

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

AISHA JOHNSON, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT

NOVEMBER 17, 2022
ITB: 23-28

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	Bid #23-28 (A complete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	RECORDS STORAGE SERVICE
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Aisha Johnson, Senior Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227

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

BID DUE DATE:	BID OPENING DATE:
Wednesday, December 7, 2022 by 5:00 P.M. (Central Standard Time)	Thursday, December 8, 2022 at 11:00 A.M. (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 Work, then click 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
710 North 20th Street
P-100 City Hall
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 Aisha Johnson at aisha.johnson@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Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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 Due Date” may not be considered.**

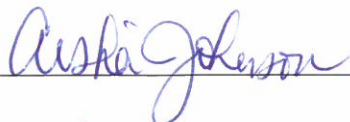
The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

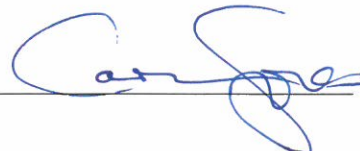
All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham 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.

Published-Birmingham News-11/23/2022

RELEASED BY:





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**NOVEMBER 17, 2022
ITB: 23-28**

INVITATION TO BID

Sealed bids marked “**ITB: 23-28 Records Storage Service**” will be received by the Purchasing Agent, P-100 First Floor of City Hall, 710 North 19th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **WEDNESDAY, DECEMBER 7, 2022**. Bids submitted after these dates and times will not be considered.

Bids will be publicly opened at 11:00 A.M. on **THURSDAY, DECEMBER 8, 2022**.

In the 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 (click on the link titled **Work** then click on **Bidding Opportunities**).

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.

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 for two (2) additional one-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.

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 \$500.00. 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 “**Records Storage Service, 5:00 P.M., 12/07/2022**.” 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.


Carmen Jones, Purchasing Agent

aj
B.N. 11/23/2022

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INVITATION TO BID (cont'd)

GENERAL

The City of Birmingham is seeking bids for records storage service that the City may require during the life of this contract. The City intends to award to the lowest priced, most responsive, responsible bidder.

Bidders are required to provide an original and two (2) copies of their bid in a sealed envelope.

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. The contract shall become effective from the date noted in the Notification of Award letter which will be mailed to the successful 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-responsive 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.

PRICES

Include transportation (including fuel surcharge, if applicable)

QUANTITIES

The quantities shown on the bid form are estimated 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)

ADDITIONAL PURCHASES

The City has attempted to list all items for "Records Storage Service" 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.

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, 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.

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.

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.

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INVITATION TO BID (cont'd)

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.

QUESTIONS

Any questions concerning these specifications should be addressed to Purchasing Division, Aisha Johnson, phone (205) 254-2267, fax, (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

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.

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.

AWARD

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

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.

PAYMENT TERMS

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.**

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INVITATION TO BID (cont'd)

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.

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).

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.

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 purchase, 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.

BID SAMPLES

Bid samples may be required. Bidder(s) must furnish sample(s) of items bid as noted in each item's specification. Any such samples requested must be made available to the City within five (5) working days or as noted in the item specification.

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.

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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 \$300,000.00 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 \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (23-28) 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.

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.

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.

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INVITATION TO BID (cont'd)

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:

**CITY OF BIRMINGHAM
RECORDS MANAGEMENT DEPARTMENT
710 NORTH 20TH STREET, 2ND FLOOR
BIRMINGHAM, AL 35203**

*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.**

THIRD-PARTY "REMIT-TO"

If a Bidder has a third-party "remit-to" company, that information must appear on the Bidders response. The City of Birmingham will send payment to the company designated by the 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 a 45-day written notification to the Community Development and Accounting division of the City of Birmingham.

GENERAL SPECIFICATIONS FOR RECORDS STORAGE SERVICE

The City of Birmingham is seeking bids for records storage and service for the City of Birmingham which is divided into three parts in this bid document. However, bidders must bid on all three parts, and if low bidder, provide all three parts. These parts are:

- a. General hard copy storage for paper records.
- b. Conditioned storage for;
 - i. Microforms and magnetic media.
 - ii. Paper records to be protected from deterioration.
 - iii. Computer magnetic or optical media that is to be rotated on a daily basis.
- c. Secure Records Destruction.

