SUBJECT: OFF-SITE MEDIA STORAGE SERVICES

BID #: SC-0443-20 **OPEN DATE: 2020-05-13**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – THREE (3) YEARS FROM DATE OF AWARD, WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 24 **NUMBER RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify the period of service from October 1, 2023 through date of contract execution.

Recommend approval to increase the award and utilize the first of three (3) one (1) year renewal options with Access Information Management of Georgia, LLC, for Off-Site Media Storage Services. The supplier requested a 3% price increase escalation based on Consumer Price Index. The requested annual expenditure not to exceed $24,000.00. Period of service will be from date of contract execution through September 30, 2024. The revised total award expenditure not to exceed $126,108.12.

Funding Source: 53101.113001.549007.000000.00000000.00000.0000000, to be executed by formal contract amendment no. #1 (City Contract #70243-20) through the Office of General Counsel.

Attachments: Recommendation Memo, Vendor Letter, Previous Awards

ANALYST: _____
RUBEN OLA

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Paul Freeman, Enterprise Application Manager, Information Technologies Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

CITY OF JACKSONVILLE

DATE: August 31, 2023

TO: Dustin L. Freeman, Chief of Procurement Division

THRU: Paul Freeman, Interim Chief of Information Technologies / Interim CIO

Paul Freeman Digitally signed by Pa Freeman Date: 2023.09.05 14:45:57 -04'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

Thomas Ossi Digitally signed by Thomas Ossi Date: 2023.08.31 15:26:01 -04'00'

RE: **SC-0443-20 Off-Site Media Storage Services - Renewal Option**

The Information Technologies Division (ITD) requests approval to enter into the first of three (1) year renewal options on supply contract SC-0443-20 Off-Site Media Storage Services from Access Information Management of Georgia, LLC. The services were awarded for three years with renewal options. The services include the monthly media tape storage cost, transportation services and media destruction. The period of service begins October 1, 2023, through September 30, 2024.

The current award is in the amount of $102,180.12. ITD management is requesting an award increase in the amount of $24,000.00 for the one-year renewal. The new revised total not-to-exceed amount $126,108.12.

Upon award approval, ITD will request a formal contract amendment to City Contract 70243-20 through the Office of General Counsel.

FUNDING SOURCE: 53101.113001.549007.000000.00000000.00000

Tracy Geake Digitally signed by Tracy Geake Date: 2023.09.05 10:47:14 -04'00'

Your favorable consideration of ITD's request is appreciated.

Attachments: Supplier Renewal Letter
City Contract 70243-20

cc: William Costa, Technology Infrastructure Manager
Eric Altieri, Help Desk & Data Center Operations Manager
Elizabeth Brown, IT Operations Manager
Andre Conyers, IT Contract Administrator

DocuSign Envelope ID: 80277D20-EAF5-427A-A9D4-44C285D02576

Access Information Protected.
500 Unicorn Park Drive, Suite 503
Woburn, MA 01801
TEL 877.345.3546
WEB InformationProtected.com

August 22, 2023

Mr. Tom Ossi
City of Jacksonville
Information Technologies Division
241 N. Hogan Street, 9th Floor
Jacksonville, FL 32202

Subject: SC-0443-20 Records Storage and Management Services to extend City Contract number 70243

Dear Tom,

In accordance with the bid, Access Information Management of Georgia LLC accepts the Terms and Conditions of the COJ Bid SC-0443-20 for the first annual renewal term of the contract; for the period of October 1st, 2023 through September 30th, 2024.

Access is requesting a rate change to the storage contract of 3%, as the lesser of rate increase, as the Cost of Living Adjustment for 2023 has increased by 6.4%.

Should you have any questions, please do not hesitate to contact your Account Executive, Marissa Kaeser.

Best regards,

DocuSigned by:
Dan DeLauro
C136CBC1C57D418...

Dan DeLauro

Director of Client Success

70243-20

Access
Information Protected.

MASTER AGREEMENT: Records Storage and Management Services for City of Jacksonville Award Number SC-0443-20

This Master Agreement ("Agreement") is made between

Access Information Management of Georgia, LLC dba Access Information Protected ("ACCESS") and City of Jacksonville("CLIENT").

CLIENT engages ACCESS to provide the Storage and Services described herein, subject to the attached Terms and Conditions. CLIENT has received, read and accepts the Terms and Conditions.

CLIENT acknowledges and agrees the declared value of all Records (defined herein) is set forth in Paragraph 10 of the Terms and Conditions.

CLIENT agrees to pay ACCESS for its services in accordance with its then current Price Schedule.

IN WITNESS WHEREOF, ACCESS and CLIENT (each a "Party" and collectively, the "Parties") have caused this Agreement to be executed by its duly authorized representatives, to be effective as of the date on which this Agreement is fully executed as indicated in the signature blocks below_ (the "Effective Date").

ACCESS

Street Address: 500 Unicorn Center Drive, Suite 503

City, State Zip: Woburn, MA 01801

Print Name: Rich Langtry

Title: Area Vice President

Signature: DocuSigned by: Rich Langtry 071905F0035049D...

