



*Serving Jefferson County Since 1917*

Hazel L. Collins

Purchasing Agent

## JEFFERSON COUNTY DEPARTMENT OF HEALTH

1400 6<sup>th</sup> Avenue South, Birmingham, AL 35233

(205) 930-1961/Fax (205) 930-1060

July 31, 2024

ITB# 24-08-17

### INVITATION TO BID

The Jefferson County Board of Health (the "Board") and the Jefferson County Department of Health (the "Department") (collectively, "JCDH") will be accepting sealed bids for **Gravimetric Analysis of PM 2.5 and PM 10 Filters, Data Management & Archiving Services** which will be received by:

Purchasing Agent, Jefferson County Department of Health, General Service Annex,  
401 14<sup>th</sup> Street South, Birmingham, AL 35233,

until 10:00 am CST., Wednesday, August 21, 2024, (the "Bid Period") at which time and place they will be publicly opened and read. The Project will involve an expenditure in excess of thirty thousand dollars (\$30,000) and is subject to competitive procurement provisions of the Alabama Bid Law, Ala. Code 41-16-50 et seq.

#### **A. SCOPE OF WORK AND MATERIALS**

Prospective bidders may download the complete solicitation including the specifications and bid forms via the internet at <https://jcdh.org/SitePages/About/Bids.aspx>, or by visiting the Purchasing Office at the address shown above, or by calling (205) 930-1961, fax (205) 930-1060 and requesting a copy be mailed to you. Any addenda will be available on the JCDH website.

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. **Bidders are strongly encouraged to read the entire solicitation.**

#### **B. BIDS**

All bids must be submitted on Bid Form in a sealed envelope indicating **"SEALED BID – ITB# 24-08-17, "Gravimetric Analysis of PM 2.5 and PM 10 Filters, Data Management & Archiving Services"** with opening date and bid number printed on outside of envelope.

All bidders must complete and provide the following:

- The notarized State of Alabama disclosure form included in the bid package;
- The Addendum to ITB Agreement Contract;
- A copy of their E-verify certificate with the assigned number from the U.S. Department of Homeland Security;
- A W-9 Form;
- City of Birmingham/Jefferson County Business License;
- The Beason-Hammon Alabama Taxpayer and Citizen Protection Act Supplemental Form; and
- All other documents listed in the enclosure.

#### **C. BONDING**

It is **required** for any contract/purchase exceeding \$10,000.00 that the bidder submits with their bid a certified check, a cashier's check or a bid bond payable to the Jefferson County Department of Health in the amount of \$500.00. 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.

**D. OTHER BID REGULATIONS AND REQUIREMENTS**

- No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.
- JCDH reserves the right to reject bids if such action is determined to be in the best interest of JCDH.
- JCDH reserves the right to reject any or all bids or parts of bids and to make the award either “all or none” or per line item on the merit and/or feature of method and quality, delivery, and service availability as the best interest of JCDH appears.
- JCDH 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.
- JCDH reserves the right to require documentation that each bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Alabama.
- If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this ITB, JCDH reserves the right to require documentation of current license and/or certification before considering and awarding the bid.

**E. COMMUNICATION DURING BID EVALUATION**

There shall be no communication during the evaluation period between any vendor and JCDH agency requisitioning the good or service to be procured. Any communications, written, oral, or electronic between the vendor and the requisition agency must come through the Division of Purchasing Buyer administering the ITB.

**F. QUESTION/INQUIRY**

Telephone inquiries with questions regarding clarification of all specifications of the ITB will not be accepted. All questions concerning the bid, product, and/or service specifications must be e-mailed to Hazel Collins at [hazel.collins@jcdh.org](mailto:hazel.collins@jcdh.org) and Glenda Smith at [glenda.smith@jcdh.org](mailto:glenda.smith@jcdh.org). Please reference the ITB number and Question/Inquiry in the e-mail subject.

**G. LETTER OF NOTIFICATION**

All bidders for this ITB are requested to reply via email to notification of Intent indicating that they intend to submit a bid. Only those bidders submitting the Notification of Intent will be advised of any clarifications, addendum, and answers to inquiries and/or questions pertaining to this ITB. The email of Notification of Intent can be emailed to [hazel.collins@jcdh.org](mailto:hazel.collins@jcdh.org) and [glenda.smith@jcdh.org](mailto:glenda.smith@jcdh.org). Please reference the ITB number and Notification of Intent in the e-mail subject.

