



*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

**April 29, 2025**

**ITB # 25-04-11**

### **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 **Water Treatment Services for Hot and Chill Water Systems** which will be received by:

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

until 10:00 am CST., Tuesday, May 20, 2025, (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 # 25-04-11, Water Treatment Services for Hot and Chill Water Systems"** 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 Bid 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;
- Business License (City of Birmingham/Jefferson County)
- 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. MANDATORY PRE-BID CONFERENCE**

The mandatory pre-bid meeting and site visit will be held on Tuesday, May 13, 2025 at 10:00 a.m., at the following location:

Jefferson County Department of Health  
General Service Annex Conference Room  
401 14th Street South  
Birmingham, Alabama 35233

The site visit will occur after the mandatory pre-bid meeting to enhance the bidder’s knowledge of a thorough understanding of the scope of work to be performed. Bidders will be responsible for thoroughly examining the sites and familiarizing themselves with the existing conditions. By submitting, Bidder agrees that it has examined the sites, specifications and accepts without recourse, all site conditions. **In order to bid, your attendance at the pre-bid conference is MANDATORY.**

**I. 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	April 29, 2025
Mandatory Pre-Bid Conference	May 13, 2025 at 10:00 am CST
Deadline for Notification of Intent	May 13, 2025 at 10:00 am CST
ITB due Date & Public Opening	May 20, 2025 at 10:00 am CST

*Hazel L. Collins*  
Hazel L. Collins, CPP, CPPM  
Purchasing Agent

HC/gs  
AM: 05-03-25  
Enclosures

## **SPECIFICATIONS**

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

The Jefferson County Department of Health is currently soliciting sealed bids for **Water Treatment Services for Hot and Chill Water Systems** to reduce the risk of growth that can cause equipment damage or interference with the operation of the system. The successful bidder must have the appropriate license, certificates and the personnel required to test and treat Mechanical Hot and Chill Water Loops Systems. The Successful bidder will be notified of the bid award via Jefferson County Department of Health's Notice of Award letter and the approved Standard Addendum to Bid Agreement Contract.

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. ITBs will be submitted for furnishing all labor and materials, software licenses, services, and integration, and performing all work.

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. BACKGROUND**

The Jefferson County Department of Health (JCDH) seeks a contractual Water Treatment Services for Hot and Chill Water Systems to provide a monthly service at all the JCDH locations as listed in the specifications. The bid consists of various health centers to be serviced. All bidders must bid for each location listed in this bid. Failure to properly provide adequate, acceptable service will result in the termination of the contract and the contractor declared a non-responsible bidder. The life of this contract exists with the provision that no price increases are allowed during the term of the contract.

### **C. BIDDER CONTRACTS**

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

### **E. 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.

### **F. TERMINATION**

The contractual agreement or addendum associated with any bid 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 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.

### **G. TERMS**

The bid will be valid from **June 17, 2025 until June 16, 2028**.

#### **H. PRICE**

The total bid price, including all line-item prices, will remain firm for the entire duration of the Bid Period. The price is to include **all** related fees. **The invoice(s) must be itemized and billed after completion.**

#### **I. 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.

#### **J. 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.

#### **K. PRE-PAY**

No pre-payments will be made.

#### **L. 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 purchase additional quantities and/or related items from the successful bidder.

#### **M. 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.

#### **N. 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 a 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 a 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.

#### **O. INCURRING COSTS**

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

**P. NUMBER OF BIDS**

One (1) signed original AND one (1) copy to be submitted with bid package.

**Q. 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 elements of the award. Failure to enter into the contract will result in forfeiture of the award. A copy of the form "Addendum to Bid" may be obtained upon request from the Purchasing Agent.

**R. 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.

**S. GUARANTEE**

Bidder certifies by submitting a bid that the 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.

## **T. DELIVERABLE/SERVICE AREA LOCATIONS**

The following locations for Water Treatment Services for Hot and Chill Water Systems contractual services are as follows:

Central Health Center (CHC) / Guy Tate Building  
1400 Sixth Avenue South  
Birmingham, AL 35233

Western Health Center (WHC)  
631 Bessemer Superhighway  
Midfield, AL 35228

Eastern Health Center (EHC)  
601 West Blvd.  
Birmingham, AL 35206

Failure to perform 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 JCDH.

