November 28, 2018

Premier Water & Energy Technology, Inc.
11481 Columbia Park Drive West
Jacksonville, FL 32258

RE: ITB-005-18/JR

Dear Sir/Madam:

On Tuesday, November 27, 2018, the Superintendent’s designee of Duval County Public Schools renewed the contract for Water Treatment Chemicals and Services (ITB-005-18/JR) with your company. This is your official notification of renewal. This is the first renewal option for the period of January 1, 2019 through December 31, 2019.

Please forward a copy of your insurance certificate as required per special condition #34 to the buyer, James Robinson. (Email and fax are both acceptable.)

Purchase orders will be issued for these services as required for the contract period indicated above. If you have any questions about this contract, please contact James Robinson at 904-858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

cc James Robinson
Susan Carew
Master Bid File
October 25, 2017

Premier Water & Energy Technology, Inc.
11481 Columbia Park Drive West
Jacksonville, FL 32258

RE: ITB-005-18/JR

Dear Sir/Madam:

On Wednesday, October 25, 2017, the Superintendent designee of Duval County Public Schools approved the award of bid ITB-005-18/JR – Water Treatment Chemicals and Services. This is your official notification of bid award. This award is for the period of January 1, 2018 through December 31, 2018.

Please forward a copy of your insurance certificate as required per special condition #34 to the buyer, James Robinson. (Email and fax are both acceptable.)

Purchase orders will be issued for these items as needed during the bid period. If you have any questions regarding this bid, please contact James Robinson (904) 858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

Cc: James Robinson
    Master Bid folder
<table>
<thead>
<tr>
<th>Item</th>
<th>DCPS#</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Cooling Tower Scale &amp; Corrosion Inhibitor Compositional Requirements:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copolymer – Acrylic Acid / Allyhydroxypropyl sulfonated ether-linked CoPolymer with Hydroxyl group functionality. &gt; 4500 mw minimum 9.45% active polymer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sulfonated CoPolymer – 10000 mw Polyacrylate CoPolymer, minimum solids content 44%, 4.4% active copolymer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phosphonate PBTC, 50% active solution, 7.0% active Phosphonate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phosphonate HEDP, 60%, Active Solution, 2.0% Active Phosphonate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tolytriazole – Tolytriazole, 3.85% Active Azole</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sodium Hydroxide – Rayon Grade Sodium Hydroxide, 11-13% Active as necessary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PTSA – (1, 3, 6, 8 – pyrenetetrasulfonic acid) 11% active</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Water – Demineralized water to 5-gallon volume. Minimum order: 100 pails.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Product to be fed at 60 ppm and develop the following residuals in the recirculating water:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PBTC Phosphonate – 4.2 ppm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEDP Phosphonate – 5.5 ppm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tolytriazole – 2.6 ppm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sulfonated Co-Polymer - 2.6 ppm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ether-linked Co-Polymer - 5.67 ppm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>351</td>
<td>Closed Loop Scale &amp; Corrosion Inhibitor Compositional Requirements Polymer – 2000 mw Polyacrylate, minimum solids content 48%, 1.20% active Polymer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Nitrate – Sodium Nitrate, 99.7%, 15.00% active Sodium Nitrate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Borax 5 MOL – Sodium Tetraborate Pentahydrate, 0.75% Active Borax Phosphates – Sodium Hexametaphosphate, 1.00 % Active</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Polyphosphate Tolytriazole – Tolytriazole, 0.25% active Azole Tracer Dye – Red dye .43% active,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sodium Hydroxide – Rayon grade Sodium Hydroxide, 1.50% Active Sodium Hydroxide</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Water – Demineralized water 5-gallon volume.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minimum order: 50 pails.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>353</td>
<td>Non-Oxidizing Biocide Compositional Requirements:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2-Bromo-2-nitropropane-1, 3-diol 5.3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5-Chloro-2methyl-4-isothiazolin-3-one 1.90%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 Methyl-4-isothiazolin-3-one 68% active</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sodium Metabisulfite, Minimum Solids Content 39%, 30% Active Sulfite</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sodium Lignosulfonate, 3.8% Active Catalyst</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Water – Demineralized Water 5 gallon volume.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minimum order: 30 pails.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>354</td>
<td>Dispersant Compositional Requirements:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>THPS – Tetrakis (Hydroxymethyl) Phosphonium Sulphate, 35% minimum active.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minimum order: 25 pails.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>357</td>
