



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: 3/2/2021
ITB No: 1-21

To:	Prospective Bidders
Invitation To Bid Issue Date:	3/2/2021
Commodity Code:	42506, 42560, 42044
Sealed Bid For:	TASK CHAIRS (INTENSIVE USE)
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	PRE-BID CONFERENCE	ITB DUE DATE	ITB OPENING DATE
MARCH 9, 2021 4PM, CST	N/A	MARCH 16, 2021 4 PM, CST	MARCH 17, 2021 10AM, CST

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 "**INTENSIVE USE TASK CHAIRS**"

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 should be emailed to Steven Webb 4:00 PM on 3/8/2021. (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@jeffcoal911.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:

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



**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: 3/2/2021
ITB No: 1-21



INVITATION TO BID

BID# 1-21

“ TASK CHAIRS (INTENSIVE USE)”

COMMODITY CODES: 42506, 42560, 42044

EMERGENCY COMMUNICATION DISTRICT

Steve Webb, Chief Administrative Officer

P.O. Box 9700

Centerpoint, AL 35220

Phone: 205.783-1911

Email: webbs@jeffcoal911.org



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: 3/2/2021
ITB No: 1-21

TABLE OF CONTENTS

SECTION	PAGE NO.
SOLICITATION	1-3
DEFINITIONS	4
BID ANNOUNCEMENT	5-7
DETAILED SPECIFICATIONS	8-9
SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT	10
GENERAL TERMS & CONDITIONS	11-16
REQUIRED FORMS	17
NOTIFICATION OF INTENT TO RESPOND	18
BID FORM	19-21
NON COLLUSION AFFIDAVIT	22
AFFIDAVIT OF CONTRACTOR	23
DEBARMENT STATEMENT	24
SIGNATURE PAGE	25



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: 3/2/2021
ITB No: 1-21

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.

{Remainder of page intentionally left blank }



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: 3/2/2021
ITB No: 1-21

BID ANNOUNCEMENT

Sealed bids marked “**ITB NO. 1-21 “INTENSIVE USE TASK CHAIRS”**” 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 **TUESDAY, MARCH 16, 2021.** **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 10:00A.M., WEDNESDAY, MARCH 17, 2021.

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.**

BID OPENING & RESULTS

Due to the COVID-19 virus, Jefferson County 9-1-1 ECD is extending the opportunity to remotely attend this bid opening via dial in conference call. Attendee information/instructions are below:

Jefferson County 9-1-1 is inviting you to a scheduled Zoom meeting.

Topic: Task Chair Bid Opening

Time: Mar 17, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89478092638?pwd=bjFmWmh6cGhSb1drOFVxNWNoQXkvdz09>

Meeting ID: 894 7809 2638

Passcode: 984947

One tap mobile

+16465588656,,89478092638#,,,,*984947# US (New York)

+13017158592,,89478092638#,,,,*984947# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 894 7809 2638

Passcode: 984947

Find your local number: <https://us02web.zoom.us/j/89478092638?pwd=bjFmWmh6cGhSb1drOFVxNWNoQXkvdz09>

A tabulation of bids received will be available within a reasonable time after the bid opening.



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: 3/2/2021
ITB No: 1-21

BID SUBMISSION:

All bids must be submitted to:
Jefferson County 9-1-1 ECD
Attention: Steve Webb
2659 Center Point Parkway
Birmingham, AL 35215

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.**

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.

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.**

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

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.



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: 3/2/2021
ITB No: 1-21

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.

NOTIFICATION OF INTENT TO BID

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 March 8, 2021.*

INQUIRY DEADLINE

All questions and inquiries regarding this ITB must be submitted via email to webbs@jeffcoal911.org no later than Tuesday, March 9, 2021 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.

In the event you receive a notification of intent to award letter, you will be required to provide your Jefferson County business license within 7 days of receipt of notice of intent to award. If you are not currently registered with Jefferson County Revenue Department, and do not have a business account number, applications may be obtained by logging on to <http://jeffconline.jccal.org/revenue>. Once you have logged on, click on Business License and then **New Applicants. Failure to submit the requested information may result in the notice of intent to award being revoked.

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.



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: 3/2/2021
ITB No: 1-21

BIDDER QUALIFICATIONS

Bids will be considered only from authorized distributors or dealers who are normally engaged in the manufacturing, sale or distribution of materials requested herein. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County.

