

COOSA COUNTY, ALABAMA
INVITATION TO BID
**RECORDS DIGITIZATION, DOCUMENT
MANAGEMENT SERVICES, AND
SOFTWARE**

Section I – Invitation to Bid

NOTICE OF BID OPENING

NOTICE IS HEREBY GIVEN that Coosa County, Alabama (County), shall receive and open bids for document management services and software, including document inventory, secure document transport and storage, off-site scanning, indexing, and ongoing document management software with a public facing interface as solicited by this Invitation to Bid (ITB).

By no later than **10:00 am Central Time December 1, 2023**, all bids must be mailed or hand-delivered to:

Amy Gilliland, County Administrator
9709 US 231
Rockford, AL 35136

Only bids received in above-referenced location by 10:00 am Central Time December 1, 2023, will be opened and considered. Bidders and any other interested individuals are invited to attend the bid opening.

THE INVITATION PACKAGE

The bid invitation package for document management services and software includes this ITB and all attachments and addenda thereto. Bidders may verify that they have received all pages of the invitation package. If there are any omissions, the bidder must contact the County's single point of contact, Amy Gilliland at 1coosacountyadm@gmail.com to request missing pages. It is the responsibility of the bidder to make this request in sufficient time to prepare and submit the bid in time for the bid opening.

Bidders should carefully read and comply with all parts of the invitation package, including all attachments and/or any addenda.

CONTACT REGARDING BIDS AND INVITATION

Contact initiated by a potential bidder with any County official or County employee shall only be as specifically set out in this ITB. Any questions related to the bid shall be directed to the County's point of contact in writing under the procedures set out in this ITB.

Additionally, a bidder may contact the County in writing to request an appointment to review bid specifications following the bid opening. **However, other than as allowed in this Section, there shall be no communication with any County official or County employee regarding this bid between the date of this invitation and the date of bid award.** Any other contact with a County official or employee initiated by a potential bidder regarding this bid between the date of this invitation and the date of bid award shall be deemed as an attempt to unduly influence the bid award and shall be grounds for rejection of the bid submitted by the bidder initiating such other contact.

Any questions or problems related to downloading or obtaining copies of this ITB or the specifications or to make an appointment to schedule the Prebid Site Visit should be directed to Amy Gilliland at 1coosacountyadm@gmail.com or (256) 377-2675. Any other questions or requests for additional information regarding this invitation or the specifications shall be submitted **in writing** no later than 12:00 p.m. Central Time on November 13, 2023, and labeled as "Document Management." Responses, if appropriate, will be provided to all potential bidders that attended the pre-bid conference.

BID SPECIFICATIONS

The specifications for services related to document management services and software are included in Section II below. Any use of specific names and/or model numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is included solely for the purpose of indicating the type, size, and quality of materials, product services, or equipment considered best adapted to the use of the IAC Counties participating in the joint invitation to bid.

BIDDER QUALIFICATIONS

All bidders should be prepared to submit evidence or documentation as proof that they are qualified to perform the services as required in this ITB. Specifically, Bidder must be:

1. Properly registered to do business in the state of Alabama;
2. Properly licensed and permitted under any applicable laws, rules, or ordinances upon request;
and
3. Must have been in business providing similar services for at least five (5) years.

Evidence or documentation of these qualifications should be submitted with the bid package.

PREBID SITE VISIT

Prospective bidders are required to perform an onsite visit of the Coosa County Courthouse, located at 9709 US 231, Rockford, AL 35136. The purpose of the site visit is to inspect the County documents relating to this ITB to provide the Bidder with sufficient information needed to make an informed bid. No questions will be allowed at the site visit; however, any questions may be submitted in writing consistent with the Contact Regarding Bids and Invitation section of this ITB.

Bidder must make an appointment with the County's point of contact, Amy Gilliland, at

1coosacountyadm@gmail.com. Visits will only be allowed during normal business hours, Monday through Friday, between 8:00 am and 4:00 pm Central Time, excluding holidays. No visits will be scheduled after November 10, 2023. At the time of the prebid site visit, Bidder will be provided with a Site Visit Confirmation Form, signed by a County designee. **This form must be submitted with the bid package to be considered for an award.**

PREPARING AND SUBMITTING BIDS

All bids must be typed or handwritten in ink on the attached Bid Submittal Form (Attachment 1). Bids submitted in pencil and bids not submitted on the Bid Submittal Form will **not** be considered. Only information contained on the Bid Submittal Form or herein requested or required will be considered in evaluating bids.

