


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

**ARTELIA C. MACON, PRINCIPAL BUYER  
CARMEN JONES, PURCHASING AGENT**

**NOVEMBER 3, 2022  
ITB: 23-17**

<b>TO:</b>	Prospective Bidders
<b>INVITATION TO BID NUMBER:</b>	<b>Bid #22-17 (A complete copy can be downloaded at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a>)</b>
<b>SEPARATE SEALED BIDS FOR:</b>	<b>GENERAL OFFICE SUPPLIES</b>
<b>INVITATION TO BID RESPONSES WILL BE RECEIVED BY:</b>	Artelia C. Macon, Principal Buyer Purchasing Division 710 North 20 <sup>th</sup> Street, P-100 City Hall Birmingham, AL 35203-2227
<b>***IMPORTANT SOLICITATION DATES***</b>	
<b>BID DUE DATE:</b>	<b>BID OPENING DATE:</b>
<b>November 21, 2022 by 5:00 PM (Central Standard Time)</b>	<b>November 22, 2022 at 10:00 AM (Central Standard Time)</b>
<p><b>Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a> (go to link titled Work, then click Bidding Opportunities). Interested bidders can also contact the Purchasing Office at (205) 254-2265 and request a copy be mailed to you.</b></p> <p align="center">BID OPENING WILL BE HELD AT: Purchasing Division P-100 City Hall 710 North 20<sup>th</sup> Street Birmingham, AL 35203-2227</p>	
<b><u>TELEPHONE INQUIRIES – NOT ACCEPTED</u></b>	
Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions <b>must</b> be e-mailed to Artelia Macon at <a href="mailto:artelia.macon@birminghamal.gov">artelia.macon@birminghamal.gov</a> .	
Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. <b>Any submission modification(s) submitted after the “Bid Opening Due Date” may not be considered.</b>	
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.	
<b>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.</b>	
PUBLISHED: B.N. 11/06/2022	
RELEASED BY:	
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**INVITATION TO BID (CONT'D)**

Sealed bids marked “**General Office Supplies**”, will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20<sup>th</sup> Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **MONDAY, NOVEMBER 21, 2022**. **Bids submitted after these dates and times will not be considered.**

**Bids will be publicly opened at 10:00 a.m. on TUESDAY, NOVEMBER 22, 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.

**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.

**TERM OF CONTRACT**

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the General City Code for the City of Birmingham, the proposed contract shall be in effect for a minimum of one (1) year.

**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 payable to the City of Birmingham. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond or check in the amount of \$1,000.00. 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.

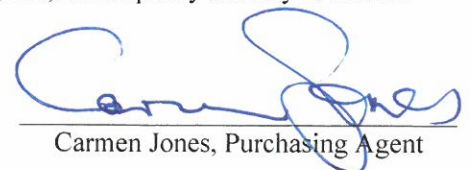
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy 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 and all bids are to be f.o.b. Birmingham, Alabama delivered.

The City reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked “**GENERAL OFFICE SUPPLIES, 5:00 P.M., 11/21/2022.**” 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.

  
Carmen Jones, Purchasing Agent



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**INVITATION TO BID (CONT'D)**

**GENERAL**

The City of Birmingham is seeking bids for an annual contract for general office supplies. The basis of the bid shall consist primarily of all office supply items which the City may require during the life of the contract. Items excluded from this bid are furniture, janitorial supplies and paper items currently under contract, computer hardware, copiers, fax machines, toner cartridges and ribbons. The City intends to award to the lowest priced, responsible, responsive bidder on a total lot basis.

The proposed contract consists of core and non-core list for which the bidder is to bid a firm unit price for each item in that section I and discount percentage off list price section II. Bidder shall bid all items in each section. Bidder must bid the brand/manufacturer listed or equal. The bid price shall be firm for the initial 12 months of the contract.

**PRICING ESCALATION/DE-ESCALATION**

The City of Birmingham may take into consideration an Economic Price Adjustment. All prices offered shall be firm against any increase for twelve (12) months from the effective date of the contract. Sixty (60) days prior to renewal, the City of Birmingham may entertain a request for escalation in accordance with the most recently published consumer price index. Each successive renewal option will be treated in the same manner. the City of Birmingham reserves the right to accept, reject, or negotiate the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase. This clause also enables the City of Birmingham to seek de-escalation on the same terms.

**Bidders are required to provide an additional two (2) copies of their original bid with their package.**

**CONTACT**

Questions in regards to procurement should be address in writing to Artelia Macon, Purchasing Division, either by fax, (205) 254-2484, or by email, [artelia.macon@birminghamal.gov](mailto:artelia.macon@birminghamal.gov) between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

In an effort to decrease the spread of COVID-19, bid openings will be held virtually via WebEx. Login information can be found on the City's website at [www.birminghamal.gov](http://www.birminghamal.gov) (go to link titled **Work**, then click on **Bidding Opportunities**).

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 responsive or responsible bidder.

**AWARD**

The contract shall become effective from the date noted in the Notification of Award letter which will be mailed to the successful bidder. Items will be awarded on an all or none basis.