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
- Non-collusion Affidavit
- Affidavit of Contractors
- Equal Employment Opportunity Certificate
- Debarment Statement
- Signature Page

{Remainder of page intentionally left blank }



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: 3/2/2021
ITB No: 1-21

DETAILED SPECIFICATIONS

Intensive use chairs are designed to be used 24 hours per day, 7 days a week in intensive use environments and are ideally suited for call centers, 911 dispatchers, control rooms and other applications that have someone constantly seated round-the-clock. Intensive use chairs are designed to withstand constant use by numerous different individuals of varying weight and size. Intensive use chairs must be adjustable, durable and reliable.

All chairs and stools shall meet or exceed the following specifications

Base

Base shall be 28" in diameter. Base shall have a 7-leg minimum "star" configuration. Base shall be free of sharp edges. The base shall be made from high strength (10 gauge minimum) steel and able to pass a 10,000 dynamic load test. Base shall be powder coated to be scuff and oxidation resistant.

Dual Safety Casters:

Chair shall have a minimum of 7 dual wheel safety casters. A safety caster is a caster that will not roll freely unless a body is sitting in the chair. Casters shall be a minimum of 65mm and encapsulated to prevent build-up of dust and hair during use. Casters should have two connection rings to reduce noise and eliminate wobble.

Seat Frame/Pan Construction

The seat frame and or seat pan shall be constructed of 10-gauge steel. No wood or composite allowed. The seat pan shall have an EAS2 suspension, a membrane suspension system that dissipates weight over the entire chair surface. The dissipation of weight allows for blood and oxygen to flow better to the lower extremities and keeps the occupant more alert and more comfortable. Foam shall be limited to 1" HR foam to provide a pillow top for the suspension system. Seat shall have a "waterfall" or "roll-off" front edge.

Replaceable Covers

Covers shall have the ability to be replaced in the field.

Weight Capacity

All chairs shall be warrantied to 550lbs.

Lumbar:

Chair shall come with infinitely adjustable lumbar support adjustable from a seated position.

Cylinder:

Pneumatic cylinder shall be a DIN Class 4551-4, 500 newtons and certified to more than 100,000 cycles

Armrests

C-Loop type arm rests with lift up adjustment button shall be provided for all chairs and stools. Arms shall be adjustable in height and width. Width adjustment shall be a minimum of 2.5" per arm and can be adjusted without tools. Height adjustment shall be a minimum of 4". Arms shall have the ability to be replaced without tools.



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: 3/2/2021
ITB No: 1-21

DETAILED SPECIFICATIONS (CONT'D)

Codes and Standards

Chairs shall meet the following minimum testing requirements.

ANSI/BIFMA - X5.1 2002 – General Purpose Office Chairs.

ANSI/BIFMA – X5.11 – Bariatric Office Chairs

Federal Specifications FNEW-83-269E Performance Test Method for Intensive Use Chairs

Cal Technical Bulletin 117

Dimensions & Adjustment Abilities

Seat Pan Depth 19”

Back Height (seat pan to top of chair back) 25”

Seat Width 21”

Covers Material

Cover material shall be **top grain leather**.

360 Degrees Swivel

Chair shall have the ability to swivel 360 degrees. Adjustment mechanism shall be readily accessible to the occupant and shall be easily identified and operable when executing adjustment (except seat height) while seated. Chair shall lock in 7 positions. A control that requires simultaneous adjustment of the seat pitch and back tilt angle is not acceptable.

Warranties and Service

The manufacturer must provide a minimum chair frame warranty against failure for a period of 10 years from date of purchase.

All chair parts shall be free from failure for a period of 6 years.



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: 3/2/2021
ITB No: 1-21

SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT

AUTHORIZED DISTRIBUTOR

Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all the manufacturer's warranties.

BRAND NAMES

Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS

Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality for the items to be specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. Jefferson County 9-1-1 ECD The Jefferson County Commission will be the sole judge of whether such alternates are equivalent to the items specified. Jefferson County 9-1-1 ECD reserves the right to waive immaterial variations in the specifications.

COMPLIANCE WITH OSHA

Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and the Bidder will indemnify and hold Jefferson County 9-1-1 ECD Jefferson harmless for any failure to so conform.

