



Jefferson County 9-1-1 Emergency Communications District

2569 Center Point Parkway, Center Point, AL 35215 Office: 205.783-1911 Fax: 205.520.9885

Donnie West, Director /CEO.
Steven Webb, Chief Administrative Officer

Date: 7/23/2020
ITB No: 1-20

To:	Prospective Bidders
Invitation To Bid Issue Date:	7/23/2020
Commodity Code:	91039
Sealed Bid For:	CUSTODIAL SERVICES FOR JEFFERSON COUNTY 9-1-1 ECD
Return Responses To: (Return responses in a sealed marked envelope, indicating the vendor name, ITB/RFP # and/or ITB/RFP name)	STEVEN WEBB, CHIEF ADMINISTRATIVE OFFICER Jefferson County 9-1-1 ECD P O Box 9700 Center Point, AL 35220

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

INQUIRY DEADLINE	MANDATORY PRE-BID CONFERENCE & FACILITY WALK-THROUGH	ITB DUE DATE	ITB OPENING DATE
Thursday, August 6, 2020, 4pm, CST	Tuesday, August 4, 2020 9:00am- 11am CST See page 5 of ITB for guidelines	Friday, August 21, 2020, 4pm, CST	Monday, August 24, 2020 10 am, CST

Full Invitation to Bid document can be downloaded at www.jeffcoal911.org

THE JEFFERSON COUNTY 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT:

The Jefferson County 9-1-1 Emergency Communications District is the largest fully consolidated 9-1-1 Center in Alabama. We utilize fifty-nine (59) full-time and twelve (12) part-time positions to staff the center 24/7. We serve all unincorporated areas and most of the cities and towns within Jefferson County. This includes the Jefferson Sheriff's Office, twenty (20) incorporated cities and towns, and seventeen (17) additional fire districts and volunteer fire department

PURPOSE

The Jefferson County 9-1-1 ECD is accepting bids for "**CUSTODIAL SERVICES FOR ADMINISTRATIVE OFFICES**"

NOTIFICATION OF INTENT

All recipients of this solicitation are required to complete and return the enclosed Notification of Intent. Only those vendors submitting the Notification of Intent will be advised of any pre-bid conference scheduling, clarifications, addendum, answers to inquiries, etc. pertaining to this ITB. **[Notification of Intent to Respond required by 4:00 PM on 7/31/2020.](#)** Please email to: Steve Webb @ webbs@jeffcoal911.org (Full document available for download at www.jeffcoal911.org)

TELEPHONE INQUIRIES - NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions must be typewritten and emailed to Steven Webb @ webbs@jeffcoa911.org.

The Jefferson County 9-1-1 ECD are not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery or any other means of delivery employed by the bidder. Similarly, Jefferson County 9-1-1 ECD are not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened

Released by:



**Jefferson County 9-1-1
Emergency Communications District**

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**INVITATION TO BID
BID# 1-20
CUSTODIAL SERVICES
JEFFERSON COUNTY 9-1-1
EMERGENCY COMMUNICATION DISTRICT**

COMMODITY CODE: 91039

Steve Webb, Chief Administrative Officer

P.O. Box 9700

Center Point, AL 35220

Phone: 205.783-1911

Email: webbs@jeffcoal911.org



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DEFINITIONS

LOWEST RESPONSIBLE BIDDER

A responsive bidder whose bid is lower than those received from other bidders and whose reputation, past performance outstanding references and staffing capabilities have been determined by the Jefferson County 9-1-1 ECD 9-11 to satisfy the requirements of the bid and/or contract. The bidder is expected to provide the highest quality of cleaning services for Jefferson County 9-1-1 ECD.

SEALED BID

A response to a solicitation that has been submitted in a sealed envelope to prevent its contents being revealed before the time and date set for the receipt of responses.

SPECIAL PROVISIONS/SPECIAL TERMS AND CONDITIONS

Clauses pertaining to a contract that are unique to the service or product being obtained, which may supplement or, in some cases supersede one or more of the general terms and conditions that pertain to the same contract.

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BID ANNOUNCEMENT

Sealed bids marked “**ITB NO. 1-20 – “CUSTODIAL SERVICES JEFFERSON COUNTY 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT”**” will be received by Steve Webb, Chief Administrative Officer, 2659 Center Point Parkway, Birmingham, AL 35215.

Bids will be **accepted until 4:00 P.M. (if submission is mailed)** central time (standard or daylight savings time, as applicable) on **FRIDAY, AUGUST 21, 2020.** Bids submitted after these dates and times **will not be considered.**

Bids will be publicly opened at 10:00A.M. on **MONDAY, AUGUST 24, 2020.**

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

All bids must be submitted to: Jefferson County 9-1-1 ECD

Attention: Steve Webb
2659 Center Point Parkway
Birmingham, AL 35215

MANDATORY PRE-BID CONFERENCE & FACILITY WALK-THROUGH

A **mandatory** pre-bid conference will be held on **Tuesday, August 4, 2020 @ 9:00 A.M.** at Jefferson County 9-1-1 ECD located 2659 Center Point Parkway, Birmingham, Alabama 35215, in order to outline the invitation to bid and provide an opportunity for vendors to walk the space requested for custodial services. This is a **MANDATORY** conference and only those in attendance will be considered as responsible Bidders to provide the services required by this ITB. Any other bids received from those not attending the pre-bid conference may not be considered as determined by Jefferson County 9-1-1 ECD.

