



**2601 Carson Road
Birmingham, Alabama 35215-3098**

Bid Invitation #25-007

Bid for Water Treatment for Cooling Towers and Closed Loop Systems at the Jefferson Campus, Shelby-Hoover Campus, St. Clair-Pell City Campus, Chilton-Clanton Campus

Bid Opening Date: November 26, 2024
Bid Opening Time: 2:00 P.M.
Bid Opening Location: George Wallace Hall Room #115

Submit bid proposal to: Jefferson State Community College
JSCC Bid #25-007
Attention: Ann Cimalore
George Wallace Hall Room #100
2601 Carson Road
Birmingham, Alabama 35215

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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. *"All bids shall be sealed when received"* (Alabama Code § 41-16-54). Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.
2. Bids must be received prior to bid opening date and time. Late bids will not be considered.
3. All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign bid in ink.
4. Prices submitted on the bid must remain effective for a period of thirty (30) days for complete bid evaluation.
5. Jefferson State Community College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institute. Bids will be awarded in a manner which appears to be in the best interest of Jefferson State Community College. Bids may be awarded to multiple bidders.
6. This proposal is to be made without connections with any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.
7. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
8. Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.
9. The responsibility of determining the acceptability of any products offered rests solely with Jefferson State Community College.
10. Successful bidder will be required to submit a copy of General Liability (umbrella) insurance. The copy must show amount limits for automobile, workmen's compensation, etc. (applicable for the delivery of materials, supplies, etc.)
11. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
12. Successful bidder must provide a copy of current state, county or city business license, general contractor's license or applicable license as required by law.
13. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery F.O.B. or additional costs associated with delivery, installation and set-up as requested in the bid
14. All bidders are required to complete a Disclosure Statement. Act 2002-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to the college.
15. The successful bidder will be required to complete the Alabama Immigration Law Compliance Documents. The Alabama Immigration Law Compliance Documents are included in the bid proposal.
16. All bids must be notarized.
17. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to Ann Cimalore, Purchasing Coordinator, 2601 Carson Road, Birmingham, AL 35215-3098, at least seven (7) days prior to bid opening. Questions can also be submitted via email at acimalore@jeffersonstate.edu Answers to such requests will be given to all recorded bidders, in addendum form, which will be included as part of the contract documents.
18. When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified.
19. Bid prices are to remain in effect from the award date December 2024 through, November 30, 2025.
20. The contract may be extended for a period of two additional years if no changes are made in the specifications and/or pricing by the vendor. JSCC and the vendor must agree in writing for the contract extension.
21. Jefferson State Community College may cancel this agreement at any time with 30 days written notice.
22. Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials.
23. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful bidder at no additional charge.
24. Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.
25. It is further agreed that if any provision of this Agreement shall contravene any statute of Constitutional provision, either now in effect of which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.

26. The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Jefferson State Community College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which Jefferson State Community College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Jefferson County, Alabama.
27. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
28. These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
29. As an entity of the State of Alabama, the parties recognize and agree that Jefferson State Community College cannot and will not agree to indemnify any party to a contract resulting from this bid.
30. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
31. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
32. Jefferson State Community College reserves the right to purchase according to availability of funds.
33. All applicable shipping and handling costs must be included in the pricing submitted with the bid.
34. Jefferson State Community College will not accept prepay terms for the items and services in this bid.
35. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

NONRESIDENT BIDDER INFORMATION

Public Works Bids

Section 39-3-5 of the Alabama Code provides as follows:

§ 39-3-5. Preference to resident contractors in letting of certain public contracts required, reciprocity.

(a) In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state domicile of the nonresident.

(b) Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

(c) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law. (Acts 1984, No. 84-228, p.348.)