Date (MM/DD/YYYY): 9/2/2020

CLIENT

Street Address: 117 West Duval Street, Suite 400

City, State Zip: Jacksonville, FL 32202

Print Name: Lenny Curry

Title: Mayor

Signature: Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Date (MM/DD/YYYY): 08/20/2020

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

Form Approved

TERMS AND CONDITIONS

1. **STORAGE AND RELATED SERVICES**
CLIENT hereby engages ACCESS to store and provide services in connection with (collectively, "Storage Services") CLIENT's documents, media, open shelf storage, electronic or digital images and records and other deposit items (collectively, the "Records") subject to the terms and conditions of this Agreement. By providing any Records to ACCESS or receiving Services from ACCESS, CLIENT accepts the terms of this Agreement.

2. **DESTRUCTION SERVICES**
   A. Destruction of Records in Storage - ACCESS may provide services for the secure destruction of Records ("Destruction Services") held in storage by ACCESS if requested by CLIENT. If CLIENT requests, ACCESS will furnish a Certificate of Destruction to CLIENT. CLIENT hereby releases ACCESS from any liability, damages or costs (collectively, "Costs") arising from or relating to the destruction of Records pursuant to the CLIENT's request.
   B. Other Destruction Services - If CLIENT requests, as part of Destruction Services ACCESS may (i) provide shredding consoles and other equipment ("Consoles") in CLIENT's facilities for the collection of papers to be destroyed; (ii) service the Consoles on an agreed schedule or as needed; (iii) provide mobile on-site shredding on an agreed schedule or as needed; and/or (iv) securely destroy other materials as requested by CLIENT in writing. Consoles remain the property of ACCESS at all times and CLIENT will not file any lien against the Consoles. CLIENT shall place only office paper in Consoles. CLIENT hereby releases ACCESS from any Costs arising from or relating to the destruction of any materials placed in the Consoles or tendered for destruction. CLIENT shall reimburse ACCESS the reasonable costs for loss or damage to any Consoles and for any damage to ACCESS' shredders caused by non-paper products.

3. **CONVERSION AND SOFTWARE SERVICES**
   A. Conversion Services. If requested by CLIENT, ACCESS may provide scanning, imaging, and/or indexing services (collectively the "Conversion Services", and together with any other services under this Agreement, the "Services") in connection with CLIENT's Records. As a result of the Conversion Services, ACCESS shall deliver an electronic copy of the serviced Records, or other embodiment of its efforts ("Deliverables") as set forth in one or more statements of work (each an "SOW") mutually agreed upon by the Parties and made part of this Agreement. Criteria for acceptance of Conversion Services or Deliverables are set forth within each applicable SOW. Unless otherwise set forth in a SOW, satisfactory completion and acceptance of any Conversion Services and/or Deliverables shall be deemed to have been delivered and accepted by CLIENT if CLIENT does not object in writing to such Conversion Services or Deliverables within thirty (30) days of receipt by CLIENT. CLIENT hereby acknowledges and agrees that it shall not control the manner, means or methods by which ACCESS performs any Conversion Services contained herein.
   B. Software Services. If CLIENT requests that ACCESS provide software services or any other services, the Parties shall execute the applicable addendum and attachments thereto.

4. **OTHER TERMS FOR RECORD STORAGE, ACCESS AND DELIVERY**
   A. CLIENT shall not at any time store with ACCESS any materials that would attract insects or vermin, are highly flammable, explosive, toxic, radioactive, dangerous or illegal to possess or store, or that are otherwise deemed by ACCESS, in its reasonable discretion, to represent a hazard ("Prohibited Materials"). ACCESS reserves the right, but is not obligated, to inspect any Records and may refuse to accept and/or remove and redeliver to CLIENT any Prohibited Materials. CLIENT shall also not provide or store with ACCESS any memorabilia or collectibles, materials having historical value (such as fossils or historical manuscripts, journals or photographs), artwork, negotiable instruments, jewelry, currency or other items that have intrinsic market value. CLIENT hereby releases ACCESS from any Costs arising from or relating to CLIENT's breach of this Paragraph 4A or the exercise of any rights of ACCESS under this Paragraph 4A.
   B. CLIENT shall encrypt all electronic Records that include any personally identifiable information, nonpublic personal information, sensitive financial information, protected health information, or any other information where such other information is required by any state or Federal law to be encrypted either in transit or at rest or is otherwise subject to regulation governing its disclosure to third parties, before transmitting or otherwise delivering those Records to ACCESS. CLIENT shall use encryption methods reasonably available for the type of records being provided, but in no event less than required by applicable law or otherwise reasonable under prevailing National Institute of Standards and Technologies standards. All encrypted data must be in a format that is acceptable to ACCESS and is unusable, unreadable or indecipherable to unauthorized individuals. ACCESS will not verify whether such electronic Records are properly encrypted, and CLIENT hereby releases ACCESS from any Costs arising from or relating to CLIENT's breach of this Paragraph 4B.
   C. ACCESS reserves the right to re-box or refuse any Records not received in a condition suitable for rack storage.
   D. ACCESS is not and shall not be deemed a contract or common carrier for any purpose. The pricing, valuation and liability provisions of this Agreement reflect that status, and shall apply to transportation services provided by ACCESS.
   E. CLIENT agrees that any failure or delay in ACCESS transporting Records or providing other Services within a reasonable period of time shall not constitute a breach of this Agreement or a conversion of goods, nor subject ACCESS to any liability, when such failure or delay results directly or indirectly from any act of God (earthquakes, floods, fires, etc.), communication or power system failures, labor disputes, unusual traffic delays or other reason beyond ACCESS' reasonable control.

