Sealed bids for Guard Services will be received by the Purchasing Agent, Jefferson County Department of Health, General Service Annex, 401 14th Street South, Birmingham, AL 35233, until 10:00 a.m., Wednesday, August 12, 2020, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.jcdh.org (go to the ABOUT header and click on BIDS), or by visiting the Purchasing Office at the address shown above, or by calling (205) 930-1032, fax (205) 930-1060 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking for addenda until bid opening date. Addenda will be mailed only to those vendors who were provided a copy in person or by mail.

All bids must be submitted on Bid Form in a sealed envelope indicating “Sealed Bid Enclosed” with opening date and bid number printed on outside of envelope. If awarded the bid. The successful bidder will be required to sign the “Addendum to Standard Bid Agreement Form” included in the bid package and any other documents deemed necessary for contractual purposes.

All bidders must complete and return the notarized State of Alabama disclosure form included in the bid package and must provide their E-verify number and a copy of their E-verify certificate and all other documents listed in the enclosure.

It is required for any contract/purchase exceeding $10,000.00 that the bidder submits with their bid either certified check, a cashier’s check or a bid bond payable to the Jefferson County Department of Health in the amount of $500.00. In order for any bid award to be considered that exceeds $10,000, it must be accompanied by an acceptable bid bond or check. Bid bonds will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of the award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening. Bid prices are to be effective for a three (3) year period from the bid and contract award date.

Jefferson County Department of Health is exempt from all tax. This statement in no way is to be construed as relieving a seller or contractor from paying any tax assessed to him as a seller or contractor.

A mandatory pre-bid and site survey will be held Wednesday, August 5, 2020 at 10:00 a.m. in the conference room at 401 South 14th Street. Anyone who wishes to submit a bid must
attend. The site survey will be conducted for all potential bidders and will be crucial to get a thorough understanding of the work to be performed. **Attendance will be mandatory. Due to COVID-19, all participants are REQUIRED to wear a face covering and practice social distancing.**

Jefferson County Department of Health (JCDH) expressly reserves the right to reject any or all bids, or parts of bids and to make the award all or none or per line item on the merit and/or features of design and quality, delivery, and availability as the best interest of the Jefferson County Department of Health appears.

All bids are to be typewritten or printed in ink on the enclosed bid form. The bidder shall assume full responsibility for timely delivery of the bid to the location designated for receipt of bids. Oral, telephonic or faxed bids are invalid and will not receive consideration.

Successful bidder will be notified of bid award via Jefferson County Department of Health’s standard purchase order and Notice of Award letter.

Questions concerning the specifications should be sent to Jackie Henderson at jackie.henderson@jcdh.org. Questions concerning the bid process should be sent to Hazel Collins at hazel.collins@jcdh.org. Bid will be awarded to the vendor with the lowest responsible bid.

__________________________
Hazel Collins, Purchasing Agent

HC
BN: 7-29-20

Enclosures
SPECIFICATIONS FOR GUARD SERVICES

GENERAL
The Jefferson County Department of Health (JCDH) is to establish a contract with firm pricing for guard services. This contract will consist of fill-in routine shift work due to JCDH employee sick time, vacation, extended leave and additional services for holidays as well as additional guard service based on short term notice for coverage periods of varying lengths of time. Contract period is for three (3) years. However, JCDH and the Contractor have the option to cancel bid for any reason with a thirty-day (30) written notice.

The subsequent contract will be based upon the lowest responsible delivered price identified in this bid.

Guard service will be provided at locations in Jefferson County, Alabama. Locations may be added or deleted within a thirty-day (30) notice to contractor.

Bidder shall provide each guard a listing of emergency telephone numbers (police, fire, sheriff, utility companies, etc), bidder’s appropriate supervisory personnel and appropriate JCDH contact supervisor for specific site. There will be written instructions, approved by the JCDH supervisory as to when and in what order any if the telephone numbers are to be used. Guards are to be instructed not to use JCDH phones for personal business, no personal local phone calls, no long distance calls and do directory assistance calls. Any phone service charges determined to be the result of guards using the telephone while on duty at JCDH will be charged back to the contractor in the form of a deduction from payments due for guard service.