Personal Property or Contractual Services Bids

Section 41-16-57 of the Alabama Code Provides as Follows:

(b) The awarding authority in the purchase of or contract for personal property or contractual services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations. Notwithstanding the foregoing, no county official, county commission, school board, city council or city councilmen, or other public official, state board, or state agency charged with the letting of contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility may specify the use of materials or systems by a sole source, unless:

(1) The governmental body can document to the satisfaction of the State of Alabama Building Commission that the sole source product or service is of an indispensable nature, all other viable alternatives have been explored, and it has been determined that only this product or service will fulfill the function for which the product is needed. Frivolous features will not be considered.

(2) The sole source specification has been recommended by the architect or engineer of record and who also documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.

(3) All information substantiating the use of a sole source specification is documented in writing and is filed into the project file.

VENDOR CERTIFICATION BY ALABAMA DEPARTMENT OF REVENUE

Certification Pursuant to Alabama Act Number 2006-557

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, us, 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 Number 2006-557,** they are not barred from bidding or entering into a contract pursuant to 41-4-116 and acknowledges that the awarding authority may declare the contract void if the certification is false.

“In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

**ACKNOWLEDGEMENT OF RECEIPT FORM
REQUESTS FOR BID #25-007**

In acknowledgement of receipt of the Request for Bid, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents and ending with Page 24.

The acknowledgement of receipt should be signed and returned by the vendor no later than the close of business on **November 19, 2024**. Only potential vendors who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all offers or written questions and written responses to those questions as well as RFB amendments and or addendums, if any are issued.

Firm _____

Represented by _____ Title _____

Email _____

Phone Number _____ Fax Number _____

Address _____

City _____ State _____ Zip _____

Signature _____ Date _____

(Must Circle One) Firm **does or does not** intend to respond to this Request for Bid.

The following name and address must be used for all correspondence related to the Request for Bid.

Jefferson State Community College
Attention: Ann Cimalore
2601 Carson Road
Birmingham, Alabama 35215-3098

This Form Only may be emailed to the attention of Ann Cimalore

Email address: acimalore@jeffersonstate.edu

Bid Specifications for JSCC Bid #25-007

For Water Treatment for Cooling Towers and Closed Loop Systems at the Jefferson Campus, Shelby-Hoover Campus, St. Clair-Pell City Campus, Chilton-Clanton Campus

OPERATING SYSTEM'S

Jefferson Campus:

George Wallace Hall	(1) cooling tower system
Lurleen Wallace Hall	(1) cooling tower system
Ruby Carson Hall	(1) cooling tower system & 1) closed loop system
Carson Hall	(1) cooling tower system
Fitzgerald Student Center	(2) cooling tower systems
George Layton Building	(1) cooling tower system

All the above buildings at the Jefferson Campus will be drained during the months of December, January, and February each year and will not require cooling tower treatment. In addition, closed loops in these buildings will not be treated as a part of this contract/bid.

Pell City – St. Clair Campus:

- (1) Cooling Tower System
- (1) Closed Loop System

Clanton – Chilton Campus

- (2) Cooling Tower Systems
- (2) Closed Loop Systems

Shelby Campus (General Studies Building)

- (2) Cooling Tower Systems
- (2) Closed Loop Systems

Shelby Campus (Health Science Building)

- (2) Closed Loop Systems

Jefferson State, hereafter referred to as the College is accepting bids for the College's air-conditioning water-cooling towers, closed hot water loops, closed chilled water loops to protect the respective equipment against scale and deposit formation, corrosion and control of biological growth per the following specifications.

SECTION I

Basis of Shipment

1. Treatment chemicals must be pumped by an appropriately trained employee of the chemical vendor directly from the shipping containers into stationary containers located at the point of feed.
2. The chemical vendor must provide appropriately sized pumps, stationary containers (tanks) equipped with spill containments at all specified locations for the storage of the water treatment chemicals. The treatment chemicals will be pumped directly from these containers into the systems being treated.
3. All empty chemical-shipping containers must be promptly removed from the point of use by the chemical vendor and disposed of properly.
4. All required chemical feed and control equipment, and any associated parts shall be delivered freight prepaid.

