CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484

MELINDA A CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

JUNE 16, 2022
ITB: 22-34

TO:	Prospective Bidders
INVITATION FOR BID NUMBER:	22-34 (A complete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	**PRINTERS, PC SOFTWARE AND RELATED ITEMS**
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Melinda A Cunningham, Senior Buyer Purchasing Division 710 North 20th Street, P-100 City Hall Birmingham, AL 35203-2227

*****IMPORTANT SOLICITATION DATES*****

BID DUE DATE:	**BID OPENING DATE:**
JULY 7, 2022 BY 5:00 PM (CENTRAL STANDARD TIME)	**JULY 8, 2022 AT 10:00 AM (CENTRAL STANDARD TIME)**

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled Employment & Bidding, then click on Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.

BID OPENING WILL BE HELD AT:
Purchasing Division
P-100 City Hall
710 North 20th Street
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions **must** be e-mailed to Melinda A. Cunningham @ melinda.cunningham@birminghamal.gov.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) submitted after the "Bid Opening Due Date" may not be considered.**

The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

Released by:

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INVITATION TO BID – ***Continued***

Sealed bids marked "**PRINTERS, PC SOFTWARE AND RELATED ITEMS"** will be received by the Purchasing Agent, P-100 First Floor of City Hall, 710 North 20th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00PM Central Time (standard or daylight savings time, as applicable) on **THURSDAY, JULY 7, 2022**. **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 10:00AM on FRIDAY, JULY 8, 2022.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

The City has resumed having public bid openings and if you plan to attend in person, we ask that you wear a mask. You may also participate virtually via WebEx. Login information can be found on the City's website at www.birminghamal.gov (click on the link titled **Work** then click on **Bidding Opportunities**).

TELEGRAPHIC/ELECTRONIC BID RESPONSES
Bid responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

INTERPRETATION and ADDENDA
Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK
It is required for any contract exceeding $10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond in the amount of $1,000.00 payable to the City of Birmingham. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.
All bids are to be submitted on the bid form provided delivered F.O. B. City of Birmingham, Birmingham, AL 35203.

Bids must be submitted in a sealed envelope marked **ITB# 22-34 "PRINTERS, PC SOFTWARE AND RELATED ITEMS", 5:00 PM, THURSDAY, JULY 7, 2022.** Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

Birmingham News 06/22/2022

Edward Williams, Assistant Purchasing Agent

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INVITATION TO BID – *Continued*

GENERAL

The City of Birmingham is seeking bids for an annual contract for the supply of various printers, personal computer, server and software/SAAS and related items. The basis of the bid shall consist primarily of all line items available from selected manufacturers which the City may require. Items excluded from this bid are the standard personal computer workstations, laptops and network file servers currently under contract with Dell and Hewlett Packard Enterprise. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis.

CONTACT

Questions regarding procurement should be addressed in writing to Melinda Cunningham, Purchasing Division, either by fax, (205) 254-2484, or by email, melinda.cunningham@ birminghamal.gov between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday.

Questions regarding technical aspects should be addressed in writing to Darryl Burroughs, Deputy Director IMS Infrastructure Operations, IMS Department, by email, darryl.burroughs@birminghamal.gov between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday.

FORM W-9

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

BUSINESS LICENSE

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. A copy of his/her license may be submitted along with his/her bid. In the event you receive a notification of intent to award letter, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

A certified check, cashier's check or acceptable bid bond, in the name of the bidder and made payable to the City of Birmingham in the amount of $1,000.00 must accompany your bid. Bid bond checks will be returned to all unsuccessful bidders after formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

E-VERIFY

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

CONFIDENTIALITY

Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

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INVITATION TO BID – *Continued*

SPECIFICATIONS

The City of Birmingham is seeking bids for an annual contract for the supply of various printers, personal computer software and related items. The basis of the bid shall consist primarily of all line items available from selected manufacturers which the City may require. Items excluded from this bid are the standard personal computer workstations, laptops and network file servers currently under contract for Dell and Hewlett Packard equipment.

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the City of Birmingham's intended use. Proprietary specifications may be waived for functional equivalents offered and approved by The City of Birmingham IMS Department designee.