**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.

Bids may be solicited for products included in this contract such as where 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.

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**INVITATION TO BID (CONT'D)**

**SCOPE**

The purpose and intent of this invitation to bid is select a responsible Contractors for the purchase of General Office Supplies using a catalog or manufacturer's discount approach. General office supplies include, but are not limited to: **badges, binders, calendars, correction fluids, calculators, letter openers, sticky notes, pencils, pens, file folders, dividers, pocket folders, rulers, scissors, desk accessories, planners, binder clips, adding machine tape, file indexes, hole punchers, wrist rests, mouse pads, steno pads and legal pads.**

**REQUIREMENTS**

Unless otherwise requested, the items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. The successful bidder shall make any replacements immediately upon receiving notice from the City.

1. Vendors with Local service will be a requirement. Local service shall be defined as within a fifty-mile radius.
2. Bidder must be licensed to do business in the State of Alabama. Documentation must accompany bid response.
3. Minimum of three (3) years experience preferred.
4. Bidder must be financially stable, demonstrated and documented by a certified financial statement. **Bidder must provide a copy of last audited financial statement upon request.**
5. Bidder must provide a list of three (3) references where they have provided general office supplies of same size and scope as listed herein located in the State of Alabama. Must include company name, address, contact name, position of contact person and telephone number.
6. Items are to be furnished on an as needed basis during the life of this contract.
7. Bidder is to provide exchange and refund policy.
8. Provide an electronic CD with all core list items.
9. Provide a hard copy net pricer of all catalog items showing manufacturer list price, selling price and percentage discounted from full line catalog.
10. Include the number of items from full-line catalog to which your discount applies.
11. Discrepancies must be handled promptly (within 7-days on incorrect delivery and within 30-days for invoicing errors/problems).
12. Vendor must be able to quote on brand name listed or a quality product commensurate with the item specified. Substitutions must be approved by Artelia Macon, Principal Buyer / Purchasing Division prior to delivery. Vendor must list the item number and manufacturer number of all items that are substituted.
13. Vendor must provide the percentage of discount for all core items and all items in its catalog. Discount must be given on core items and a separate discount for non-core items listed in the full-line catalog.
14. As part of the contract, the awarded Vendor must allow the City of Birmingham access to an online catalog displaying from the Core and Non-core Lists with the contract pricing.
15. Successful vendor will be required on an annual basis to conduct in-house instructions and overview of the terms and conditions of this contract including the distribution of current catalog and core list catalog.



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**INVITATION TO BID (CONT'D)**

**REQUIREMENTS (CONT'D)**

16. Unit prices shall be firm for the initial annual term of contract. Prices must be firm for one (1) year period with the option to renew 2 additional years annually and must include transportation, freight, inside delivery, handling, packaging, and service charges and fuel surcharges. In the event of a general price reduction, the City will receive the benefit of such reduction on any undelivered portion of contract.
17. Unit price shown on purchase order and price on vendor's invoice must match in order to be processed for payment. Therefore, vendor must notify the City's Purchasing Division of pricing errors within eight hours of receipt of purchase order.
18. Vendor must, on a quarterly basis (minimum), monitor order history for the City and submit to the City a listing of duplicate items that have been ordered in different units of measure (i.e. each, dozen, package of 2, 4, 6, 8 or 12, etc.) then show the unit of measure or packaging that will produce the best value for the dollar.
19. Vendor must have a liberal return policy. Please include return policy in your response.
20. Vendor must be capable of furnishing, at no charge, catalogs as follows: complete product line catalog, custom catalog. (Core items only)
21. Order placement shall be via facsimile, Internet or 800 toll free numbers. If Internet ordering is provided, it must be real-time. Also, any software and/or modem required to access successful bidder's Internet site must be furnished at no charge to the City.
22. Vendor must furnish, within three (3) days, notification of discontinued products with recommendation for replacement item. Notification must include the complete description of the item, item/sku number, and any other pertinent information to assist the City with proper identification of commodity.
23. At the end of each contract period, vendor must document the percentage ratio of core items versus non-core items purchased by the City of Birmingham.

Proof of satisfactory performance in a contract of comparable size and complexity within the last three (3) years will be required prior to award. Bidders must be operating an office/warehouse in Jefferson County or any county contiguous to Jefferson County, its primary business being the sale of office supplies.

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

All bidders must include on the attached bid form the name, address and phone number of a point of contact that the City can call to resolve any problems that may arise. The individual's name provided must have authority to resolve or have access to person who can resolve the problem. The successful vendor must also provide two hundred-fifty (250) copies of the latest S. P. Richards or Essendant, Inc. catalog as soon as possible after award so they can be distributed to all departments who will be requesting office supplies.

All bids submitted are to be considered as a delivered price to the City of Birmingham. Delivery location will be specified on individual purchase orders and there are approximately 90 delivery locations (additional locations may be added at a later date). Any bid that imposes a service fee, and/or reversal of freight charges 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.

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 future bids submitted by the vendor for a period of time to be determined by the City.