SECTION II

Site Visit

Each bidder shall make a visit to every site specified in the contract. It is the responsibility of the bidder to visit each site and verify any conditions which may exist prior to bid submittals.

SECTION III

Bid Evaluation

In evaluating the response(s) and making awards. The College will consider such factors as quality of products and service, adaptability of supplier, knowledge of the College's unique operating systems.

The bidder should supply a list of at least three references, two of which must have operations of water systems similar in magnitude and scope to those at the college.

Bid Evaluation and Award

This request for bid does not commit the College to award a contract, to pay any costs incurred in the preparation of the bid, or to procure or to contract for goods or services. The award made shall be in the best interest of the College as determined by the College. The College reserves the right to accept or reject all bids, to waive any informalities in a bid and unless otherwise specified in writing by the contractor, to accept any items in any bid.

Only bids from financially responsible organizations presently engaged in providing water treatment services shall be considered. Representatives from the College reserve the right to inspect the contractor's current facilities and to contact references prior to the contract award.

Section IV

INSURANCE REQUIREMENTS

The Contractor must always provide during the contract period the following insurance coverage:

- 1) Workman's Compensation including Employer's Liability – statutory limits.
- 2) Comprehensive general liability for bodily injury - \$1,000,000 for each accident.
- 3) Comprehensive general liability for property damage - \$1,000,000 for each accident.
- 4) Comprehensive automobile including owned and non-owned – bodily injury liability and property damage liability - \$1,000,000 umbrella

The comprehensive general liability must include contractual liability, personal injury liability and product liability. The definition of products hazard shall be amended by endorsement to delete the requirement for the injury and damage to occurrence "away from premises."

The comprehensive general liability policy shall be endorsed to indicate the deletion of the property damage exclusion covering property "occupied by or rented to the insured, property used by the insured or property in the care, custody of the insured."

If the Contractor fails to maintain and keep in force the insurance and Workmen's Compensation as herein provided, the College shall have the right to cancel and terminate the established contract forthwith and without notice. Insurance certificates indicating the required minimum coverage and signed by an Alabama Resident Agent **MUST** be furnished with sealed bid.

SECTION V

Contract Term

The contract period is December 2024 through November 30, 2025. The contract may be extended for two additional years (with two (2) one (1) year renewal options).

Termination

The College reserves the right to cancel this agreement at any time upon 30 days' written notice.

The contractor shall observe, perform and comply with or require compliance with all Federal, state and local laws, ordinances, rules and regulations and all amendments there which in any manner may affect the operation and maintenance of the water treatment facilities and contractor's activities undertaken pursuant to this agreement. The contractor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to contractor's activities and operations hereafter.

Indemnification:

The contractor shall indemnify, protect, defend and save harmless the owner, the state, its agents and employees from and against any and all claims, demands, judgements or causes of action, including costs and attorney's fees by any party or parties whatever for loss, damage, injury, fines or penalties of any kind or character either to persons or property directly or indirectly arising out of all operations performed under the contract except such loss, damage or injury as is caused by the sole negligence of the owner. This indemnity agreement shall impose liability on the contractor to the fullest extent permitted by the laws of the state governing performance thereof, and any provision hereof not permitted by such laws is expressly deleted from said agreement

SECTION VI

Scope of Work

This bid is based on providing the treatment chemicals, application/control equipment, consulting services, monitoring services, and application services necessary to ensure an effective water treatment program is maintained in all treated systems.

Boiler Systems:

Condenser, Chill Water & Hot Water Systems:

Startup service shall be provided consisting of no less than forty-five (45) workdays during the start of the contract to initiate the chemical treatment program, install required equipment.

Hot Water Closed Loop Treatment

The hot water closed loop systems shall be treated with a closed loop corrosion inhibitor that has proven to be effective in preventing corrosion in such systems.

