

CONTRACT AGREEMENT (Corrected)

This Agreement is effective as of the 1st day of January 2025, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	EBSCO Information Services LLC
ITBC Contract No. & Title:	24ITB1288009B-PS - Newspapers, Magazine and Serial Subscriptions
Address:	P.O. Box 2543 Birmingham Alabama
Telephone:	800-633-4604
Email:	ebsconorthamerica@ebSCO.com
Contact Name & Title:	Bowen Thagard, Senior Vice President

This agreement was approved by the Fulton County Board of Commissioner on August 21, 2024 and item number 24-0542.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Addendum Acknowledgement
 Exhibit 1: Solicitation Document
 Exhibit 2: Contractor Bid Form Response (attached)
 Exhibit 3: Special Conditions
 Exhibit 4: Compensation
 Exhibit 5: Contract Compliance
 Exhibit 6. Insurance

1. Contract Term

- 1.1 Initial Term: This Agreement shall commence on the 1st day of January 2025 and end on the 31st day of December 2025. The "Commencement Term" of this Agreement shall begin on January 1, 2025 the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2025. 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.
- 1.2 Renewal Terms: Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two, (2) one-year ("Renewal Terms"). However, no Renewal Term of this

Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, each Renewal Term below shall begin on the 1st day of January for the calendar year of such Renewal Term and shall end no later than the 31st day of December of the calendar year of such Renewal Term:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2026	12-31-2026
2	12 months	01-01-2027	12-31-2027

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.

- 1.2.1. 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.
- 1.2.2. 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.
- 1.2.3. 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.

2. Compensation

The total contract amount for the Project shall not exceed \$252,145.90 (two hundred fifty-two thousand one hundred forty-five dollars and ninety cents), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITB solicitation document and the terms of this Agreement.

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

Signed by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Signed by:

Tonya R. Orier

Tonya R. Orier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Signed by:

Jennifer Culler

Jennifer Culler
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman

Gayle Holloman, Director of Libraries Fulton
County Library

CONTRACTOR:

EBSCO Information Services LLC

Signed by:

Bowen Thagard

Bowen Thagard
Senior Vice President

ATTEST:

Signed by:

Kelly Sellers

Kelly Sellers
Senior Accounts Receivable Representative

ATTEST:

kelly sellers

Notary Public

County: Shelby

Commission Expires: 04/06/2027

(Affix Notary Seal)

Phyllis Stewart

Phyllis Stewart

DS



ITEM#: _____ RM: _____	ITEM#: 24-0542 2 ND RM: 08/21/2024
REGULAR MEETING	SECOND REGULAR MEETING

EXHIBIT A

ADDENDUM

SECTION 3**ADDENDUM ACKNOWLEDGMENT**

Please be sure to view, print, and sign acknowledgment of any and all Addendums posted at least 3-5 days before the due date of this Bid through BidNet Direct at <https://www.bidnetdirect.com/georgia/fultoncounty>. Should there be an Addendum posted, bidders must submit and/or attached the signed Addendum Acknowledgment Form (s) along with their Bid by or before the Bid due date electronically through BidNet Direct.

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

ADDENDUM # 1 DATED 5-7-24

ADDENDUM # 2 DATED 5-10-24

ADDENDUM #3 DATED 5-14-24

SUBMITTED BY:

BIDDER NAME: EBSCO Information Services, LLC

ADDRESS: P.O. Box 2543

CITY/STATE/ZIPCODE: Birmingham, Alabama 35202

CONTACT NAME: Bowen Thagard, Senior Vice President

EMAIL ADDRESS: ebsconorthamerica@ebSCO.com

BUSINESS PHONE: 800-633-4604

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.,) or professional organization (i.e. GSMD, WBENC, SBA, etc.,) as:

☐ **Minority Business Enterprise (MBE)**

☐ **Female Business Enterprise (FBE)**

☐ **Small Business Enterprise (SBE)**

☐ **Disadvantaged Business Enterprise (DBE)**

☐ **Small Disabled Veteran Business Enterprise (SDVBE)**

BUSINESS TYPE: Corporation ☒ Partnership _____ Sole Proprietor _____ Other _____

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

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

<i>Name</i>	<i>Address</i>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
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END OF SECTION

EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

SECTION 2 – BID FORM

Submitted To: Fulton County Government

Submitted By: [EBSCO Information Services, LLC](#)

For: **24ITB1288009B-PS Newspapers, Magazine and Serial Subscriptions**

Submitted on May 20, 2024.