The Bid Submittal Form and all required documentation shall be forwarded to the address above in a sealed envelope with "ITB : DOCUMENT MANAGEMENT" clearly marked on the outside of the envelope. Facsimiles, e-mails, and oral bids will not be accepted. Bids submitted by express/overnight services must be in a separate inner envelope or package sealed and identified as stated above. Bids that are prematurely opened due to failure of bidder to appropriately mark the package will not be considered. All bids must be received prior to the bid opening. Bids received after the deadline will be returned unopened.

CONTENT OF BIDS

The completed Bid Submittal Form (Attachment 1) shall be placed in front of and separated from all other documents included in the bid packet, such that it will be the first document viewed upon opening the bid packet.

The Bid Form (Attachment 2) must be used to provide the bidder's firm, fixed cost for services.

The cost shall remain firm for the duration of the bid term, including any agreed-upon renewals or extensions.

Consistent with Alabama law, the following forms are also required as part of the bid package:

- Bidder must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312.
- Bidder must provide a copy of its Beason-Hammon Certificate.
- Bidder must provide a copy of its E-Verify MOU entered into with the Department of Homeland Security. This may be printed from the business home screen once logged into Everify.
- Bidder must provide a copy of the Byrd Anti-Lobbying Certificate for Bidder and any subcontractor likely to receive \$100,000 or more for services to be rendered pursuant to this ITB.
- Bidder must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT # 2023-409.

For your convenience, copies of these forms, with the exception of the Everify MOU, are also included as Attachment 3.

Written documentation, certification, and/or verification of the Bidder's Qualifications as required in this ITB.

List of all subcontractors engaged to perform one or more of the services included in the scope

of work as set forth in the bid specifications below.

Copy of the Site Visit Confirmation Form, signed by the County's designee, to be provided at the time of the Bidder's site visit.

The bid must also include documentation as provided in the bid specifications in Section II below.

BID EVALUATION

The Coosa County Commission will serve as the awarding authority for all bids and will award all contracts at a regular meeting of the Coosa County Commission.

Any and all bids submitted in compliance with this ITB shall be considered, and award will be made to the lowest responsible bidder meeting bid specifications as determined by the awarding authority in compliance with Alabama law and the County's American Rescue Plan Act (ARPA) award, as applicable. All factors contained in each invitation package will be evaluated in determining the successful bidder, and any omissions of the stated requirements may be cause for rejection of the bid submitted.

The awarding authority reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids solely at its discretion.

BID AWARD

Following approval from the awarding authority, the County will enter into a contract with the successful bidder. The contract shall consist of this ITB, including, without limitation, the provisions contained in the "Minimum Legal Requirements" section below. The contract will begin upon execution by the County and will continue until December 31, 2024. Thereafter, with approval of both the County and the selected vendor, the agreement may be renewed for one additional 18-month period.

The County reserves the right to purchase any or all services in the bid, including the packages as delineated in Section II below.

It is anticipated that purchases made pursuant to the bid award may be funded, in whole or in part, with American Rescue Plan Act (ARPA) state and local fiscal recovery funds (ARPA funds). However, purchases made pursuant to the bid award are not limited to those made with ARPA funds. To the extent that such purchases are funded in whole or part with ARPA funds, all costs associated with the resulting agreement must be obligated by December 31, 2024, and expended by December 31, 2026.

MINIMUM LEGAL REQUIREMENTS

Bidders shall be compliant with all relevant federal, state, and local laws, regulations, and ordinances in the performance of this contract. With respect to conflicts of law principles, Alabama law shall apply to the services provided pursuant to this ITB. At a minimum, bidders must be compliant with the following:

Section 31-13-1, *et seq.*, of the Code of Alabama 1975 imposes conditions on the award of county contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as

amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. By submitting a bid, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the award of County contracts. The bidder must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023 if Supplier employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

It is understood that this project is being funded, at least in part, with ARPA revenue replacement funds granted to the County. As such, the parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Federal regulations which are applicable to this project include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.
3. Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
4. Generally applicable anti-discrimination laws and regulations. This includes, but is not limited to, Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or

national origin under programs or activities receiving federal financial assistance; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; the Age Discrimination Act of 1975, as amended (42 USC §§ 6101, et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and discrimination or retaliation against whistleblowers as provided in 41 USC § 4712.

INSURANCE

Successful bidder, at its sole expense, shall obtain and maintain in full force insurance meeting the following standards to protect the Bidder and the County at limits and coverages specified below. The limits and coverages specified below are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Bidder and the County.