SCHEDULE OF EVENTS

9:00AM VENDOR WALK THROUGH (LIMIT 4 VENDORS PER GROUP)
9:30AM QUESTIONS & ANSWERS (WILL BE HELD OUTSIDE)

GUIDELINES:

Due to the COVID-19 pandemic we are asking vendors to adhere to the following guidelines:

- All participants are required to wear face coverings
- Body temperature check will be performed with a non-contact thermometer
- Maximum four (4) persons per group walk through
- **All vendors must submit the Notice of Intent to respond located on page 20 of the ITB by July 31, 2020, 4pm.** to participate in the pre-bid conference and walk through. Please email to: webbs@jeffcoal911.org

The Jefferson County 9-1-1 ECD reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the Jefferson County 9-1-1 ECD regardless of the Consultant selected. Response to this solicitation does not constitute an agreement between the Bidder and the County.

The Jefferson County 9-1-1 ECD is not responsible for delays occasioned by the U. S. Postal Service or any other means of delivery employed by the bidder. Similarly, the Jefferson County 9-1-1 ECD is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL REMAIN UNOPENED.**



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BACKGROUND

The **Jefferson County 9-1-1 Emergency Communications District** is the largest fully consolidated 9-1-1 Center in Alabama. We utilize fifty-nine (59) full-time and twelve (12) part-time positions to staff the center 24/7. We serve all unincorporated areas and most of the cities and towns within Jefferson County. This includes the Jefferson Sheriff's Office, twenty (20) incorporated cities and towns, and seventeen (17) additional fire districts and volunteer fire department.

AWARD

Jefferson County 9-1-1 ECD shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of this bid.

AWARD CRITERIA

- Meet Specifications/Requirements as stated in ITB
- Lowest responsible bidder based on the sum of all unit prices

BID ACCEPTANCE/REJECTION

Jefferson County 9-1-1 ECD reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

BID OPENING AND RESULTS

Bids are opened publicly Jefferson County 9-1-1 ECD 2651 Center Point Parkway Center Point, AL 35215. Interested parties are invited to attend the bid opening. **Due to the COVID-19 pandemic only one representative per company will be allowed to attend the public bid opening. Face coverings are required. A tabulation of bids received will be available within a reasonable time after the bid opening.**

NON-RESPONSIVE SUBMITTAL

Respondents that do not meet all requirements of this solicitation or which fail to provide all required information, documents, or materials, may be rejected as non-responsive. Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of Submittals are impossible, or those which affect the competitiveness of Submittals. Respondents whose submittals, past performance or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. Jefferson County 9-1-1 ECD reserves the right to determine which submittals meet the material requirements of the solicitation and which Respondents are responsive.

SPECIFICATIONS

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size, and quality of materials, products, service, or equipment considered best adapted to Jefferson County 9-1-1 ECD intended use. Proprietary specifications may be waived for functional equivalents offered, if authorized by requesting department.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award (or within 30 days of award notification, approval of the Jefferson County 9-1-1 ECD Director and purchase order is issued). Jefferson County 9-1-1 ECD may offer a one (1) year contract with the option to renew for two (2) additional one (1) year terms or a three (3) year contract.



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NOTIFICATION OF INTENT TO RESPOND

All recipients of this solicitation should complete and return the enclosed Notification of Intent form. Only those vendors submitting the Notification of Intent will be advised of any pre-bid conferences, clarifications, addenda, and answers to inquiries and questions pertaining to this ITB. *Notification of Intent should be emailed to webbs@jeffcoal911.org by 4:00 PM on July 31, 2020.*

INQUIRY DEADLINE

All questions and inquiries regarding this ITB must be submitted via email to webbs@jeffcoal911.org no later than *Thursday, August 6, 2020 by 4:00 p.m.* Telephone inquiries are not accepted.

BIDDER REQUIREMENTS

In order to be considered vendor must meet all the following conditions:

1. Vendor must be licensed to do business in Jefferson County & City of Center Point.

In the event you receive a notification of intent to award letter, you will be required to provide your Jefferson County & City of Center Point business license within 7 days of receipt of notice of intent to award.

All organizations responding to solicitations must provide their nine-digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions which do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/portal/SAM/#1> Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. *The Jefferson County 9-1-1 ECD does not provide DUNS numbers.*

2. Vendors will be verified in the SAM data (System Award Management), to ensure the vendor is not debarred from doing business with the Federal Government. Vendors in debarred status may be deemed as not responsible.
3. Vendor must have been in business and performed services related to this ITB for a minimum of five years.
4. Vendor must supply at least three commercial or public sector references for organizations for which similar services have been provided.
5. Vendor must have a track record of effective and successful performance of services related to this ITB as confirmed by legitimate references.

