention: \$1,000,000  |
| B        | Excess Specialty Professional Liab.   |           |          | 652504004     | 3/1/2026                | 3/1/2027                | Limit of Liability: \$5M excess of \$5M  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Cyber Liability coverage is included in the above policies.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>BID #251TB1507243B-EC<br><br>Fulton County Government<br>Purchasing and Contract Compliance Department<br>130 Peachtree Street, S.W., Suite 1168<br>Atlanta GA 30303-3459 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE <b>Brown &amp; Brown RS Insurance Services, LLC</b><br><br>Brown & Brown RS Insurance Services, LLC |
|--|--|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/4/2026

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|  |  |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
|--|--|---------------------------------|--|---|-----------------------|--|--|--------------------------------------|--|---|------------------------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| <b>PRODUCER</b><br>Brown & Brown RS Insurance Services, LLC<br>6 Cadillac Drive, Suite 200<br>Brentwood, TN 37027<br><br>www.bbinsurance.com | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Alex Ingle</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 615-298-8306</td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> Alex.Ingle@ingram.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Federal Insurance Company</td> <td style="text-align: right;"><b>NAIC #</b><br/>20281</td> </tr> <tr> <td colspan="2"><b>INSURER B:</b></td> </tr> <tr> <td colspan="2"><b>INSURER C:</b></td> </tr> <tr> <td colspan="2"><b>INSURER D:</b></td> </tr> <tr> <td colspan="2"><b>INSURER E:</b></td> </tr> <tr> <td colspan="2"><b>INSURER F:</b></td> </tr> </table> | <b>CONTACT NAME:</b> Alex Ingle |  | <b>PHONE (A/C, No, Ext):</b> 615-298-8306 | <b>FAX (A/C, No):</b> | <b>E-MAIL ADDRESS:</b> Alex.Ingle@ingram.com |  | <b>INSURER(S) AFFORDING COVERAGE</b> |  | <b>INSURER A:</b> Federal Insurance Company | <b>NAIC #</b><br>20281 | <b>INSURER B:</b> |  | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| <b>CONTACT NAME:</b> Alex Ingle  |  |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>PHONE (A/C, No, Ext):</b> 615-298-8306  | <b>FAX (A/C, No):</b>  |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>E-MAIL ADDRESS:</b> Alex.Ingle@ingram.com   |  |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |  |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Federal Insurance Company  | <b>NAIC #</b><br>20281   |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b>  |  |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>  |  |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>  |  |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>  |  |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>  |  |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b><br>Ingram Industries Inc., et al.<br>including Ingram Library Services LLC<br>P.O. Box 23049<br>Nashville TN 37202-3049       |  |                                 |  |   |                       |  |  |                                      |  |   |                        |                   |  |                   |  |                   |  |                   |  |                   |  |

**COVERAGES** **CERTIFICATE NUMBER:** 89574193 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR    | TYPE OF INSURANCE   | ADDL INSD                                | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |             |        |  |  |  |                                 |  |  |   |  |  |  |
|-------------|---|--|----------|---------------|-------------------------|-------------------------|--|-------------|--------|--|--|--|---------------------------------|--|--|---|--|--|--|
| A           | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>Standard Contractual Liability<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:        |  |          | 3581-94-13    | 10/1/2025               | 10/1/2026               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$  |             |        |  |  |  |                                 |  |  |   |  |  |  |
| A           | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |  |          | 7350-68-50    | 10/1/2025               | 10/1/2026               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |             |        |  |  |  |                                 |  |  |   |  |  |  |
| A           | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |  |          | 7818-53-05    | 10/1/2025               | 10/1/2026               | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$   |             |        |  |  |  |                                 |  |  |   |  |  |  |
| A           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |  |          | 7171-10-02    | 10/1/2025               | 10/1/2026               | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 90%;"></td> </tr> <tr> <td colspan="2"></td> <td>E.L. EACH ACCIDENT \$ 1,000,000</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td> </tr> </table> | PER STATUTE | OTH-ER |  |  |  | E.L. EACH ACCIDENT \$ 1,000,000 |  |  | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |  |  | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| PER STATUTE | OTH-ER  |  |          |               |                         |                         |  |             |        |  |  |  |                                 |  |  |   |  |  |  |
|             |   | E.L. EACH ACCIDENT \$ 1,000,000          |          |               |                         |                         |  |             |        |  |  |  |                                 |  |  |   |  |  |  |
|             |   | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |          |               |                         |                         |  |             |        |  |  |  |                                 |  |  |   |  |  |  |
|             |   | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |          |               |                         |                         |  |             |        |  |  |  |                                 |  |  |   |  |  |  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Fulton County Government, its' Officials, Officers and Employees are included as additional insured, except for workers compensation, and subrogation is waived hereunder, but only to the extent of the amount that Ingram Library Services LLC has agreed to indemnify Fulton County Government in the agreement between Ingram Library Services LLC and Fulton County Government.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>BID #251TB1507243B-EC<br><br>Fulton County Government<br>Purchasing and Contract Compliance Department<br>130 Peachtree Street, S.W., Suite 1168<br>Atlanta GA 30303-3459 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE <b>Brown &amp; Brown RS Insurance Services, LLC</b><br><br>Brown & Brown RS Insurance Services, LLC |
|--|--|