Periodic additions of a suitable biocide may be necessary to control microbiological growth in the chilled water systems. Provide the product name, dosage, cost per 1000 gallons of treated water and an estimate of annual usage.

SECTION VII

Cooling Tower Treatment

An effective treatment program for the control of corrosion, scale formation, and biofouling will be provided for all cooling tower systems. The cooling tower treatment program shall specifically address concerns inherent to chillers with enhanced or super enhanced condenser tubes. The biocide program shall be consistent with the Cooling Tower Institute Guideline "Legionellosis: Best Practices for Control of Legionella". The inhibitor product shall be compatible with the specified biocide program. The College may employ an independent laboratory to perform tests to confirm that required results are maintained.

Where condensing temperatures, operating pressure, or other operating data indicate that the deposit control program is not adequate, contractor shall provide the necessary chemicals and trained, qualified personnel to clean the equipment immediately and thereafter modify recommendations to maintain correct condensing temperatures, operating pressures and other factors within the limits specified by the manufacturer of the equipment.

Treatment dosage requirements and costs shall be calculated based upon maintaining five concentration cycles. Acid feed is not allowed for pH control. Conductivity levels will be maintained at 800.

Scale and Corrosion Control

- A. Effective scale and corrosion control must be provided for all open recirculating cooling water systems, including chillers, circulating lines and cooling towers. The bleed rate will be set for five concentration cycles in the cooling towers.
- B. The water treatment program must prevent the buildup of adherent mineral deposits on the heat transfer surfaces of the equipment being treated. Periodic circulation of inhibited acids will not be considered as meeting these specifications.

Microbiological Growth Control:

- A. Microbiological growth and fouling shall be controlled in all open, recirculating Cooling water circuits using a biocide program that is consistent with the Cooling Tower Institute Guideline "Legionellosis: Best Practices for Control of Legionella".
- B. Effectiveness of the biological control program in each open recirculating cooling Water system shall be monitored at least monthly by on-site testing using Microbiological Dip Slides or equivalent.
- C. Successful vendor must be capable of providing a complete laboratory Microbiological analysis of each open recirculating cooling water system at least Every 3 months. The analysis shall report the levels of the following Microorganisms:
 - Total aerobic bacteria count
 - A. Amoebae, protozoa, & other higher life forms
 - Sulfate reducing bacteria count
 - Iron related bacteria count
 - Slime forming bacteria count
- D. **Each open recirculating cooling water system must be tested once every six months for Legionella.**
- E. All biocides used in this program shall have been submitted to and registered with the EPA for cooling tower application.
- F. The microbiological control program shall be consistent with the Cooling Tower Institute Guidelines "Legionellosis: Best Practices for Control of Legionella".

Services:

The water treatment supplier shall provide service for 1-year (with two (2) one (1) year renewal options), conducting at least one service visit every month for cooling towers and quarterly closed loop service checks. The supplier will provide the customer an electronic service report that includes water analyses and recommendations.

Part 1 GENERAL

1.1 WORK INCLUDED

1.1.1 Provide a water treatment system for heating system and chilled water system.

1.2 MANUFACTURES

1.2.1 The water treatment chemical and service suppliers shall be recognized specialist whose major business is in the field of water treatment for at least ten years, and shall have a fully staffed laboratory, development facility, service department, full-time technical service representatives and area backup personnel

Vendors are not required to be ISO 9000 certified to bid on this proposal.

1.3 CHEMICALS

1.3.1 Provide, at no additional cost to the customer, as needed all chemicals required for treating and testing included water systems for 1-year (with two (2) one (1) year renewal options).

1.4 WATER ANALYSIS

1.4.1 The appropriate chemicals to be used will be determined by the analysis of a water sample taken from the building site by the water treatment supplier.

1.5 INSTRUCTIONS

1.5.1 Instruct operations personnel in the use and operation of each water treatment system, including: monitoring equipment, feed equipment, proper handling of chemicals, and proper use of test kits, charts and logs.