BID SUBMITTAL INSTRUCTIONS

Bidder must complete and submit (in accordance with subsequent submittal instructions) all the following *required* forms (provided in the "Required Forms" section of this ITB):

- Notification of Intent to Respond
- Bid Form
- Experience Statement
- Non-collusion Affidavit
- Affidavit of Contractors
- Equal Employment Opportunity Certificate
- Debarment Statement
- Signature Page



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SCOPE OF WORK

The Jefferson County 9-1-1 ECD seeks to enter into one-year contract with an option to renew for two (2) additional one (1) year periods with a qualified custodial service provider.

The Jefferson County 9-1-1 ECD is requesting bids from qualified vendors for the custodial services listed in designated buildings or sections/areas in its complex offices located at 2659 Center Point Parkway, Center Point, Alabama 35215 (including stairwell, elevator, and adjacent Department of Revenue offices

The requested custodial services shall include the following services.

- **INITIAL DEEP CLEANING SERVICES (Priced Separately)**

Deep cleaning services of all Jefferson County 9-1-1 ECD areas (including all walls, floors, baseboards, doors, interior glass, blinds, upholstery, carpets, rugs and furnishings) shall be performed at the inception of the contract. Contractor will have fifteen (15) business days after the commencement of the contract to complete initial cleaning. These services include:

1. Thoroughly scrub and clean walls and doors.
2. Thoroughly vacuum every office and Jefferson County 9-1-1 ECD designated area.
3. Thoroughly dust furniture, finishing, blinds, etc.
4. Thoroughly clean all vents, air returns, and dust all ceiling lights.
5. Scrub sinks and faucets in break rooms and kitchenettes to remove stains, mildew, or other dirt and debris.
6. Sweep, mop, disinfect and rinse with clean water floor surfaces and baseboards.
7. Disinfect all surfaces within break rooms and kitchenettes.
8. Thoroughly clean all door handles, door frames, and light switches within all Jefferson County 9-1-1 ECD designated areas.

- **WEEKLY CUSTODIAL SERVICES**

Provide the following cleaning and custodial services daily (i.e., for every workday Monday through Friday, excluding Jefferson County 9-1-1 ECD holidays) for all Jefferson County 9-1-1 ECD areas specified:

All Areas (Office Areas *and* Public/Common Areas Empty waste receptacles, using a trash cart or barrel for collection in each office in order to avoid leaking trash bags which create stains that are difficult to remove. Deliver trash to designated location for removal. Contractor shall furnish all associated trash carts and equipment needed for transporting to the proper locations. Heavy duty trash liners replaced in break room/kitchenette trash cans.

1. Sweep hard surface flooring with chemically treated dust mop, creating no dust and wet mop spots and spillages. All hard surface floors shall be wet mopped as required to maintain cleanliness. Wet mop heads are to be cleaned on a daily basis or replaced and stored appropriately. Dust mop heads, they should be shaken out or vacuumed daily in order to get rid of excess dust before being cleaned.
2. Wipe down and disinfect all door handles and light switches.



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- **WEEKLY CUSTODIAL SERVICES (Continued)**

All Public/Common Areas Vacuum all public/common areas.

1. Spot clean smudges and streaks on carpeting and flooring in all public/common areas. Extra attention shall be provided to keep carpets looking new. Remove stains and spots daily.
2. Spot clean furniture and furnishing, including dusting of furniture.
3. Dust, wipe and disinfect all accessible hard surfaces of chairs, benches, tables and counters.
4. Wash and disinfect all sinks and countertops in break rooms and kitchenette areas.
5. Clean and replenish all hand towel dispensers in break rooms and kitchenette areas.
6. Clean and polish fixtures.

- **WEEKLY CUSTODIAL SERVICES**

Provide the following cleaning and custodial services on a weekly basis for *all* Jefferson County 9-1-1 ECD areas specified:

1. Low dust all horizontal surfaces to 7-foot heights, including sills, moldings, ledges, shelves and frames.
2. Vacuum all carpet in office space. All areas shall be thoroughly vacuumed and free of trash and other debris, including behind doors and under furniture.
3. Remove all dust, spider webs, or other debris or marks from walls, ceilings, window seals, baseboards, etc.
4. All diffusers and returns vacuumed, dusted and cleaned.
5. All door frames and doors dusted and cleaned.
6. All interior window frames dusted and cleaned.
7. All partitions dusted and cleaned.
8. All walls, ledges, moldings, and blinds from floor to ceiling dusted, cleaned.
9. Dust and clean TV screens and signs.
10. Spray buff hard surface flooring in all Board designated areas.
11. Remove fingerprints, smudges, scuffmarks and any graffiti from vertical and horizontal surfaces. This includes, but not limited to, doors, walls (if needed) and window seals.
12. Full cleaning of all entrance door glass, and any adjacent side glass and interior partition glass to remove fingerprints and smudges and streaks. Clean cloths and streak-free cleaners should be used.
13. Clean all glass on all doors and partitions.

- **MONTHLY CUSTODIAL SERVICES**

Provide the following cleaning and custodial services on a monthly basis for *all* Jefferson County 9-1-1 ECD areas specified:

1. Clean and disinfect all waste receptacles inside and out.
2. Perform high dusting (above 7-foot height) on air vents, ledges, partition tops, high windowsills racks, shelves, molding and light fixtures.
3. Clean all interior window glass (1st and 2nd floors only).