PAYMENT
The JCDH requires the contractor to pay a minimum of $10.25/hour to any and all employees utilized by JCDH under this contract. Contractor must agree to provide proof (in the form of a copy of the company’s payroll register or journal signed by an officer of the company and certified to be correct) to the JCDH that this required minimum wage of $10.25/hour is being paid to the personnel provided to JCDH at any time requested during the contract period.

If at any time during the contract the minimum wage as defined by Federal regulation changes, JCDH will require the contractor to adjust the minimum required hourly wage of those workers being paid $10.25/hour by the exact amount of the federally defined minimum wage change. Contractor must provide documentation of wages paid prior to the proposed change as well as the adjusted billing to justify the new billing.

Contractor will submit original invoices with dates and description of services rendered to our Accounting Division monthly. Failure to timely submit invoices may result in substantial delay or denial of payment.
SERVICE AREAS

Guy M. Tate Building                           General Services Annex
1400 Sixth Avenue South                      401 South 14th Street
Birmingham, AL 35233                          Birmingham, AL 35233

POSSIBLE ADDITIONS:
Eastern Health Center
601 West Blvd.
Birmingham, AL 35206

Western Health Center
631 Bessemer Super Highway
Midfield, AL 35228

HOURS

Guy M. Tate Building and General Services Annex: 48 plus hours per week, seven days per week (plus relief hours for JCDH guards for vacation and other types of leave) without regard for holidays.

Other Sites: To be determined.

PRINCIPAL CONTACT PERSON


REQUIREMENTS

(a) Contractor’s references must be located in the Jefferson and/or Shelby County, Alabama areas.

(b) Contractor must have established local office in Jefferson and/or County, Alabama areas.

(c) No guard shall be assigned by contractor to the protected property until a criminal background check has been conducted and the guard’s character, reputation, honesty, sobriety, truthfulness and reliability have been carefully investigated by the Contractor. Contractor agrees to use all reasonable and practical means not to employ any individual as a guard if at any time they have been convicted of any felony or misdemeanor other than a violation of any
motor vehicle or traffic laws. JCDH assumes no responsibility to investigate or ascertain the background or qualifications of the assigned guards. JCDH assumes no responsibility for the conduct of the assigned guards or the consequences resulting there from.

(d) The contractor agrees to carry and keep in full force at all times the following insurance: general liability, (bodily injury, property damage) with a minimum of $1,000,000 for each occurrence and $2,000,000 aggregate. This can be covered by the general liability by itself or together with the excess liability umbrella. The contractor agrees to carry workmen’s compensation insurance in the name of the vendor sufficient under the laws of the State of Alabama.

(e) Contractor will be required to have a local contact person with a local telephone number. The telephone is to be manned 24 hours a day, seven (7) days per week by a person with the company or an answering service, but not an answering machine. Contractor must respond to the telephone calls within 20 minutes of receipt by an answering service. The contractor must furnish a telephone number to the Department and the Purchasing Division prior to the issuance of a purchase order.

(f) Contractor must be licensed by appropriate municipal, county, and state agencies.

(g) Contractor is to include with bid forms proof of having a training program, whether it be a letter from the training agency or from descriptive literature submitted by the contractor. This is to accompany bid, or bid may not be considered. No guard shall be assigned by contractor to the protected property unless he has been sufficiently trained in a manner equal to or greater than that of other similarly situated contractors of security guard services. JCDH assumes no liability for training guards assigned to the protected properties.

(h) Contractor is to include three (3) or more client references with addresses, telephone numbers and contact persons. The references are to be within the local area. References are to be from reliable sources.

(i) Contractor must have a minimum of five (5) years experience in the provision of security guard services and must have furnished references satisfactory to the Department.

(j) Successful bidder must sign “ADDENDUM TO STANDARD ("AGREEMENT") FORM BID/AGREEMENT.” (See Attached)
GUARDS

(a) Guards must be fully trained in procedures for building evacuation and fire protection.

(b) Guards must be knowledgeable in both on-site and off-site fire and safety resources.

(c) Guards must have the ability to utilize personal computers/terminals, two-way radios, cell phones, other electronic equipment, etc.

(d) Guards must have a high school diploma or G. E. D.

(e) Each guard must have a physical examination by a certified physician documenting the person is able to physically perform the job.

(f) Guards must be free of any physical impairment that would render them unable to perform the essential functions of the position. Guards must be capable of standing for prolonged periods of time.