1. All insurance will be provided by insurers licensed to conduct business in the state of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the Commission. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the County for prior approval.
2. Successful bidder shall name the County, its Commission, officers, appointees, employees, and agents as additional insured for claims arising out of the Bidder and/or any subcontractor(s) work. The naming of the additional insured does not obligate the additional insured to pay any premiums due.
3. Policy Limits:
 - i. Worker's Compensation and Employers Liability as required by state law. The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Coosa County Commission, its officers, appointees, employees, and agents.
 - ii. Commercial General Liability in the amount of \$1,000,000. Coverage must include premises and operations; personal injury and advertising injury; independent contractors; blanket contractual liability; explosion, collapse, and underground hazards; broad form property damage; products/completed operations (to remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later).
 - iii. Automobile Liability to cover all owned, non-owned, and hired vehicles with a combined single limit (bodily injury and property damage combined):
 - A. Per person \$250,000

B. Per occurrence	\$500,000
C. For property damage, per occurrence	\$100,000

4. Indemnity and Liability. Under this section the term County shall include Coosa County, the Coosa County Commission, the officers, appointees, department heads, agents, and employees of the Coosa County Commission.

The County shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from Bidder's performance of the contract, and the Bidder assumes full and complete responsibility therefore.

The Bidder shall further indemnify, defend, and hold the County safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the County in defending any claim or lawsuit made against the County by any person, firm, or corporation arising directly or indirectly out of any work performed by the Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of the Contractor related thereto.

Section II – Bid Specifications

All goods and services for document management services and software shall meet or exceed specifications as outlined in this ITB as set out below. Exceptions to the bid specifications provided in this Section must be included as a separate document attached to the Bid Form with a specific reference to the excepted criteria. No other exceptions to other terms and conditions will be accepted. The awarding authority, in its sole discretion, may accept or reject these exceptions in whole or in part. The use of specific names or numbers in the specifications is not intended to restrict the bidder or any seller or supplier but is intended solely for the purpose of indicating the type and quality of material considered best adapted to the uses of the County.

This ITB is for document inventory, secure document transport and storage, off-site scanning, indexing, and integration into the County's existing data/records management software provided by Ingenuity for certain documents as designated by the County. **As part of its packet, Bidder must include a brochure for all equipment to be used and Bidder's DMS software that meets the requirements listed below.**

The requirements below have been developed to allow the awarding authority to uniformly evaluate prices submitted for the work/services. Estimated quantities listed in the Bid Form reflect an estimated count of the County's document needs. No warranty or guarantee of quantities needed is given or implied. It is the responsibility of the Bidder to ascertain quantities and costs during the prebid site visit. The County will pay one firm cost per line item for all services as identified in this Section.

All documents and data shall remain the property of the County, irrespective of the project phase or process, and may not be sold or otherwise transferred to any other party without written permission of the County. It is understood that documents may also contain sensitive security information, such as building plans, hospital plans, or jail plans. Copies must not be provided to third parties without express permission of the County.

Price(s) shall reflect the delivery of service(s) including, but not limited to, all hardware, software, tools,

equipment, labor, services, and resources needed to provide the following services:

PHYSICAL DOCUMENT SERVICES

A. Digitization Services (Line Items 1 - 7)

The County has approximately 450 Books with approximately 270,000 pages; consisting of 35 oversized Bound Books and mechanical books: with estimated totals being 210 Deed books with 110,000 pages, 26 Index books with 16,000 pages, 16 Will books with 12,000 pages, 30 Marriage books with 18,000 pages, and 82 Mortgage books with 29,000 in need of scanning and digitizing. Bids for all digitization services listed in this Subsection A will be based upon type of document. Bidder must provide a firm fixed cost for each of the following line items by referencing in bidder's bid package the number of books, number of pages, and pricing in response to this section:

Line Item 1: Deeds

Line Item 2: Indexes

Line Item 3: Marriages

Line Item 4: Mortgages

Line Item 5: Oversized Books

Line Item 6: Wills

Line Item 7: Minutes

Due to limited space, scanning must occur at a secure offsite location other than the Coosa County Courthouse. Consistent with Alabama law, all physical scanning services, including secure, dedicated transportation to and from the secure location, and return of original documents to the County must be completed within thirty (30) days of removal of the documents from the County's possession. Other digitization services, enhancements, and quality control that do not require physical possession of the documents must be provided in a timely manner thereafter, but are not subject to the 30-day requirement.