**H. PROJECTED SCHEDULE OF EVENTS**

Jefferson County Department of Health reserves the right to adjust the following schedule of events where needed to benefit the County.

Announcement of ITB	July 31, 2024
Deadline for Bidder's Questions	August 9, 2024 at 4:00 pm CST
Deadline for Notification of Intent	August 9, 2024 at 4:00 pm CST
Deadline for Bidder's Answers	August 13, 2024 at 4:00 pm CST
ITB due Date & Public Opening	August 21, 2024 at 10:00 am CST

***Hazel L. Collins***

Hazel L. Collins, CPP, CPPM  
Purchasing Agent

HC/gs  
AM: 08-03-24  
Enclosures

## **SPECIFICATIONS**

### **A. STATEMENT OF PURPOSE**

The Jefferson County Department of Health is currently soliciting sealed bids for **Gravimetric Analysis of PM 2.5 and PM 10 Filters, Data Management & Archiving Services**.

#### **SCOPE OF WORK:**

1. Facility will receive, inspect condition and pre-weigh PM 2.5 AND PM 10 filters and record pre-sample filter mass data.
2. Facility will forward pre-weighed PM 2.5 AND PM 10 filters to the field offices designated by Jefferson County Department of Health via Federal Express courier at a minimum of twice a month or more should JCDH sampling schedule require additional shipments during any one month. Shipment schedule will be agreed upon once the bid is awarded, but the quantity of filters needed on a monthly basis would be approximately 105 filters.
3. Facility will receive, inspect condition and weigh post-sampling P M 2.5 A N D P M 10 filters and record post sample filter mass data.
4. Facility will prepare report of gravimetric data and weighing laboratory QA/QC data, and submit all data to Jefferson County Department of Health within 15 working days of receipt of samples. This will include data management (validation, integration, reporting) AQS files with AQS method coding.

Proposers eligible to submit an ITB must not be on the U.S. General Services Administration lists of Parties Excluded from Federal Procurement or Non-Procurement Programs. The successful bidders will be notified of bid award via the Jefferson County Department of Health's Notice of Award letter and the approved Standard Addendum to ITB Agreement Contract.

No Bid will be considered unless the Proposer, whether resident or non-resident of Alabama, is qualified to submit a bid. The Jefferson County Department of Health reserves the right to reject any and all Bids and to waive any formalities in the solicitation process, and to be the final authority in any conflict.

### **B. ABOUT JCDH**

Based in Birmingham, AL, JCDH is an independent, semi-autonomous local health department in the most populous county in Alabama serving approximately 665,000 residents. JCDH's mission is to prevent disease and assure access to quality healthcare, *promote* a healthy lifestyle and a healthy environment, and *protect* against public health threats. We envision a healthier Jefferson County for all. The strategic plan of the Jefferson County Department of Health is developed with intentional focus on health equity. To us, health equity means that everyone has the opportunities needed to attain their highest level of health. We seek to examine existing programs and healthcare services within Jefferson County to assure these are accessible and sensitive to the needs of Jefferson County's populations experiencing barriers to attaining optimal health. In our ideal future, people and communities are thriving and have the power to realize their vision of health and well-being. Additionally, all sectors work together for the benefit of everyone, especially those from less resourced communities. We seek to reimagine systems of care and help build local healthcare ecosystems where communities are safe, engaged, served and healthy.

### **C. BIDDER CONTRACTS**

Successful firm will be the only contract. Bids will not be accepted from vendors that sub-contract their work.

### **D. AWARD**

The Award will be made in whole to the lowest responsible bidder provided the bidder meets all requirements and specifications required by JCDH and the bidder meets all requirements under the Alabama Competitive Bid Law.

### **E. TERMS**

The bid will be valid from October 1, 2024 until September 30, 2027. The successful bidder will be notified of ITB award via JCDH's Notice of Award letter and the approved Standard Addendum to Bid Agreement Contract.

### **A. TERMINATION**

The contractual agreement or addendum associated with any bid response may be terminated by JCDH with a thirty (30) day written notice of cancelation to the other party regardless of reason.