Award will be made to the lowest responsible bidder who has the lowest grand total for all three years of the contract. If the low bidder, is not the incumbent, there is an expense to the city for the transfer of records from the incumbent bidder's facility to the low bidder's facility. It is absolutely necessary that the costs associated with the transfer of records does not cost the city more than the savings realized from any low bidder that is not lower than the incumbent bid. Therefore, the cost associated with transferring the records based on the incumbent's current bid must be considered as part of the bid evaluation process. For Example: All costs associated with the incumbent's retrieval, of records, as shown in the incumbents current bid will be multiplied by the total number of records in storage at the time of bid evaluation. That total cost will then be added to the bid of all non-incumbent bidders. Then the determination of who is low bidder will be made. At the present time, the City has 70,000 units of unconditioned storage with a retrieval cost of \$2.60/unit; 2,000 units of conditioned storage with a retrieval cost of \$2.60/unit. Unit of storage means items of storage which is defined as any box, case, container or bag in storage.

The City reserves the right to conduct an on-site pre-award survey to verify that the bidder meets all specifications and requirements.

The City of Birmingham reserves the right to terminate the contract for poor or insufficient performance after giving 60 days written notice.

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ITB: 23-28**

GENERAL SPECIFICATIONS FOR RECORDS STORAGE SERVICE (cont'd)

Failure to provide notification of changes that effect the fulfillment of the contract will be grounds for termination of the contract. The successful bidder must notify the City Records Manager in writing, 30 days prior to:

- a. A change, loss or circumstance that reduces the ability to comply with any requirement of this contract.
- b. A change of management or ownership. The City of Birmingham reserves the right to re-bid the contract should ownership of any or all parts of this contract change.

Quantities used on the bid form are estimates and are only provided for evaluation purposes. The City does not guarantee any specific quantity or volume of business.

For services that use the terms "Regular", "Rush" and "Emergency" in their description, Regular is defined to mean within 24 hours, Rush is defined to mean within 2 hours, and Emergency is defined to mean within 1 hour.

Liability Insurance: For the duration of this contract and for limits not less than 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 \$300,000.00 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 \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with statutory requirements. The City's bid number (23-28) 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 companies 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 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 canceled or changed in such a manner as to not 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.

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OFFICE: (205) 254-2265 / FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT

NOVEMBER 17, 2022
ITB: 23-28

BIDDER COMPLIANCE

These requirements apply to all three parts of the bid. Please indicate the capability to meet each requirement by checking **YES** or **NO** beside each specification requirement. By marking or selecting a **"YES"** for items below the bidder indicates agreement and or conformity with that item. Those items marked **"NO"**, must be explained in detail in the "Exception to Specifications" section of the bid form. This form must be submitted with your bid.

RECORDS STORAGE SERVICE	BIDDER COMPLIES	
	YES	NO
1. Certificates of insurance for disaster in an amount appropriate for this contract issued by a company licensed to do business in the State of Alabama. Certificate must name the City of Birmingham, its officers, agents, and employees as additionally named insured on said policy. Certificates to be provided prior to execution of contract. Notice of renewal or termination of coverage must be provided to the City at least (30) days prior to such action. All certificates of insurance and notices of cancellations shall be filed with the City Clerk. The City's bid number (23-28) must appear on any/all copies of the certificate of insurance		
2. Anytime during the term of the contract, records (box, case, container, bag) may be permanently withdrawn/removed from storage. Permanent withdrawal/removal is defined as:		
a. Any/all activities associated with the change of status in records in the contractor's custody (i.e. input of date into computer system, etc.) except for the physical moving of the records from contractor's site.		
b. Final retrieval defined as any/all costs associated with the physical moving of the records from storage site (shelf, vault, etc.) to the final exit from the building. There are a small number of permanent withdrawals made during each year of the regular contract as indicated on the bid form. Permanent withdrawal at the end of the contract consists of a one-time transfer/removal of all items, a very large number of items as indicated on the bid form.		
c. End of the contract, requires rebid, can be at the end of the first year, end of the second year, end of the third year or longer or at any time the contract is terminated for cause during the term of the contract. Should termination for cause occur, the charge for permanent withdrawal shall be the charge bid for the year in progress. Example: contract is terminated eighteen (18) months into the contract: the permanent withdrawal unit price charge will be amount bid for the second year.		
d. Since the contract can only terminate once, an extended total for a reasonable estimated quantity of items will only be factored into the grand total once. This is shown for the first year as indicated on the bid form. However, a unit price per item is requested for year two (2) and year three (3) with a zero (0) quantity shown. Bidder is to provide a unit price for both year two (2) and year three (3).		
e. These unit prices will apply should the contract terminate after the first year of the contract. NOTE: Unit price for year two (2) and year three (3) cannot exceed the unit price bid for year one (1).		
f. Anytime an item (box, case, bag, etc.) has been delivered to the City from vendor's storage site, the City may decide not to return the item to storage. The City's Records Manager will notify the contractor. The contractor shall take any/all appropriate action to change the status of the item from current storage. The contractor is to bill the City for the data entry activity to change the status of the item from storage. This task is defined as Data Entry – Delete Item, as indicated on the bid form, and is not to be billed as permanent withdrawal/removal from storage.		
NOTE: To summarize and restate for emphasis the bid price for permanent withdrawal at the end of the contract is to include any/all costs related to all activities associated with the change of status in the records in the contractor's custody (i.e. account closing fee, all related administrative fees or charges, all data entries to change the status to permanently withdrawn, retrieval of record (box, bag, case, container, etc.) from the shelf, vault, etc., moving the record to the final exit from the building, etc.) Any and all items of cost related to this purpose are to be included in the bid price. The City will not pay any other costs related to the permanent withdrawal of records at the end of the contract.		