Digitization services must, at a minimum, meet the following:

1. Document security and control.
 - a. Prior to being removed from the County's premises, all documents must be fully packaged, labeled, inventoried, and memorialized in writing, signed by the Bidder's representative and the County's designee. All packaging services will be performed by the Bidder under the direction and supervision of County staff. **Bidder should include in its bid package a description of its system to determine inventory prior to removing documentation from the premises.**
 - b. Bidder must provide secure transportation of the County's documents to and from the Bidder's facilities. Vehicles must have appropriate security features (anti-theft device) and be secured during retrieval and delivery. All vehicles must be equipped with a fire extinguisher. Vehicles must be insured in accordance with state law and shall further provide insurance sufficient to cover vehicle contents. **Bidder must describe its method**

of providing secure transportation of the County's documents in its bid package.

- c. Bidder must store and scan documents in a secure location consistent with industry standards. Documents must be stored in a location and in such a way so as to prevent loss due to fire, flood, theft, or other casualty event. The facility must be sufficiently insured to cover any such losses. **Bidder must identify its location and describe how the facility meets this requirement in its bid package.**
- d. Bidder shall be solely responsible for the documents once retrieved by the Bidder at the County's office.
- e. The County must maintain access to any document at all times. Documents in the Bidder's possession must be made available within twenty-four hours (24) hours of a written request by the County. **Bidder should include a description in its bid package of the County's document tracking process and solution to meet this requirement.**
- f. After scanning and indexing, all documents must be returned to the County within thirty (30) days. Bidder will be responsible for unpacking the documents and ensuring that all documents are inventoried and memorialized in writing, signed by the Bidder's representative and the County's designee prior to leaving the County. Any missing or damaged documents must be specifically accounted for and the Bidder must work with the County to address any such concerns.

2. Document Scanning and Indexing.

- a. Document preparation for scanned documents includes the removal of all staples, fasteners, and paperclips; repair of all torn or deteriorated edges with non-reflective tape or other method acceptable to the County; proper orientation of all documents; examination of back sides for additional information to be scanned; straightening of all folded plans; and mounting of any irregularly sized document on standard 8 1/2" x 11" paper.
- b. Scanned images should normally be done in black and white; however, some documents may require grayscale, bi-tonal, or color depending on information contained within the documents. If grayscale/color conveys information, and producing black and white documents would cause the loss of information conveyed, adjustments must be made accordingly. Only blank pages and separator pages will be dropped from the final product and will not be charged to the County. File folders will not be scanned.
- c. All imaging must be scanned at a minimum of 300 dpi, unless quality requirements require otherwise, in a standard open, standard image format. These formats include TIFF, PDF, PDF/A, or others. **Bidder must indicate what types of images are supported in its bid package.**
- d. Drawings and plans must be correctly oriented when opened with no rotation. Images must be properly aligned within the image environment. Images must not be skewed or distorted more than +/-3 degrees. Image line widths and text thickness must match the original image as closely as possible, without the loss of legibility of any portion of the image.
- e. Bidder must also recognize the need for special imaging services, including special image enhancement (for poor quality documents) or threshold settings for unusual or discolored plans to provide clarity and readability of the digital image. **Bidder must provide samples demonstrating the document enhancing process.**
- f. Bidder will provide quality control. At a minimum, Bidder will sight verify a random

sampling of the resulting output for clarity and faithful reproduction; however, bidder is responsible for successful scanning of all documents on-premises. All documents and data that fail this quality assurance process, including missing pages provided to the bidder for processing, will be rescanned at no cost to the County. In the event that the original document is not clear and legible, or a clear and legible reproduction cannot be made, Bidder must inform and provide a report to the County's respective department along with the document source in question. **Bidder must provide an explanation of its quality control system in its bid package that meets or exceeds this requirement.**

- g. All documents must be organized and indexed by book and page number, document type, party names (e.g., mortgagor and mortgagee, spouse name, or testator), reference number, and site address as applicable. A document may consist of one or many pages. Multi-page documents should be scanned as one document, with the exception of large format documents, which may be scanned as separate single-page files. Documents will be organized in the same order as received and prepped. Bidder will be responsible for all data entry services relating to indexing the documents.
- h. Documents must be returned in the order provided and, for those documents provided in a bound format, rebound as originally provided.
- i. It is vital that the bidder understands the required care of these documents. Bidder will be responsible for damages caused due to negligence or equipment malfunctions.
- j. In addition to scanning all documents into the DMS, Bidder shall provide a digital back up copy on an external hard drive, which shall be delivered along with the return of the original documents.
- k. **In its bid package, Bidder shall provide a brochure or specification document from the manufacture of any equipment used to scan and index the County's records.**