Any violation of the agreement or addendum associated with any bid response shall constitute a breach and default of this agreement. Such termination shall not relieve the contractor of any liability to JCDH for damages sustained by virtue of a breach by the contractor.

### **B. PRICE**

Pricing will remain firm for the entire duration of the bid period. Price must include all related fees. Invoice(s) must be itemized and billed after delivery.

### **C. FREIGHT**

Prices are to include transportation, fuel, handling, service, freight charges and deliveries/pick-up as specified. JCDH will pay no additional fees unless previously agreed to in writing.

### **D. TAX**

JCDH is exempt from all tax. Bidder shall be responsible for any tax that may be levied or assessed by reason of this transaction.

### **E. PRE-PAY**

No pre-payments will be made.

### **F. ADDITIONS TO CONTRACT**

JCDH has attempted to list all aspects of the Project that will be required during the term of the Agreement. However, JCDH reserves the right to delete or add additional locations, quantities and/or related items as needed from the successful bidder.

### **G. INTERPRETATIONS**

No modification, deviation, substitution, or other such changes will be made without the prior written approval of JCDH. JCDH reserves the right to reject any or all bids submitted and to make the award in the best interest of the Health Department.

#### **H. INSURANCE**

Bidder shall furnish to the Board upon execution of this Agreement, a certificate of insurance as evidence of adequate professional and public liability insurance insuring vendor, the Board and Board's agents, servants, and employees as additional insured.

#### **I. OTHER BID TERMS AND CONDITIONS**

- Bids will be rejected if there is reason to believe that collusion exists among the bidders. No participants in such collusion will be considered in future bids for the same work.
- Bidder must have all necessary business licenses as required by the State of Alabama, Jefferson County and the City of Birmingham.
- All items must conform strictly to the specifications and shall be subjected to evaluation upon acceptance. In the event that any item is deemed unacceptable or not in conformity with the specifications, such items will be rejected, and items of proper quality as set forth in the specifications shall be furnished in place thereof at the expense of the successful bidder.
- Failure to comply in accordance with the awarded bid as submitted, including promised delivery, will constitute sufficient grounds for cancelation of the order and the Contract at the option of JCDH.
- Use of specific names and numbers is not intended to restrict the bid of any bidder, seller and/or manufacturer but is solely for the purpose of indicating the type, size and quality, material, service, or equipment considered best adapted to the JCDH's intended use.
- Bidder will furnish a minimum of three (3) references. References will be accepted only from companies that provide similar type of scope of work as requested herein.
- No bidder shall be allowed to offer more than one bid for the said project. If said bidder should submit more than one bid for the said project described therein those bids shall be rejected.
- No bidder shall be allowed to offer more than one price on each line item. If said bidder should submit more than one price per line item, then ALL prices for that line item shall be rejected.

#### **J. INCURRING COSTS**

The Jefferson County Department of Health will not be liable for any costs incurred in preparing bid responses.

#### **K. NUMBER OF BIDS**

One (1) original AND one (1) copy may be submitted with bid package. Bids shall be prepared in accordance with the bid format using the bid form. Bids not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

#### **L. APPLICABLE LAW**

A contract entered into as a result of this bid shall be governed and interpreted under the laws of the State of Alabama. The contract shall be on a standard JCDH form as modified for this particular transaction. As JCDH is a public agency, its standard contract contains provisions required by Alabama law and regulations. Those provisions include, but are not limited to, the following topics.

Ala. Code 41-4-142 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 FIRM IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ALABAMA LAW, THEY ARE NOT BARRED FROM SUBMITTING BIDS OR ENTERING INTO A CONTRACT PURSUANT TO ALA.**

**CODE 41-4-142, AND ACKNOWLEDGE THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.**

Ala. Code 31-13-9(k) provides the following language must be included in every public contract bid in Alabama: "By signing the Agreement and this Addendum, the Board and the Contractor affirm, for the duration of this 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, any Contracting Party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom."

In addition, any Contractor that employs one or more employees in the State of Alabama must provide evidence of their participation in the federal E-Verify program.

Acceptance of standard JCDH contract terms and execution of the contract are essential element of the award. Failure to enter into the contract will result in forfeiture of the award. A copy of the form "Addendum to ITB Agreement Contract" may be obtained upon request from the Purchasing Agent.

**M. GUARANTEE**

Bidder certifies by submitting a bid that bidder is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that their bid will meet these requirements of service and purpose to the satisfaction of the Jefferson County Department of Health and its Agent.