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NOVEMBER 17, 2022
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BIDDER COMPLIANCE (cont'd)

RECORDS STORAGE SERVICE	BIDDER COMPLIES	
	YES	NO
3. The successful bidder will be expected to move the entire inventory of City records from the incumbent's present location to their new facilities within 120 work days of contract award. Successful bidder and unsuccessful incumbent shall work together to affect a smooth and safe transfer of all storage units.		
4. There must be proper authentication of all records retrieval and transmittal from the City Records Management staff by observing the City's records retrieval and transmittal procedures. The successful bidder will be required to keep and maintain a paper copy or electronic image of documents produced by the retrieval and transmittal process during the term of the contract.		
5. All material in storage should be identified with a standard barcode label on the record container. The contract storage facility will provide these labels. These labels will become the property of the City of Birmingham and cannot be removed without the permission of the City Records Manager or his/her representative.		
6. The successful bidder's facility must be capable of storing record material that will include but is not limited to 70,000 cubic feet of hard copy paper media.		
7. The City has always considered conditioned and secure storage as the same (vault storage). The successful bidder's facility must be capable of storing record material of at least but not limited to 2,000 cubic feet in vault/conditioned storage. Vault/conditioned Storage is for the storage of any of the following; computer tapes, computer tape cartridges, computer disk pack, computer diskette magazines, video cassettes, microfilm rolls, microfiche, audio tapes, and audio cassettes. Vault/conditioned storage is also used to prevent the deterioration of, and provide security for, paper records and photographic material that is considered vital or sensitive. The City has historically intermingled tape media and paper media in the same storage container. The City does not plan to separate tape media from paper media and rebox in separate boxes. Contractor cannot rebox the media separately and bill the City for their convenience. The requirements for conditioned storage are as follows:		
a. A well-constructed vault supported by foundation, not other walls. The vault should be contained within a structure, not a portable building. There should be no water, natural gas, or sewer pipes within the vault. There should be no water source above the vault.		
b. The vault temperature should be kept constant between 60° and 70°. The vault humidity should be kept constant between 30% and 60%. A recording system should monitor both and provide a record of the date and time of fluctuations.		
c. The vault should have a minimum four (4) hour fire rating certification (other than Fire Marshall rating) and be protected by an acceptable and safe fire suppression system. Proof of certification is to be provided with vendor's bid.		
d. Access to the vault should be strictly limited to authorized personnel and all access activity recorded.		
e. The vault should be located away from disaster prone areas.		
8. The successful bidder must have a minimum of five (5) years' experience in the management and operation of a records storage facility whose function is the unconditioned storage of record media in paper format, conditioned storage of record media in paper and other media (magnetic and optical), and the secure destruction of records material in all formats. Please provide at least three references consisting of company name, address, contact person and telephone number.		
9. The City of Birmingham will not pay any initial lump sum costs associated with the relocation and initial storage of records received from the existing storage facility to the successful bidder's storage facility. The City expects any and all such costs associated with relocation and initial storage to be factored into the unit prices.		