B. Document Preservation (Line Item 8)

Approximately 10 books with an estimated 2,500 pages of County documents are historical or have a substantial intrinsic value to the public at large. The County will designate these documents as requiring additional document preservation services. Document preservation includes, but is not limited to, document cleaning, acid removal, and placement of the document in a clear sleeve or protective sealing, and placed inside hard book coverings/bindings. These documents will be designated and available for inspection at the pre-bid site visit. The County will pay one, firm, fixed cost for all document preservation services. **Bidder must include a description of its experience and qualifications to perform document preservation services and proposed methods for preserving the County's designated documents in the bid package.**

DATA/RECORDS MANAGEMENT INTEGRATION

A. Internal Functionality (Line Item 9)

All documents must be scanned and properly indexed, including required data entry/conversion and linking, into the County's existing Data/Records Management Software (DMS) (provided by Ingenuity). Bidder must provide a quote for line item 9 for converting and fully integrating data into the County's existing DMS. Bidder must describe the process to be used and how the bidder will coordinate and monitor the

conversion/integration with the County's DMS provider (Ingenuity) to ensure proper linking and accuracy of Indexes and records, proofing, and accuracy of the conversion and integration. Bidder must certify bidder has verified the quantity of images, associated costs, procedures, and timeline for completion with Ingenuity. Bidder must describe the extent of involvement by County personnel in the conversion and integrating data into the Ingenuity DMS. As a minimum after digitizing the Index Books, all index books must be live/re-indexed to provide customers a means to search for documents without having to know the book and page numbers for the document being searched. In addition to having book and page search capability, the customer must be able to search indexes by grantor, grantee, date, and document type. E.g., if the customer is searching for a deed of Joe and Jane Doe, customer must be able to search (1) Deed, (2) Grantor last name and/or first name(s), (3) Grantee last name and/or first name(s) and/or (4) date range. Search capability by legal description is not a requirement. It is highly preferable that bidder have experience with Ingenuity's data conversion processes and provide references where bidder has worked with Ingenuity on DMS conversion/solutions and accuracy of the data conversion.

Attachment 1

BID SUBMITTAL FORM

BID ITEM: DOCUMENT MANAGEMENT SERVICES

Company Name: _____

Address: _____

Bid Submitted by: _____

(Name of company representative)

Title: _____ Email address: _____

Phone: _____

By submitting this bid, we agree:

Initials

That the services bid meet the bid specifications for the bid item.

That the bid price will be honored for
The contract period, and upon mutual
agreement of any renewal term thereafter.

That services will be rendered from awarded
bidder as described in this bid.

That the company representative listed above
will be the source of contact for the County.

That the Bidder has secured and will maintain insurance as
required by this ITB.

That the bid includes the forms required under Alabama law
as defined in this ITB.

That the Bidder agrees to be compliant with the minimal legal
terms as defined in this ITB.

That Bidder will provide a performance bond upon request.

That the bidder is not suspended or debarred from contracting
Pursuant to 2 C.F.R. §200.214.

Signature of company representative submitting bid: _____

Title: _____

Attachment 2

BID FORM

Bidder Name: _____

Bidder must quote firm, fixed costs for all services outlined in the Bid Specifications. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted. The cost for each line item should be calculated by the Unit/Quality should be multiplied by the Cost Per Unit to determine Total Cost Per Line Item.

Line Item	Total Cost Per Line Item
1. Digitization Services - Deeds	
2. Digitization Services – Indexes	
3. Digitization Services – Marriages	
4. Digitization Services – Mortgages	
5. Digitization Services – Oversized (over 12 x 18 inches) Plat Books	
6. Digitization Services - Wills	
7. Digitization Services - Minutes	
8. Document Preservation Services	
9. DMS Imaging/Conversion/ Linking Services	
Total Cost per Line Item	

By signing below, bidder agrees to supply the services at the prices bid below in accordance with the terms, conditions, and specifications of this ITB.

Submitted by :

Name (printed)

Signature

Date

Title

Attachment 3
REQUIRED FORMS

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State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- ____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
 4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____, 20____.

WITNESS: _____

Printed Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

Re: Contract/Grant/Incentive (describe by number or subject):

_____ by and between _____
(Contractor/Grantee) and _____ (State Agency, Department or
Public Entity).

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this
_____ day of _____, 20____.

Witness: _____

Printed Name of Witness

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applied to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1096 (home mortgage interest), 1096-E (student loan interest), 1096-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CERTIFICATE OF COMPLIANCE WITH ACT # 2023-409

**RE: Contract (describe by number or subject) _____ by and between the _____
County Commission and _____ (Contractor)**

The undersigned hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act # 2023-409 of the Alabama Legislature.
2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
 - a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
 - b) Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
 - c) Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
 - d) Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
 - e) Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this _____ day of _____, 20_____.

Signature of Contractor's Authorized Representative

Printed Name and Title of Contractor's Authorized Representative