**N. DELIVERABLES**

**Delivery ship to:**

Jefferson County Department of Health  
General Service Annex  
401 14<sup>th</sup> Street South  
Birmingham, Alabama 35233

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery, will constitute sufficient grounds for cancelation of the order and contract at the option of the Jefferson County Department of Health.

No bidder shall be allowed to offer more than one price on each product. If said bidder should submit more than one product per line item then ALL prices for that line item shall be rejected.

Quantities shown are estimates and are not a guarantee to buy in the amount shown. Merchandise shall be ordered as needed. No bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

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 the JCDH's intended use.

If requested, successful bidder will furnish a minimum of three (3) references. References will be accepted only from companies that provide similar services with same type and scope as requested herein.

No bidder shall be allowed to offer more than one price on each line item. If said bidder should submit more than one price per line item, then ALL prices for that line item shall be rejected.

### **REQUIREMENTS:**

#### **SECTION I - Acceptable Candidates must meet all of the following criteria:**

1. **DEMONSTRATE EXPERIENCE**

Prior to any award, contract candidate **must** be able to provide on request, evidence to prove to the Jefferson County Department of Health Air Monitoring Supervisors satisfaction that it has through a prior negotiated contract with any single governmental entity, used the Federal Reference Method for PM 2.5 AND PM 10 to analyze at least 5000 samples, and that the analysis and reporting activities performed were deemed by the contracting entity to be of acceptable quality.

2. **DEMONSTRATE CAPABILITY**

Prior to any award, contract candidate **must** be able to provide on request, documentation including paper or electronic logs demonstrating stable conditions of temperature and relative humidity in the gravimetric lab to prove to the Jefferson County Department of Health Air Monitoring Supervisors satisfaction that it has a fully operational facility that currently meets and has historically met the criteria outlined in **Section 2** below.

3. **DOCUMENTED QUALITY SYSTEM**

At least thirty days (30) days prior to the scheduled close of the bid, contract candidate **must** provide a written copy signed by the lab manager of its laboratory Quality Assurance Project Plan (QAPP) and Standard Operating Procedures (SOP) which **must** receive acceptance by the Jefferson County Department of Health Air Monitoring Department prior to any award.

#### **SECTION II - Facility used to condition and weigh PM 2.5 and PM 10 filters must meet all of the following criteria:**

1. Weighing laboratory conditions **must** comply with all requirements of 40 CFR Part 50, Appendix L-Sections 8 and 10, and Section 2.12 of the Quality Assurance Handbook for Air Pollution Measurement Systems, Volume II, part II.
2. Conditioning and weighing of PM 2.5 AND PM 10 filters **must** comply with all requirements of 40 CFR Part 50, Appendix L-Sections 8 and 10 and Section 2.12 of the Quality Assurance Handbook for Air Pollution Measurement Systems, Volume II, part II.
3. Micro-balance used to weigh PM 2.5 AND PM 10 filters **must** comply with all requirements of 40 CFR Part 50, Appendix L-Sections 8 and 10, and Section 2.12 of the Quality Assurance Handbook for Air Pollution Measurement Systems, Volume II, part II.

## **REQUIREMENTS**

### **SECTION II - Facility used to condition and weigh PM 2.5 and PM 10 filters must meet all of the following criteria:**

4. Procedures for gravimetric analysis of PM 2.5 AND PM 10 filters **must** comply with all requirements of 40 CFR Part 50, Appendix L-Sections 8 and 10 and Section 2.12 of the Quality Assurance Handbook for Air Pollution Measurement Systems, Volume II, part II.