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NOVEMBER 17, 2022
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BIDDER COMPLIANCE (cont'd)

RECORDS STORAGE SERVICE	BIDDER COMPLIES	
	YES	NO
10. The successful bidder must provide twenty-four (24) hour access to record material in storage. This includes all holidays.		
11. The successful bidder must provide Staff for record indexing and data input services when/if required.		
12. The successful bidder must provide telephone operators to take request for service and provide information. These operators must be accessible during normal business hours. There must be a twenty-four (24) hour emergency contact number.		
13. The successful bidder's staff and personnel:		
a. All personnel must be bonded.		
b. Pickup and delivery personnel must have picture identification badges.		
c. Pickup and deliver personnel must be in the company uniform.		
d. All personnel must be trained in the handling of sensitive record material.		
e. Employees will be required to sign a confidentiality agreement.		
f. The successful bidder must have a written substance abuse policy.		
14. A secure electronic data system capable of:		
a. Providing regular backups of all computer data files.		
b. Providing a record of all service, including date, time, city department or division, the individual requesting service, the type of service or material requested and the appropriate barcode.		
c. If as incumbent you do not retain the records storage contract, as incumbent, you must maintain the city's record service history in an accessible format for a period of three years after the contract officially ends.		
d. Providing access to the City's record inventory in contract storage via internet website. This access must allow records management staff to:		
i. Request services.		
ii. View an inventory of record material in storage by department and division.		
iii. View the status of record material in storage (in, out, destroyed).		
iv. View the activity history of individual storage items.		
v. The electronic data system should read and use standard, self-adhesive bar code labels to identify record containers in storage. These labels will become the property of the City of Birmingham and cannot be removed without the permission of Records Management.		
vi. In addition to the information provided by the internet website, the data system should have ad hoc reporting capabilities to provide information such as a list of all material that has been withdrawn from storage for more than ninety (90) days.		
vii. The electronic data system must provide detailed monthly billing by service, by department/division.		

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BIDDER COMPLIANCE (cont'd)

RECORDS STORAGE SERVICE	BIDDER COMPLIES	
	YES	NO
15. The successful bidder must be able to sell the following minimum storage containers:		
a. Standard, Letter/legal box, 100 lb. test. Approximate dimensions: 16.25" x 12.5" x 10.75".		
b. All purpose "four in one" Box – 100 lb. test. Approximate dimensions: 13" x 5.25" x 15.5".		
c. Engineering Drawing Bags, approximate dimensions: 48" x 10" x 5".		
16. The successful bidder must be able to provide containers for secure document shredding services (containers for paper copies only) in the following approximate sizes:		
a. Executive console – 35" tall x 19" wide x 17" deep.		
b. 64-gallon cart – 40" tall x 23¼" wide x 29½" deep.		
c. 95-gallon cart – 46" tall x 26½" wide x 34" deep.		
NOTE: Containers remain the property of the vendor. Vendor will pick-up and shred material (service) on an as needed basis or an established schedule as determined by City's Records Manager and each City department requiring this service.		
17. The successful bidder must provide pickup and delivery vehicles.		
a. Vehicles are subject to inspection by the City Records Manager or his representatives during business hours.		
b. Vehicles must be clean, reliable, and roadworthy		
c. Vehicles must be designed for safe transport with box/carton restraints (particularly between the cargo area and the driver).		
d. Vehicles must be enclosed – no pickup trucks.		
e. Vehicles must be locked at pickup and delivery sites when the driver is absent from the vehicle.		
f. There must be a sufficient number of vehicles to allow for their maintenance and repair without loss of service to the City of Birmingham.		
g. Vehicle operators/drivers must have communication devices that enable contact with a central dispatch.		
h. GPS location and recording systems for each truck is desired.		
i. Vehicles must not be used to transport hazardous material.		
j. Vehicles must be equipped with fire extinguishers.		
18. Fuel Price Adjustment: Due to the volatility of the price of fuel, the City will allow the successful bidder to apply a surcharge to transportation services based on U.S. average (all types) diesel prices as measured and published by the U.S. Department of Energy Information Administration Weekly Retail Gasoline and Diesel Prices WWW.EIA.DOE.GOV click on Gas & Diesel Fuel Updates, this page will show weekly U.S. On Highway Diesel Fuel Prices as well as U.S. Regular Gasoline Prices.		
a. All bidders are to calculate their original bid baseline price based on the national average price of diesel for the period of <u>November 30-December 6, 2022</u> . Bidder shall list the price of diesel fuel for that week in the space provided on the bid form. This is to insure everyone uses the same baseline price.		