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**INVITATION TO BID (CONT'D)**

**INSURANCE REQUIREMENTS**

**Liability Insurance:** For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$500,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$500,000.00 bodily injury per occurrence, \$500,000.00 property damage or combined single limit of \$500,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (23-17) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

**City Additional Named Insured:** Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

**Policies Primary:** All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

**Waiver of Subrogation:** Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

**Proof of Coverage:** Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

**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 to renewal for two additional 1-year terms, contingent upon Council approval. **The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.**

**AWARD**

The contract shall become effective from the date noted in the Notification of Award letter which will be mailed to the successful bidder. Items will be awarded on an all or none basis.



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**INVITATION TO BID (CONT'D)**

**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. 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. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama 40-12-222.) For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by the State of Alabama Code, Section 41-16-50, in determining the low bidder.

**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.

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.

**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.

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

**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.

**PRICES**

Include transportation (including fuel surcharge, if applicable).

**ADDITIONAL PURCHASES**

The City has attempted to list all items for "GENERAL OFFICE SUPPLIES" required during the term of the contract, 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 shown on the bid form are estimated initial purchase 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.

**PRE-PAYMENTS**

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

**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.

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**INVITATION TO BID (CONT'D)**

**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.**

**NON- DISCRIMINATION POLICY**

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex 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.

**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.

**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.

**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.



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710 NORTH 20<sup>TH</sup> STREET, P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**ARTELIA C. MACON, PRINCIPAL BUYER  
CARMEN JONES, PURCHASING AGENT**

**NOVEMBER 3, 2022  
ITB: 23-17**

**INVITATION TO BID (CONT'D)**

**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, hereinafter (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).

**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.

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.

**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.

**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.

**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.

**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 purchased and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Birmingham Finance Purchasing Division and its agent.

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**INVITATION TO BID (CONT'D)**

**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.

**CERTIFIED CHECK/BID BOND/CASHIER'S CHECK**

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

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.

**TERMS OF PAYMENT**

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

**TELEGRAPHIC/ELECTRONIC BID RESPONSES**

Proposal 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.

**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.

**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.**

**Any questions concerning these specifications should be addressed to Purchasing Division, Artelia Macon, phone (205) 254-2265, fax, (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.**

**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.



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**NOVEMBER 3, 2022**  
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**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. BIDS SUBMITTED WITHOUT ONE WILL NOT BE ACCEPTED.**

Submitted below is my firm bid for office supplies, for the City of Birmingham, in accordance with the invitation to bid and specifications dated November 3, 2022. I understand that my company's address as I have furnished on this bid form, is the address that will be used by the City for any and all correspondence with me unless and until the City is notified in writing of a change. Prices quoted are f.o.b. Birmingham, AL. delivered and I am bidding in accordance with specifications except as listed below.

(Bidder must use this form. Fill in all spaces.)

**CORE LIST**

#	Description	Qty.	Unit Price	UOM	Extended Price
1	Binder, 1" Capacity, 8 1/2" x 11, 3 Rings, Red, Mfg. #AVE79170	24	\$	/ea.	\$
2	Binder, 2" Capacity, 8 1/2" x 11, 3 Rings, Red, Mfg. #AVE79225	24	\$	/ea.	\$
3	Binder, 3" Capacity, 8 1/2" x 11, 3 Rings, Red, Mfg. #AVE79325	12	\$	/ea.	\$
4	Binder, 4" Capacity, 8 1/2" x 11, 3 Rings, Red, Mfg. #AVE79326	12	\$	/ea.	\$
5	Binder, 1" Capacity, 8 1/2" x 11, 3 Rings, Black, Mfg. #AVE17011	60	\$	/ea.	\$
6	Binder, 2" Capacity, 8 1/2" x 11, 3 Rings, Black, Mfg. #AVE17031	72	\$	/ea.	\$
7	Binder, 3" Capacity, 8 1/2" x 11, 3 Rings, Black, Mfg. #AVE79693	36	\$	/ea.	\$
8	Binder, 4" Capacity, 8 1/2" x 11, 3 Rings, Black, Mfg. #AVE79604	24	\$	/ea.	\$
9	Binder, 1" Capacity, 8 1/2" x 11, 3 Rings, White, Mfg. #AVE17012	36	\$	/ea.	\$
10	Binder, 2" Capacity, 8 1/2" x 11, 3 Rings, White, Mfg. #AVE17032	48	\$	/ea.	\$
11	Binder, 3" Capacity, 8 1/2" x 11, 3 Rings, White, Mfg. #AVE79193	36	\$	/ea.	\$
12	Binder, 4" Capacity, 8 1/2" x 11, 3 Rings, White, Mfg. #AVE09801	24	\$	/ea.	\$
13	Binder, post, sectional, canvas, green, 8 1/2" x 14", 2 3/4" center, Mfg. #WLJ27831	12	\$	/ea.	\$
14	Book, account, black/burgundy, 14 1/4" x 8 3/4", Mfg. #RED57131	10	\$	/ea.	\$
15	Calendar, desk pad, 22" x 17", Mfg. #AAGSK2400 (YEARLY)	350	\$	/ea.	\$
16	Calendar, desk-refill, 3 1/2" x 6", Mfg. #AAGE71750 (YEARLY)	70	\$	/ea.	\$
17	Calendar, daily appt., 5" x 8", Mfg. #HOD28802 (YEARLY)	30	\$	/ea.	\$
18	Calendar, desk base, loose-leaf refill, 3 1/2" x 6", Black, Mfg. AAGE1700	12	\$	/ea.	\$
19	Clamps ideal, large #1, box of 12, silver, metal, smooth, Mfg. ACC72610	38	\$	/box	\$
20	Clamps ideal, small #2, box of 50, silver, metal, smooth, Mfg. ACC72620	40	\$	/box	\$
21	Clipboard, arch, 2" capacity, letter size, 8 1/2" x 12", brown, Mfg. #SAU05712	25	\$	/ea.	\$
22	Clipboard, arch, 2" capacity, letter size, 9" x 12 1/2", brown, Mfg. #OIC83140	25	\$	/ea.	\$
23	Clips, binder 1 1/4" wide, 5/8" medium, Mfg. #ACC72050	400	\$	/box	\$
24	Clips, binder 2" wide, 1" large, Mfg. #ACC72100	180	\$	/box	\$
25	Clips, binder 3/4" wide, 3/8" small, Mfg. #ACC72020	470	\$	/box	\$
26	Clips, binder 1/2" wide, 1/4" mini, Mfg. #ACC72010	160	\$	/box	\$