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 252,145.90

(Dollar Amount In Numbers)

Two hundred fifty two thousand and one hundred forty five dollars and ninety cents

(Dollar Amount in Words)

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

ISBN	Title	Author	Format	Age	Publisher	% Discount Offered	Retail Price	Discount Price	Estimated Purchase Quantity	Total	Per Item Discount Amount	Overall Discount Amount	Overall Discount Amount
	Good Housekeeping		Magazine	Adult	Hearst Magazines				15	\$0.00	\$ -	\$ -	\$ -
	Popular Mechanics		Magazine	Adult	Hearst Magazines				6	\$0.00	\$ -	\$ -	\$ -
	Newsweek		Magazine	Adult	Newsweek				10	\$0.00	\$ -	\$ -	\$ -
	Sports Illustrated		Magazine	Adult	Maven				30	\$0.00	\$ -	\$ -	\$ -
	Rolling Stone		Magazine	Adult	Wenner Media				25	\$0.00	\$ -	\$ -	\$ -
	Better Homes and Gardens		Magazine	Adult	Meredith Corp				6	\$0.00	\$ -	\$ -	\$ -
	InStyle		Magazine	Adult	Meredith Corp				6	\$0.00	\$ -	\$ -	\$ -
	Sports Illustrated Kids		Magazine	Juvenile	Maven				15	\$0.00	\$ -	\$ -	\$ -
	Ranger Rick		Magazine	Juvenile	National Wildlife Federation				10	\$0.00	\$ -	\$ -	\$ -
	Boys Life		Magazine	Juvenile	Boys Life				10	\$0.00	\$ -	\$ -	\$ -
	New York Times		Newspaper		New York Times				25	\$0.00	\$ -	\$ -	\$ -
	USA Today		Newspaper		USA Today				25	\$0.00	\$ -	\$ -	\$ -
	Wall Street Journal		Newspaper		Dow Jones & Co Inc				15	\$0.00	\$ -	\$ -	\$ -
	Washington Informer		Newspaper	Adult					1	\$0.00	\$ -	\$ -	\$ -
	Africa Report		Magazine	Adult					1	\$0.00	\$ -	\$ -	\$ -
	Atlanta Business Chronicle Book of Lists		Annual		Atlanta Business Chronicle				33	\$0.00	\$ -	\$ -	\$ -
	Chase's Calendar of Events		Annual		Bernan Press				33	\$0.00	\$ -	\$ -	\$ -
										266	\$0.00	\$0.00	\$0.00

A	B	C	D	E	F
Category	% Discount Offered	Average Price	Discount Price	Estimated Purchase Quantity	Total
Adult magazines					
Juvenile magazines					
Annuaals					
TOTAL COST					

Per Item Discount Amount	Overall Discount Amount	Overall Discount Amount
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

TOTAL COST OF MATERIALS:

\$ -

Vendor should put any additional cost associated with pricing but not listed in the grid in the blue shaded section

Pricing for Services

A. Additional costs not listed in the Pricing of Materials grid

1

Any additional cost of services

Additional costs

2

TOTAL COST OF SERVICES (any Additional Costs listed above):

3

TOTAL COST OF PROJECT (Materials + Services):

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

Unit Pricing (The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of this ITB.) Must bid all lines.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENSION COST (\$)
1.	Adult Magazines	1500	\$ 31.14	\$ 46,711.65
2.	Juvenile Magazines	500	\$ 16.00	\$ 8,001.10
3.	Annuals	300	\$ 105.23	\$ 31,570.08
4.	Newspaper	300	\$ 552.88	\$ 165,863.07
TOTAL:			\$	252,145.90