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BIDDER COMPLIANCE (cont'd)

RECORDS STORAGE SERVICE	BIDDER COMPLIES	
	YES	NO
b. Beginning the last Monday of the month following the start of the contract, and on the last Monday of every month thereafter, for every 10 cents increase in the retail price over the baseline price (price of diesel for the period of November 30-December 6, 2022 as reported by the benchmark stated above, the successful bidder will apply a 0.5% surcharge on transportation charges for that month. NOTE: Transportation charges are charges for delivering record material to city offices and transporting City record material from city offices for storage, destruction or other disposition. The determination of what is an appropriate transportation charge will be determined by City Records Management.		
c. As the price fluctuates from month to month, the surcharge will vary up or down. For example: if the baseline price of diesel was \$3.50/gal and the price of diesel for the first month of the contract was \$3.75/gal., then the bid price for the service would be increased by 1% (greater than \$3.50 but less than \$3.80 which allows for 0.5% X 2 = 1% surcharge). If a transportation charge was \$7.00 the surcharge would be \$0.07. If the price of diesel fuel is at \$3.55 on the last Monday of the second month, the monthly bid price would be the bid transportation charge of \$7.00 due to the fact the price of diesel fuel did not exceed the baseline price for diesel by 10 cents.		
d. For months that the diesel fuel price falls below the baseline price of diesel (in this example \$3.50/gal) no surcharges will be made and the bid price for service will prevail for that month.		
e. Note: Should the bidders vehicles burn gasoline instead of diesel, the same procedure will apply. Substitute the national average price for gasoline, as the baseline price and state gasoline instead of diesel on the bid form. If bidder has vehicles that burn both gasoline and diesel, state one or the other – do not list both.		
19. Record Storage Facility requirements.		
a. Facility shelving:		
i. All shelves and storage surfaces must be clean, free of rust, water, or oil.		
ii. All shelving material must be constructed of at least 14-gauge steel with braces and supports to prevent leaning or buckling.		
iii. All shelves must be able to support a minimum of 500 lbs.		
b. Facility construction and maintenance:		
i. Structures and facilities will be subject to inspection by the City Records Manager or his representatives during business hours.		
ii. Shell of 13.5 inches brick and mortar or other suitable fire resistant material - no sheet metal buildings.		
iii. The roof is to be maintained and in good condition with no leaks. Sky lights are undesirable.		
iv. Windows must be secured against access and weather. Windowless structures are preferred.		
v. Floors should be smooth, level, clean and dry. Floors should be capable of tolerating a minimum live floor load of 300 lbs. per square inch.		
vi. Facilities must be maintained free of insects, pests, and vermin with proof of control from a professional exterminator.		

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**NOVEMBER 17, 2022
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BIDDER COMPLIANCE (cont'd)

RECORDS STORAGE SERVICE	BIDDER COMPLIES	
	YES	NO
c. Facility Location:		
i. Facilities must be located in the City of Birmingham or Jefferson County or within one (1) hour normal drive time from Birmingham City Hall, 710 North 20 th Street, Birmingham, AL 35203 based on drive time calculation by MapQuest online website.		
ii. No storage facility may be located near a potentially hazardous facility, site or operation.		
d. Facility Security and disaster planning:		
i. There must be controlled access to all buildings and facilities.		
ii. There must be secure loading and unloading areas. Record material awaiting delivery, transfer, or destruction must not be in unsecured vehicles or areas.		
iii. Facilities must have a twenty-four (24) hour monitored security system. The security system must be tested regularly and a log of all unscheduled alarm conditions maintained.		
iv. Facilities must have a smoke and fire detection system in all storage areas. Detection systems should be tested regularly. There should be a written log of these tests as well as a record of all alarm conditions.		
v. There must be a fire suppression system in all facilities that meets or exceeds City of Birmingham Fire Codes.		
vi. All facilities and vehicles must have an enforced no smoking policy.		
vii. The winning bidder must have a regularly reviewed and tested disaster plan in the event of natural or manmade disasters. The City of Birmingham Records Management should be provided a overview of plan.		
viii. All facilities must have fire extinguishers in accordance with applicable City of Birmingham fire codes.		
20. Authorization to provide goods and/or services: Contractor shall not provide any goods or services billable to the City of Birmingham without first obtaining approval/authorization to do so (Ex: contractor shall not rebox records and charge for the service and the material without first having the City approve the action) and having a valid purchase order with an adequate balance to cover the charge.		