<td>Oxygen Scavenger Compositional Requirements:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sulfite – Sodium Metabisulfite, Minimum Solids Content 39%, 30% Active Sulfite</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lignum – Sodium Lignosulfonate, 3.8% Active Lignum</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Catalyst – Cobalt Sulfate, 0.25% Active Catalyst</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Water – Demineralized Water to 5 gallon volume.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minimum order: 3 pails.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Microbiological Testing:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Microbiological testing using method that includes both viable Legionella culture method (measure in CFU/ml) and viable heterotrophic bacteria culture method (measured in CFU/ml)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>with a turnaround time of 3-5 days. These samples will be procured by a qualified representative. A written report with results will be submitted by a qualified third party lab for each system checked.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>DCPS#</td>
<td>Qty</td>
<td>Unit</td>
<td>Price</td>
<td>Extension</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>-------</td>
<td>-----</td>
<td>------</td>
<td>--------</td>
<td>-----------</td>
</tr>
<tr>
<td>7</td>
<td>Testing lab utilized must also have the capability of performing Legionella testing methods using the Polymerase Chain Reaction (PCR) method. Results are expected within a 1-day turnaround. These samples will be taken by a qualified representative. A written report with results must be submitted by a qualified third party lab for each system checked.</td>
<td>7</td>
<td>5</td>
<td>TESTS</td>
<td>$250.00</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>8</td>
<td>Technical consulting services over and above the regular monthly service: This rate is for a Certified Water Treatment (CWT) professional to provide on-site advisory services as needed. Written report of findings and recommendations shall be required following each advisory service call. Services must be provided in collaboration with DCPS personnel. Certified Water Treatment Consultant requirements: Certification shall be by Association of Water Technologies</td>
<td>8</td>
<td>40</td>
<td>PER HOUR</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>9</td>
<td>Monthly Service and Reporting: Vendor must provide qualified water treatment technicians for at least, but not limited to, four hours per week to support DCPS water treatment technicians as directed by DCPS. Services shall include check of water chemistry to ensure proper feed rates, bleed control and equipment operation, as well as other technical water treatment services. Services must be provided by a Certified Water Treatment professional. Written reports of findings must be provided for each system checked. Services to be rendered in conjunction with DCPS or independently as directed by DCPS personnel. Vendor must maintain real-time, on-line reports and monitoring services in addition to the written field reports. Vendor must utilize a web based, real-time service reporting and data management program for historical analysis and trending on all systems being treated at each facility. Vendor shall regularly email electronic reports to designated DCPS personnel. Vendor will provide two Apple IPAD tablets with external keypad and monthly cellular or WIFI internet access and compatible software to interface with vendor’s online service reporting program, and replace and repair as needed at no additional cost to DCPS. Designated DCPS personnel must be given unlimited access to and unlimited training on this web based reporting tool at no additional cost to DCPS. NOTE: Reporting tool shall be web based and CANNOT be a spreadsheet-type system. Vendor shall be responsible for entering historical data so that a minimum of 24 months of historical data is available in the reporting system at all times. Vendor shall provide initial set up of schools in the software tool at no additional cost to DCPS.Vendor shall invoice DCPS each month in 12 equal installments so that the total equals the Extended Price. Certified Water Treatment Consultant requirements: Certification shall be by Association of Water Technologies.</td>
<td>9</td>
<td>12</td>
<td>MONTHS</td>
<td>$1,450.00</td>
<td>$17,400.00</td>
</tr>
<tr>
<td>10</td>
<td>Cooling Tower Cleanings, miscellaneous water treatment related materials/services, etc. During the term of this bid DCPS may need to purchase controllers, pumps, bleed valves, test equipment, and other miscellaneous water treatment related materials and/or services. DCPS may also find it necessary to have cooling towers cleaned. This item allows for a quotation of mark-up percentage (not to exceed 6%) over actual cost the bidder is willing to supply these items to DCPS. Verification of cost will be required in the form of actual invoices or verified cleaning, labor and material cost. Freight or transportation charges will be reimbursed at cost with no markup allowed.</td>
<td>10</td>
<td>10,000</td>
<td>Example</td>
<td>6% Markup</td>
<td>$10,600.00</td>
</tr>
<tr>
<td>11</td>
<td>Oxidizing Biocide Compositional Requirements Bromine, 1-Bromo-3-Chloro-5, 5-Dimethylhydantion, 92.50% active Product identification label with lot number, EPA registration, approved for cooling tower use, CHS Compliant Safety data sheets.</td>
<td>352</td>
<td>40</td>
<td>PAILS</td>
<td>$140.00</td>
<td>$5,600.00</td>
</tr>
</tbody>
</table>

