



REQUEST FOR PROPOSALS

BY

JEFFERSON COUNTY OFFICE OF COMMUNITY SERVICES & WORKFORCE
DEVELOPMENT

716 Richard Arrington Jr. Blvd N
Suite A-430
Birmingham, AL 35203

For

PRE-OWNED AERIAL FIRE APPARATUS

PROJECT TITLE: McAdory Aerial Fire Apparatus

Jefferson County, Alabama

Date: March 9th 2021

Jefferson County Alabama through the Office of Community Services & Workforce Development has been awarded Federal Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) for the **McAdory Aerial Fire Apparatus Project**.

The County is seeking to contract with a competent Fire Apparatus Dealer for the purchase of a Pre-owned Aerial Fire Apparatus.

Interested parties should submit a proposal based on the specifications listed below. Failure to do so will not relieve the proposing entity from responsibility for estimating properly the difficulty or cost of successfully performing the work. The County will not assume responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract unless included in the Invitation for Proposals, the specifications, or related documents. The County will not be responsible for any costs incurred by proposers in preparing proposals. Proposers are held legally responsible for their proposals. Proposers are not to collaborate, for the purpose of restricting competition, with other applicants or competitors in developing proposals.

PROJECT DESCRIPTION

Pre-Owned Aerial Fire Apparatus

SPECIFICATIONS

The Dealer agrees to provide all of the materials and services required by this Proposal, in a complete and acceptable form, as customarily provided according to professional standards for completion of the Proposal which shall include or equal to specifications listed below.

2009 or newer
Custom Chassis
Single Source Manufacturer
75' Aerial Device
Diesel Engine
Engine Brake
Automatic Transmission
Air conditioned cab
Seating for at least 4 personnel with a minimum of 3 SCBA seats
Minimum 1500 GPM Pump, Hale or Waterous Preferred
Minimum 400 Gallon Polypropylene Tank
CAFS Foam System
Front Suction
Generator - Minimum 10kw
Minimum 1 Electric Reel
Federal Q2b Siren
Backup camera
Arrowstick Traffic Indicator
LED Lighting

Minimum 2 Scene Lights
Maximum Mileage: 75,000
Maximum Engine Hours: 9,000
Maximum Aerial Hours: 800
Maximum Length: 38'
Maximum Height: 11' 10"
Minimum GVWR: 57,000

Truck must include current annual pump service test conducted within 90 days of delivery

Truck must include a current 5-Year NDT aerial test by a 3rd party inspection company

Truck must have minimum 1 Year Major Component Warranty

All work performed must be completed by EVT Certified Mechanics

PROPOSAL REQUIREMENTS – This request for proposals is being released on March 9th 2021. The outside of the envelope shall be clearly marked:

“PROPOSAL FOR USED AERIAL FIRE APPARATUS FOR THE MCADORY FIRE DEPARTMENT, ALABAMA

- A. Due to the requirements of this request, emailed or faxed qualifications/proposals will not be accepted. Late qualifications/proposals will not be considered.
- B. If applicable, the County will inform firms to be interviewed of the exact time and place of the interview at a later date.
- C. **CONTENT OF PROPOSALS** – The following content will be evaluated and used as the basis for selecting firms to be interviewed and the final selection of an engineer firm/individual. Proposals shall be arranged in the following order and be organized for ease of understanding:

Submit one (1) original and two (2) copies of the following:

1.a. Valid Alabama Professional License Number for Firm/Individual Engineers

1. **Cover Letter:** a one page introduction including the assurance that minimum insurance requirements will be met and that the project site has been visited.
2. **Executive Summary:** a one or two page summary including:
 - a. Qualifications of the individual or firm.
 - b. Project manager and his/her experience.
 - c. Project timeline, specifically including when the team can start the project, project progress and a completion date. (The timeline of the successful proposal will be incorporated into the negotiated contract.)
3. **Statement of Qualifications:** describe the competence and experience of the firm or individual including:
 - a. Experience working with federally funded projects, particularly CDBG.
 - b. Contract/construction management experience to include federal contracts.
 - c. The proposal should clearly outline the project team members who will be involved in the project including the following information for each proposed team member:
 - i. Name
 - ii. Firm for which they work (preference given to firms that do not subcontract services)
 - iii. Job title for this project
 - iv. Specific duties assigned on this project
 - v. Recent experience with federally funded projects including Community Development Block Grant projects that begins with the individual's most recent projects and includes project, year completed, the individual's job title or responsibilities, and firm (if different than current).
 - vi. Recent experience with Jefferson County Projects.