1.6 TESTING EQUIPMENT AND REAGENTS

1.6.1 Furnish water test equipment and reagents in appropriate cases to verify control parameters.

PART 2 PRODUCTS

2.1 SYSTEMS

2.1.1 Provide equipment of the appropriate size, and type scheduled below.

2.2 BYPASS FEEDERS

2.2.2 At customer's expense, provide chemical feeders of the bypass or shot type for each separate heating hot water and chilled water system. Feeder size shall be a minimum 5-gallon capacity, and feeders shall be complete with drain, inlet and outlet valves. Pressure Rating: 200 psig.

2.3 CHEMICALS

2.3.1 Provide a two-station coupon rack, two chemical pumps and microprocessors based controller, one for each tower, all mounted on a single panel (in exterior weather protected enclosure were necessary) for use in feeding chemicals to and controlling the conductivity of water in each cooling tower.

2.4 COOLING TOWERS

2.4.1 Contractor shall provide chemical water treatment systems for each cooling tower unit as follows:

2.4.2 Provide a two-station coupon rack, two chemical pumps and a microprocessors based controller, one for each tower, all mounted on a single panel (in exterior weather protected enclosure were necessary) for use in feeding chemicals to and controlling the conductivity of water in each cooling tower.

2.4.3 Two (2) chemical pumps and a microprocessor-based controller, one for each tower, all mounted on a single panel (for use in feeding chemicals to and controlling the conductivity of water in each cooling tower.

2.4.4 The controller shall:

2.4.4.1 Accurately control the level of dissolved solids (TDS) in terms of electrolytic conductivity, measured in microsiemens.

2.4.4.2 Provide a dual programmable 28-day biocide timer with pre-blowdown and bleed lock-out for accurate addition of biocide chemicals.

2.4.4.3 Allow for proportional feed of inhibitor chemicals.

2.4.4.4 Have battery back-up for all program settings.

2.4.4.5 Conform to applicable standards set forth UL, CSA, NEC, NEMA, and other regulatory agencies as required.

2.4.4.6 Accept incoming line voltage for 90-140VAC without requiring modification.

2.4.4.7 Have high/low alarm.

2.4.5 The controller shall have keypad control, which consist of and includes:

2.4.5.1 100 percent adjustment through keypad, no mechanical adjustments will be required.

2.4.5.2 Keypad shall be chemical and weather resistant.

2.4.6 The controller shall include biocide feed control, which will have:

2.4.6.1 A programmable 28-day biocide timer capable of feeding tow biocides with each biocide having four individual programs with a wide range of day and week setting combinations.

2.4.6.2 Pre-bleed control is provided to blowdown the evaporative condenser for a pre-set period or to a pre-set low limit of conductivity.

2.4.6.3 Chemical feeder shall be activated for pre-set run time.

2.4.6.4 Extended bleed lockout shall ensure maximum yield from chemical product before resuming normal operation.

2.4.7 The controller chemical feed control shall have four (4) inhibitor feed modes and will be capable of operating in one of the following filed programmable modes:

2.4.7.1 Counter/timer – chemical feed proportional to make-up water rate.

2.4.7.2 Controller shall operate on closure of dry contract actuated by contracting heater water meter.

2.4.7.3 Controller shall count contact with a range of 2-255. Completion of programmable counts will start the timer for a selected time, then reset automatically for next cycle.

2.4.7.4 Contract shall be totalized and count capable of being reset.

2.4.7.5 Percentage time – Chemical feed based on an adjustable cycle timer for an adjustable percent of “ON” time.

2.4.7.6 Post blowdown percent timer – Timer tracks the amount of time the bleed has been activated activates a chemical metering pump for a percentage of the total time that the blowdown was activated. The timer is adjustable from 1 to 100 percent.

2.4.7.7 Limit timer – Chemical feed shall be limited to a pre-set for each blow down cycle.

2.4.8 Two (2) chemical pumps shall be mounted on the panel, one (1) suitable for feeding micro biocide and one (1) to feed inhibition.