Name of your Company \_\_\_\_\_

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**BID FORM (CONT'D)**

**CORE LIST (CONT'D)**

#	Description	Qty.	Unit Price	UOM	Extended Price
27	Clips, gem, #1 regular, 10 pk, Mfg. #ACC72360	200	\$	/pk	\$
28	Clips, gem, jumbo, 10 pk, Mfg. #ACC72500	100	\$	/pk	\$
29	Disks, standard CD-R media spindle, 700MB/80 minutes, 48x pack of 100, Mfg. #MAX648200	25	\$	/pk	\$
30	Disks, standard CD-R media spindle, 700MB/80 minutes, 48x pack of 50, Mfg. #MAX648250	25	\$	/pk	\$
31	Disks, standard CD-R media spindle, 700MB/80 minutes, 52x pack of 50, Mfg. #VER94691	100	\$	/pk	\$
32	Disks, standard CD-R media with slim jewel cases, 700MB, pack of 10, Mfg. #MAX648210	25	\$	/pk	\$
33	Disk, case, slim jewel CD/DVD, color, pack of 10, Mfg.# IVR81910	25	\$	/pk	\$
34	Disk, envelope, 5" x 5", CD/DVD, white, box of 100, Mfg. #QUA62903	40	\$	/bx	\$
35	Disk, DVD-RW 4X, 4.7 GB, pack of 25, Mfg. # IVR46848	25	\$	/pk	\$
36	Disk, DVD-R 16X, 4.7 GB, pack of 50, Mfg. # MAX638011	60	\$	/pk	\$
37	Disk, DVD+R 16X, 4.7 GB, 120 min, pack of 100, Mfg. # VER95098	25	\$	/pk	\$
38	Dispenser, Tape 3M Scotch , C-38, 1" core, Mfg. #MMMMC38BK	75	\$	/ea	\$
39	Duster, compressed air, 10 oz., Mfg. #REARR3700	75	\$	/can	\$
40	Envelope, clasp/gummed, 10" x 15", brown kraft, 100/bx, Mfg. # QUA37898	65	\$	/box	\$
41	Envelope, clasp/gummed, 9" x 12", brown kraft, 100/bx, Mfg. #QUA37890	50	\$	/box	\$
42	Envelope, gummed, 9 1/2" x 12 1/2", brown kraft, 250/bx, Mfg. #UNV42165	50	\$	/box	\$
43	Envelope, gummed, 3" x 5 1/2", brown kraft, 500/bx, Mfg. #QUA50562	50	\$	/box	\$
44	Envelope, #10, window, 4.13" x 9.5", white, 500/bx, Mfg. #UNV35211	50	\$	/box	\$
45	Envelope, #10, regular, 4.13" x 9.5", white, 500/bx, Mfg. #UNV35210	50	\$	/box	\$
46	File, desk, A-Z index, letter size, pressboard, navy blue, letter size, Mfg. #SMD89282	20	\$	/ea	\$
47	File, insertable tab index divider, letter size, clear, 8/set, Mfg. #AVE11468	25	\$	/set	\$
48	Fluid, Liquid Paper, correction, white, multi-purpose, 20ml, Mfg. #BICWOC12WE	200	\$	/btl	\$