Proprietary specifications may be waived for functional equivalents offered. Functional equivalents are subject to the approval of the Information Management Services Department.

REQUIREMENTS

- Each bidder is to select a single source data base to use for the purpose of this bid and contract if awarded. The data base must be a web base, internet, large, comprehensive, readily accessible data base such as Ingram Micro, Tech Data, D & H Services, or any other similar and/or comparable product listing data base. The data base selected must have as a minimum the following manufacturers: Microsoft, Adobe, Cisco, Lexmark, Citizen, Hewlett Packard and Panasonic. However, the City is not limited to only these manufacturers. Any and all manufacturers listed in the data base are available to the City at the same cost plus % markup, terms and conditions as the manufacturers listed.

- This bid is to be structured on a cost plus a percentage markup basis. Cost is defined to be the exact price paid by the bidder for the products offered. The percentage markup is defined to be a single percentage rate (Example: 5%), as listed by the bidder in the place provided on the bid form, which will apply to all the items offered. The percentage markup shall include the bidder's profit, shipping and handling costs, overhead, and any and all other items of cost the bidder may incur during transactions with the City. The City will not pay any additional charges for routine orders and shipments. The City may pay for express shipping charges if they are authorized by the City in advance of the shipment. The bidder must provide on-line ordering capabilities at no additional charge. System must require a purchase order number be entered before an order is formally processed for the City. Bidder is to provide the City the ability to access the system for product information, order status, pricing information, provide the ability for the City to initiate and generate a quotation for any item(s) which will automatically freeze the price shown for a period of 30 days to allow the City to complete internal procedures required to generate an order for that material, plus any other commonly available features and functions of the system in addition to on-line ordering capability.

- The proposed contract shall extend for a minimum time frame of one (1) year, with a month to month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial contract year or during any extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract.

- Bidder must be a certified seller for Microsoft and Cisco.

- Bidder must be able to provide to the City of Birmingham documentation that will verify the bidder's cost as listed on the bid form for the specific items bid.

- Bidder may use screen print of items bid which will show the cost as bid on the day the bid was prepared, may print quotation form of items bid as long as bidder's cost is shown, or any other method that would verify the bidder's cost as shown in the single source data base selected for use in preparation of this bid.

INVITATION TO BID – *Continued*

REQUIREMENTS *Continued*

- Bidder shall also be willing and able within forty-eight hours of notification to setup access to the online data base used in bid preparation for the City of Birmingham as part of the bid evaluation process. City must be able to gain access online to the data base for viewing purposes only to verify available manufacturers, product lines, line items, and pricing structure as bid. City prefers to be able to view bidder's cost plus actual City cost based on percentage mark-up to vendor's cost bid for any item contained in the data base. City will have an interest in seeing how the price bid for the specific items listed on the bid form compares to price as shown online at time of evaluation. The documented price on the bid form and the online price at time of evaluation should be the same for the majority of the items bid - some price deviation is expected and acceptable unless excessively broad ranges of pricing are discovered, and a satisfactory explanation is not available.

- Bidder must provide a written certification with his bid to the effect that online access provided to the City reflects the true and accurate cost of the bidder for each item and that this is the cost that would apply at the specific time accessed to any / all transactions by any of the bidder's customer at any point in time during the life of the contract; and that the online access is not to some specially calculated data base designed to falsely reflect an artificially established higher cost than true bidder's cost for the purpose of increasing the profit margin above that which was intended by this specification.

- Bidder may not artificially increase product cost at any point during the life of the contract. Any price increases must be as a direct increase in the cost of the product from the manufacturer/supplier.

- Bidder must be able to adequately document this fact for any increase in cost during the life of the contract.

- Bidder may not increase the amount shown as his cost to reflect an increase in overhead or increase in profit margin - these items are covered by the percentage markup bid to the bidder's actual cost. That percentage markup amount cannot change during the life of the contract.

- The bidder must provide means for the City to audit the cost of the products purchased during the life of the contract. The City must have, as a minimum, the ability to audit any items purchased for a period of three (3) months from the date of shipment of any item to the City of Birmingham.

- Bidder must state in detail the proposed means for such audits by the City. City reserves the right to negotiate this process if deemed necessary.