Prepared by: Cammie Wise
Verified by: James Robinson
Date: 10/02/2017
Award: 

Page 2 of 2
Issue Date: September 22, 2017

Buyer: James Robinson

Bid Number: ITB-005-18/JR

Bid Title: WATER TREATMENT CHEMICALS AND SERVICES

Term of Bid: January 1, 2018 through December 31, 2018 with renewal options.

Opening: Thursday, September 28, 2017 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Purpose: To correct the Bid Proposal Form as shown below.
<table>
<thead>
<tr>
<th>Est. Qty. Unit</th>
<th>(DCPS#) Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 275 Pails</td>
<td>Cooling Tower Scale &amp; Corrosion Inhibitor Compositional Requirements:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Copolymer</strong> – Acrylic Acid / Allyhydroxypropyl sulfonated ether-linked CoPolymer with Hydroxyl group functionality. &gt; 4500 mw minimum 9.45% active polymer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sulfonated CoPolymer</strong> – 10000 mw Polyacrylate CoPolymer, minimum solids content 44%, 4.4% active copolymer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Phosphonate</strong> PBTC, 50% active solution, 7.0% active Phosphonate</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Phosphonate</strong> HEDP, 60%, Active Solution, 2.0% Active Phosphonate</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Tolytriazole</strong> – Tolytriazole, 3.85% Active Azole</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sodium Hydroxide</strong> – Rayon Grade Sodium Hydroxide, 11-13% Active as necessary</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>PTSA</strong> – (1, 3, 6, 8 – pyrenetetrasulfonic acid) 11% active</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Water</strong> – Demineralized water to 5-gallon volume.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Minimum order: 100 pails.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Product to be fed at 60 ppm and develop the following residuals in the recirculating water:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PBTC Phosphonate – 4.2 ppm</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HEDP Phosphonate – 5.5% ppm</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tolytriazole – 2.8 ppm</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sulfonated Co-Polymer - 2.6 ppm</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ether-linked Co-Polymer - 5.67 ppm</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>CHS Compliant Safety data sheets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Est. Qty.</td>
<td>Unit</td>
<td>(DCPS#) Description</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>------</td>
<td>----------------------</td>
</tr>
<tr>
<td>2.</td>
<td>300</td>
<td>Pails</td>
<td>(351) Closed Loop Scale &amp; Corrosion Inhibitor Compositional Requirements: <strong>Polymer</strong> – 2000 mw Polyacrylate, minimum solids content 48%, 1.20% active Polymer <strong>Nitrate Nitrite</strong> – Sodium Nitrate, 99.7%, 15.00% active Sodium Nitrate <strong>Borax 5 MOL</strong> – Sodium Tetraborate Pentahydrate, 0.75% Active Borax <strong>Phosphates</strong> – Sodium Hexametaphosphate, 1.00 % Active Polyphosphate <strong>Tolytriazole</strong> – Tolytriazole, 0.25% active Azole <strong>Tracer Dye</strong> – Red dye .43% active, <strong>Sodium Hydroxide</strong> – Rayon grade Sodium Hydroxide, 1.50% Active Sodium Hydroxide <strong>Water</strong> – Demineralized water 5-gallon volume. <strong>Minimum order: 50 pails.</strong> <strong>CHS Compliant Safety data sheets</strong></td>
</tr>
<tr>
<td>3.</td>
<td>60</td>
<td>Pails</td>
<td>(353) Non-Oxidizing Biocide Compositional Requirements: 2-Bromo-2-nitropropane-1, 3-diol 5.3% 5-Chloro-2methyl-4-isothiazolin-3-one 1.90% 2 Methyl-4-isothiazolin-3-one .68% active <strong>Minimum order: 30 pails.</strong> Product identification label with lot number, EPA registration, approved for cooling tower use, CHS Compliant Safety data sheets.</td>
</tr>
<tr>
<td>4.</td>
<td>50</td>
<td>Pails</td>
<td>(354) Dispersant Compositional Requirements: <strong>THPS</strong> – Tetrakis (Hydroxymethyl) Phosphonium Sulphate, 35% minimum active. <strong>Minimum order: 25 pails.</strong> <strong>CHS Compliant Safety data sheets</strong></td>
</tr>
<tr>
<td>Item</td>
<td>Est. Qty. Unit</td>
<td>(DCPS#) Description</td>
<td>Unit Price</td>
</tr>
<tr>
<td>------</td>
<td>----------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>5.</td>
<td>10 Pails</td>
<td>(357) Oxygen Scavenger&lt;br&gt;Compositional Requirements:&lt;br&gt;<strong>Sulfite</strong> – Sodium Metabisulfite,&lt;br&gt;<strong>Minimum Solids Content 39%, 30%</strong>&lt;br&gt;25%-50% Active Sulfite&lt;br&gt;<strong>Lignun</strong> – Sodium Lignosulfonate, 3.8% Active Lignun,&lt;br&gt;<strong>Catalyst</strong> – Cobalt Sulfate, 0.25% Active Catalyst,&lt;br&gt;<strong>Water</strong> – Demineralized Water to 5 gallon volume.&lt;br&gt;<strong>Minimum order: 3 pails.</strong>&lt;br&gt;<strong>CHS Compliant Safety data sheets</strong></td>
<td>$________  Per Pail</td>
</tr>
<tr>
<td>6.</td>
<td>50 Tests</td>
<td>Microbiological Testing:&lt;br&gt;Microbiological testing using method that includes both viable Legionella&lt;br&gt;culture method (measure in CFU/ml) and viable heterotrophic bacteria culture&lt;br&gt;method (measured in CFU/ml) with a turnaround time of 3-5 10 days. These&lt;br&gt;samples will be procured by a qualified representative. A written report with&lt;br&gt;results will be submitted by a qualified third party lab for each system&lt;br&gt;checked.</td>
<td>$________  Per Test</td>
</tr>
<tr>
<td>7.</td>
<td>5 Tests</td>
<td>Testing lab utilized must also have the capability of performing Legionella&lt;br&gt;testing methods using the Polymerase Chain Reaction (PCR) method. Results&lt;br&gt;are expected within a 1-day turnaround. These samples will be taken by a&lt;br&gt;qualified representative. A written report with results must be submitted&lt;br&gt;by a qualified third party lab for each system checked.</td>
<td>$________  Per Test</td>
</tr>
</tbody>
</table>
### Item 8. 40 Hours

Technical consulting services over and above the regular monthly service:
This rate is for a Certified Water Treatment Technologist (CWT) professional to provide on-site advisory services as needed. Written report of findings and recommendations shall be required following each advisory service call. Services must be provided in collaboration with DCPS personnel.

Certified Water Treatment Technologist Consultant requirements: Certification shall be by Association of Water Technologies.

| Name:  | Certification #:  |

<table>
<thead>
<tr>
<th>Item</th>
<th>Est. qty.</th>
<th>Unit</th>
<th>(DCPS#) Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>40 Hours</td>
<td></td>
<td></td>
<td>$_________</td>
<td>$_____________</td>
</tr>
</tbody>
</table>