(g) Proof of rubella/rubeola (measles) immunity is required for all contract employees born in 1957 or later. These services can be obtained at the Adult Immunization Clinic (JCDH) at the contractor’s expense.

(h) Guards must be physically capable of maintaining order in stressful, confrontive and dangerous situations, and of removing disruptive or unruly persons from the agency.

(i) Each guard must have a working knowledge of local and state statutes on law enforcement and public safety. Each guard must have had training and experience in human relations, and crowd management and control. JCDH assumes no responsibility with regard to training guards assigned to protected properties. Training and experience of guards is the sole responsibility of the contractor.

(j) Contractor will be reimbursed a minimum of two hours for all “emergency or Call-out hours.”
SPECIFICATIONS FOR GUARD SERVICES

The contractor shall furnish uniformed guards to protect and prevent the protected property against fires, thefts, and damage or destruction by sabotage, riots or other intentional acts of violence.

The principal posts, duties and hours of duty of the guards will be agreed upon between the parties hereto. In order to comply with such agreement, the contractor agrees to furnish replacements or substitutes for regularly assigned guards whenever necessary.

The guards shall at all times, to the best of their ability, perform their duties and shall promptly report to such individuals, as the Department may from time to time designate, any fires, thefts, or attempted thefts, damage or destruction of property; sabotage or attempted sabotage, riots, acts or attempted acts of violence, circumstances causing suspicion of intended thefts or damage to property, and all other matters relating to the safety of the protected property which are discovered by them or which in the exercise of due diligence should be discovered by them and make written reports with respect thereto.

The contractor will furnish the guards completely outfitted with uniforms and necessary equipment.

The contractor agrees that the protection service covered by this agreement shall be performed by qualified, careful and efficient employees in strict conformity with all local and state laws and regulations, and in conformity with the standard of care applicable to similarly situated security Guards.

The contractor agrees that the guards shall be subject to all JCDH regulations while on the premises of the protected property. The contractor further agrees that the guards shall be courteous, neat, clean and presentable when on duty. The contractor agrees that the guards will wear a JCDH identification badges during their shift and if the contractor dismisses or re-assigns an employee, the contractor will be responsible for returning the ID Badge to JCDH within five (5) working days or pay $25 for the ID Badge.

The contractor shall supervise the performance of the guards and shall at un-announced intervals call on the protected property to determine the manner in which the guards are discharging their duties.

Contractor must provide supervision with frequent inspections.

Provide additional Guards in case of emergency conditions.

Provide a minimum of one trained/experienced guard in reserve for emergency relief coverage.

Must provide maximum of two (2) hour replacement time.
Contractor may be required to accomplish a site security survey and furnish a comprehensive report within 14 days of issuance of a purchase order.

The Jefferson County Department of Health has the right to have a guard removed by the contractor on one day’s notice and replaced with another guard at the Department’s sole discretion.

There will be periodic patrolling of the building and adjoining premises and the guard will be required to check employee identification badges and maintain after hours sign-in/out log. The guard will be required to maintain a log book to record any incident that may occur during their duty period. The guard will perform any other duties deemed necessary by JCDH to maintain safety and security.

Monitor the building’s electronic monitoring system (where applicable).

Always be aware of building organization and contents.

Firearms will not be permitted.

Protect the safety and well-being of both patients and staff by means of active vigilance, prevention of violence, and active physical intervention when necessary.

Guards will report to and receive orders from contractor. JCDH assumes no responsibility for supervision or training of the security guards.

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama, or leases for use in Alabama, are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama.

**BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGE THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.**
SUPPLEMENTAL CONDITIONS FOR
JEFFERSON COUNTY BOARD OF HEALTH
SERVICE CONTRACTS

INSURANCE
The Bidder shall secure, pay for and maintain such insurance as will protect Bidder and the Owner from any claims for damages to property or for bodily injury, including death, which may arise from operations under this contract whether directly or indirectly employed by either party. Such insurance shall cover all contractual obligations that the Bidder has assumed.

Before processing any work, the Bidder shall furnish to the Owner Certificates of Insurance, by insurance companies approved by the Owner, evidencing coverage by the Contractor as set forth below. Certificates which are incomplete will be returned by the Owner for resubmission by the Bidder until acceptable. The Bidder shall keep said insurance in full force for the duration of the Contract. Such insurance shall not be modified, canceled or allowed to lapse unless the Owner has received written notice by registered mail no earlier than fifteen (15) days, no later than ten (10) days, in advance of the date of such modification, cancellation or lapse.