- **BI-ANNUAL CUSTODIAL SERVICES**

1. Thoroughly clean and wipe down all walls, baseboards, and other surfaces to ensure they are free of finish residue and marks.

- **ADDITIONAL (AS NEEDED) SERVICES (Priced Separately)**

1. Carpet cleaning/shampooing (at a per square foot cost)
2. Strip and seal hard surface floors (at per square foot cost)
3. Wash exterior windows on 1st floor and 2nd floor (total cost per instance of service)



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ADDITIONAL SCOPE OF WORK INFORMATION AND PROVISIONS:

- Contractor shall provide, at its sole cost and expense, highly trained employees and the necessary supervision of its employees and agents so that all services are performed competently.
- The schedule of work hours for Contractor's employees shall conform to the requirements of Jefferson County 9-1-1 ECD. The resulting contract will be established on a square footage cost basis (not an hourly basis). It is the Contractor's responsibility to provide adequate time and personnel to ensure areas are cleaned to the satisfaction of Jefferson County 9-1-1 ECD.
- A minimum of two experienced and professional custodial staff (and an adequate number of backup staff) who are skilled in performance of custodial services must be dedicated for this specific custodial services contract.
- A complete list of all contractor employees assigned to provide custodial services to Jefferson County 9-1-1 ECD shall be provided to Jefferson County 9-1-1 ECD Business Office and updated as necessary. Prior to any contractor employee performing custodial services, appropriate criminal background checks will be conducted by Jefferson County 9-1-1 ECD. To aid in this process, the contractor shall supply the following items prior to any employee performing work under the resulting contract:
 - Copies of government-issued photo identification cards
 - Copies of each employee's social security card
- Jefferson County 9-1-1 ECD must be notified prior to any changes in contractor's personnel. Please provide ample time for background checks for any personnel changes (i.e., a minimum of one week). Jefferson County 9-1-1 ECD shall inform the contractor when their employees have been cleared to work.
- Prior to beginning any work for Jefferson County 9-1-1 ECD, the contractor shall inform its employees of all Safety and Health requirements necessary to comply with all Occupational Safety and Health Act (OSHA) guidelines and requirements.
- All staff provided to perform custodial services for Jefferson County 9-1-1 ECD must be appropriately bonded by the Contractor.
- Contractor's employees must wear company designated uniform smocks or shirts and visible identification badges, while providing custodial services in Jefferson County 9-1-1 ECD offices. Contractor must supply Jefferson County 9-1-1 ECD Business Office the information needed to conduct background checks on the proposed contractors who will work in the building prior to any individual beginning any work under the contract.
- Contractor must manage and maintain the Custodial Services program in accordance with any and all applicable laws or rules and regulations set forth by federal, state, and local authorities.
- Contractor shall provide appropriate Material Safety & Data Sheets (MSDS) to Jefferson County 9-1-1 ECD for all cleaning products.
- Cleaning products must be able to clean & sanitize both porous and non-porous surfaces.
- Contractor shall provide both labor and management staff who meet the approval of Jefferson County 9-1-1 ECD.
- Contractor staff shall deliver a daily activity completion and quality control log/document to designated Jefferson County 9-1-1 office at the conclusion of every shift.



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ADDITIONAL SCOPE OF WORK INFORMATION AND PROVISIONS: (Continued)

- Contractor shall be responsible for all damage, loss, theft, injuries to persons and property damage caused by acts or inaction of Contractor, its employees or agents.
- Contractor management shall be responsible for ensuring all aspects of cleaning are adequately and sufficiently accomplished before the cleaning crew leaves the premises.
- Contractor shall have in place an established Quality Control Program to assure the requirements of the specifications are accomplished as specified. Contractor will be required to furnish quality control inspection forms monthly to Jefferson County 9-1-1 ECD's designated personnel as evidence the Contractor is performing self-inspections. These forms shall include inspection reports and check sheets.
- Contractor staff shall place caution signs and barriers prior to applying any liquids to floors. Caution signs are required to be in place and properly positioned when liquid spills are mopped. Caution signs must be supplied by the Contractor.
- Contractor must comply with all applicable State of Alabama licensure provisions governing the handling of cleaning solutions.
- Contractor must provide safety and equipment training as needed to bring all Custodial Services personnel to an acceptable level of knowledge and performance.
- Contractor must provide all cleaning and janitorial products and equipment, and bear the cost of all such items, necessary to clean and/or maintain cleanliness of all spaces and areas covered.
- The Contractor must advise Jefferson County 9-1-1 ECD if additional trash receptacles are needed. The Contractor must inform Jefferson County 9-1-1 ECD's Business Office of any broken soap or paper towel dispensers by the following business day. Cardboard boxes will be placed near the receptacles and must be broken down and made flat to take up the least amount of space as possible and taken to the outdoor recycle dumpster.
- Jefferson County 9-1-1 ECD may request from time to time that the contractor provide some or all of the Additional Services (as specified in the scope of work above) and Contractor shall agree to perform the work at the rate outlined within the submitted bid.
- Jefferson County 9-1-1 ECD will monitor work performed to ensure specification requirements are being met by conducting random unannounced inspections. Areas of a facility found not in compliance or of unsatisfactory cleaning with the specification requirements will be communicated to the Contractor. Upon notice from Jefferson County 9-1-1 ECD of unsatisfactory cleaning, the Contractor shall, at its own expense, furnish all labor, supplies, equipment and machinery necessary to correct the unsatisfactory work. This must begin within two (2) hours of being notified by Jefferson County 9-1-1 ECD or when Jefferson County 9-1-1 ECD allows entry into the area needing cleaned. The need for repetitive corrective cleaning may be grounds for termination of the contract.
- The Contractor must perform all work related to the outlined scope of work in accordance with all federal, state and local laws, rules and regulations, ordinances and legal requirements and established trade practices in the area, and the Contractor shall assume sole responsibility for any violations thereof or non-conformity therewith.
- Contractor and its employees and agents shall immediately report any accidents, incidents of property damage, and/or injuries to persons, of which Contractor or its employees or agents become aware, to Jefferson County 9-1-1 ECD Business Office, regardless of whom is at fault.
- Without limiting the generality of the foregoing, the Contractor shall procure all federal, state and local licenses or permits necessary to perform services requested herein. Contractor shall not store any hazardous materials on site.