4. **Previous Experience:** containing:

A list of past clients, including local governments and similar projects. Information should include, at a minimum, the following in order to expedite reference checks during the scoring process:

- a. Name of project and location
 - b. Owner/Client's name
 - c. Owner/Client's address
 - d. Contact name
 - e. Phone number
 - f. Contract award date
 - g. Contract completion date
 - h. Initial estimated dollar of amount of the project; final dollar amount of the project
5. **Certifications**
- a. The remaining certifications are required and must be submitted with your proposal.
 - b. All certifications must be original signatures by an appropriate officer of the firm,

or in the event of a sole proprietor or partnership, by the proprietor or general partner.

Sealed proposals will be received in the Jefferson County Office of Community Services & Workforce Development, 716 Richard Arrington Jr., Blvd. N., Suite 642 Attention Darryl Tavel, Birmingham, AL 35203 before 10:00 AM Central Time on Tuesday March 30th, 2021. Failure of the proposing entity to complete all of the required documents may result in rejection of the proposal. All proposals should be identified as "Sealed Proposal –Pre Owned McAdory Aerial Fire Apparatus"

FEDERAL FUND USAGE

Proposing entities are hereby notified that federal funds are being used in the construction of this project, and accordingly all construction contractors will be required to comply with all applicable federal laws, including but not limited to, the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by the Department of Labor regulations (29 CFR, Part 3). In addition, all wages paid for the construction phase of this activity must be in compliance with the Davis-Bacon wage rate determination for this project. The County will monitor for compliance with these regulations and Acts. The Engineer and all subcontractors shall comply with any federal, state and local EEO requirements where, and if applicable, to this project.

Correspondence, questions, and/or clarifications of the proposal procedure should be directed to: Darryl Tavel, Jefferson County Office of Community Services & Workforce Development, 716 Richard Arrington Jr Blvd. N., Suite 642, Birmingham, AL 35203, taveld@jccal.org.

SELECTION PROCESS

1. Following a review of the proposals by Grants Administrator and Senior Grants Management Coordinator, the proposals shall be further transmitted to the selection committee.
2. The Selection Committee may invite two or more proposing entities to attend an interview at which time they will be contacted to schedule a time and location for the interview.
3. The Selection Committee will evaluate and rank firms accordingly.
4. Final rankings will be forwarded to the Director of Community Services & Workforce Development for consideration.
5. The Dealer selected may be asked to negotiate a final proposal and price, and to develop a contract. Should negotiations fail to result in the development of a contract, the next highest-ranking ranking will be offered the opportunity to continue the process. This method may continue until an agreement is reached and a contract negotiated.
6. The final contract must be approved by the Jefferson County Commission.

7. The cost incurred by proposing entities in preparing the proposal or incurred in any manner in responding to the document, may not be charged to Jefferson County.
8. All proposing entities will be notified of the results within thirty (30) days after the close of the request for proposal period.

PROTEST PROCEDURE

Proposal protests shall be submitted in writing to:

Dr. Frederick L. Hamilton, Director
Jefferson County Office of Community Services & Workforce Development
716 Richard Arrington Jr. Blvd. N., Suite A-430
Birmingham, AL 35203

Written protests must be submitted within 72 hours of notification of award. Protests must contain at a minimum, the name, address and telephone number of the protester; the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within 15 business days of receipt, and after consultation with legal counsel, HUD, or others, Jefferson County will respond to the protest. Jefferson County reserves the right to reject any or all proposals; to waive irregularities of information in any proposal; to re-advertise the request for proposals; and/or to take any steps determined prudent in order to resolve the protest.