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F. CLIENT acknowledges that each employee or other representative of CLIENT shall have full authority on behalf of CLIENT to order or request any Services unless CLIENT otherwise requests, completes and returns to ACCESS an authorized representative list. Unless CLIENT instructs ACCESS otherwise in writing, CLIENT specifically authorizes ACCESS when performing deliveries to leave Records with any CLIENT representative, e.g. receptionist, who greets the ACCESS courier, even if CLIENT representative may not be an authorized representative.

G. ACCESS shall have the right to refuse Services without liability when ACCESS has good reason to doubt a requesting Party's authority, or when CLIENT's instructions are not complete to ACCESS' satisfaction. Any order for Services placed via ACCESS' web-based inventory program shall be deemed a valid order placed by an individual with authority to act on behalf of CLIENT.

H. ACCESS may subcontract with any company that is, directly or indirectly, through one or more intermediaries, under the common control of any direct or indirect parent company of ACCESS (each, an "ACCESS Affiliate"), or any responsible third party, to perform all or part of the Services. ACCESS' use of contract employees shall not be deemed the use of a third party for purposes of this Paragraph. In the event CLIENT requests that a third party common carrier be used to transport CLIENT's materials, said carrier and not ACCESS shall be solely responsible for loss or damage to the materials while in the carrier's possession.

I. Additional charges for hoisting, lowering and labor may be added to transportation costs if Records cannot be transported in the customary manner by elevator or stairs from a reasonably accessible location.

J. Itemized lists or descriptions of contents of Records submitted to ACCESS or entered by CLIENT in ACCESS' inventory programs shall be considered for CLIENT'S recordkeeping and reference purposes only and shall not be considered proof that any documents referenced in such lists or descriptions are in fact included in the Records stored at ACCESS.

K. Any changes to CLIENT's locations, Authorization List, and service schedules must be communicated in writing to ACCESS, and accepted by ACCESS in writing (which acceptance shall not be unreasonably withheld or delayed), in order to be effective.

L. Any intellectual property or proprietary products used by ACCESS in connection with the Services are and shall remain the exclusive property of ACCESS or the third parties from whom ACCESS has secured the right to use such. CLIENT also acknowledges and agrees that it shall not control the manner, means or methods by which ACCESS performs any Services contained herein.

5. REPRESENTATIONS AND WARRANTIES

CLIENT represents and warrants that: (A) it is the owner or legal custodian of all Records and has full authority without any restrictions, to store and make decisions regarding Services to said Records; (B) it has the right to authorize the destruction of the Records for which CLIENT requests such destruction; (C) unless CLIENT has informed ACCESS in writing otherwise, CLIENT is not a "Covered Entity" or "Business Associate" as defined in 45 CFR Part 160. At such time as CLIENT may become a Covered Entity or Business Associate (if ever), then in the absence of a separate agreement, the terms of the Business Associate Agreement (or Business Associate Subcontractor Agreement if applicable) found at www.accesscorp.com/baa/ shall be and are specifically incorporated herein by reference and are binding upon the Parties as if fully set forth herein; (D) unless CLIENT has informed ACCESS in writing otherwise, neither CLIENT nor its Records are subject to the EU General Data Protection Regulation ("GDPR"). At such time as CLIENT's Records become subject to GDPR (if ever), then in the absence of a separate agreement, the terms of the GDPR Data Processing Addendum found at www.accesscorp.com/gdpr_terms shall be and are specifically incorporated herein by reference and are binding upon the Parties as if fully set forth herein; and (E) none of its Records require protection from foreign persons because they contain technical information regarding defense articles and services within the meaning of ITAR/EAR, the International Traffic in Arms Regulations or technical data within the meaning of the Export Administration Regulations. If any Records do contain such information, CLIENT shall notify ACCESS of the specific Records that contain such information and acknowledges that special storage and service rates shall apply thereto. CLIENT hereby releases ACCESS from any Costs arising from or relating to the breach of CLIENT's representations and warranties in this Paragraph 5. Except as expressly provided in this Agreement, ACCESS provides all Services AS IS, AS Available and With All Faults, and ACCESS expressly disclaims any and all representations and warranties, including any warranty of suitability, or fitness for a particular purpose, or arising out of a course of dealing.