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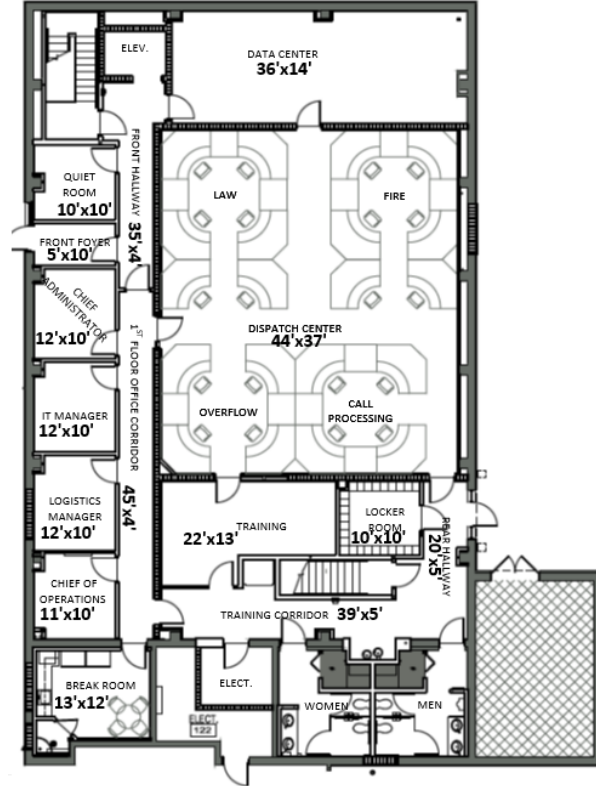
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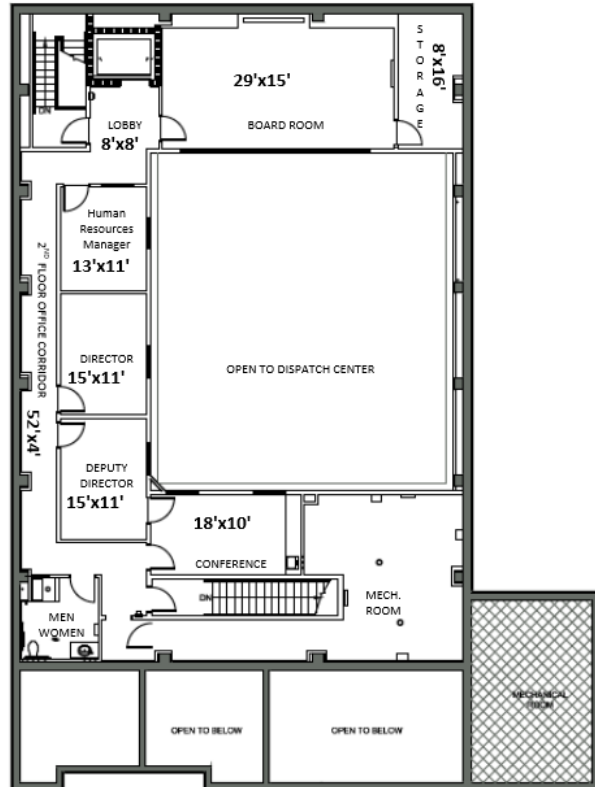
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Scope of Work Floor Layouts

1st Floor 5,126 SF



2nd Floor 2,675 SF



Total 7,801 SF



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GENERAL TERMS AND CONDITIONS

ADJUSTMENT OF REQUIRED SERVICE AREA

Jefferson County 9-1-1 ECD reserves the right to increase or decrease, upon mutual agreement of the vendor, the area square footage to be serviced and the frequency of service under the contract resulting from the ITB. Such changes would be executed through a change order to the contract.

LICENSES/CERTIFICATES

Jefferson County 9-1-1 ECD reserve the right to require documentation that each bidder is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Alabama. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this ITB, Jefferson County 9-1-1 ECD reserve the right to require you to provide documentation of your current license and/or certification before considering your Bid and/or before awarding a contract.