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# Fulton County

## Legislation Details

**File #:** 25-0973      **Version:** 1      **Name:**  
**Type:** CM Action Item - Arts and Libraries      **Status:** Passed  
**File created:** 10/13/2025      **In control:** Board of Commissioners  
**On agenda:** 12/17/2025      **Final action:** 12/17/2025  
**Title:** Request approval of a recommended proposal - Library, 25RFP1507250B-EC, Shelf-Ready Books for Adults, Teens and Children and Lease Books for Adults for Fulton County Library System in an amount not exceed \$800,000.00 with Ingram Library Services LLC, (La Vergne, TN) to provide adult, young adult, children’s books, and adult best-selling lease books. Effective January 1, 2026 to December 31, 2026 with two renewal options. (APPROVED)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. EVALUATION\_COMMITTEE\_RECOMMENDATION\_LETTER-In, 2. VENDOR PERFORMANCE MEMO

| Date       | Ver. | Action By              | Action  | Result |
|------------|------|------------------------|---------|--------|
| 12/17/2025 | 1    | Board of Commissioners | approve | Pass   |

## Certificate Of Completion

Envelope Id: 3B65FA71-0E30-4BAB-A3C7-897B9DF2EC39

Status: Completed

Subject: 25RFP1507250B-EC, Shelf-Ready Books for Adults-CONTRACT AGREEMENT-INGRAM

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 80

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 0

Elsa D. Castro

AutoNav: Enabled

Stamps: 1

141 Pryor Street

Envelopeld Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Atlanta, 30303

elsa.castro@fultoncountyga.gov

IP Address: 144.125.1.75

## Record Tracking

Status: Original

Holder: Elsa D. Castro

Location: DocuSign

3/6/2026 11:44:31 AM

elsa.castro@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

## Signer Events

### Signature

### Timestamp

Nikki Peterson

**Completed**

Sent: 3/6/2026 11:55:06 AM

nikki.peterson@fultoncountyga.gov

Resent: 3/11/2026 10:07:00 AM

Chief Deputy Clerk to the Board of Commissioners

Using IP Address: 74.174.59.10

Viewed: 3/11/2026 10:07:52 AM

Fulton County Government

Signed: 3/11/2026 11:20:06 AM

Security Level: Email, Account Authentication (None)