- All equipment must be new: no used or refurbished material will be considered. All equipment must be warranted by the selected vendor for the longest of one (1) year from date of installation or (2) manufacturer's warranty period. The selected vendor will supply complete documentation. Equipment registration forms will be supplied where appropriate. All equipment must be deliverable within thirty (30) calendar days after receiving order.

- Bidder should mark any information it considers proprietary as such and the City shall restrict public access to it if appropriate. The City will consider information listed on the bid form public information. The City must be able to verify the basis of the bid as it is submitted by each bidder.

- The quantities on the bid form are estimated usage quantities only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

TAX

The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

THIRD-PARTY "REMIT-TO"
If bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. The City of Birmingham will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the Bidder change payment processing companies after a payment has been mailed or without forty-five (45) days written notification to the Purchasing and General Accounting divisions of the City of Birmingham.

INVOICING
All invoices must agree with the purchase order in description and price and include the following information:

1.) Purchase Order Number
2.) Ship to Department Name and Address
3.) In order to ensure prompt payment, ALL *ORIGINAL INVOICES must be sent to the address indicated on purchase order.

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the vendor.**

PAYMENT TERMS
The City's standard payment terms are net 30 days from acceptance. Exceptions may be allowed for discounted early payments, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

DELIVERY
Will be to various locations in the City of Birmingham as indicated on purchase order.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

The City has limited storage space, so timely delivery shall be a consideration.

AWARD
Contract will be awarded to the lowest, most responsive and responsible bidder who meets all bid requirements and has a history of successfully providing like products.

Bids may be solicited for any product included in this contract where an immediate emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

CONTRACT AWARD
The contract shall become effective from the date in the Notification of Award letter which will be mailed to the successful vendor. Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

SINGLE BID
If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-A of the Alabama Code. The bid will be opened, but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

NEGOTIATIONS

The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal, contingent upon Council approval.

PURCHASE ORDERS

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements").

These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Vendor must have a purchase order from the City of Birmingham stating the specific address for each structure to be rehabilitated before starting any work under this contract. Any work started by the vendor prior to receipt of a purchase order is at the vendor's own risk and expense. The City will not pay for any work unless a purchase order was issued before the work was initiated.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

Bids may be solicited for the product included in this contract where an immediate/emergency need exists including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

ADDITIONAL PURCHASES

If mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes.

QUANTITIES

The quantities on the Bid Form are **estimated annual usages for evaluation purposes only**. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

REDUCTION IN COST

Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful bidder.

INVITATION TO BID – *Continued*

PRICES
Include all labor, materials, equipment, overhead and profit to complete projects as specified. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction. All such costs are to be included in the price bid for each project. City will not pay any additional items of cost listed separately.

PRE-PAYMENTS
No prepayments of any kind will be made prior to shipment.

CANCELLATION
The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Failure to deliver as specified and in accordance with the bid submitted will constitute sufficient grounds for cancellation.

TERMINATION OF CONTRACT
Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor" This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City

NON-RESPONSIVE BIDDER
Three (3) failures by a vendor in a twelve (12) month period to complete awarded projects within the stated completion time frame will force the City to determine the vendor to be a non-responsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

INSURANCE
The successful party shall carry general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than $100,000.00 for each occurrence and shall include, but not limited to, personal injury, property damage, vandalism, property loss and theft.

The successful party shall also carry automobile liability insurance with limits of not less than $100,000.00 bodily injury per occurrence, $100,000.00 property damage or combined single limit of $100,000.00. Party shall carry Workman's Compensation coverage in an amount adequate to comply with statutory requirements.

Such policies shall name the City of Birmingham as an additional insured and shall contain an endorsement providing that the City will be given not less than thirty (30) day notice in writing prior to cancellation or change of coverage provided by said policies.

Insurance shall be through companies authorized to do business in the State of Alabama. Certificate of insurance must be presented to the City within ten (10) days of notice of award and prior to commencement of any work. Successful party is required to include the bid proposal number on the evidence of insurance document.

Policies that state the company will endeavor to provide thirty (30) day notice prior to cancellation or change of coverage, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives are not acceptable. Insurance shall be through companies authorized to do business in the State of Alabama with a B+ rating or better according to the most current edition of Best's Insurance Reports. Party is to provide written documentation of the company's rating with the proposal.