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**BID FORM (CONT'D)**

**CORE LIST (CONT'D)**

#	Description	Qty.	Unit Price	UOM	Extended Price
49	Film, correction, .2" x 28', white, tape, Mfg. #PAP660415	50	\$	/ea	\$
50	Film, correction, 5mm x 6 mm, white, tape, Mfg. #ITA60032	50	\$	/ea	\$
51	Film, correction, .17" x 472", white, tape, pack of 18, Mfg. #BICWOTAP18	50	\$	/pk	\$
52	Fluid, Liquid Paper, correction pen, fast dry all-purpose; 6.8ml, Mfg. #PAP5620115	50	\$	/ea	\$
53	Folder, pocket file, redrope, top tab 3 1/2", 50/box, Mfg. #SMD73805	36	\$	/box	\$
54	Folder, letter, 11 pt, fastener, manila, 50/box, Mfg. #SMD34110	80	\$	/box	\$
55	Folder, end tab, manila, 1/4" expansion, letter size, straight cut, 100/box, Mfg. #SMD24109	75	\$	/box	\$
56	Folder, pressboard, gray-green letter size, 1/3 cut tab, 1" expansion, 25/box, Mfg. #SMD14931	75	\$	/box	\$
57	Folder, end tab, straight cut, 9.5" h, 100/box, Mfg. #SMD24110	80	\$	/box	\$
58	Folders, manila, 1/3" cut tabs, assorted, legal size, box of 100, Mfg. #SMD15330	60	\$	/box	\$
59	Folders, letter size, manila file folders, 1/3 cut, box of 100, Mfg. #SMD10330	350	\$	/box	\$
60	Folders, letter size, manila file folders, 1/5 cut tab, 1/4" expansion, box of 100, Mfg. #SMD10350	50	\$	/box	\$
61	Folders, pocket, legal size, 3 1/2" expansion, drop front, box of 25, Mfg. #SMD74224	10	\$	/box	\$
62	Folders, pocket, legal size, 3 1/2" expansion wallet, cloth tie closure, redrope, Mfg. #SMD71055	100	\$	/ea	\$
63	Folders, 2 fasteners, 1/3 cut top tab, letter size, yellow, box of 50, Mfg. #SMD12940	20	\$	/box	\$
64	Folders, 2 fasteners, 1/3 cut asst. top tab, letter size, red, box of 50, Mfg. #SMD12740	20	\$	/box	\$
68	Folder, classified, letter size, 2/5 tab cut on right, 2 dividers, 2" expansion, 25 pt., red, box of 10, Mfg. #SMD14075	60	\$	/box	\$
66	Folders, report cover, pressboard, prong clip, letter size, 3" capacity, light blue, Mfg. #ACC25972	30	\$	/ea	\$
67	Folder, file guide, self-tab, A-Z, manila, legal size, set of 25, Mfg. #SMD52176	10	\$	/set	\$
68	Folder, file guide, vertical metal tabs, A-Z, gray-green, letter size, set of 25, Mfg. #SMD61676	10	\$	/set	\$

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**BID FORM (CONT'D)**

**CORE LIST (CONT'D)**

#	Description	Qty.	Unit Price	UOM	Extended Price
69	Folder, expansion 5 ¼", letter size, 6-pocket, 1/5" tab, elastic cord, Mfg. #SMD70540	20	\$	/ea	\$
70	Folder, expanding partition, gusset and elastic cord, 5 ¼", 6 section, legal size, Mfg. #SMD72375	50	\$	/ea	\$
71	Folder, drop-front, end tab file pocket, 3 ½" expansion, letter size, box of 10, Mfg. #SMD73686	50	\$	/box	\$
72	Folder, drop-front, end tab file pocket, 5 ½" expansion, letter size, box of 10, Mfg. #SMD73691	50	\$	/box	\$
73	Folders, 2-divider, classification, 2/5 cut, letter size, gray/green, box of 10, Mfg. #NAT01058	20	\$	/box	\$
74	Glue, stick, 1.27 oz, Mfg. #AVE00196	75	\$	/stk	\$
75	Highlighters, brite liner, fluorescent yellow, box of 12, Mfg. #BICBL11YW	75	\$	/box	\$
76	Highlighters, fluorescent assorted, set of 6, Mfg. #SAN25076	40	\$	/set	\$
77	Highlighters, fluorescent yellow, box of 12, Mfg. #SAN25005	40	\$	/bx	\$
78	Ink, Neat-flo stamp pad, 2 oz., red, Carter's Mfg. #AVE21447	12	\$	/ea	\$
79	Ink, Neat-flo stamp pad, 2 oz., black, Mfg. #AVE21448	12	\$	/ea	\$
80	Ink, refill, self-inking, 10 ml, black, Mfg. #XST22112	12	\$	/ea	\$
81	Ink, refill, self-inking, 10 ml, red, Mfg. #XST22111	12	\$	/ea	\$
82	Ink, refill, self-inking, 10 ml, blue, Mfg. #XST2213	12	\$	/ea	\$
83	Ink, refill, self-inking, 10 ml, green, Mfg. #XST22114	12	\$	/ea	\$
84	Labels, laser printer, clear, 1¼" x ½", box of 2,000; Mfg. #AVE5667	19	\$	/pkg	\$
85	Labels, laser printer, clear, 2 ¾" x 1", box of 1,500; Mfg. #AVE5660	18	\$	/pkg	\$
86	Labels, laser printer, white, 1" x 4", box of 500; Mfg. #AVE5261	40	\$	/pkg	\$
87	Labels, laser printer, white, 1" x 2 5/8", box of 3,000; Mfg. #AVE5160	150	\$	/pkg	\$