#### Electronic Record and Signature Disclosure:

Accepted: 11/27/2017 1:39:37 PM

ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts

*Robert L. Pitts*

Sent: 3/11/2026 11:20:11 AM

harriet.thomas@fultoncountyga.gov

Viewed: 3/11/2026 11:29:35 AM

Chairman

Signed: 3/11/2026 11:29:47 AM

Fulton County

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 74.174.59.10

#### Electronic Record and Signature Disclosure:

Accepted: 3/11/2026 11:29:35 AM

ID: 601dc667-edac-4fe2-9011-8f56513e2ebc

Tonya Grier

*Tonya Grier*

Sent: 3/11/2026 11:29:52 AM

tonya.grier@fultoncountyga.gov

Viewed: 3/11/2026 11:30:28 AM

Clerk to the Commission

Signed: 3/11/2026 12:55:01 PM

Fulton County Government



Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 74.174.59.10

#### Electronic Record and Signature Disclosure:

Accepted: 10/27/2025 11:21:47 AM

ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab

## In Person Signer Events

### Signature

### Timestamp

| Editor Delivery Events  | Status           | Timestamp   |
|---|------------------|---|
| <b>Agent Delivery Events</b>  | <b>Status</b>    | <b>Timestamp</b>  |
| <b>Intermediary Delivery Events</b>   | <b>Status</b>    | <b>Timestamp</b>  |
| <b>Certified Delivery Events</b>  | <b>Status</b>    | <b>Timestamp</b>  |
| <b>Carbon Copy Events</b>   | <b>Status</b>    | <b>Timestamp</b>  |
| <p>Jamar Parker<br/> Jamar.Parker@fultoncountyga.gov<br/> Financial Systems Manager<br/> Fulton County Government<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>   | <b>COPIED</b>    | <p>Sent: 3/11/2026 12:55:06 PM<br/> Viewed: 3/11/2026 12:55:38 PM</p> |
| <p>Alva Burroughs<br/> Alva.Burroughs@fultoncountyga.gov<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>  | <b>COPIED</b>    | <p>Sent: 3/11/2026 12:55:07 PM<br/> Viewed: 3/11/2026 12:55:39 PM</p> |
| <p>Jennifer Culler<br/> jennifer.culler@fultoncountyga.gov<br/> Supervising County Counsel<br/> County Attorney's Office<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Accepted: 3/5/2026 1:56:29 PM<br/> ID: f423ad65-2669-4860-9d97-8a59df1ded72</p> | <b>COPIED</b>    | <p>Sent: 3/11/2026 12:55:08 PM<br/> Viewed: 3/11/2026 12:55:36 PM</p> |
| <p>Dian DeVaughn<br/> Dian.DeVaughn@fultoncountyga.gov<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>  | <b>COPIED</b>    | <p>Sent: 3/11/2026 12:55:09 PM<br/> Viewed: 3/11/2026 12:55:33 PM</p> |
| <p>Carolyn Morris<br/> ilsbids@ingramcontent.com<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>  | <b>COPIED</b>    | <p>Sent: 3/11/2026 12:55:10 PM<br/> Viewed: 3/12/2026 9:24:31 AM</p>  |
| <b>Witness Events</b>   | <b>Signature</b> | <b>Timestamp</b>  |
| <b>Notary Events</b>  | <b>Signature</b> | <b>Timestamp</b>  |
| <b>Envelope Summary Events</b>  | <b>Status</b>    | <b>Timestamps</b>   |
| Envelope Sent   | Hashed/Encrypted | 3/6/2026 11:55:06 AM  |
| Envelope Updated  | Security Checked | 3/10/2026 12:48:47 PM   |
| Envelope Updated  | Security Checked | 3/10/2026 12:48:47 PM   |
| Envelope Updated  | Security Checked | 3/10/2026 12:48:47 PM   |
| Envelope Updated  | Security Checked | 3/10/2026 12:48:47 PM   |
| Certified Delivered   | Security Checked | 3/11/2026 11:30:28 AM   |

| <b>Envelope Summary Events</b> | <b>Status</b>    | <b>Timestamps</b>     |
|--------------------------------|------------------|-----------------------|
| Signing Complete               | Security Checked | 3/11/2026 12:55:01 PM |
| Completed                      | Security Checked | 3/11/2026 12:55:10 PM |

| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| <b>Electronic Record and Signature Disclosure</b> |
|---|
|---|

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|                            |   |
|----------------------------|---|
| Operating Systems:         | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X   |
| Browsers:                  | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader:                | Acrobat® or similar software may be required to view and print PDF files  |
| Screen Resolution:         | 800 x 600 minimum   |
| Enabled Security Settings: | Allow per session cookies   |

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