### **SECTION III - Additional Requirements:**

1. Jefferson County Department of Health will provide PM 2.5 AND PM 10 filters and PM 2.5 AND PM 10 filter cassettes to the facility.
2. In addition to PM 2.5 AND PM 10 filters used for routine sampling, trip, and field blanks will be shipped by facility to Jefferson County Department of Health according to JCDH requirements.
3. Facility will not charge for analysis of lot or lab blanks or for post-sampling analysis of any filters voided by the facility or indicated as void by JCDH.
4. For each sample batch, facility will provide reports of weighing laboratory QA/QC data and filter weighing data by electronic format. The format for the gravimetric data report must be an MS Excel spreadsheet with columns for Sample ID, Tare Analysis Date, Exposed Analysis Date, Max. Exposed Transportation Temperature (DC), Tare Weight Mass (mg), Gross Weight Mass (mg), and lab comments.
5. Facility will include lab comments when applicable for observations of unusual filter appearance or condition, for any final mass less than negative five micrograms, or for any filter that becomes void due to activities or events at the facility.
6. JCDH will be responsible for submitting AQS data.
7. Facility will provide shipping containers (coolers), ice packs, chain-of-custody sheets (covering transport between the weighing laboratory and JCDH Office), and max/min thermometers to JCDH.
8. Facility will provide archival storage of PM 2.5 AND PM 10 filters in a cold storage facility which maintains a temperature between 0 and 4°C for a term not less than one calendar year. After a year of cold storage, all filters shall be shipped back to JCDH.
9. Facility will bill shipping costs to and from the office specified by JCDH. Routine shipping to the office will be Federal Express second day. Routine shipping to facility will be Federal Express standard next-day.
10. Facility's bid must include a breakdown of cost per filter for analysis and data submittal, as well as storage and archiving for one month.
11. In the event that any quality-related issue becomes unresolved, JCDH reserves the right to terminate this contract at any time pending 30 days' notification.

**BID FORM FOR ITB #24-08-17**  
**DUE: Wednesday, August 21, 2024**  
**TIME: 10:00 a.m.**

Hazel Collins  
Purchasing Agent  
Jefferson County Department of Health  
General Service Annex  
401 14<sup>th</sup> Street South  
Birmingham, AL 35233

Submitted below is my firm bid in accordance with your ITB #24-08-17:

APPROX. QUANTITY	DESCRIPTION	EACH PRICE YEAR 1	EXTENDED TOTAL YEAR 1
105 Each/Monthly	<u>Item 1-Product:</u> Gravimetric Analysis of PM 2.5 AND PM 10 Filter		
105 Each/Monthly	<u>Item 2-Service:</u> Data Management		
105 Each/Monthly	<u>Item 3-Service:</u> Sample Archive		
GRAND TOTAL			

APPROX. QUANTITY	DESCRIPTION	EACH PRICE YEAR 2	EXTENDED TOTAL YEAR 2
105 Each/Monthly	<u>Item1-Product:</u> Gravimetric Analysis of PM 2.5 AND PM 10 Filter		
105 Each/Monthly	<u>Item 2-Service:</u> Data Management		
105 Each/Monthly	<u>Item 3-Service:</u> Sample Archive		
GRAND TOTAL			

COMPANY NAME \_\_\_\_\_

**BID FORM FOR ITB #24-08-17**  
**DUE: Wednesday, August 21, 2024**  
**TIME: 10:00 a.m.**

Hazel Collins  
Purchasing Agent  
Jefferson County Department of Health  
General Services Annex Building  
401 14<sup>th</sup> Street South  
Birmingham, AL 35233

Submitted below is my firm bid in accordance with your ITB # 24-08-17.

APPROX. QUANTITY	DESCRIPTION	EACH PRICE YEAR 3	EXTENDED TOTAL YEAR 3
105 Each/Monthly	<u>Item 1-Product:</u> Gravimetric Analysis of PM 2.5 AND PM 10 Filter		
105 Each/Monthly	<u>Item 2-Service:</u> Data Management		
105 Each/Monthly	<u>Item 3-Service:</u> Sample Archive		
GRAND TOTAL			

COMPANY NAME \_\_\_\_\_

## **REFERENCES**

Bidder will list a minimum of three (3) references. References will be accepted only from companies that provide a similar type of scope of work as requested herein.

Contact Person \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

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Contact Person \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

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Contact Person \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Name of Company \_\_\_\_\_

**Please enclose your business card with your bid.**

*Bidder acknowledges receipt of \_\_\_\_\_ addenda. This page must be returned with bid.*  
*(addenda numbers)*

\_\_\_\_\_  
Date of Bid

\_\_\_\_\_  
Name (print legibly or type)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Post Office Box (Zip if different from street address)

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Terms of Payment

\_\_\_\_\_  
Delivery Date

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Alabama Law (Section 41-4-142, 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 ALABAMA LAW, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-142, AND ACKNOWLEDGE THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.**