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, material, service, or equipment considered best adapted to the JCDH's intended use.

The Jefferson County Department of Health requires the successful bidder must have the appropriate license, certificates and the personnel required to test and treat Mechanical Hot and Chill Water Loops systems.

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.

## **I. TREATMENT SERVICES:**

The Water Treatment Services will be on a monthly basis for each facility. Therefore, the bidder must include a fixed monthly rate for each facility. The treatment services involved are as follows:

1. Quarterly biological monitoring in a laboratory environment. Real-time biological monitoring using ATP analysis each visit.
2. Full-service environment/water laboratory.
3. All required treatment and chemicals for each year of service.
4. On-site testing for proper chemical levels in the cooling towers, chill water loops, and process systems; testing to include, Ph., conductivity, total alkalinity, total and calcium hardness, metals, scale/corrosion inhibitor, halogen and biological testing.
5. Legionella sampling can be added as an option to the service agreement.
6. Equipment inspection and troubleshooting of each facility's water and chemical feed systems.
7. Service report documenting each visit and making recommendations based on test results. Must review the operating conditions with a JCDH General Services Facility representative during the service visit. The service report will document conditions at the time of visit in addition to any corrective measures taken or recommended in the future. The written report shall be submitted to the General Service Director, Mrs. Dolores Johnson at [Dolores.Johnson@jcdh.org](mailto:Dolores.Johnson@jcdh.org) and Chief of Building Maintenance [Trent.Hammons@jcdh.org](mailto:Trent.Hammons@jcdh.org).

## **II. REPAIR SERVICES:**

The repair services to a chemical pumping station will be as needed and upon the review of the service report documentation and approval of the General Service Director. The repair services are as follows:

1. Bidder must submit a fixed hourly service rate.
2. Bidder must submit a percentage markup on the vendor's cost for parts, supplies and material.

**INVOICES**

Bidder must submit the itemized invoices to the Jefferson County Department of Health (JCDH), Accounting Division, PO Box 2648, Birmingham, Alabama 35202-2648. Also, please email copies of the invoices to General Service, Dolores Johnson, Director at [Dolores.Johnson@jcdh.org](mailto:Dolores.Johnson@jcdh.org) and [Accounts.Payable@jcdh.org](mailto:Accounts.Payable@jcdh.org), no later than **30 day of service**.

**REFERENCES**

The successful bidder will furnish a minimum of three (3) references; to include name, address, contact person, telephone number. References will be accepted only from companies that provide similar services with the same type and scope as requested herein. The reference sheet is listed on page 10.



**BID FORM FOR ITB #25-04-11**  
**DUE: Tuesday, May 20, 2025**  
**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 #25-04-11, Water Treatment Services for Hot and Chill Water Systems as specified:

**I. TREATMENT SERVICES:**

(1.) Central Health Center (CHC) Guy Tate Building 1400 Sixth Ave. So. Birmingham, AL 35233	\$ _____ Cost per month Year 1	\$ _____ Cost per month Year 2	\$ _____ Cost per month Year 3
(2.) Western Health Center (WHC) 631 Bessemer Super Hwy Midfield, AL 35228	\$ _____ Cost per month Year 1	\$ _____ Cost per month Year 2	\$ _____ Cost per month Year 3
(3.) Eastern Health Center (EHC) 601 West Blvd. Birmingham, AL 35206	\$ _____ Cost per month Year 1	\$ _____ Cost per month Year 2	\$ _____ Cost per month Year 3

**II. REPAIR SERVICES:**

(1.) All three (3) locations	\$ _____ Cost per hour Year 1	\$ _____ Cost per hour Year 2	\$ _____ Cost per hour Year 3
(2.) Percentage mark-up on Vendor's Cost for Parts, Supplies and Materials	% _____ Year 1	% _____ Year 2	\$ _____ Year 3

Complete and Return the original bid forms along with one (1) additional copy.

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

## **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.**