6. RATES AND PAYMENT

CLIENT agrees to pay to ACCESS charges for Services as set forth in the attached price schedule(s) (the "Price Schedule") and any applicable SOW(s), all of which are incorporated herein by reference. Time is of the essence for all payments. ACCESS may amend pricing and Services in the Price Schedule from time to time in its discretion thirty (30) days after notice of any change is sent to CLIENT, provided that Services charges are fixed for the first thirty-six (36) months following the Agreement Effective Date and annually thereafter during the Term. Services charges shall not be increased by more than the lesser of (a) three percent (3%) or (b) a percentage increase of such then-current charges equal to the percentage increase in the Consumer Price Index as published by the U.S. Department of Commerce, Bureau of Labor Statistics, All Urban Consumers, since the date of the last increase of charges, or, if charges have never been increased, the Agreement Effective Date . Notice under this Paragraph 6 may be sent by email, fax or first class mail to an employee or representative of CLIENT. Rates are calculated based upon cubic footage, taking into consideration displacement of space in the storage shelving, and do not reflect an exact measurement of all stored items, but rather an agreed measurement between ACCESS and CLIENT for billing purposes. Records stored for a partial calendar month will be billed and payable on the basis of a full month. Software subscription/license fees and storage charges are billed monthly in advance. Service charges are billed in arrears. Payment for all charges is due in full within forty-five (45) days from the date of each ACCESS invoice. Any disputed amounts resolved in favor of CLIENT will be credited to CLIENT's account, and amounts payable to ACCESS will

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be paid within fifteen (15) days of dispute resolution. Payments received may be applied to the oldest invoices due.

7. **TERM**

This Agreement shall be for an initial term of three (3) years from the Effective Date. Thereafter CLIENT shall have the option to renew the Agreement for three (3) successive and optional one (1) year terms by providing ACCESS written notice of the intent thereof at least (30) days prior to the date of expiration of then current term, otherwise the Agreement shall expire. "Term" shall mean the initial term as extended or renewed. Notwithstanding the foregoing, the tendering of any items for Services by CLIENT to ACCESS in the absence of a signed Agreement shall constitute acceptance by CLIENT of all of the terms and conditions hereof. Upon the expiration or other termination of this Agreement for any reason, Records will be delivered to CLIENT or made available for pick-up by CLIENT, as CLIENT may request, and, if applicable, all ACCESS Consoles at CLIENT's facility shall be removed by ACCESS at a removal fee of fifty dollars ($50.00) per Console. Any and all charges due to ACCESS under this Agreement, including but not limited to retrieval, permanent removal, dock access, delivery or destruction charges, must be paid in full in good funds prior to such delivery or removal of any Records. Notwithstanding any such expiration or other termination of this Agreement for any reason, (A) all terms of this Agreement, including charges for Storage Services, will continue to apply after such expiration or other termination until all Records are removed from ACCESS' facility and all of ACCESS' Consoles are removed from CLIENT's facility, (B) all express indemnification obligations and limitations on liability provided herein shall survive, and (C) a Party's liability for breach, occurring prior to such expiration, termination, or later removal of Records and property, shall survive.

8. **DEFAULT AND TERMINATION**

CLIENT may terminate this Agreement upon a material breach of this Agreement by ACCESS, provided CLIENT first gives ACCESS written notice specifying such material breach and ACCESS fails to cure such breach, to the extent possible, within thirty (30) days of delivery of such notice, or (b) upon recurring instances of non-performance not corrected by ACCESS within ten (10) business days of written notice from CLIENT. If CLIENT fails to pay any amount due hereunder when due, or otherwise materially breaches this Agreement and fails to cure such other breach within thirty (30) days of notice of such other breach, ACCESS, at its option, may terminate this Agreement upon written notice and seek recovery of damages resulting from CLIENT's nonpayment or other breach, and exercise any or all of the following remedies without terminating this Agreement: (A) if any undisputed amounts owed by CLIENT are outstanding for forty-five (45) days or more past the invoice date, ACCESS may either (i) refuse or suspend access to Services and Deliverables, and redeliver CLIENT's Records to CLIENT at its address herein (for which permanent removal, delivery, preparation of inventory reports, data extraction and other charges will apply pursuant to the Price Schedule), or (ii) refuse or suspend access to Services, Deliverables, and Records until all outstanding invoice(s) are paid in full. If Services are suspended, CLIENT will remain responsible for payment of all charges accruing during such suspension; (B) if CLIENT is in arrears in its undisputed payment obligations for a period of three (3) months or longer past any invoice date, ACCESS may destroy the Records at CLIENT's expense and without liability to CLIENT following ten (10) business days advance written notice of such destruction by certified mail addressed to CLIENT at the address herein, and/or (C) exercise such other rights and remedies as may be allowed at law or in equity as if specific remedies were not herein provided. In the event ACCESS takes any actions in accordance with this Paragraph it shall have no liability to CLIENT, and CLIENT hereby releases ACCESS from any Costs arising from or relating to any actions taken by ACCESS in accordance with this Paragraph, including the disposal or destruction of any materials. All remedies provided in this Agreement are cumulative and may, at the election of ACCESS, be exercised alternatively, successively or in any other manner. With respect to ACCESS' right to dispose of the Records under 8(B) above, CLIENT acknowledges that, because the Records have minimal or no value to a third party and Confidential Information (defined below) may be unlawfully exposed, the sale of the Records would not be reasonably possible, and the disposal of the Records is the only reasonable way for ACCESS to mitigate its damages.