2.4.8.1 The pumps shall be positive displacement, solenoid driven, and diaphragm type.

2.4.8.2 Positive flow shall be ensured by a minimum of two (2) ball type check valves.

2.4.8.3 A bleed valve shall be provided for the manual evacuation of entrapped air or vapors and safe relief of pressure in the discharge line.

2.4.8.4 A chemical injection assembly shall be mounted on the panel and plumbed in series with the controller sensor.

a. The assembly shall consist of two tees with check valve injection fitting inserted.

b. The pumps shall be connected to the injection fittings with flexible polyethylene tubing.

2.4.9 The chemical treatment program shall consist of the following:

2.4.9.1 Closed System

a. Closed system scale and corrosion control: Shall be a borax-nitrite buffered product with azole inhibitors for copper corrosion inhibition.

b. Closed loop systems parameters of minimum pH of 8.5 and 800 ppm nitrite will be maintained.

2.4.9.2 Open Recirculation System

- a. Open recirculating cooling water scale and corrosion inhibitor. Shall be a polymer-phosphonate-molybdate-azole multi-functional blend. The phosphonate shall be stable in the presence of both chlorine and bromine.
- b. See attached documents for cooling tower system treatment parameters based on differing makeup water qualities per location.
- c. Biological Control Type: Shall be an isothiazoline compound.

2.5 HOT WATER BOILER

2.5.1 Provide, at customer's expense, one shot feeder with an air release valve, sized for system to be served (minimum size – 5 gallons) rated for pressure of 300 psi.

PART 3 EXECUTIONS

3.1 GENERAL

3.1.1 The equipment and piping shall be kept clean and free of dirt, welding slag, grease, and like debris during installation.

3.2 SUPERVISION

3.2.1 Provide the services of an authorized representative of the water treatment supplier to supervise the installation, operational check out and startup of the water treatment system.

3.3 OPERATING INSTRUCTION

3.3.1 The contractor shall include in his price the services of an authorized representative of the water treatment supplier to provide onsite operating and service instructions to the customer's designated operating personnel.

3.4 SERVICE

3.4.1 The water treatment supplier shall provide service for 1 year (with two (2) one (1) year renewal options), conducting at least one service visit every month for cooling towers and quarterly closed loop service checks. The supplier will provide the customer an electronic service report that includes water analyses and recommendations.

3.4.2 The contractor shall perform corrosion coupons analysis once per year on cooling tower systems for a minimum of 30days. Contractor will verify a minimum corrosion rate not to exceed two mills per year on mild steel and 0.5 per year on copper and brass.

3.4.3 If for any reason these parameters are exceeded, additional corrosion coupon analysis will be performed until desired results are verified.

3.4.4 The water treatment contractor will test the morbidity portion of the open circulating cooling towers for Legionella twice annually. This recommended as there is an increasing concern both in presence of Legionella microbial and the history to prove that Legionella is not present. This would also confirm if the cysts were properly treated.

PART 4 INDIVIDUAL SITE SPECIFICATIONS

4.1 Cooling tower water treatment specification for individual locations shall be based on make-up water analysis of each location.

4.2 LSI indices shall not exceed 2.5.

4.3 Cycles shall be maintained at maximum possible for water conservation while not exceeding the LSI of 2.5.

4.4 These parameters will be subject to review and approval by JSCC personnel.

Bid Transmittal for JSCC Bid #25-007

Please provide pricing for the water treatment of cooling towers and closed loop systems.

Jefferson Campus \$ _____ (Monthly Water Treatment)
Please note the towers on the Jefferson Campus will not require water treatment during the months of December, January, and February.