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**BID FORM (CONT'D)**

**CORE LIST (CONT'D)**

#	Description	Qty.	Unit Price	UOM	Extended Price
88	Labels, self-adhesive file folder labels, white 9/16" x 3 7/16", pk of 245, Mfg. #AVE05202	66	\$	/pkg	\$
89	Labels, white, address, 1" x 4", 2000 per box, Mfg. #AVE5161	20	\$	/box	\$
90	Labels, white, address, 1/8" x 3 1/2", 260 per box, Mfg. #DYM30251	10	\$	/box	\$
91	Labels, white, shipping, 4" x 2 1/8", 220 per roll, Mfg. #DYM30323	10	\$	/box	\$
92	Labels, white, file folder, 0.66 x 3.44, 750 per box, Mfg. #AVE5266	20	\$	/box	\$
93	Labels, white, file folder, 0.66 x 3.44, 750 per box, Mfg. #AVE8066	20	\$	/box	\$
94	Labels, white, file folder, 12/32" x 3.7/16", 1,500 per box, Mfg. #BSN26102	20	\$	/box	\$
95	Labels, white, shipping, 4" x 2.31", 300 per roll, Mfg. #DYM30256	20	\$	/box	\$
96	Labels, clear, address, 3.5" x 1.12", 130 per roll, Mfg. #DYM30254	20	\$	/box	\$
97	Labels, white, address, 3.5" x 1.12", 350 per roll, Mfg. #DYM30252	20	\$	/box	\$
98	Labels, white, file folder, 3.43" x 0.56", 130 per roll, Mfg. #DYM30252	20	\$	/box	\$
99	Markers, Permanent, 12 pk, black, Mfg. #AVE08888	50	\$	/doz	\$
100	Markers, Permanent, jumbo, 12 per dozen, black, Mfg. #AVE24148	20	\$	/doz.	\$
101	Markers, sharpie permanent, black, Mfg. #SAN30001	10	\$	/doz	\$
102	Markers, permanent, fine point, black, Mfg. #SAN13601	36	\$	/doz	\$
103	Markers, dry erase, chisel tip, assorted, 4/set, Mfg. #BICGDEMP41ASST	12	\$	/set	\$
104	Moistener, Hygienic fingertip, 1 oz., Mfg. #LEE 10400	48	\$	/ea	\$
105	Opener, letter, 9" commercial, Mfg. #ACM29691	36	\$	/ea.	\$
106	Pad, stamp, foam #1, rubber, black, Mfg. #AVE21381	36	\$	/ea.	\$
107	Pad, stamp, foam #1, rubber, red, Mfg. #AVE21071	36	\$	/ea	\$
108	Pad, Steno, Gregg 60 pages, green, 6" x 9", pack of 12, Mfg. # TOP8001	125	\$	/pkg	\$
109	Pad, wire bound memo book, top opening, white, 3" x 5", pack of 12, 60 pages per pad, Mfg. #RED31120BX	800	\$	/pkg	\$
110	Pads, Legal, 8 1/2" x 11 3/4", white, ruled, perforated, letter, pack of 12, Mfg. #TOP 7533	100	\$	/pkg	\$

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**BID FORM (CONT'D)**

**CORE LIST (CONT'D)**

#	Description	Qty.	Unit Price	UOM	Extended Price
111	Pads, Legal, 8 1/2" x 14", white, ruled, perforated, legal, pack of 12, Mfg. #TOP 63590	60	\$	/pkg	\$
112	Pen, Pentel Presto pocket correction, medium point 12 ml, Mfg. #PENZL31W	60	\$	/ea	\$
113	Pencil, #2 lead, disposable, package of 12, mechanical, Mfg. # PAP30301	100	\$	/pkg	\$
114	Pencil, mechanical, 0.7 mm, HB, black lead, box of 12, Mfg. # PENA127C	75	\$	/doz	\$
115	Pencil, mechanical lead refill, 0.7 mm, HB, black, 12 per tube, Mfg. # PEN50HB	50	\$	/tube	\$
116	Pencil, #2 med. soft lead, box of 12, Mfg. #DIX13882	300	\$	/box	\$
117	Pens, BIC crystal ballpoint, med point, blue, box of 12, Mfg. # BICMS11-BE	144	\$	/doz	\$
118	Pens, BIC crystal ballpoint, med point, red, box of 12, Mfg. #BICMS11-RD	72	\$	/doz	\$
119	Pens, BIC crystal ballpoint, med point, black, box of 12, Mfg. #BICMS11-BK	72	\$	/doz	\$
120	Pens, Paper Mate comfort mate, retractable ballpoint, fine point, 0.8 mm, blue, box of 12, Mfg. #PAP6360187	24	\$	/doz	\$
121	Pens, Paper Mate flex grip, ballpoint, medium point, 1.0 mm, blue, box of 12, Mfg. #PAP9630131	36	\$	/doz	\$
122	Pens, Paper Mate, point guard flair, red, med., box of 12, Mfg. #PAP8420152	36	\$	/doz	\$
123	Pens, Paper Mate, point guard flair, blue, med., box of 12, Mfg. #PAP8410152	36	\$	/doz	\$
124	Pens, Paper Mate, point guard flair, black, med., box of 12, Mfg. #PAP8430152	36	\$	/doz	\$
125	Pens, Paper Mate, point guard flair, green, med., box of 12, Mfg. #PAP8440152	36	\$	/doz	\$
126	Pens, Pentel R.S.V.P. ballpoint, fine point, 0.7 mm, black, box of 12, Mfg. #PENBK90A	72	\$	/doz	\$
127	Pens, Pentel R.S.V.P. ballpoint, fine point, 0.7 mm, red, box of 12, Mfg. #PENBK90B	72	\$	/doz	\$
128	Pens, Pentel R.S.V.P. ballpoint, fine point, 0.7 mm, blue, box of 12, Mfg. #PENBK90C	72	\$	/doz	\$
129	Pens, Pentel R100 rolling writer, med point, 0.8 mm, black, box of 12, Mfg. #PENR100A	40	\$	/doz	\$
130	Pens, Pentel R100 rolling writer, med point, .0.8 mm, red, box of 12, Mfg. # PENR100B	20	\$	/doz	\$
131	Pens, Pentel R100 rolling writer, med point, .0.8 mm, blue, box of 12, Mfg. # PENR100C	20	\$	/doz	\$
132	Pens, retractable, refillable, G-2, fine 0.7 mm, black, Mfg. #PIL31020	50	\$	/doz	\$
133	Pens, retractable, refillable, G-2, fine 0.7 mm, blue, Mfg. #PIL31021	50	\$	/doz	\$
134	Pens, retractable, refillable, G-2, fine 0.7 mm, red, Mfg. #PIL31022	50	\$	/doz	\$