9. **CONFIDENTIALITY**

ACCESS acknowledges that it may store and have access to: (A) Records that may be of a confidential nature relating to CLIENT's property, business and affairs, and/or contain personal information of individuals that may be protected by law from unauthorized disclosure, or (B) other non-public and proprietary information of the CLIENT in connection with this Agreement. CLIENT acknowledges that it may have access to proprietary and confidential information of ACCESS whether or not such information is marked proprietary or confidential, including but not limited to pricing, contract terms and conditions (including this Agreement), audit reports or attestations, SOPs, financial information, vendor information and/or technical information and coding relating to ACCESS' software and inventory programs as well as its vendors. (The confidential and proprietary information of both Parties is hereinafter referred to as "Confidential Information"). Each Party shall exercise the same degree of care in safeguarding Confidential Information of the other Party that a careful and reasonable company would exercise with respect to similar records of its own. Without limiting the obligations of the Parties to safeguard Confidential Information, neither Party shall disclose Confidential Information to competitors, customers or potential customers of the other Party. The liability of ACCESS for any unauthorized disclosure of any Confidential Information shall be limited as set forth in Paragraph 10 hereof. Access to Confidential Information of a Party shall be restricted by the receiving Party to those individuals necessary to perform the Services hereunder or to properly utilize the Confidential Information for its intended purposes in connection with this Agreement. In the event that a Party is under a legal obligation to disclose Confidential Information (or to disclose Records that may not constitute "Confidential Information" of CLIENT), that Party may do so without breach of this Agreement so long as, to the extent lawful and reasonably possible, the other Party is provided prior written notice. The Party legally required to disclose Confidential Information shall be reimbursed legal fees and costs for compliance with any such legal obligation. Confidential Information shall not include information that (i) is or may become publicly available without breach of

this Agreement, (ii) was possessed by one Party prior to receipt from the other Party, or (iii) is or becomes lawfully available to a Party from a third party free of confidentiality obligations.

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The above provisions notwithstanding, ACCESS acknowledges that CLIENT is subject to Chapter 119 Florida Statutes, and agrees that the following provisions are applicable and superseded any contrary provisions in this Paragraph or elsewhere in the Agreement:

Article 1 Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. AS such, records provided to CLIENT in connection with the Agreement are public records unless exempt by law. If ACCESS considers any portion of such records to be exempt from disclosure under Florida law, ACCESS must provide CLIENT with a separate redacted copy of the records and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation. ACCESS shall be responsible for defending its determination that the redacted portions of the records are confidential, trade secret or otherwise not subject to disclosure. If ACCESS fails to submit a redacted copy of the information claimed to be confidential, CLIENT is authorized to produce the records in answer to a public records request.

10. **PUBLIC RECORDS.** In accordance with Section 119.0701, Florida Statutes, ACCESS shall:

Keep and maintain public records required by CLIENT to perform the Services; and

Upon request from CLIENT's custodian of public records, provide CLIENT with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if ACCESS does not transfer the records to CLIENT.

The above requirements apply to ACCESS, and ACCESS is a "Contractor" as defined in Section 119.0701 Florida Statutes.

IF ACCESS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ACCESS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180 JACKSONVILLE, FLORIDA 32202.

11. **LIABILITY LIMITATIONS**

A. **Declaration of Valuation. CLIENT declares the value of all Records to be (i) $1.00 per box, carton, linear foot of open shelf files or other hard copy storage unit (or gigabyte of electronic Records) or (ii) the actual replacement cost for the physical media with respect to tapes, cartridges, cassettes or other non-paper media, unless agreed to otherwise in a signed attachment to this Agreement.**

B. Stored Records and Electronic Media. ACCESS and ACCESS Affiliates shall not be liable for any loss or damage to Records, however caused, unless such loss or damage results from a failure by ACCESS or ACCESS Affiliates to exercise that care that a reasonably careful person would exercise under like circumstances, in which case ACCESS' or ACCESS Affiliates' liability, if any, for such loss or damage to Records shall not exceed the valuation in Paragraph 10A above. Without limiting the generality of the foregoing, ACCESS and ACCESS Affiliates are not liable or responsible for (i) loss or damage arising from Acts of God, casualty, gradual deterioration of Records or media, vermin, labor disturbances, any governmental act or other cause beyond its reasonable control, or (ii) the repair, replacement or restoration of lost or damaged images, data or other property. Records are not insured by ACCESS against loss, damage or destruction, however caused.

C. Other Claims. ACCESS' and ACCESS Affiliates' maximum liability with respect to (i) the unauthorized disclosure of Confidential Information shall be limited to ten (10) times the annual revenue received by ACCESS from CLIENT in the twelve (12) months for Services pursuant to this Agreement; (ii) any Storage or Destruction Services rendered hereunder is twelve (12) months of charges paid by CLIENT for such Services immediately preceding the service from which the claim arose.

D. Certain Damages. ACCESS AND ACCESS AFFILIATES WILL NOT IN ANY EVENT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) RELATED TO THIS AGREEMENT OR ARISING FROM THE SERVICES, INCLUDING BUT NOT LIMITED TO THE ACCESS TO OR USE OF OR THE INABILITY TO ACCESS OR USE THE SERVICES, UNDER ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF ACCESS OR ACCESS AFFILIATES HAVE BEEN

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NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

E. Other. ACCESS and ACCESS Affiliates will not be responsible for mis-deliveries made in good faith in reliance on orders given by any employees or representatives of CLIENT. With respect to obligations under this Agreement not otherwise addressed in this Paragraph 10, ACCESS' and ACCESS Affiliates' aggregate liability for any and all claims shall not exceed the amount paid to ACCESS by CLIENT for such Service (including but not limited to Services in connection with electronic conversion, software services and other Services added through addendum, if applicable) for the twelve (12) month period preceding the claim by CLIENT.