Per Hour $_____________
<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty.</th>
<th>(DCPS#) Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>12 Months</td>
<td>Monthly Service and Reporting: Vendor must provide qualified water treatment technicians for at least, but not limited to, four hours per week to support DCPS water treatment technicians as directed by DCPS. Services shall include check of water chemistry to ensure proper feed rates, bleed control and equipment operation, as well as other technical water treatment services. Services must be provided by a Certified Water Treatment professional. Written reports of findings must be provided for each system checked. Services to be rendered in conjunction with DCPS or independently as directed by DCPS personnel. Vendor must maintain real-time, on-line reports and monitoring services in addition to the written field reports. Vendor must utilize a web based, real-time service reporting and data management program for historical analysis and trending on all systems being treated at each facility. Vendor shall regularly email electronic reports to designated DCPS personnel. Vendor will provide two Apple IPAD tablets with external keypad and monthly cellular or WIFI internet access and compatible software to interface with vendor’s online service reporting program, and replace and repair as needed at no additional cost to DCPS. Designated DCPS personnel must be given unlimited access to and unlimited training on this web-based reporting tool at no additional cost to DCPS. NOTE: Reporting tool shall be web-based and CANNOT be a spreadsheet-type system. Vendor shall be responsible for entering historical data so that a minimum of 24 months of historical data is available in the reporting system at all times. Vendor shall provide initial set up of schools in the software tool at no additional cost to DCPS. Vendor shall invoice DCPS each month in 12 equal installments so that the total equals the Extended Price. Certified Water Treatment Consultant requirements: Certification shall be by Association of Water Technologies. Name: ______________________ Certification #: ______________________</td>
<td>$__________</td>
<td>Per month</td>
</tr>
<tr>
<td>Item</td>
<td>Est. Qty. Unit</td>
<td>(DCPS#) Description</td>
<td>Unit Price</td>
<td>Extended Price</td>
</tr>
<tr>
<td>------</td>
<td>----------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>------------</td>
<td>----------------</td>
</tr>
<tr>
<td>10.</td>
<td>$10,000</td>
<td>Cooling Tower Cleanings, miscellaneous water treatment related materials/services, etc.</td>
<td>1.(_____</td>
<td>$_____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>During the term of this bid DCPS may need to purchase controllers, pumps, bleed valves, test equipment, and other miscellaneous water treatment related materials and/or services. DCPS may also find it necessary to have cooling towers cleaned. This item allows for a quotation of mark-up percentage (not to exceed 6%) over actual cost the bidder is willing to supply these items to DCPS. Verification of cost will be required in the form of actual invoices or verified cleaning, labor and material cost. Freight or transportation charges will be reimbursed at cost with no markup allowed.</td>
<td></td>
<td>Example 6% Markup 1.06 x 10,000 = $10,600.00</td>
</tr>
<tr>
<td>11.</td>
<td>40 Pails</td>
<td>(352) Oxidizing Biocide Compositional Requirements</td>
<td>$_________ Per Pail</td>
<td>$_____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bromine, 1-Bromo-3-Chloro-5, 5-Dimethylhydantion, 92.50% active</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Product identification label with lot number, EPA registration, approved for cooling tower use, CHS Compliant Safety data sheets.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INVITATION TO BID

Buyer: James Robinson

Phone: 904-858-4837

Bid Number: ITB-005-18/JR

Bid Title: WATER TREATMENT CHEMICALS AND SERVICES

Term of Bid: January 1, 2018 through December 31, 2018 with renewal options.

Opening: Thursday, September 28, 2017 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Submit Bid To: DCPS Purchasing Services / 4880 Bulls Bay Highway / Jacksonville FL 32219-3235

Special Requirements: None

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all; in addition, I certify that I am authorized to obligate on behalf of the bidder. Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Bidder: __________________________________________

Mailing Address: ________________________________________________

City, State, Zip Code: __________________________________________

Telephone: ___________ Toll Free: ___________ Fax: ___________

Email Address: __________________________________________ Internet URL: ______________________

Federal ID # or SS #: ______________________________

If you are a certified minority, state certifying agency: ________________________________

Payments will be made in accordance with Florida Statute 218.

Form of Payment accepted: Credit Card ____________ (see Special Condition #21)

Delivery can be made within _________ calendar days after receipt of order.

Addenda ______ through ______ received. (if applicable)

Original Manual Signature of Authorized Representative: ________________________________

Printed/Typed Name of Authorized Representative: ________________________________

Title: ________________________________ Date: ________________________________
NOTICE TO BIDDERS

The State of Florida has amended Chapters 283.35 and 287.084, Florida Statutes effective July 1, 2012. These amendments require political subdivisions of the state (with the exception of counties or municipalities) to give local preference in making purchases of printing services or personal property through a competitive solicitation process. Therefore, bidders who indicate on the Bidder Acknowledgement Form that their principal place of business is outside of the State of Florida shall also complete and submit with their bid the enclosed Opinion of Out-Of-State Bidder’s Attorney on Bidding Preferences. Failure of an out-of-state bidder to submit the completed form will render their bid non-responsive.

LOCAL PREFERENCE: When the lowest bid is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.
OPINION OF OUT-OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Bidder who is Out-of-State as indicated on the Bidder Acknowledgement Form. Failure of an Out-of-State Bidder to submit this form will render their bid non-responsive.)

NOTICE: Section 287.084(2), Fla. Stat., provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See below and see also s. 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

______ The bidder’s principal place of business is in the State of ________________ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

______ The bidder’s principal place of business is in the State of ________________ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state:  [Please describe applicable preference(s) and identify applicable state law(s)]:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

______ The bidder’s principal place of business is in the political subdivision of ________________ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

______ The bidder’s principal place of business is in the political subdivision of ________________ and the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision:  [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

____________________________________________________________________
____________________________________________________________________

Signature of out-of-state bidder’s attorney: ____________________________
Printed name of out-of-state bidder’s attorney: ____________________________
Address of out-of-state bidder’s attorney: ____________________________
Telephone Number of out-of-state bidder’s attorney: (_____) _____ - _________
Email address of out-of-state bidder’s attorney: ____________________________
Attorney’s states of bar admission: ____________________________________

IMPORTANT: Include with your bid the written legal opinion of the attorney licensed to practice law in the out-of-state jurisdiction, as required by s. 287.084(2), Fla. Stat. Such opinion should permit DCPS’s reliance on such attorney’s opinion for purposes of complying with s. 287.084(2), Fla. Stat.
GENERAL CONDITIONS

1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 26-08-107288-57C.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit work shop drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked “Sample for Purchasing Services” and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

11. DISCOUNTS: all discounts to be included in bid price.

12. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

13. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.
CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of Duval County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

________________________________  __________________________________________
Signature                           Company Name

________________________________  __________________________________________
Name of Official (Type or print)     Business Address

________________________________  __________________________________________
City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or Position</th>
<th>Date of Filing</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td>___________________</td>
<td>_______________</td>
</tr>
<tr>
<td>______________________</td>
<td>___________________</td>
<td>_______________</td>
</tr>
</tbody>
</table>

________________________________  __________________________________________
Signature                           Company Name

________________________________  __________________________________________
Print Name of Certifying Official    Business Address

________________________________  __________________________________________
City, State, Zip Code
SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to Duval County Public Schools, Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, Florida 32219. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder’s risk. Late bids are not considered and will be returned unopened. Official time, for the purpose of bid opening, will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville.