COMPENSATION AND FEES

A contract will be established the selected vendor who meets all requirements and elements listed within this ITB and is approved by Jefferson County 9-1-1 ECD that is consistent with the scope of work outlined in this ITB and the price quoted in their ITB response of the selected vendor.

CONFLICT OF INTEREST

The vendor declares that, as of the date of any ensuing contract, neither Jefferson County 9-1-1 ECD 9-1-1, its Board Members, nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any contract with the Individual/Firm for which compensation will be sought during the period of time this contract is being performed, and, furthermore, the Individual/Firm pledges that he/it will notify the Director/CEO in writing should it come to his or her/its knowledge that any Jefferson County 9-1-1 ECD official becomes directly or indirectly interested in the contract or any contract the Individual/Firm for which compensation will be sought during the aforesaid period. In addition, the Individual/Firm declares that, as of the date of this contract, neither he/it nor any of his or her/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of Jefferson County 9-1-1 ECD, or to anyone else for the Jefferson County 9-1-1 ECD benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the Jefferson County 9-1-1 ECD under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Bidder nor any of his or her/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of Jefferson County 9-1-1 ECD or to anyone else for the Jefferson County 9-1-1 ECD's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract with the Bidder for which compensation will be claimed during the period of time this contract is being performed.

TERMINATION OF CONTRACT

Any violation of the contract resulting from this ITB shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Contractor shall immediately refund to Jefferson County 9-1-1 ECD all amounts paid by Jefferson County 9-1-1 ECD pursuant to this Agreement. The contract resulting from this ITB may be terminated immediately with no further obligation to Contractor at the sole discretion of Jefferson County 9-1-1 ECD, if the Contractor shall fail to substantially perform any duty or obligation created by the resulting contract or accomplish any tasks required by the contract in a timely manner and in a manner consistent with professional standards; or if the Contractor shall have or develop a material conflict of interest. The contract resulting from this ITB may be terminated by Jefferson County 9-1-1 ECD with a thirty (30) day written notice to the Contractor regardless of reason and upon such termination, Contractor will be paid the fair value of services performed.



Jefferson County 9-1-1 Emergency Communications District

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Steven Webb, Chief Administrative Officer

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EFFECT OF TERMINATION

Upon the effective date of any termination of the contract, the Contractor shall return all copies of any issued security badges and keys to Jefferson County 9-1-1 ECD offices. Thereafter, the Contractor shall not be permitted access to Jefferson County 9-1-1 without the express written consent of the Director/CEO of Jefferson County 9-1-1 ECD.

INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless Jefferson County 9-1-1 ECD and its Board Members, Jefferson County 9-1-1 ECD and its commissioners, directors, officers, agents, partners, owners, assigns, subsidiaries, affiliates and employees from and against any and all expenses (including reasonable attorneys' fees) arising out of or relating to, or alleged to be arising out of or relating to, the Contractor's (or any of its agent's, employee's, subcontractor's, licensee's or invitee's) performance or non-performance under the contract or the Existence of any Transient Condition, as defined below, located within the Building. "Transient Condition" is defined as all conditions not permanent or fixed in nature, including but not limited to the accumulation of water or liquids from any source whatsoever, debris, ice, snow, or chemicals employed in or relevant to cleaning the Building, in any state whatsoever solid, liquid, or gas.

ASSIGNMENT

The Contractor shall not transfer, assign or hypothecate any contract/purchase order resulting from this ITB or the Contractor's interest in and to the contract/purchase order without first obtaining the written consent of Jefferson County 9-1-1 ECD. Any attempt to create or purport to create in any other party any interest or right in this ITB or any resulting contract/purchase order without such written consent shall be void and confer no rights upon any third person.

SEVERABILITY

Any provision or provisions of this ITB which shall prove to be invalid, void, unenforceable or illegal shall in no way effect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

HEADINGS

The headings of any Articles or Sections of this ITB are for convenience and reference only and shall not be construed or held in any way to explain, modify, amplify or add to the interpretation, construction or meaning of the provisions of this ITB.

NO THIRD-PARTY BENEFICIARIES

This ITB has not been created for nor is it intended to be for, the benefit of any third party and may only be enforced by Jefferson County 9-1-1 ECD.

SUCCESSORS AND ASSIGNS

This ITB shall be binding upon and shall inure to the benefit of Jefferson County 9-1-1 ECD 9 successors and assigns.

GOVERNING LAW

This ITB and any resulting contract shall be governed and construed in accordance with the laws of the State of Alabama.

INTEGRATION AMENDMENTS

This ITB and Bidder's response constitutes the entire agreement between Jefferson County 9-1-1 ECD and the successful Bidder and may not be varied, amended, altered or changed in any respect except by written agreement between the parties. Specifically, but not by way of limitation, it is acknowledged that no promises or representations whatsoever have been made to the Contractor as to the length of the term the contract will remain in effect. The contractor shall acknowledge that it has not and will not incur any expenses for additional personnel, facilities, supplies, materials or equipment in reliance upon or in anticipation of receiving a specified term under this ITB.



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ACT 2016-312 PROHIBITION AGAINST BOYCOTTING

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

ADDITIONAL CONTRACTS

If mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes per ALA. CODE § 41-16-57(a).