F. The limitations of liability in this Paragraph 10 and otherwise in this Agreement shall apply irrespective of the cause of loss, damage, or destruction of Records or Services and CLIENT acknowledges that the amounts it is charged under this Agreement reflect that ACCESS is relying on such limitations of liability. In the event of any conflict between this Paragraph 10 and any other term or provision, whether contained herein or in any other agreement between the Parties (regardless of whether such other agreement is executed before or after this Agreement), this Paragraph 10 will control.

12. CLAIMS AND DISPUTE RESOLUTION

A. A written claim by CLIENT for loss, damage or destruction of Records must be made not later than sixty (60) days after: (i) redelivery of Records to CLIENT; or (ii) CLIENT is notified by ACCESS of loss, damage or destruction of Records; or (iii) CLIENT otherwise has notice of such loss, damage or destruction, whichever is shorter. Such timely written claim is a condition precedent to recovery.

B. Disputes arising out of or in connection with this Agreement shall be resolved in a court of competent jurisdiction located in Duval county, Florida. This Agreement shall be governed by the laws of the State of Florida.

13. INDEMNIFICATION AND INSURANCE

ACCESS' insurance obligations under this Agreement are set forth in Exhibit B, which is attached and incorporated herein by this reference. ACCESS' indemnification obligations are set forth in Exhibit A, which is attached and incorporated herein by this reference.

14. PUBLICITY

Neither Party shall cause the publication of any press release or other announcement with respect to this Agreement or the Parties' relationship without the prior written consent of the other Party, unless otherwise required by law.

15. MAXIMUM INDEBTEDNESS

In accordance with Section 106.432, Jacksonville Ord. Code, CLIENT'S maximum indebtedness under this Agreement shall be ONE HUNDRED TWO THOUSAND ONE HUNDRED EIGHTY AND 12/100 DOLLARS ($102,180.12), provided that ACCESS shall not be required to provide Services that would otherwise entitle ACCESS to payment beyond this amount.

16. NON-DISCRIMINATION

In accordance with Section 106.431, Jacksonville Ord. Code, ACCESS represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the Term of this Agreement. ACCESS agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, however, that ACCESS shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. CLIENT agrees that certain employment records are highly confidential and cannot be shared with any client or third party unless otherwise required by court order. ACCESS agrees that, if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this paragraph shall be incorporated into and become a part of the subcontract.

17. COMPLIANCE WITH LAWS

As required by Section 126.108(b), Jacksonville Ord. Code, in the sale of Services under this Agreement, ACCESS must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include but are not limited to Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply in connection with this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, ACCESS must ensure that the provisions of this paragraph shall be incorporated into and become a part of the subcontract.

18. INTEGRATED AGREEMENT

This Agreement, along with the Price Schedule(s), Attachment 1 and 2, and any signed addendums and statements of work hereto, constitutes the entire agreement of the Parties and supersedes and replaces any other agreement (oral or written), proposal or understanding as it relates to the Services. No term or condition on CLIENT's purchase order or any other instrument, agreement or understanding shall be binding upon ACCESS unless specifically agreed to by ACCESS in writing.

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19. MISCELLANEOUS

All notices and claims under this Agreement, other than routine requests for Storage Services and notices under Paragraph 6, shall be in writing and delivered either personally or by registered or by certified mail, postage prepaid, or by recognized overnight courier service to the address set forth below the signature on this Agreement or at such other place as either of the Parties may from time to time designate in writing in a notice given in accordance with this provision. Notice shall be effective on the date of actual personal service or the third business day after the postmark on the registered or certified mail, as the case may be, or on the date of delivery to such address if sent by recognized overnight courier service. This Agreement binds the heirs, executors, successors and assigns of the respective Parties, provided that this Agreement may not be assigned by CLIENT (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of ACCESS, which shall not be unreasonably withheld. ACCESS may assign this Agreement upon a sale, corporate merger, corporate re-organization or change of control of ACCESS or any affiliate thereof. Nothing in this Agreement, whether express or implied, is intended to create or confer any rights or remedies in favor of any Parties other than ACCESS and CLIENT and their respective successors and permitted assigns, nor shall any provision give any third party any rights or remedies against any Party to this Agreement. No amendment to this Agreement may be made except in writing signed by an authorized officer of ACCESS and CLIENT. If any provision of this Agreement is determined to be illegal or otherwise unenforceable by a court of competent jurisdiction then, to that extent it shall be limited, or severed and deleted from this Agreement, and the remaining portions hereof shall survive, remain in full force and effect and shall be interpreted to give effect to the intention of the Parties. The failure of either Party to exercise any of its rights under this Agreement or to require the performance of any term or provision of this Agreement, or the waiver by either Party of a breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such rights or be deemed a waiver of any subsequent breach of the same or any other term or provision of this Agreement. A waiver of any right under this Agreement shall be effective only if in writing and signed by the authorized officer of the Party against which such waiver is to be enforced. This Agreement may be executed in one or more counterparts, all of which together will constitute one and the same instrument. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more Parties, and an executed copy of this Agreement may be delivered by one or more Parties by facsimile or similar electronic transmission device pursuant to which the signature of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of the conflicts of law. The Parties hereby consent to the exclusive jurisdiction of the applicable Federal or Florida State Courts with jurisdiction of Duval County, Florida as the venue for any legal action arising out of or relating to this Agreement.