******* NOTE *******

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled “Posting of Bid Recommendation”. Bid Tabulation will be posted on the web after contract award has been made. www.duvalschools.org/purchasing or www.demandstar.com

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, Consolidated Services Center, 4880 Bulls Bay Highway, Jacksonville, FL 32219. Awarded vendors will receive an official Notification of Award letter after the Board has taken action.
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_________________________________________
VENDOR’S SIGNATURE/DATE

_________________________________________
COMPANY NAME
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

________________________________________________________________________
Organization Name

________________________________________________________________________
Name

________________________________________________________________________
Signature

________________________________________________________________________
ITB-005-18/JR
PR/Award or Project Name

________________________________________________________________________
Title

________________________________________________________________________
Date
AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS

1) Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support, or designee (hereinafter “Hearing Officer”) immediately, but no later than two (2) working days after bid opening or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4th calendar day immediately following the bid opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.

2) The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

3) The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

4) All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

5) The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

6) The Hearing Officer shall issue his/her decision within five (5) working days of the completion of the protest hearing.

7) The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

8) The DCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.

9) Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.
NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
4880 Bulls Bay Highway
Jacksonville, Florida 32219

We are unable to submit a bid at this time due to the following reason(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

________________________________________________________________________

Name of Firm: ___________________________________________________________
Signature and Title: _______________________________________________________
Street Address or P.O. Box: _________________________________________________
City, State, Zip Code: _____________________________________________________

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.
SPECIAL CONDITIONS

1. **PURPOSE:** Purpose of this bid is to establish firm prices and a source of supply for Water Treatment Chemicals and Services to be purchased by Duval County Public Schools (DCPS) for the period from January 1, 2018 through December 31, 2018.

2. **RENEWAL:** Upon written mutual agreement between Contractor and Duval County Public Schools, contract may be renewed at anniversary date for four additional one year periods, subject to the same provisions, terms, conditions, specifications and prices as originally awarded.

3. **AWARD:** Will be all-or-none, as indicated on the Bid Proposal Form. All items must be bid for an all-or-none award. Note: that this is a source of supply bid; all items will not necessarily be ordered.

   **For purposes of evaluation, this form will be interpreted as follows:**
   - **Unit price:** Unit price should be numeric. Unit prices left blank will be deemed “no bid”, and a unit price of $0 will be deemed “included at no charge”.
   - **Item Bid:** Item bid should be the manufacturer & model # or name of product you will supply if awarded. If left blank or “as specified” is entered the item will be considered to have insufficient information to evaluate.

   Failure to respond as requested may result in rejection of item(s) as non-responsive.

**BID EVALUATION PROCESS:** Bids are initially reviewed for determination of compliance with submittal requirements as found in the bid instructions. Those bids that are non-compliant are removed from consideration and are not included on the bid tabulation. Examples of non-compliant bids are: bids that do not bear the signature of an individual authorized to obligate on behalf of the company; bids submitted with line items corrected by the use of correction fluid (only the corrected items are considered non-compliant); bids submitted with line items that are correct but not initialed by the originator (only the corrected items are considered non-compliant); any bid submitted that contains a material deviation from the bid submittal instructions.

Tabulated bids are then evaluated on the basis of price. The lowest price bid will be evaluated to determine responsiveness. If the bid is responsive, it will be recommended for award. If the bid is not responsive, it will not be recommended for award and the next lowest price bid will be evaluated to determine responsiveness. This process will continue in succession until the lowest responsive bid is evaluated and is recommended for award. If the bid contains multiple items that are to be awarded independently, this process is completed for each item in the bid.

Tie bids are decided by tie breaking procedures outlined in purchasing policy.

**PURCHASES:** Award does not constitute an order. Before any shipments can be made, the vendor must receive a School District Purchase Order, an internal account’s Purchase Order or a Procurement Card Authorization.

4. **POSTING OF BID RECOMMENDATION:** Recommendation for Award will be posted in Purchasing Services on or about October 26th, 2017, and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named below.

5. **QUESTIONS:** Any questions and/or request for additional information should be directed to James Robinson, in Purchasing Services, via email at robinsonj12@duvalschools.org placing this bid number (ITB-005-18/JR) in the subject header. Deadline for questions shall be 2:00 p.m. EST on September 15th, 2017. Questions received after this date will not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda to all parties recorded by Purchasing Services as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.
6. **EX PARTE COMMUNICATION:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with District personnel involved with or related to this ITB, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents’ bid.

Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with Board members is also prohibited and will result in the disqualification of the bidder.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinal course of business concerning the DISTRICT’S existing contract(s) for the materials or services addressed in this ITB.

7. **LINE ITEM BIDS AND CORRECTIONS:** All prices submitted on the Bid Proposal Form shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.

8. **UNITS OF MEASURE AND LOT SIZES:** The item unit of measure shall be as indicated on the Bid Proposal Form. If manufacturer’s standard packaging is different than the quantity listed, it shall be the vendor’s responsibility to convert the bid price to the requested unit of measure. Bids received for items that have not been converted to the requested units of measure shall be considered non-responsive. Additionally, bidders must indicate the units of measure they are able to supply.

9. **QUANTITIES:** The items listed in this solicitation will be ordered on an “AS NEEDED” basis by the Duval County School System. No firm statement of quantity, totally or individually, can be made. The column headed “ESTIMATED QUANTITY” is for information only and does not bind the Duval County School Board to make any purchases under items of this bid. Estimated quantities are based on prior bids’ usage.