BID ACCEPTANCE/REJECTION

Jefferson County 9-1-1 ECD expressly reserves the right to reject any or all bids, or parts of bids, and to make the award on merit and/or features of design and quality, delivery, and availability of parts and service as the best interest of Jefferson County 9-1-1 ECD appears.

CONTRACT ADDITIONS

If mutually agreed upon within twelve (12) months from bid opening date, this bid may be used as the basis for additional purchases of same type and scope as requested herein.

CORRECTIONS/AUTHORIZED SIGNATURE

Bids having any erasures or corrections must be initialed in ink. Bid must be signed in ink by an official authorized representative.

GOVERNING LAW/DISPUTE RESOLUTION

Any contract agreement that is issued based on this ITB, the parties shall agree that the contract agreement is made and entered into in Jefferson County, Alabama, and that all services, materials and equipment to be rendered pursuant to said contract agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which services included in this bid are to be purchased, and that his or her offering will meet the requirements of service and purpose to the satisfaction of the Jefferson County 9-1-1 ECD and its Agent.



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HOLD HARMLESS AND INDEMNIFICATION

Contracting party agrees to indemnify, hold harmless and defend Jefferson County 9-1-1 ECD, Member Board, its elected officers and employees (hereinafter referred to in this paragraph collectively as “Jefferson County 9-1-1 ECD”), from and against any and all loss expense or damage, including court cost and attorney’s fees, for liability claimed against or imposed upon Jefferson County 9-1-1 ECD because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker’s Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the Jefferson County 9-1-1 ECD, or its employees. Before beginning work, contract party shall file with the Jefferson County 9-1-1 ECD a certificate from his or her insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker’s Compensation and Employer’s Liability.

LAWS AND REGULATIONS

All applicable State of Alabama and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be and are incorporated here by reference. Any contract executed based on award of this ITB must stipulate that governing law will be the State of Alabama.

NEGOTIATIONS

Jefferson County 9-1-1 ECD reserves the right to enter into contract negotiations with the selected bidder. If the Jefferson County 9-1-1 ECD and the selected bidder cannot negotiate a successful contract, Jefferson County 9-1-1 ECD may terminate negotiations and begin negotiation with the next selected bidder. This process will continue until a contract has been executed or all proposals have been rejected. No bidder shall have any rights against Jefferson County 9-1-1 ECD arising from such negotiations.

NON- DISCRIMINATION POLICY

Jefferson County 9-1-1 ECD is strongly committed to equal opportunity in solicitation of ITB’s and RFP’s. Jefferson County 9-1-1 ECD encourage bidders and proposers to share this commitment. Each bidder/contractor submitting a proposal will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Bidder/Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

PRICE REDUCTION

In the event of a general price reduction, Jefferson County 9-1-1 ECD will receive the benefit of such reduction on any undelivered portion of contract.

PRICES

Submitted bid prices should include transportation (including fuel surcharge, if applicable) labor, equipment, material or other applicable expenses and shall remain firm for the term of the resulting contract.



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PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract. A Bidder's disclosure or distribution of the bid, other than to Jefferson County 9-1-1 ECD will be grounds for disqualification at Jefferson County 9-1-1 ECD option. All electronic files; audio and/or video recordings; and all papers pertaining to any activity performed by the Successful bidder for or on behalf of Jefferson County 9-1-1 ECD shall be the property of Jefferson County 9-1-1 ECD and shall be turned over to the Jefferson County 9-1-1 ECD upon request. Bids submitted are not publicly available until after awarded, and contract is signed by the Director/CEO of Jefferson County 9-1-1 ECD. Jefferson County 9-1-1 ECD reserve the right to retain all Bids submitted and to use any ideas in a bid regardless of whether that bid is selected.

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a-1 of the Alabama Code. The bid will be opened but will not be read publicly. We will proceed with negotiations for a lower price with the rejected bidder and other bidders by means of sealed quotes. The rejected bidder's initial offer will not be disclosed to other bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by Jefferson County 9-1-1 ECD are met.

SOLE CONTRACTOR/IMPLEMENTER

Jefferson County 9-1-1 ECD intends to award the contract to a sole contractor. The successful Bidder shall assume total responsibility for all deliverables whether a sub-contractor or third-party produces them in whole or in part. Further, Jefferson County 9-1-1 ECD will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The successful Bidder will be fully responsible for any default by a sub-contractor, just as if the successful Bidder itself had defaulted. No sub-contractor will be paid directly by Jefferson County 9-1-1 ECD. The successful Bidder will be solely responsible for the success of the entire Project.

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

By signing this contract, 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.

THIRD-PARTY "REMIT-TO"

If bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. Jefferson County 9-1-1 ECD will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the bidder change payment processing companies after a payment has been mailed or without 45-day written notification to the Jefferson County 9-1-1 ECD.

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INSURANCE

The successful bidder will maintain such insurance as will protect him or her and Jefferson County 9-1-1 ECD from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and **shall include Jefferson County 9-1-1 ECD, as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice.** Evidence of insurance will be furnished to the Chief Administrative Officer not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the Jefferson County 9-1-1 ECD's Administrative Office before beginning work with the Jefferson County 9-1-1 ECD.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation,

Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured by Endorsement:

Jefferson County 9-1-1 ECD

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/ITB Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance.