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BIDDER COMPLIANCE (cont'd)

RECORDS STORAGE SERVICE	BIDDER COMPLIES	
	YES	NO
Part One - General Storage of Hard Copy Records		
The successful bidder must have facilities to store 70,000 cubic feet of hard copy record material and the additional record material that will be transferred during the term of the contract (see estimate information and General Bid Requirements).		
Part Two - Conditioned Storage. This material will include but not be limited to:		
Computer Tapes.		
Computer Tape cartridges.		
Computer Disk Packs.		
Computer Diskette Magazines.		
Optical record media (CD, DVD).		
Standard Video Cassettes.		
Microfilm Rolls.		
Microfiche.		
Audio tape reels and Audio Cassettes.		
The successful bidder must have facilities to store a minimum of 2,000 cubic feet of record material in conditioned storage and the additional record material that will be transferred during the term of the contract (see estimate information).		
The successful bidder's facility must be capable of providing pickup and delivery for Computer tape/tape cassette rotation – daily rotation for approximately 125 tapes per rotation.		
Part Three - Secure Records Destruction		
Offsite/onsite destruction. Successful bidder shall be NAID AAA certified for destruction at time of bid or within 120 working days from date of bid opening. Proof of certification must be provided prior to execution of any destruction process. All destruction is to be done in accordance with NAID AAA standards and procedures.		
Any subcontract for the destruction of records material must be inspected and approved by the City Records Manager or his/her representative. Any change in the subcontractor must be communicated to the Records Manager in writing at least 30 days before work commences.		
If the winning bidder chooses to transport the material for destruction, the material must be transported in vehicles that have been approved for records transport. Destruction site must be located within corporate city limits of Birmingham, Jefferson County, AL or within one hour normal drive time from Birmingham City Hall based on drive time calculation by MapQuest online website.		
Destruction is defined to include the following:		
Onsite destruction at or near City offices includes moving the items (boxes, bags, cases, cubes, containers, etc.) from City office to the mobile shredder, shredding the material, proper disposal of any/all debris and any/all related activities required to perform this task.		

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BIDDER COMPLIANCE (cont'd)

RECORDS STORAGE SERVICE	BIDDER COMPLIES	
	YES	NO
Offsite destruction will include moving the items from City office or vendor's storage site, transport of the items to destruction site, shredding the material, disposal of any/all debris and any/all related activities required to perform this task.		
To insure the destruction of material and protect against the reconstruction of information - all material must be shredded cross cut. The minimum remaining material must be no more than five eighths inch by three and one-half inch in size with an irregular cross-cut pattern.		
The destruction must be confirmed by the City Records Management staff or their representative.		
The successful bidder must also be capable of destroying microforms, Computer CD's as well as paper records.		
The successful bidder will provide a certificate of destruction for each designated quantity of record material. The destruction certificate must record:		
The date and time of the destruction.		
The quantity in lbs. and cubic feet of material destroyed.		
The equipment operator's signature.		
NOTE: Any cost to remove/inactivate (from storage) the items from the contractors computer system was charged as part of the permanent withdrawal/removal task and is not to be charged again as part of the destruction cost.		
NOTE: For services that use the terms "Regular" and "Rush" in their description, Regular is defined to mean within twenty-four (24) hours, Rush is defined to mean within two (2) hours, and Emergency is defined to mean one (1) hour.		

Name of Your Company: _____

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**EXCEPTIONS TO BID SPECIFICATIONS
(PLEASE LIST ALL EXCEPTIONS IN DETAIL)**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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NOVEMBER 17, 2022
ITB: 23-28

BID FORM

Carmen Jones
Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for records storage service, for the City of Birmingham. 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. Upon approval of both parties, the life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed, in accordance with your Invitation to Bid and Specifications dated November 17, 2022. Prices quoted are f.o.b. Birmingham, AL, and I am bidding in exact accordance with the specifications except as listed below.