10. **SPECIFICATION ERRORS:** In the event of a discrepancy between specifications and the make/model listed for an item or items, specifications shall take precedence for the purposes of the bid.

11. **DELIVERY:** F.O.B. Destination. Do not ship prior to receipt of purchase order. Delivery will be made within thirty (30) days from date of receipt of purchase order. The Buyer must approve all exceptions. When reasonable, exceptions will be granted. However, if it will cause an out-of-stock or emergency situation, DCPS will have the option to cancel that purchase order and procure the commodity elsewhere.

Failure to deliver in accordance with the above instructions may result in the bidder being disqualified from conducting business with Duval County Public Schools.

12. **ACCEPTABLE SUBSTITUTIONS:** Where a particular brand/make/stock number is listed in Bid Proposal Forms, such reference has been made solely for the purpose of more clearly defining the general description of the product desired and the standard of minimum quality and construction acceptable. Products of other manufacturers of equal grade and quality and substantially similar in design, materials and workmanship may be submitted for consideration. The bidder must however, clearly identify in his/her proposal the articles or products offered. Bidder should enter brand and model of item offered.
13. **CONTAINERS OR PAIL:** All containers must comply with the following specifications:

- Description: Clear 5-gallon square, high density polyethylene, tight head container.
- Neck Finish Options: 70 mm screw cap
- Dimensions: Height 14-1/4", Width 10-1/2", Length 11-1/2"
- Gallon Capacity: 5 Gallons
- Overflow Capacity: 5.2 Gallons
- Tare Weight: 2.64 lbs
- Standard Gram Weight: 1200 grams
- Color: See Item Specifications
- UN Certification: 3H1/Y1.8/100/**/USA/+AA0089
- Features: UN/DOT approved without the use of outer pack carton, FDA approved, made from virgin high density polyethylene, horseshoe design for maximum inner stacking, molded-in handle
- Label: Labeled with product identification including lot number with GHS Compliant Safety Data Sheets.

**Note:** Vendor shall reuse chemical pails. Successful bidder shall collect containers from each school and not allow containers to accumulate at any school. Use of DCPS dumpsters is strictly prohibited.

14. **DISCONTINUED ITEMS:** If during the contract period an item is discontinued by the manufacturer and the manufacturer offers a replacement, bidder **must** contact the buyer prior to any shipment of replacement items for approval.

15. **SAMPLES:** Samples may be required AFTER bid opening on products unknown to Duval County Public Schools (DCPS). When requested, samples must be furnished within five (5) working days. Do not include bids and samples in the same package. Samples must be furnished and retrieved at no expense to DCPS. Samples of awarded items will be retained for comparison with items furnished. Samples not destroyed in testing must be retrieved within THIRTY (30) DAYS OF THE BID AWARD OR THEY BECOME PROPERTY OF DCPS.

16. **SPECIFICATIONS/DESCRIPTIVE LITERATURE:** Complete technical specifications, together with illustrative materials providing brand name and model number of the item, are requested to accompany bid. This request is for all items bid, **including** the specified models. Non-compliance with this condition may cause the item not to be considered for award. Each bidder is requested to submit one copy of full descriptive data for each item where bidding an alternate to the brand specified. The literature furnished must be identified to show the item in the bid to which it pertains.

17. **FAMILIARITY WITH LAWS:** The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.

18. **JESSICA LUNSFORD ACT (when applicable):** At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at www.duval.sofn.net.) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

19. **FEDERAL FUNDS:** The bidder certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
participation in this transaction by any Federal department or agency. When requested, the bidder/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

20. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**
   This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the contractor without prior written consent of DCPS.

   The contractor shall not assign payments under this contract or agreement without the prior written consent of DCPS.

21. **METHOD OF PAYMENT:** Payments to vendors may be made via credit card or check. If credit card payment is acceptable, initial the designated space(s) on the Bidder Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation.

22. **PAYMENT TERMS:** Payments will be made in accordance with Florida Statutes 218.174, also known as the Local Government Prompt Payment Act.

23. **AVAILABILITY OF FUNDS:** The obligations of Duval County Public Schools under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

24. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

25. **AUDIT / RECORDS RETENTION:** DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

26. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all
bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection.

27. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

28. **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by Duval County Public Schools for refusal of contract or to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

29. **CANCELLATION:** The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of Duval County Public Schools. If Contract/Purchase Order(s) is so canceled, Duval County Public Schools shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

30. **FORCE MAJEURE:** Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 29. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

31. **PURCHASES BY OTHER PUBLIC ENTITIES:** Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded vendor(s).

32. **TRANSITION ASSISTANCE:** In the event the resulting agreement is terminated, not renewed or naturally expires, the Contracted Firm agrees that the District may provide written notice to the Contracted Firm retaining the Contracted Firm for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the District has established a replacement Water Treatment Chemicals. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

33. **PUBLIC RECORD:** Pursuant to Florida Statutes Chapter 119, paragraph (m), bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all bidders in response to this ITB will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a bidder asserts any portion of its bid is exempt or confidential from disclosure under Florida’s public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida’s public records laws and also timely provide a certified copy of such protective order to the District prior to the District’s release of such information into the public domain.
INSURANCE:

A. Description of the VENDOR/CONTRACTOR Required Insurance. Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR’s sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement.

1. Workers’ Compensation/Employers’ Liability. The Workers’ Compensation/Employers’ Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

(a) The VENDOR/CONTRACTOR’s insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer’s right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease - Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease - Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR’s insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not exclude restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:
Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

- $1,000,000 General Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury
- $1,000,000 Each Occurrence

(c) The VENDOR/CONTRACTOR shall include DCPS and DCPS's members, officials, officers and employees as “additional insureds” on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCPS and DCPS's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCPS or DCPS's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCPS or DCPS's member, official, officer or employee for which the DCPS or DCPS's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) DCPS and DCPS's members, officials, officers and employees shall be included as “additional insureds” in a manner no more restrictive than that which would be afforded by designating DCPS and DCPS's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers’ Compensation/Employer’s Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the
VENDOR/CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCPS with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section.