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EXHIBIT A
INDEMNIFICATION

ACCESS shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of ACCESS that causes injury (whether mental or corporeal) to persons (including death) or damage to property (other than Records), whether arising out of or incidental to ACCESS' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement (also referred to in this Exhibit as "Contract") contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, ACCESS shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If ACCESS fail to secure such a license for the Indemnified Parties, then ACCESS shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Indemnified Parties, so that the Service or product is non-infringing.

If ACCESS exercises its obligation under this Contract, ACCESS will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

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EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement (also referred to in this Exhibit as "Contract"), ACCESS shall at all times during the Term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and ACCESS shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover ACCESS (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2026, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. ACCESS's Insurance Primary. The insurance provided by ACCESS shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

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D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured ACCESS. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. ACCESS's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of ACCESS or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by ACCESS shall relieve ACCESS of ACCESS's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. ACCESS shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. ACCESS shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, ACCESS shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of ACCESS under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Special Provisions: Prior to executing this Agreement, ACCESS shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of ACCESS.

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Encumbrance and funding information for internal City use:

Account or PO Number: POA-70243-20

Amount.....$ 102,180.12

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract # 70243-20

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Access

Schedule C
City of Jacksonville
City of Jacksonville Award Number SC-0443-20

Media Vault Storage		
	Media Storage - Slotted Tape	$0.1650 Per Item
	Media Case Storage - Small	$5.8200 Per Item
Media Vault Services		
	Retrieve Tape - Expedited (Priority Surcharge)	$3.5000 Per Item
	Retrieve Tape Container - Expedited (Priority Surcharge)	$12.0000 Per Item
	Retrieve Small Media Case	$2.5000 Per Item
	Refile Tape	$0.2500 Per Item
	Refile Small Media Case	$2.5000 Per Item
	Destruction - per Tape	$1.7500 Per Item
	Retrieve Tape	$0.2500 Per Item
Transportation Services		
	Scheduled Rotation	$18.5000 Per Trip
	Rush Media Transportation	$90.0000 Per Trip
	After Hours Media Transportation	$170.0000 Per Trip
	Unscheduled Next Day Media Delivery / Pickup	$35.0000 Per Trip
	Scheduled Transportation	$18.5000 Per Trip

** Storage charges are billed in advance, services billed in arrears*
** Retrievals are limited to 50 items per day or additional fees may apply*
** Fuel Surcharges apply to transportation activity and/or secure destruction services and will fluctuate depending on U.S. Department of Energy monthly statistics and industry scale*
** Any services not quoted will be charged at the standard rates which are available upon request*

CLIENT:

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SUBJECT: OFF-SITE MEDIA STORAGE SERVICES

BID #: SC-0443-20

OPEN DATE: 2020-05-13

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – THREE (3) YEARS FROM DATE OF AWARD, WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 24 **NUMBER RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to correct the term of agreement with Access Information Management of Georgia, LLC to reflect the period of service to commence on the contract effective date and continue for three (3) years with three (3) one (1) year renewal options.

Funding for this award to be encumbered by account 53101.113001.546620.000000.00000000.00000.0000000, to be executed by formal contract through the Office of General Counsel.

Attachments: Previous award

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 6/25/20

_____ OTHER: _____

_____

_____

ACTION OF AWARDING AUTHORITY DATE 6/26/20

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No 2019-02

DocuSign Envelope ID: D98EC578-EC9E-4ED8-BB78-0970169999D1

DocuSign Envelope ID: D98EC578-EC9E-4ED8-BB78-0970169999D1

SUBJECT: **OFF-SITE MEDIA STORAGE SERVICES**

BID #: **SC-0443-20** **OPEN DATE: 2020-05-13**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – THREE (3) YEARS FROM DATE OF AWARD, WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

10243-20

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

2078
200620

NUMBER OF BIDS INVITED: 24 **NUMBER RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the sole responsive, responsible bidder Access Information Management of Georgia, LLC, in the amount of $102,180.12 for OFF-SITE MEDIA STORAGE SERVICES. Period of service will be three (3) years from date of award with three (3) one (1) year renewal options.

Funding for this award to be encumbered by account 53101.113001.546620.000000.00000000.00000.0000000, to be executed by formal contract through the Office of General Counsel.