#	Description	Approx. Qty	Year 1		Year 2	Year 3
			Unit Price	Extended Total	Extended Total	Extended Total
Materials						
1	Letter/legal box, standard 1.2 cu. ft., 16.25" x 12.5" x 10.75"	3,300	\$ /bx	\$	\$	\$
2	Engineering drawing bag 48" x 10" x 5"	25	\$ /bg	\$	\$	\$
3	Secure document shredding storage, executive console container size: 35" tall x 19" wide x 17" deep approximate	42	\$ /cntr/mth x 12	\$	\$	\$
4	Secure document shredding storage container, 64-gallon, approximately 40" tall x 23¼" wide x 29½" deep	3	\$ /cntr/mth x 12	\$	\$	\$
5	Secure document shredding storage container, 95-gallon cart, approximately 46" tall x 26½" wide x 34" deep	25	\$ /cntr/mth x 12	\$	\$	\$
Certified Records Destruction						
6	Destruction with pickup (city offices) letter/legal box, 1.2 cu. ft., 16.25" x 12.5" x 10.75", or larger	40	\$ /bx	\$	\$	\$
7	Destruction with pickup (city offices) Engineering drawing bag 48" x 10" x 5"	1	\$ /bg	\$	\$	\$
8	Destruction – box in storage (contractor's location) letter/legal box, 1.2 cu. ft., 16.25" x 12.5" x 10.75", or larger	2,400	\$ /bx	\$	\$	\$

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BID FORM (cont'd)

#	Description	Approx. Qty	Year 1		Year 2	Year 3
			Unit Price	Extended Total	Extended Total	Extended Total
Certified Records Destruction – cont'd						
9	Destruction – box in storage (contractor’s location) 4 in 1 box, 13” x 15.5” x 5.25”, or smaller	1	\$ /bx	\$	\$	\$
10	Destruction – bag in storage (contractor’s location) Engineering drawing bag 48” x 10” x 5”	1	\$ /bg	\$	\$	\$
11	Destruction (shredding) paper copies only with pickup (city offices) executive console secure shredding container, 35” tall x 16” wide x 17” deep	67	\$ /cntr	\$	\$	\$
12	Destruction (shredding) paper copies only with pickup (city offices) 64-gallon cart container, 40” tall x 23¼” wide x 29½” deep	15	\$ /cntr	\$	\$	\$
13	Destruction (shredding) paper copies only with pickup (city offices) 95-gallon cart container, 46” tall x 26½” wide x 34” deep	186	\$ /cntr	\$	\$	\$
Unconditioned Storage & Service						
14	Pickup – Regular – First box/bag	240	\$ /bx-bg	\$	\$	\$
15	Pickup – Regular – Additional box/bag	2,620	\$ /bx-bg	\$	\$	\$
16	New Input – box/bag	1,700	\$ /bx-bg	\$	\$	\$
17	Retrieval – Regular – box/bag	860	\$ /bx-bg	\$	\$	\$
18	Retrieval – Rush – box/bag	80	\$ /bx-bg	\$	\$	\$
19	Retrieval – Emergency – box/bag	4	\$ /bx-bg	\$	\$	\$
20	Delivery – Regular – First box/bag	240	\$ /bx-bg	\$	\$	\$

Name of Your Company: _____

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AISHA JOHNSON, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT

NOVEMBER 17, 2022
ITB: 23-28

BID FORM (cont'd)