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REQUIRED FORMS



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NOTIFICATION OF INTENT TO RESPOND TO

ITB 1-20: CUSTODIAL SERVICES FOR JEFFERSON COUNTY 9-1-1 ECD

(Return signed statement no later than July 31, 2020 by 4:00 P.M.)

- () On behalf of myself/my firm/institution, I hereby certify that I/we intend to submit a response.

- () On behalf of myself/my firm/institution, I hereby certify that I/we **do not** intend to submit a response.

Printed Name of Contract (or Authorized Representative)

Title

Signature of Contract (or Authorized Representative)

Date Signed

Name of Business Entity

Phone Number

Completed form should be emailed to webbs@jeffcoal911.org by the above stated deadline.

Company Name: _____



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BID FORM

ITB 1-20: CUSTODIAL SERVICES FOR JEFFERSON COUNTY 9-1-1 ECD

Services Provided	<u>Cost</u>
Initial Deep Cleaning as Outlined in the Scope of Work Section (one-time cost)	\$ _____

Services Provided	*Square Footage	Per Month Cost
Daily, Weekly, Monthly, and Biannual Services as Outlined in the Scope of Work	Approximately 7,801 sq. ft.	\$ _____ per month

Additional (As Needed) Services Provided as Outlined in the Scope of Work Section	<u>Cost</u>
Carpet cleaning/shampooing (at a per square foot cost)	\$ _____ per square foot
Strip and seal hard surface floors (at per square foot cost)	\$ _____ per square foot
Wash interior windows on 1st floor and 2nd floor	\$ _____ per instance of service

FOR A DETAILED CLEANING LIST SEE EXHIBIT A BELOW:



EQUIPMENT LIST: Please provide a list of all equipment used in the cleaning a commercial building

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date Signed

Name of Business Entity

Phone Num



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EXPERIENCE STATEMENT

ITB 1-20: CUSTODIAL SERVICES FOR JEFFERSON COUNTY 9-1-1 ECD

Company Name: _____

Date that Company was Established: _____

List at least **four** references (including contract amount and contact person) for work of a similar nature performed within the last five years.

Company/Organization Name	Annual Contract Amount	Contact Name	Contact Phone #
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____

I hereby certify that I have performed the work listed above.

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date Signed

Name of Business Entity

Phone Number



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NON-COLLUSION AFFIDAVIT

I, _____, an authorized agent/representative of _____ attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham ITB, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the ITB price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB are true; and further, that the Bidder has not, directly or indirectly, submitted his/her ITB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB depository, or to any member or agent thereof, to effectuate a collusive or sham ITB.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

Printed Name of Authorized Representative Title

Signature of Authorized Representative Date Signed

Name of Business Entity Phone Number

State of _____ Jefferson County 9-1-1 ECD of _____

Sworn to and subscribed before me on this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____



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AFFIDAVIT OF CONTRACTOR

Alabama Act 2011-535

I affirm the following:

1. I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; and,
2. I affirm that the below listed Business Organization is enrolled in the E-Verify program, that the Business Organization listed below will remain enrolled in the E-Verify program during the term of the contract and that every employee that is required to be verified will be verified according to the applicable federal rules and regulations; and
3. I acknowledge that §9(e) Alabama Act 2011-535 authorizes Jefferson County 9-1-1 ECD 9-1-1 ECD and the Jefferson County 9-1-1 ECD to terminate this contract for a first violation of §9(a) of said Act, and requires Jefferson County 9-1-1 ECD 9-1-1 ECD and the Jefferson County 9-1-1 ECD to terminate this contract for a second violation of §9(a) of said Act.

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date Signed

Name of Business Entity

Phone Number

State of _____

Jefferson County 9-1-1 ECD of _____

Sworn to and subscribed before me on this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____



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DEBARMENT STATEMENT

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

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

- (a) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have have not within a three-year period preceding award of this contract been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) Have have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date Signed

Name of Business Entity

Phone Number



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SIGNATURE PAGE

The Jefferson J County 9-1-1 ECD or its Agent, shall have the right to waive any informality or irregularity. Under certain limited conditions, the Purchasing Department may apply a local preference option in determining the low bid for purchases of personal property.

All provisions of this Invitation are accepted by bidder as part of any contract or purchase resulting therefrom.

Date: _____ Company Name: _____ Web Address: _____

Terms: _____ Address: _____ City: _____

County: _____ State: _____ Zip: _____ Phone: (____) _____

If Jefferson County Business License were issued to your company for the past twelve (12) months, please list numbers. _____

Vendor's Federal I.D. Number: _____

I certify that _____ has _____ has not _____ been in operation for one year at
(Company Name) (Check one)
location(s) zoned for the type of business conducted by my company at the address stated above.

DUNS #: _____

(Authorized Signature)

(Print Name)

(E-Mail Address)

Toll Free Phone: _____ Fax Number: _____

Return original bid in enclosed envelope. Authorized signature of bidder must be in ink.

Bids received in our office after the specified date and hour will not be considered.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. BID AWARD NOTICE ADDRESS
2. PURCHASE ORDER ADDRESS
3. REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)