ISBN	Title	Author	Format	Age
	Good Housekeeping		Magazine	Adult
	Popular Mechanics		Magazine	Adult
	Newsweek		Magazine	Adult
	Sports Illustrated		Magazine	Adult
	Rolling Stone		Magazine	Adult
	Better Homes and Gardens		Magazine	Adult
	InStyle		Magazine	Adult
	Sports Illustrated Kids		Magazine	Juvenile
	Ranger Rick		Magazine	Juvenile
	Boys Life		Magazine	Juvenile
	New York Times		Newspaper	
	USA Today		Newspaper	
	Wall Street Journal		Newspaper	
	Washington Informer		Newspaper	
	Africa Report		Magazine	Adult
	J.K. Lasser's Your Income Tax		Annual	
	Chase's Calendar of Events		Annual	

Publisher	% Discount Offered	Retail Price	Discount Price	Estimated Purchase Quantity
Hearst Magazines	11%	\$22.00	\$19.58	150
Hearst Magazines	11%	\$24.00	\$21.36	200
Newsweek	11%	\$99.99	\$88.99	200
Maven				300
Wenner Media	11%	\$59.95	\$53.36	150
Meredith Corp	11%	\$22.00	\$19.58	250
Meredith Corp				150
Maven				200
National Wildlife Federation	11%	\$29.95	\$26.66	150
Boys Life	11%	\$24.00	\$21.36	150
New York Times	11%	\$1,431.53	\$1,274.06	75
USA Today	11%	\$433.32	\$385.65	75
Dow Jones & Co Inc	11%	\$550.00	\$489.50	75
	11%	\$70.00	\$62.30	75
	11%	\$52.01	\$46.29	100
John Wiley and Sons	11%	\$44.47	\$39.58	150
Legal Directories Publishing Company	11%	\$192.01	\$170.89	150
		\$3,055.23	\$2,719.16	2600

A	B	C	D	E
Category	% Discount Offered	Average Price	Discount Price	Estimated Purchase Quantity
Adult magazines	11%	\$34.99	\$31.14	1,500
Juvenile magazines	11%	\$17.98	\$16.00	500
Annuals	11%	\$118.24	\$105.23	300
Newspaper	11%	\$621.21	\$552.88	300
TOTAL COST	11%	\$792.42	\$705.25	2,600

TOTAL COST OF

Vendor should put any additional cost associated with pricing but not listed in the grid in the blue shaded section

Pricing for Services



A. Additional costs not listed in

Any additional cost of services



Additional costs

TOTAL COST OF SERVICES (any Additional Costs list

TOTAL COST OF PROJECT (Materials + Services):

Total	Per Item Discount Amount	Overall Discount Amount	Overall Discount Amount	
\$3,300.00	\$ 2.42	\$ 363.00	\$ 2,937.00	
\$4,800.00	\$ 2.64	\$ 528.00	\$ 4,272.00	
\$19,998.00	\$ 11.00	\$ 2,199.78	\$ 17,798.22	
\$0.00	\$ -	\$ -	\$ -	Order Direct
\$8,992.50	\$ 6.59	\$ 989.18	\$ 8,003.33	
\$5,500.00	\$ 2.42	\$ 605.00	\$ 4,895.00	
\$0.00	\$ -	\$ -	\$ -	Discontinued
\$0.00	\$ -	\$ -	\$ -	Order Direct
\$4,492.50	\$ 3.29	\$ 494.18	\$ 3,998.33	
\$3,600.00	\$ 2.64	\$ 396.00	\$ 3,204.00	
\$107,364.75	\$ 157.47	\$ 11,810.12	\$ 95,554.63	
\$32,499.00	\$ 47.67	\$ 3,574.89	\$ 28,924.11	
\$41,250.00	\$ 60.50	\$ 4,537.50	\$ 36,712.50	
\$5,250.00	\$ 7.70	\$ 577.50	\$ 4,672.50	
\$5,201.00	\$ 5.72	\$ 572.11	\$ 4,628.89	
\$6,670.50	\$ 4.89	\$ 733.76	\$ 5,936.75	
\$28,801.50	\$ 21.12	\$ 3,168.17	\$ 25,633.34	
\$277,719.75	\$336.08	\$30,549.17	\$247,170.58	