HOLD HARMLESS AND INDEMNIFICATION

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.

QUALIFICATIONS

Bids will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to The City of Birmingham.

NON-COLLUSION

Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

CONFLICT OF INTEREST

Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

NON- DISCRIMINATION POLICY

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, sex, gender identity, sexual orientation, disability, familial status, or national origin in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations which may result in its termination or such other remedy as the City deems appropriate.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

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EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

JUNE 16, 2022
ITB: 22-34

INVITATION TO BID – *Continued*

PROHIBITION AGAINST BOYCOTTING
By signing this contract the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

GOVERNING LAW/DISPUTE RESOLUTION
Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9
Vendor shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

LAWS, PERMITS
The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

GENERAL
The City of Birmingham expressly reserves the right to reject any or all bids, or parts of bids, or to re-bid and to make the award or awards as the best interest of The City of Birmingham appears.

GUARANTEE
Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of Community Development Department and The City of Birmingham Finance Purchasing Division and its agent.

Melinda A Cunningham
Senior Buyer

CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484

MELINDA A CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

JUNE 16, 2022
ITB: 22-34

BID FORM

In order for any bid award to be considered your bid must be accompanied by an acceptable bid bond, certified check or cashier's check in the amount of $1,000.00.

Submitted below is my firm bid for **PRINTERS, PC SOFTWARE AND RELATED ITEMS** for a period of one (1) year, in accordance with your invitation to bid and specifications dated JUNE 16, 2022. Prices are F.O.B. Birmingham, Alabama delivered and are in exact accordance with specifications except as listed below.

GROUP I: NETWORK

LINE NO	DESCRIPTION	APPROX QTY	MFR NAME & PART NO	PRICE	EXTENDED PRICE
1	Cisco UC IP Phone 8811, Part Number CP-8841-K9 *or approved equal*	100		$	$
2	Cisco UC IP Phone 8851, P/N CP-8851-K9 *or approved equal*	100		$	$
3	Catalyst 9300 1U RM Network Essentials L3 Managed Switch / 8GB RAM / 16GB Flash / 48xGbE PoE+ / 715W PS / IOSU Cisco, Part Number C9300-48P-E *or approved equal*	10		$	$
4	Catalyst 3850 24-Port POE LAN Base Cisco, Part Number WS-C3750X-24P-L *or approved equal*	10		$	$
5	Catalyst 3850 48-Port POE LAN Base Cisco, Part Number WS-C3850-48P-L *or approved equal*	100		$	$
				GROUP I TOTAL	**$**

GROUP II: SOFTWARE

LINE NO	DESCRIPTION	APPROX QTY	MFR NAME & PART NO	PRICE	EXTENDED PRICE
6	Adobe Acrobat Pro 2021, Part Number 65324394AF01A00 *or approved equal*	15		$	$
7	Office Home and Business , Part Number TD-03518 *or approved equal*	10		$	$
				GROUP II TOTAL	**$**

NAME OF COMPANY _____

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BID FORM ***Continued***

GROUP III: PRINTER

LINE NO	DESCRIPTION	APPROX QTY	MFR NAME & PART NO	PRICE	EXTENDED PRICE
8	HP LaserJet M209dw Printer, SKU# 6GW62F#BGJ *or approved equal*	50		$	$
9	HP LaserJet Pro 3001dw, SKU# 3G650F#BGJ *or approved equal*	4		$	$
10	HP OfficeJet 9020 All In One, SKU# 1MR78A#B1H *or approved equal*	20		$	$
11	LaserJet Pro Enterprise M608n Printer, Part Number K0Q17A#BGJ *or approved equal*	8		$	$
12	Color LaserJet Pro M452DN, Part Number CF369ABFJ *or approved equal*	10		$	$
13	Fujitsu fi-7160 Color Doc/Duplex Scanner, Part Number PA03670-B085 *or approved equal*	8		$	$
14	Epson Perfection V850 Photo Scanner, Part Number B11B224201 *or approved equal*	20		$	$
				GROUP III TOTAL	**$**