The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the VENDOR/CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORS must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best’s Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCPS, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR’s Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis
to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS’s member, official, officer or employee.

E. The VENDOR/CONTRACTOR’s Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS’s members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR’s full responsibility to provide the insurance as required by this Agreement.

**NOTICE:** Proof of the above required insurances must be provided by the VENDOR/CONTRACTOR prior to award by DCPS. Failure to provide the required proof of insurances may result in recommendation for award to an alternate VENDOR/CONTRACTOR.
For purposes of evaluation, this form will be interpreted as follows:

**AWARD:** Will be all-or-none, as indicated on the Bid Proposal Form. All items must be bid for an all-or-none award. Note: that this is a source of supply bid; all items will not necessarily be ordered.

**For purposes of evaluation, this form will be interpreted as follows:**

**Unit price:** Unit price should be numeric. Unit prices left blank will be deemed “no bid”, and a unit price of $0 will be deemed “included at no charge”.

**Item Bid:** Item bid should be the manufacturer & model # or name of product you will supply if awarded. If left blank or “as specified” is entered the item will be considered to have insufficient information to evaluate.

Failure to respond as requested may result in rejection of item(s) as non-responsive.

<table>
<thead>
<tr>
<th>Est. Qty.</th>
<th>Unit</th>
<th>(DCPS#) Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>275</td>
<td>Pails</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Cooling Tower Scale & Corrosion Inhibitor Compositional Requirements:**

**Copolymer** – Acrylic Acid / Allyhydroxypropyl sulfonated ether-linked CoPolymer with Hydroxyl group functionality. > 4500 mw minimum 9.45% active polymer

**Sulfonated CoPolymer** – 10000 mw Polyacrylate CoPolymer, minimum solids content 44%, 4.4% active copolymer

**Phosphonate** PBTC, 50% active solution, 7.0% active Phosphonate

**Phosphonate** HEDP, 60%, Active Solution, 2.0% Active Phosphonate

**Tolytriazole** – Tolytriazole, 3.85% Active Azole

**Sodium Hydroxide** – Rayon Grade Sodium Hydroxide, 11-13% Active as necessary

**PTSA** – (1, 3, 6, 8 – pyrenetetrasulfonic acid) 11% active

**Water** – Demineralized water to 5-gallon volume.

**Minimum order: 100 pails.**

Product to be fed at 60 ppm and develop the following residuals in the recirculating water:

PBTC Phosphonate – 4.2 ppm

HEDP Phosphonate – 5.5% ppm

Tolytriazole – 2.8 ppm

Sulfonated Co-Polymer - 2.6 ppm

Ether-linked Co-Polymer - 5.67 ppm
<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty</th>
<th>Unit</th>
<th>(DCPS#) Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>300</td>
<td>Pails</td>
<td>(351) Closed Loop Scale &amp; Corrosion Inhibitor Compositional Requirements: <strong>Polymer</strong> – 2000 mw Polyacrylate, minimum solids content 48%, 1.20% active Polymer <strong>Nitrate</strong> – Sodium Nitrate, 99.7%, 15.00% active Sodium Nitrate <strong>Borax 5 MOL</strong> – Sodium Tetraborate Pentahydrate, 0.75% Active Borax <strong>Phosphates</strong> – Sodium Hexametaphosphate, 1.00 % Active Polyphosphate <strong>Tolytriazole</strong> – Tolytriazole, 0.25% active Azole <strong>Tracer Dye</strong> – Red dye .43% active, <strong>Sodium Hydroxide</strong> – Rayon grade Sodium Hydroxide, 1.50% Active Sodium Hydroxide <strong>Water</strong> – Demineralized water 5-gallon volume. <strong>Minimum order: 50 pails.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$_________ Per Pail</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>60</td>
<td>Pails</td>
<td>(353) Non-Oxidizing Biocide Compositional Requirements: 2-Bromo-2-nitropropane-1, 3-diol 5.3% 5-Chloro-2methyl-4-isothiazolin-3one 1.90% 2 Methyl-4-isothiazolin-3-one .68% active <strong>Minimum order: 30 pails.</strong> Product identification label with lot number, EPA registration, approved for cooling tower use, CHS Compliant Safety data sheets.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$_________ Per Pail</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>50</td>
<td>Pails</td>
<td>(354) Dispersant Compositional Requirements: <strong>THPS</strong> – Tetrakis (Hydroxymethyl) Phosphonium Sulphate, 35% minimum active. <strong>Minimum order: 25 pails.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$_________ Per Pail</td>
<td>$_________</td>
<td></td>
</tr>
</tbody>
</table>
## Item 5

**Est. Qty.** 10 Pails  
**Description:** (357) Oxygen Scavenger  
**Compositional Requirements:**  
- **Sulfite** – Sodium Metabisulfite, Minimum Solids Content 39%, 30% Active Sulfite  
- **Lignun** – Sodium Lignosulfonate, 3.8% Active Lignun,  
- **Catalyst** – Cobalt Sulfate, 0.25% Active Catalyst,  
- **Water** – Demineralized Water to 5 gallon volume.  
**Minimum order:** 3 pails.

<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty.</th>
<th>Unit</th>
<th>(DCPS#) Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>10</td>
<td>Pails</td>
<td>(357) Oxygen Scavenger Compositional Requirements: Sulfite – Sodium Metabisulfite, Minimum Solids Content 39%, 30% Active Sulfite, Lignun – Sodium Lignosulfonate, 3.8% Active Lignun, Catalyst – Cobalt Sulfate, 0.25% Active Catalyst, Water – Demineralized Water to 5 gallon volume. Minimum order: 3 pails.</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>

## Item 6

**Est. Qty.** 50 Tests  
**Microbiological Testing:** Microbiological testing using method that includes both viable Legionella culture method (measure in CFU/ml) and viable heterotrophic bacteria culture method (measured in CFU/ml) with a turnaround time of 3-5 days. These samples will be procured by a qualified representative. A written report with results will be submitted by a qualified third party lab for each system checked.