DELIVERY WILL BE TO:

Jefferson County 9-1-1 ECD,
2659 Center Point Parkway
Birmingham, AL 35215

Purchase orders will be issued as deliveries are required. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute grounds for cancellation of the order at the option of Jefferson County 9-1-1 ECD.

DELIVERY HOURS

Monday – Friday between 08:00am and 3:00p,

F.O.B. POINT & SHIPPING CHARGES

F.O.B. Destination via best way.

QUANTITIES

Quantities shown are estimates and are not a guarantee to buy in the amount shown.

WARRANTY, SUCCESSFUL BIDDER

Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality from date of the final acceptance by Jefferson County 9-1-1 ECD. Time is of the essence of this contract. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of Jefferson County 9-1-1 ECD operations.



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: 3/2/2021
ITB No: 1-21

GENERAL TERMS AND CONDITIONS

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.

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.



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: 3/2/2021
ITB No: 1-21

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.

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 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.

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.

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.



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: 3/2/2021
ITB No: 1-21

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.

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.



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: 3/2/2021
ITB No: 1-21

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.

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.



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: 3/2/2021
ITB No: 1-21

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.

{Remainder of page intentionally left blank}



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: 3/2/2021
ITB No: 1-21

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.



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: 3/2/2021
ITB No: 1-21

REQUIRED FORMS



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: 3/2/2021
ITB No: 1-21

NOTIFICATION OF INTENT TO RESPOND TO

ITB 1-21: TASK CHAIRS (INTENSIVE USE)

(Return signed statement no later than March 8, 2021 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.

NAME OF YOUR COMPANY: _____



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: 3/2/2021
ITB No: 1-21

BID FORM

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

NOTE: All items will be ordered on an as needed basis.

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COLOR</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
<u>1</u>	<u>INTENSIVE USE TASK CHAIRS, CONCEPT SEATING 3150HR TWO STEP OPERATOR OR APPROVED EQUAL OR BETTER</u>	<u>11</u>	<u>BLACK</u>	<u>\$</u>	<u>\$</u>

Mfg Name _____

Product Number _____

Exact Transportation Charges, if any..... \$ _____

Total Amount of Bid..... \$ _____

Total Amount Bid Written in Words: _____

Delivery is guaranteed not later than _____ days after order date.

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

Amount Written in Words. This bid will be awarded based upon the total amount bid **as written in words**. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; the County will not be responsible for Bidder miscalculations.

Maximum Completion or Delivery Time: _____ Days from receipt of order or notice to proceed.



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: 3/2/2021
ITB No: 1-21

Bidder shall complete the following required information:

1. **All or None Offer.** This bid is offered on an all or none basis? _____(Yes/No)
2. **Delivery.** Delivery time after receipt of order:_____ days. Delivery will be made via (check applicable means of delivery): ___ Bidder's Truck ___ Commercial Truck
___ Train ___ Sea ___ Air
3. **Minimum Warranty.** The minimum acceptable warranty is:
 - a. **Scope:**
 - b. **Term:** _____, from date of acceptance by the (Agency).

Warranty Offered by Bidder. The Manufacturer's Warranty for Item Offered is:

- a. **Scope:**
 - b. **Term:**
4. **Extended Warranty.** Indicate terms and price of any extended warranties available for purchase, commencing upon expiration of original warranty.
 - a. **Scope:**
 - b. **Term:**
 - c. **Price per Term per Unit:**
 5. **Warranty Response Time.** Minimum acceptable response time is 24hrs from the time Jefferson County 911 ECD requests service. Indicate maximum response time after notification of warranty issue: 48hrs.

NAME OF YOUR COMPANY _____



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: 3/2/2021
ITB No: 1-21

Term of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety- (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

Bidder's Acknowledgement Of His Understanding Of The Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Bidder hereby acknowledges receipt of Addenda Number(s) __, __, __, and __.

Representations Made Under Penalty Of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the County the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bidder Name (Person, Firm, Corp.)

Signature of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Facsimile Number

NAME OF YOUR COMPANY _____



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: 3/2/2021
ITB No: 1-21

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: _____



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: 3/2/2021
ITB No: 1-21

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: _____



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: 3/2/2021
ITB No: 1-21



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: 3/2/2021
ITB No: 1-21

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



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: 3/2/2021
ITB No: 1-21

SIGNATURE PAGE

The Jefferson 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)