GROUP IV: MISCELLANEOUS

LINE NO	DESCRIPTION	APPROX QTY	MFR NAME & PART NO	PRICE	EXTENDED PRICE
15	Canon Ivy Cliq+2 Instant Camera, Part Number 4519C005 *or approved equal*	10		$	$
16	Wireless Display Adapter, Black, Part Number P3Q0001 *or approved equal*	10		$	$
17	PS2 to USB Adapter (F-M), Part Number 27277 *or approved equal*	10		$	$
18	Smart-UPS (Networkable) , Part Number SMT1500RM2UC AP9641 *or approved equal*	10		$	$
19	55" HD LED-LCD, Part Number HG55RU750NFXZA *or approved equal*	10		$	$
20	Full Motion Wall Mount for 37" to 70" Flat Screen Display, TVs, Monitors TrippLite, Part Number DWM3770X *or approved equal*	10		$	$

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BID FORM ***Continued***

GROUP IV: MISCELLANEOUS ***Continued***

LINE NO	DESCRIPTION	APPROX QTY	MFR NAME & PART NO	PRICE	EXTENDED PRICE
21	Toughbook 33 Core 157300U 2.6GHz/12" QHD MT/W10P Panasonic Personal Computer Corp, Part Number CF33SZ-0GVM *or approved equal*	25		$	$
				GROUP IV TOTAL	$

GRAND TOTAL (GROUPS I, II, III, IV): **$**_____

PERCENT MARKUP: _____**%**

MAXIMUM DISCOUNT:

Guaranteed discount if bid is renewed for 2nd year: _____%

Guaranteed discount if bid is renewed for 3rd year: _____%

NAME OF YOUR COMPANY _____

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SIGNATURE PAGE

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority – and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

_____
_____
_____

Bidder acknowledges receipt of _____ addenda
(Addenda numbers)

This page must be returned with bid.

DUNS # _____

Date of Bid	Name (Print legibly or Type)
Company	Title
Street Address	Signature
City State Zip	Tax ID Number
Post Office Box	E-Mail Address
City State Zip	Telephone Number
Terms of Payment	Fax Number
Delivery Date	Cell Phone

IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID. INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. **BID AWARD NOTICE ADDRESS** _____
2. **PURCHASE ORDER ADDRESS** _____
3. **REMITTANCE ADDRESS (and name if different than above)** _____

_____
_____
_____

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NOTARIZED AFFIDAVIT AND WARRANTY:

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid or to refrain from making a bid; and that bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Birmingham in awarding rehabilitation of houses under the critical repair grant program, and everything contained herein is warranted by the bidder to be true.

_____
DATE

_____
NAME OF COMPANY

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

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CERTIFICATION REGARDING SUSPENSIONS AND OTHER RESPONSIBILITY MATTERS
(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

(a) [ ] Are [ ] are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) [ ] Have [ ] have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

(c) [ ] Are [ ] are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and

(d) [ ] Have [ ] have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

All organizations responding to solicitations must provide their nine digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions which do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification https://www.sam.gov/portal/SAM/#1 Companies that do not have a DUNS number may visit https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements for more information. *The City of Birmingham does not provide DUNS numbers.*

_____ _____
Vendor Authorized Signature Date

_____ _____
Typed or Printed Name Bid No.

_____
DUNS Number

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DEBARMENT

BIDDERS ARE NOT ALLOWED TO PLACE CLEARED MATERIAL, MAN-MADE DEBRIS OR JUNK OUT FOR THE PUBLIC WORKS DEPARTMENT TO PICK UP. Bidders are required to provide proof of the number of loads they dumped at an authorized landfill. This proof must be provided along with contractor's invoice for payment.

Any bidder determined to be dumping or disposing of debris in an illegal manner from any demolition or construction site or maintaining any unauthorized solid waste landfill or dump in violation of federal or state law, Alabama Department of Environmental Management Regulations or City of Birmingham Ordinances will be declared a non-responsible and forfeit all rights to any existing city contracts and will not be considered for future awards for thirty-six (36) months from the date of determination.

_____ _____
AUTHORIZED SIGNATURE TITLE

_____ _____
PRINTED NAME DATE

_____ I am unable to certify to the above statements.