The contractor shall furnish acceptable proof of insurance on the following coverage.

The insurance required shall be written for not less than the following limits, or greater if required by law:

<table>
<thead>
<tr>
<th>Worker's Compensation:</th>
<th></th>
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<tbody>
<tr>
<td><strong>State:</strong> Statutory</td>
<td></td>
</tr>
<tr>
<td><strong>Applicable Federal:</strong> Statutory</td>
<td></td>
</tr>
<tr>
<td><strong>Employer's Liability</strong></td>
<td>$1,000,000.00 per Accident</td>
</tr>
<tr>
<td><strong>Bodily Injury:</strong></td>
<td>$1,000,000.00 Disease, Policy Limit</td>
</tr>
<tr>
<td></td>
<td>$1,000,000.00 Disease, Each Employee</td>
</tr>
</tbody>
</table>

Commercial General Liability on an ISO Occurrence Form or equivalent (including Bodily Injury; Property Damage; Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

<table>
<thead>
<tr>
<th>Bodily Injury:</th>
<th>Property Damage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000.00</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>$1,000,000.00</td>
<td>$2,000,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Products and Completed Operations to be maintained for two (2) years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner during this period.

Additional named insured: Jefferson County Department of Health.

Broad Form Property Damage shall include Completed Operations.

**Contractual Liability:**

**Bodily Injury:**

- $1,000,000.00 Each Occurrence
- $2,000,000.00 Aggregate

**Property Damage:**

- $1,000,000.00 Each Occurrence
- $2,000,000.00 Aggregate

**Personal Injury, with Employment Exclusion deleted:**

- $1,000,000.00 Each Occurrence
- $2,000,000.00 Aggregate

**Business Auto Liability (including owned, non-owned and hired vehicles):**

**Bodily Injury:**

- $1,000,000.00 Each Occurrence

**Property Damage:**

- $1,000,000.00 Each Occurrence

If the General Liability coverage is provided by a Commercial Liability policy, the:

- General Aggregate shall not be less than $2,000,000.00.
- Fire Liability Limit shall be not less than $100,000.00 on any one fire.

Medical Expense Limit shall not be less than $10,000.00 on any one person.

Furnish one copy of Certificates herein required for each copy of the Agreement; specifically set forth evidence of all coverage required. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be accepted. Furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

All workmen’s compensation, public liability and property damage insurance or claims will be the responsibility of the Contractor.
Hazel Collins
Purchasing Agent
Jefferson County Department of Health
General Services Annex
401 South 14th Street
Birmingham, AL 35233

Submitted below is my firm bid in accordance with your ITB #20-07-16.

**Security Guard Service for the following:**

**Guy M. Tate Building/General Services Annex**

Forty-eight (48) plus hours per week, seven (7) days per week, (plus relief hours for JCDH Guards for vacation and other types of leave) without regard for holidays. Current hours for Guard Service are 128 per week and could decrease/increase.

Any other JCDH buildings upon request for relief, etc.

HOLIDAY SHALL BE BILLED AT STRAIGHT TIME ONLY.

<table>
<thead>
<tr>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Guard Service for Guy M. Tate Building and other health department buildings, as per specifications</td>
<td>$_______________/hour</td>
</tr>
</tbody>
</table>

Bid prices to be effective from September 1, 2020 through August 31, 2023.
Bidder acknowledges receipt of _____________ addenda. This page must be returned with bid. (addenda numbers)

Date of Bid

Company

Street Address

City State Zip

Post Office Box (Zip if different from street address)

Telephone Number

Terms of Payment

Name (print legibly or type)

Title

Signature

Tax ID Number

E-mail Address

Fax Number

Delivery Date

Please enclose your business card with your bid.

REFERENCES: LIST AT LEAST THREE (3)

Contact Person ________________________________________
Company ________________________________________________
Address __________________________________________________
Telephone ________________________________________________

Contact Person ________________________________________
Company ________________________________________________
Address __________________________________________________
Telephone ________________________________________________

Contact Person ________________________________________
Company ________________________________________________
Address __________________________________________________
Telephone ________________________________________________