Attachments: Recommendation Memo, Bid Tabulation Sheet, Terms and Conditions

ANALYST: _____
RUBEN OLA

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 6/11/20

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6/12/20

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

DocuSign Envelope ID: D98EC578-EC9E-4ED8-BB78-0970169999D1

Economic News Release

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by expenditure category

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2023
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2023	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2022	Jul. 2023	Aug. 2023	Aug. 2022-Aug. 2023	Jul. 2023-Aug. 2023	May 2023-Jun. 2023	Jun. 2023-Jul. 2023	Jul. 2023-Aug. 2023
All items	100.000	296.171	305.691	307.026	3.7	0.4	0.2	0.2	0.6
Food	13.415	310.875	323.523	324.100	4.3	0.2	0.1	0.2	0.2
Food at home	8.598	295.007	303.455	303.716	3.0	0.1	0.0	0.3	0.2
Cereals and bakery products	1.168	336.399	356.377	356.563	6.0	0.1	0.1	0.0	0.5
Meats, poultry, fish, and eggs	1.777	318.867	317.445	318.944	0.0	0.5	-0.4	0.5	0.8
Dairy and related products	0.788	267.461	269.143	268.281	0.3	-0.3	-0.3	0.5	-0.4
Fruits and vegetables	1.479	343.221	351.646	350.428	2.1	-0.3	0.8	0.4	-0.2
Nonalcoholic beverages and beverage materials	1.036	206.693	216.056	216.642	4.8	0.3	-0.1	0.0	-0.2
Other food at home	2.350	259.976	271.276	271.648	4.5	0.1	-0.2	0.2	0.2
Food away from home(1)	4.817	334.212	354.862	356.083	6.5	0.3	0.4	0.2	0.3
Energy	6.961	305.372	284.828	294.328	-3.6	3.3	0.6	0.1	5.6
Energy commodities	3.682	358.038	323.358	342.996	-4.2	6.1	0.8	0.3	10.5
Fuel oil(1)	0.115	466.755	364.304	397.444	-14.8	9.1	-0.4	3.0	9.1
Motor fuel	3.509	351.315	318.891	338.207	-3.7	6.1	0.9	0.2	10.7
Gasoline (all types)	3.428	348.593	318.071	336.979	-3.3	5.9	1.0	0.2	10.6
Energy services	3.280	267.564	259.766	260.448	-2.7	0.3	0.4	-0.1	0.2
Electricity	2.559	265.191	270.268	270.752	2.1	0.2	0.9	-0.7	0.2
Utility (piped) gas service	0.721	268.866	223.290	224.539	-16.5	0.6	-1.7	2.0	0.1
All items less food and energy	79.624	297.178	309.402	310.103	4.3	0.2	0.2	0.2	0.3
Commodities less food and energy commodities	21.208	167.637	168.014	168.029	0.2	0.0	-0.1	-0.3	-0.1
Apparel	2.496	127.328	129.172	131.262	3.1	1.6	0.3	0.0	0.2
New vehicles	4.264	174.598	179.696	179.691	2.9	0.0	0.0	-0.1	0.3
Used cars and trucks	2.766	212.895	201.624	198.768	-6.6	-1.4	-0.5	-1.3	-1.2
Medical care commodities(1)	1.464	391.032	406.169	408.437	4.5	0.6	0.2	0.5	0.6
Alcoholic beverages	0.834	275.627	285.580	285.859	3.7	0.1	0.0	0.1	0.0
Tobacco and smoking products(1)	0.498	1,364.765	1,431.302	1,440.574	5.6	0.6	0.1	0.5	0.6
Services less energy services	58.416	376.980	398.002	399.219	5.9	0.3	0.3	0.4	0.4
Shelter	34.810	357.264	382.226	383.221	7.3	0.3	0.4	0.4	0.3
Rent of primary residence	7.585	373.283	400.210	402.247	7.8	0.5	0.5	0.4	0.5
Owners' equivalent rent of residences(2)	25.616	365.993	391.131	392.794	7.3	0.4	0.4	0.5	0.4
Medical care services	6.347	605.883	591.832	592.913	-2.1	0.2	0.0	-0.4	0.1
Physicians' services(1)	1.792	412.828	413.437	413.877	0.3	0.1	0.7	0.2	0.1
Hospital services(1)(3)	1.912	380.339	389.061	391.678	3.0	0.7	0.4	-0.4	0.7
Transportation services	5.920	362.511	396.199	400.016	10.3	1.0	0.1	0.3	2.0

Footnotes

(1) Not seasonally adjusted.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1996=100 base.

Expenditure category	Relative importance Jul. 2023	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2022	Jul. 2023	Aug. 2023	Aug. 2022-Aug. 2023	Jul. 2023-Aug. 2023	May 2023-Jun. 2023	Jun. 2023-Jul. 2023	Jul. 2023-Aug. 2023
Motor vehicle maintenance and repair(1)	1.131	349.539	387.159	391.395	12.0	1.1	1.3	1.0	1.1
Motor vehicle insurance	2.697	615.559	717.799	733.141	19.1	2.1	1.7	2.0	2.4
Airline fares	0.537	283.911	253.345	246.185	-13.3	-2.8	-8.1	-8.1	4.9

Footnotes

(1) Not seasonally adjusted.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1996=100 base.

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Last Modified Date: September 13, 2023

U.S. BUREAU OF LABOR STATISTICS Division of Consumer Prices and Price Indexes Suite 3130 2 Massachusetts Avenue NE
Washington, DC 20212-0001

Telephone:1-202-691-7000_ www.bls.gov/CPI Contact CPI