<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty.</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>50</td>
<td>Tests</td>
<td>Microbiological Testing: Microbiological testing using method that includes both viable Legionella culture method (measure in CFU/ml) and viable heterotrophic bacteria culture method (measured in CFU/ml) with a turnaround time of 3-5 days. These samples will be procured by a qualified representative. A written report with results will be submitted by a qualified third party lab for each system checked.</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>

## Item 7

**Est. Qty.** 5 Tests  
**Testing lab utilized must also have the capability of performing Legionella testing methods using the Polymerase Chain Reaction (PCR) method. Results are expected within a 1-day turnaround. These samples will be taken by a qualified representative. A written report with results must be submitted by a qualified third party lab for each system checked.**

<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty.</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>5</td>
<td>Tests</td>
<td>Testing lab utilized must also have the capability of performing Legionella testing methods using the Polymerase Chain Reaction (PCR) method. Results are expected within a 1-day turnaround. These samples will be taken by a qualified representative. A written report with results must be submitted by a qualified third party lab for each system checked.</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>
BID PROPOSAL FORM
ITB-005-18/JR

Name of Bidder: ___________________________

<table>
<thead>
<tr>
<th>Item</th>
<th>Est. qty.</th>
<th>Unit</th>
<th>(DCPS#) Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>40</td>
<td>Hours</td>
<td>Technical consulting services over and above the regular monthly service: This rate is for a Certified Water Treatment (CWT) professional to provide on-site advisory services as needed. Written report of findings and recommendations shall be required following each advisory service call. Services must be provided in collaboration with DCPS personnel. Certified Water Treatment Consultant requirements: Certification shall be by Association of Water Technologies.</td>
<td>$________ Per Hour</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Name: ___________________________

Certification #. __________
<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty.</th>
<th>(DCPS#) Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>12 Months</td>
<td>Monthly Service and Reporting: Vendor must provide qualified water treatment technicians for at least, but not limited to, four hours per week to support DCPS water treatment technicians as directed by DCPS. Services shall include check of water chemistry to ensure proper feed rates, bleed control and equipment operation, as well as other technical water treatment services. Services must be provided by a Certified Water Treatment professional. Written reports of findings must be provided for each system checked. Services to be rendered in conjunction with DCPS or independently as directed by DCPS personnel. Vendor must maintain real-time, on-line reports and monitoring services in addition to the written field reports. Vendor must utilize a web based, real-time service reporting and data management program for historical analysis and trending on all systems being treated at each facility. Vendor shall regularly email electronic reports to designated DCPS personnel. Vendor will provide two Apple IPAD tablets with external keypad and monthly cellular or WIFI internet access and compatible software to interface with vendor’s online service reporting program, and replace and repair as needed at no additional cost to DCPS. Designated DCPS personnel must be given unlimited access to and unlimited training on this web-based reporting tool at no additional cost to DCPS. NOTE: Reporting tool shall be web-based and CANNOT be a spreadsheet-type system. Vendor shall be responsible for entering historical data so that a minimum of 24 months of historical data is available in the reporting system at all times. Vendor shall provide initial set up of schools in the software tool at no additional cost to DCPS. Vendor shall invoice DCPS each month in 12 equal installments so that the total equals the Extended Price. Certified Water Treatment Consultant requirements: Certification shall be by Association of Water Technologies.</td>
<td>$__________ Per month</td>
<td>$__________ Per year</td>
</tr>
</tbody>
</table>

Name: ____________________________
Certification #: ___________________
<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty.</th>
<th>Unit</th>
<th>(DCPS#) Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>$10,000</td>
<td></td>
<td>Cooling Tower Cleanings, miscellaneous water treatment related materials/services, etc. During the term of this bid DCPS may need to purchase controllers, pumps, bleed valves, test equipment, and other miscellaneous water treatment related materials and/or services. DCPS may also find it necessary to have cooling towers cleaned. This item allows for a quotation of mark-up percentage (not to exceed 6%) over actual cost the bidder is willing to supply these items to DCPS. Verification of cost will be required in the form of actual invoices or verified cleaning, labor and material cost. Freight or transportation charges will be reimbursed at cost with no markup allowed.</td>
<td>1.(_____)</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Example 6% Markup: 1.06 x 10,000 = $10,600.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>40</td>
<td>Pails</td>
<td>(352) Oxidizing Biocide Compositional Requirements</td>
<td>$_________</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bromine, 1-Bromo-3-Chloro-5, 5-Dimethylhydantion, 92.50% active Product identification label with lot number, EPA registration, approved for cooling tower use, CHS Compliant Safety data sheets.</td>
<td>Per Pail</td>
<td></td>
</tr>
</tbody>
</table>
Note: Reagents, test kits, calibrating standards:

The successful bidder shall provide to DCPS free of charge, all reagents, test kits and calibrating standards (using titrating methods) needed by DCPS’s two water treatment technicians for the duration of this contract. Details include:

- Testing and treatment of all open and closed loop systems
- Full testing conducted weekly on cooling towers
- Full testing conducted quarterly on closed loops

Estimated quantities used annually:

- 20 quarts of titrating solutions
- 30 one once bottles of various indicators and buffers
- 10 quarts of pH and conductivity standards and other standards as needed
- Two 100 pack iron powder pillows for testing meters
- Two 100 pack copper powder pillows for testing meters
- Five Organophosphate test kits
- Five nitrite test kits

Bidder Acknowledgement: ______________________________ Date: __________