Jefferson County, Alabama
Request for Proposals for Used Aerial Fire Apparatus
McAdory Fire Department

TERMS

- A. **Legal Compliance:** Work performed, and plans produced shall comply with all state, environmental, statutory, legal process, OSHA, Davis Bacon and the Fair Labor Standards Act.
- B. **Acceptance of Proposal:** The County reserves the right to reject any and all proposals and to waive informalities, if, at its discretion, the interests of the county will be best served thereby.
- a. The County reserves the right to negotiate the specified dollar amount, or any portion of that amount. The County reserves the right to negotiate contract changes following the award.
 - b. If there is any conflict between these documents and the proposal, these documents shall control.
 - c. The County reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The County reserves the right to stop the project if it is in the best interest of the County.
 - d. No proposer shall have a right to make a claim against the County in the event the County accepts a proposal or does not accept any proposals.
- C. **Validity of Proposals:** Proposals must be valid for at least 60 days.
- D. **Insurance:**
- a. Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products – completed operations, \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage and \$5,000 medical expense any one person. The policy shall be on an occurrence basis, shall include contractual liability coverage and the County shall be named an additional insured. This coverage shall be maintained for one year after final completion and acceptance of the Project by the City of Brighton.

- E. **Addenda to RFP:** Any changes, additions or clarifications to the RFP will be made by written Proposal addenda.
- a. Such addenda will be sent to all proposers receiving the original RFP and will become part of the Proposal package, having the same binding effect as provisions of the original proposal.
 - b. All addenda, amendments and interpretations of this solicitation shall be in writing. The County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing Proposal responses. All contact that a proposer may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County, and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing proposal responses.
 - c. The County does not assume responsibility for receipt of any addendum sent to proposers.
 - d. A copy of all addenda issued must be signed and returned with your proposal.
- F. **Contract and Conditions:** The selected firm or individual will be required to enter into three contracts with the County. The proposal should indicate if your firm has any problems with the draft contract language. Additional contract conditions may be required, depending upon the nature and extent of the services to be provided. The County reserves the right to negotiate a change or modification to any of the proposed contractual conditions.

MBE/WBE PARTICIPATION

Where possible, Dealers are encouraged to utilize the skills and services of minority businesses in the fulfillment of the contractual responsibilities pertaining to this project.

Jefferson County, in carrying out projects as authorized under the Housing and Community Development Act of 1974, is required under 135 of Title 24, Housing and Urban Development Act of 1968, to take affirmative action to assure that employable persons and businesses in our project area (Jefferson County) are utilized to the greatest extent feasible with particular emphasis being placed upon the hiring of women and minorities as both employees and, where applicable, subcontractors. Jefferson County is sincere in its effort to ensure that both the letter and intent of the regulations are complied with and Jefferson County will monitor your firm's efforts in this particular area, should your firm be selected.

Termination of Agreement for Convenience

Upon seven days written notice to Dealer, OWNER may without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, ENGINEER shall be paid (without duplication of any items):

For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

For reasonable expenses directly attributable to termination, Dealer shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Independent Contractor: The Dealer acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Dealer is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this agreement.

Miscellaneous Requirements: Upon execution of this contract, the Dealer shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

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

Liability: The Dealer shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Dealer will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the dealer, its agents, subcontractors or employees under this Contract.

Insurance: Dealer will maintain such insurance as will protect him and the County from claims 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. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date.

County Funds Paid: Dealer and the Dealer representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including

CODE OF CONDUCT

The Dealer covenants that no person who presently exercises any functions or responsibilities in connection with the program has any personal financial interest, direct or indirect, in this Project. The Dealer further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Dealer further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of the Dealer or its employees must be disclosed to the OWNER. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low- and moderate-income residents of the area.

The Dealer further agrees that none of the employees or officers of the firm shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.

ADMINISTRATIVE ORDER OF THE JEFFERSON COUNTY COMMISSION 08-4

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To give notice to potential contractors that Jefferson County is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of Jefferson County to require contractors, vendors and suppliers (hereinafter "Contractor") providing goods and services to the County to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

I. PROCEDURE

The clause set forth below which requires Contractor compliance with federal law shall be incorporated in each bid or offer to do business with the County and in all contracts and subcontracts with the County as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The 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.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County. (Form attached.)

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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement on the date first written above.

JEFFERSON COUNTY, ALABAMA

Attest:

Minute Clerk
Jefferson County Commission

BY: _____
James A. Stephens, President
Jefferson County Commission

Attest:

Owner/Dealer

President

PPENDIX D

JEFFERSON COUNTY, ALABAMA
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: _____

Address: _____

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, disability or veteran status. The 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

Date

Signature

Title