Name of your Company \_\_\_\_\_



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

**ARTELIA C. MACON, PRINCIPAL BUYER**  
**CARMEN JONES, PURCHASING AGENT**

**NOVEMBER 3, 2022**  
**ITB: 23-17**

**BID FORM (CONT'D)**

**CORE LIST (CONT'D)**

#	Description	Qty.	Unit Price	UOM	Extended Price
135	Pens, refill, G-2, fine 0.7 mm, black, 2/pk, Mfg. # PIL77240	50	\$	/pkg	\$
136	Pens, refill, G-2, fine 0.7 mm, blue, 2/pk, Mfg. # PIL77241	50	\$	/pkg	\$
137	Pens, refill, G-2, fine 0.7 mm, red, 2/pk, Mfg. # PIL77242	50	\$	/pkg	\$
138	Pens, Sanford Uni-ball rollerball, micro point, 0.5 mm, black, box of 12, Mfg. #UBC60151	50	\$	/doz	\$
139	Pens, Sanford Uni-ball rollerball, micro point, 0.5 mm, red, box of 12, Mfg. #UBC60152	50	\$	/doz	\$
140	Pens, Sanford Uni-ball rollerball, micro point, 0.5 mm, blue, box of 12, Mfg. #UBC60153	50	\$	/doz	\$
141	Pens, Sanford Uni-ball rollerball, fine point, 0.7 mm, black, box of 12, Mfg. #UBC60101	275	\$	/doz	\$
142	Pens, Sanford Uni-ball rollerball, fine point, 0.7 mm, red, box of 12, Mfg. #UBC60102	50	\$	/doz	\$
143	Pens, Sanford Uni-ball rollerball, fine point, 0.7 mm, blue, box of 12, Mfg. #UBC60145	50	\$	/doz	\$
144	Pins, push, clear, ½" length, Mfg. #OIC92707	50	\$	/pkg	\$
145	Post-it, 3M, 1 ½" x 2", pack of 12, Mfg. #MMM653YW	84	\$	/pkg	\$
146	Post-it, 3M, 3" x 3", pack of 12, Mfg. #MMM654YW	100	\$	/pkg	\$
147	Post-it, 3M, 3" x 5" lined, pack of 12, Mfg. #MMM635YW	80	\$	/pkg	\$
148	Post-it, 3M, 4" x 4" lined, pack of 6, Mfg. #MMM6756SSAN	50	\$	/pkg	\$
149	Post-it, 3M, "sign here", 1", pack of 2, Mfg. #MMM680SH2	25	\$	/pkg	\$
150	Remover, Stapler, push-type, plastic, black, Mfg. #SWI38101	75	\$	/ea	\$
151	Remover, Stapler, blade-style, plastic, black, Mfg. #SWI38121	50	\$	/ea	\$
152	Remover, Stapler, heavy-duty, chrome, Mfg. #SWI37201	25	\$	/ea	\$
153	Rubber bands, #16, 1 lb., 2 ½" x 1/16", Mfg. #ALL20165	30	\$	/box	\$
154	Rubber bands, #19, ¼ lb., 3 ½" x 1/16", Mfg. #ALL20195	24	\$	/box	\$
155	Rubber bands, #32, ¼ lb., 3" x 1/8", Mfg. #ALL20325	120	\$	/box	\$
156	Rubber bands, #54, 1 lb., assorted, Mfg. #ALL26545	20	\$	/box	\$
157	Rubber bands, #64, 1 lb., 3 ½" x 1/4", Mfg. #ALL20645	50	\$	/box	\$
158	Rubber, finger tips, size 11 ½, medium, blue, 12/pk, Mfg. #SWI54019	25	\$	/box	\$