#	Description	Approx. Qty	Year 1		Year 2	Year 3
			Unit Price	Extended Total	Extended Total	Extended Total
Unconditioned Storage & Service – cont'd						
21	Delivery – Regular – Additional box/bag	650	\$ /bx-bg	\$	\$	\$
22	Delivery – Rush – First box/bag	35	\$ /bx-bg	\$	\$	\$
23	Delivery – Rush – Additional box/bag	32	\$ /bx-bg	\$	\$	\$
24	Delivery – Emergency – First box/bag	3	\$ /bx-bg	\$	\$	\$
25	Delivery – Emergency – Additional box/bag	4	\$ /bx-bg	\$	\$	\$
26	Data Entry – Delete Item	1	\$ /item	\$	\$	\$
27	Refile box/bag	840	\$ /bx-bg	\$	\$	\$
28	Cubic feet hard copy storage	*1,008,000	\$ /cu. ft.	\$	\$	\$
NOTE: For the purpose of bidding unconditioned storage & service, a box is defined as either of the box sizes defined in this document or any container (cardboard, vinyl, rubber, etc.) larger or smaller than the box sizes defined. Bag is the Engineering drawing bag.						
Conditioned Storage & Service						
29	Vault pickup-regular-first box/case	3	\$ /bx-cs	\$	\$	\$
30	Vault pickup-regular-additional box/case	25	\$ /bx-cs	\$	\$	\$
31	Vault new input-box/case	33	\$ /bx-cs	\$	\$	\$
32	Vault new input-tape/disk	12	\$ /tape-disk	\$	\$	\$
33	Vault retrieval-regular-box/case	3	\$ /bx-cs	\$	\$	\$
34	Vault retrieval-regular-tape/disk	1	\$ /tape-disk	\$	\$	\$
35	Vault retrieval-rush-box/case	1	\$ /bx-cs	\$	\$	\$
36	Vault retrieval-emergency-box/case	1	\$ /bx-cs	\$	\$	\$

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BID FORM (cont'd)

#	Description	Approx. Qty	Year 1		Year 2	Year 3
			Unit Price	Extended Total	Extended Total	Extended Total
Conditioned Storage & Service – cont'd						
37	Vault delivery-regular-first box/case	3	\$ /bx-cs	\$	\$	\$
38	Vault delivery-regular-additional box/case	1	\$ /bx-cs	\$	\$	\$
39	Vault delivery-rush-first box/case	1	\$ /bx-cs	\$	\$	\$
40	Vault delivery-rush-additional box/case	1	\$ /bx-cs	\$	\$	\$
41	Vault delivery-emergency-first box/case	1	\$ /bx-cs	\$	\$	\$
42	Vault delivery-emergency-additional box/case	1	\$ /bx-cs	\$	\$	\$
43	Data Entry – Delete Item	1	\$ /item	\$	\$	\$
44	Vault refile-tape/disk	1	\$ /tape-disk	\$	\$	\$
45	Vault refile-box/case	113	\$ /bx-cs	\$	\$	\$
46	Vault Storage-cu. ft.	**28,800	\$ /cu. ft.	\$	\$	\$
NOTE: For the purpose of bidding conditioned storage & service, a box is defined as either of the box sizes defined in this document or any container (cardboard, vinyl, rubber, etc.) of comparable size or smaller. A case is defined as a box/container (cardboard, vinyl, rubber, etc.) larger than a 1.2 cu. ct. box.						
Permanent Withdrawal from Conditioned/Unconditioned Storage						
47	During Contract Year	2	\$ /item	\$	\$	\$
48	End of Contract	71,500	\$ /item	\$	\$	\$
NOTE: For Permanent Withdrawal "Item" is defined as any box, case, container, or bag in storage.						

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BID FORM (cont'd)

#	Description	Approx. Qty	Year 1		Year 2	Year 3
			Unit Price	Extended Total	Extended Total	Extended Total
49	Labor – Computer Service/Programming – charges for any programming required to produce reports, data or documentation not already available in the existing data management system as described in the bid document	1	\$ /hr	\$	\$	\$
50	Labor – Per Regular Man Hour – This charge is for any labor needed to prepare records for relocation or transfer	1	\$ /hr	\$	\$	\$
51	Indexing files/tapes/items in box	1	\$ /hr	\$	\$	\$
Grand Total for Year 1, Year 2 & Year 3:			\$		\$	\$

***84,000 cu ft/month x 12 months = 1,061,467 cu ft/yr. billing**

****2,400 cu ft/month x 12 months = 28,800 cu ft/yr. billing**

MAXIMUM DISCOUNT:

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

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

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.

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NOVEMBER 17, 2022
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**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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of 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

Name of Your Company: _____

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**NOVEMBER 17, 2022
ITB: 23-28**

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.

This page must be returned with bid.

Bidder acknowledges receipt of _____ addenda(s).
(addenda number)

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 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)** _____