Jefferson Campus: \$ _____ (Quarterly Closed Loop Check in Ruby Carson Hall)

Pell City Campus: \$ _____ (Monthly Water Treatment)

Pell City Campus: \$ _____ (Quarterly Closed Loop Check)

Chilton-Clanton Campus: \$ _____ (Monthly Water Treatment)

Chilton-Clanton Campus: \$ _____ (Quarterly Closed Loop Check)

Shelby Campus: \$ _____ (Monthly Water Treatment)

Shelby Campus: \$ _____ (Quarterly Closed Loop Check)

JSCC Bid: #25-007

Date: _____

The undersigned agrees to furnish to Jefferson State Community College and deliver the above in complete accordance with specifications herein listed and at the above listed prices. The undersigned also has the authority to enter into this agreement.

Signed: _____

Printed: _____

Company: _____

Phone: _____

Street Address: _____

Email Address: _____

Collusion/Fraud Statement

I certify that I have read the General Conditions and Instructions to Bidders of the bid and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the bidder. I agree to abide by all conditions of this bid request.

Name of Company (please type or print in ink)

Authorized Signature (sign in ink)

Complete Address for Mailing Purchase
Order and Payment

Typed/Printed Name of Signature Above

City State Zip Code

Title (please type)

Telephone Number

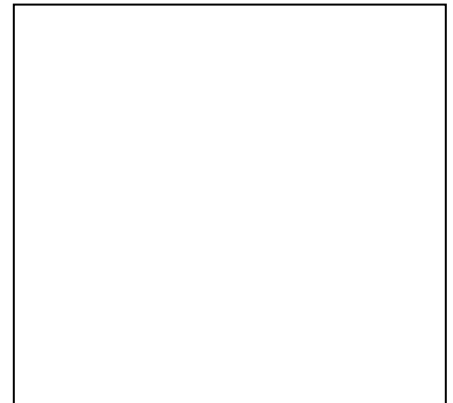
Fax Number

NOTARIZATION

Sworn and subscribed before me this the _____ day of _____, _____

Notary Public Signature

My commission expires (date)



MINORITY INFORMATION

If this business is minority owned, please list the qualification status below:

Immigration Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration 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 this agreement and shall be responsible for all damage resulting therefrom.

JSCC Bid #25-007

Date: _____

Name of Company (please type or print in ink)

Authorized Signature (sign in ink)

Title (please type or print in ink)

Typed/Printed Name of Signature

VENDOR DISCLOSURE STATEMENT

Disclosure Statement Information and Instructions

Section 41-16-82, *Code of Alabama* 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama more than \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award. Section 41-16-85, *Code of Alabama* 1975 requires that a copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts, and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 401 Adams Avenue, Suite 280, Montgomery, Alabama 36104. If the disclosure statement is filed with a contract, the awarding entity should include a copy of the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

Pursuant to Section 41-16-84 (b), *Code of Alabama* 1975 the State of Alabama shall not enter any contract or appropriate any public funds with any person who refuses to provide information as required.

Pursuant to Section 41-16-86, *Code of Alabama* 1975, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Section 41-16-81, *Code of Alabama* 1975

(1) Family Member of a Public Employee – The spouse or a dependent of the public employee.

(2) Family Member of a Public Official – The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, or a sibling and his or her spouse, of the public official.

(3) Family Relationship – A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

(4) Person – An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

(5) Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(26) and 36-25-1(27), *Code of Alabama* 1975, (see below) except for the purposes of the disclosure requirements of this article, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the legislature. (Note: The definitions for public official and public employee are now denoted as Sections 36-25-1 (26) and 36-25-1 (27), *Code of Alabama* 1975. However, Section 41-16-81 (5), *Code of Alabama* 1975 has not been codified to reflect such updates.)

Section 36-25-1(26), *Code of Alabama* 1975, defines a **public employee** as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a parttime basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(27), *Code of Alabama* 1975, defines a **public official** as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-13-40, *Code of Alabama* 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

THE DISCLOSURE STATEMENT MUST BE SIGNED, DATED, AND NOTARIZED PRIOR TO SUBMISSION.

(Revised May 2019)



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.