F			
Total	Per Item Discount Amount	Overall Discount Amount	Overall Discount Amount
\$52,485.00	\$ 3.85	\$ 5,773.35	\$ 46,711.65
\$8,990.00	\$ 1.98	\$ 988.90	\$ 8,001.10
\$35,472.00	\$ 13.01	\$ 3,901.92	\$ 31,570.08
\$186,363.00	\$ 68.33	\$ 20,499.93	\$ 165,863.07
\$283,310.00	\$ 87.17	\$ 31,164.10	\$ 252,145.90

MATERIALS:

\$ 252,145.90

the Pricing of Materials grid	1
	2
ed above):	3
	\$252,145.90

EXHIBIT 3

SPECIAL CONDITIONS

Instructions to Bidders

35. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT

The County through the Department of Purchasing & Contract Compliance grants to any public serving governmental agency, authorization to purchase equivalent services or products described herein with this solicitation at the same submitted unit bid price, terms and conditions, but only with the consent of the Contractor/Consultant/ Service Provider. Public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s)/Consultant(s)/Service Provider(s) under the terms and conditions of the resultant contract. Any purchases shall be between the Contractor/Consultant/Service Provider and the participating public agency and shall not impact the Contractor's/Consultant's/Service Provider's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and the County makes no guarantee as to their participation.

Sample Contract

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- 1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- 2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- 3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit 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 thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- 4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- 5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience with 30 days written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed.

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

If You notify EBSCO of an order cancellation prior to expiration, EBSCO will notify the publisher and process the cancellation for You, unless a publisher has identified the title as non-cancelable. If an eligible order is canceled, EBSCO will credit Your account in an amount equal to what EBSCO is refunded by the publisher, less a processing fee of \$30.00. The processing fee does not apply if you elect to cancel the title at the time of renewal or if the publisher ceases publication. When a publication ceases during the term of an order, EBSCO will attempt to obtain a refund from the publisher for You. Upon receipt of refund from the publisher (if any), EBSCO will credit Your account in an amount equal to the amount received from the publisher

ARTICLE 33. INVOICING AND PAYMENT

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

Time of Payment: Invoices for payment shall be submitted to County by the fifteenth (15th) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the fifteenth 15th calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. EBSCO prefers payments via check and ACH. If paying with a credit card, a surcharge may apply. 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.

Payment is net due 60 days from receipt of invoice. Interest of 1.0% will be charged beginning on the 60th day for unpaid balances on undisputed invoices. Should a good faith dispute regarding a portion of an invoice arise, the County will notify the Contractor and detail the dispute immediately upon the County's receipt. Payments withheld by the County will be released and paid to the Contractor when the causes for dispute are

reconciled. Upon resolution of the dispute, any disputed amounts owed to the Contractor will be promptly paid by the County.

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

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

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

EXHIBIT 4

COMPENSATION

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$252,145.90 approved by the Board of Commissioners \$252,145.90, Two Hundred Fifty-Two Thousand, One Hundred Forty-Five and Ninety Cents. The detailed costs are provided on the attached Bid Form/Awarded Lines.

This contract was awarded to the lowest responsive and responsible bidder and the line item(s) awarded to EBSCO Information Services LLC is attached.

EXHIBIT 5

CONTRACT COMPLIANCE DOCUMENTS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Bowen Thagard),
Name

Senior Vice President EBSCO Information Services, LLC
Title Company Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Bowen Thagard TITLE: Senior Vice President

SIGNATURE: Bowen Thagard

ADDRESS: P.O. Box 2543 Birmingham, AL 35202

PHONE NUMBER: 800-633-4604 EMAIL: ebsonorthamerica@ebSCO.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name EBSCO Information Services, LLC

ITB/RFP Name & Number: 24ITB1288009B-PS Newspapers, Magazine and Serial Subscriptions

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 Prime Contractor:

\$ _____ Or 100 %

2. This information below must be completed and submitted with the bid/proposal if 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.

JV Partner(s) information:

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

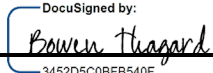
3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) N/A

Total Percentage of Certified Subcontractors: (%) N/A

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, 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 will participate.