Name of your Company \_\_\_\_\_

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**CARMEN JONES, PURCHASING AGENT**

**NOVEMBER 3, 2022**  
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**BID FORM (CONT'D)**

**CORE LIST (CONT'D)**

#	Description	Qty.	Unit Price	UOM	Extended Price
159	Rubber, finger tips, size 11, small, amber, 12/bx, Mfg. #SWI54031	25	\$	/box	\$
160	Rubber, finger tips, size 11 ½, medium, amber, 12/bx, Mfg. #SWI54035	25	\$	/box	\$
161	Rubber, finger tips, size 12, medium/large, amber, 12/bx, Mfg. #SWI54032	25	\$	/box	\$
162	Rubber, finger tips, size 13, large, amber, 12/bx, Mfg. #SWI54033	25	\$	/box	\$
163	Ruler, stainless steel, 15"/38 cm, stay-put backing, Mfg. #ACM10416	75	\$	/ea.	\$
164	Scissors, 8" bent, stainless steel, left or right, Mfg. #ACM43218	36	\$	/ea	\$
165	Stapler, Desk, light duty, 20 sheets, Mfg. #SWI40701	60	\$	/ea	\$
166	Stapler, Desk, commercial, 20 sheets, Mfg. #SWI44401	60	\$	/ea	\$
167	Stapler, Desktop Electric, heavy duty, 30 sheets, Mfg. #BOS02210	10	\$	/ea	\$
168	Stapler, Desktop Electric, heavy duty, 45 sheets, Mfg. #BOSB8EVALUE	10	\$	/ea	\$
169	Staples, swingline, standard staples, standard point, ¼", full strip, box of 5,000, Mfg. #SWI35108	100	\$	/box	\$
170	Staples, Bostitch, premium staples, standard point, ¼", full strip, box of 5,000, Mfg. # BOSSTCRP211514	100	\$	/box	\$
171	Tack, thumb, silver, 3/8" d x 5/16" l, pack of 100, Mfg. #LLR10110	50	\$	/box	\$
172	Tape, dispenser, non-skid weighted base, 1" core, Mfg. #MMMC38BK	100	\$	/ea	\$
173	Tape, 3M scotch magic, 810 refill, ¾" x 1296, invisible, Mfg. #MMM810341296	500	\$	/ea	\$
174	Tape, 3M scotch super strength mailing with dispenser, 2" x 22.2 yd, clear, Mfg. #MMM142	25	\$	/ea	\$
175	Tape, 3M scotch commercial grade, 1.88" x 56.4 yd, clear, Mfg. #MMM3750	150	\$	/ea	\$
176	Tape, adding machine; POS, 2-ply carbonless white/canary roll, 2 ¼" x 70', case of 50, Mfg. #PMC09225	12	\$	/cs	\$
177	Tape, adding Machine; calculator; POS, single-ply bond paper roll, 2 ¼" x 150' case of 100, Mfg. #PMC08677	26	\$	/cs	\$
<b>GRAND TOTAL</b>					<b>\$</b>

Name of your Company \_\_\_\_\_

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ARTELIA C. MACON, PRINCIPAL BUYER  
CARMEN JONES, PURCHASING AGENT

NOVEMBER 3, 2022  
ITB: 23-17

**BID FORM (CONT'D)**

**MAXIMUM DISCOUNT:**

Guaranteed discount if bid is renewed for 2<sup>nd</sup> year: \_\_\_\_\_ %

Guaranteed discount if bid is renewed for 3<sup>rd</sup> year: \_\_\_\_\_ %

ALL OTHER NON-CORE ITEMS SHALL BE AT A \_\_\_\_\_ % OFF MANUFACTURERS SUGGESTED LIST PRICE

Include the number of items from the full-line catalog: \_\_\_\_\_ items.

**\*\*\*Cost must include all freight, shipping and handling charges, and surcharges (do not submit PP/Add).**

**Delivery is guaranteed not later than \_\_\_\_\_ days after order date.**

Attach a letter stating exceptions and differences between City specifications and specifications of item(s) offered.

Name of your Company \_\_\_\_\_



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ARTELIA C. MACON, PRINCIPAL BUYER  
CARMEN JONES, PURCHASING AGENT

NOVEMBER 3, 2022  
ITB: 23-17

DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, 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.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

CITY OF BIRMINGHAM-PURCHASING DIVISION  
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NOVEMBER 3, 2022  
ITB: 23-17

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.

The federal government has changed from the DUNS Number to the Unique Entity ID which is generated by going to SAM.gov.

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.

Bidder acknowledges receipt of \_\_\_\_\_ addenda(s).  
(addenda numbers)

**This page must be returned with bid.**

UEI # \_\_\_\_\_

\_\_\_\_\_  
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 (ARO)

\_\_\_\_\_  
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)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_