Signature:  **Title:** Senior Vice President

Business or Corporate Name: EBSCO Information Services, LLC

Address: P.O. Box 2543 Birmingham, AL 35202

Telephone: (800) 633-4604

Fax Number: (205) 980-3951

Email Address: ebsonorthamerica@ebSCO.com

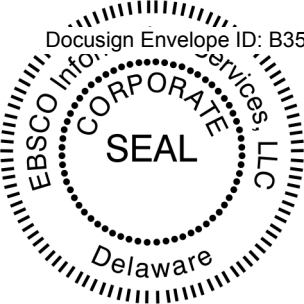
UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT 6

INSURANCE

Docusign Envelope ID: B35



EBSCO Information

CORPORATE

SEAL

Services, LLC

Delaware



Fulton County

Legislation Details

File #: 24-0542 **Version:** 1 **Name:**
Type: CM Action Item - Arts and Libraries **Status:** Passed
File created: 6/28/2024 **In control:** Board of Commissioners
On agenda: 8/21/2024 **Final action:** 8/21/2024
Title: Request approval of the lowest responsible bidder - Fulton County Library System - 24ITB1288009B-PS, Newspapers, Magazines and Serials in an amount not to exceed \$252,145.90 with Ebsco Information Services, LLC (Birmingham, AL) to provide annual print material to all 34 library locations. Effective upon BOC approval through December 31, 2024, with two renewal options. (APPROVED)

Sponsors:

Indexes:

Code sections:

Attachments: 1. Bid Tabulation, 2. Ebsco Recommendation Letter (updated).doc, 3. Magazine Performance Evaluation-7-8-2024

Date	Ver.	Action By	Action	Result
8/21/2024	1	Board of Commissioners	approve	Pass



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2025

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).

PRODUCER Valent Group, LLC 3500 Blue Lake Drive Suite 120 Birmingham AL 35243	CONTACT NAME: Adrienne Lamon PHONE (A/C, No, Ext): (205) 262-2700 FAX (A/C, No): (205) 262-2701 E-MAIL ADDRESS: alamon@valentgroup.com																					
INSURED EBSCO Industries, Inc. EBSCO Information Services, LLC P. O. Box 1943 Birmingham AL 35201	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Travelers Property & Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td>The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D:</td> <td>Endurance American Specialty Insurance Company</td> <td>41718</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property & Casualty Co of America	25674	INSURER B:	The Charter Oak Fire Insurance Company	25615	INSURER C:	Travelers Casualty and Surety Company	19038	INSURER D:	Endurance American Specialty Insurance Company	41718	INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** * 24/25 EIS**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GL Ded: \$250,000 <input checked="" type="checkbox"/> Printers E&O Ded: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TC2JGLSA-9D909462-TIL-24	10/15/2024	10/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Printers E&O \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		TC2JCAP-9D909474-TIL-24	10/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$ \$500,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7S137226-24-NF	10/15/2024	10/15/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWXJUB-9D911955-TIL-24	10/15/2024	10/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER SIR - \$500,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Comp - Per Statute & Employer Liability (AOS) SIR \$500,000			UB-1L339839-24-51-K	10/15/2024	10/15/2025	E.L. Each Accident \$1,000,000 E.L. Disease - Each EE \$1,000,000 E.L. Disease - Policy Lmt \$1,000,000

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

Named Insured Includes EBSCO Information Services
 In reference to: Atlanta-Fulton Public Library in Atlanta, GA
 Bid# 24ITB1288009B-PS
 Certificate holder is included as Additional Insured with respect to the General Liability and Auto Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government Dept. of Purchasing & Contract Compliance 130 Peachtree Street, SW Suite 1168 Atlanta GA 30303-3459	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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ADDITIONAL COVERAGES

Ref #	Description				Coverage Code	Form No.	Edition Date
C	WC (Per Statute) & EL (AZ,MA, WI) - Pol# UB-9K299627-24 - 10/15/24 - 10/15/25				WC/EL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
\$1,000,000	\$1,000,000	\$1,000,000	\$500,000	SIR			
Ref #	Description				Coverage Code	Form No.	Edition Date
D	Cyber/PL/TechE&O - Pol# NRO30018238502 - 4/15/24- 4/15/25				CYB-PL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
\$5,000,000	\$5,000,000 Agg		\$2,000,000	SIR			
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
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