

## CHECKLIST OF MANDATORY BID FORMS

- ☒ Bid Form Price Sheets
- ☒ Bid Form
- ☒ Non-Collusion Declaration

**BIDDER NAME**

Lincoln Aquatics

**DISTRICT REVIEWER**

J Gustafson

Pool Supplies Bid # 128-21  
Pricing Spreadsheet

Bidder Name: SCP Distributors LLC dba Lincoln Aquatics

| Line | Description                              | Item Number | Container Size/Weight | Unit of Measure | Estimated Annual Usage | Unit Price | Extended Cost |
|------|------------------------------------------|-------------|-----------------------|-----------------|------------------------|------------|---------------|
| 1    | Calcium Chloride                         |             | 50 lb.                | Bag             | 90                     | 18.50      | 1,665.00      |
| 2    | Muriatic Acid                            |             | 4 x 1 gallon jug      | Case            | 100                    | 19.50      | 1,950.00      |
| 3    | Muriatic Acid                            |             | 55 gallons            | Drum            | 120                    | 249.99     | 29,998.50     |
| 4    | Liquid Chorine                           |             | 4 x 1 gallon jug      | Case            | 100                    | 14.00      | 1,400.00      |
| 5    | Hypochlorite solution                    |             | Bulk                  | Gallon          | 85,000                 | 1.27       | 107,950.00    |
| 6    | Soda Ash                                 |             | 50 lb.                | Bag             | 20                     | 24.99      | 499.80        |
| 7    | Sodium Bicarbonate                       |             | 50 lb.                | Bag             | 486                    | 15.50      | 7,533.00      |
| 8    | Hydrochloric Acid (pre-diluted 4 to 1)   |             | Bulk                  | Gallon          | 500                    | 1.60       | 800.00        |
| 9    | Hydrochloric Acid, Bulk, sold per gallon |             | Bulk                  | Gallon          | 5,000                  | 2.50       | 12,500.00     |
| 10   | Co2                                      |             | Bulk                  | Lbs             | 130,000                | .60        | 78,000.00     |

|             |              |
|-------------|--------------|
| Total Cost: | \$242,296.30 |
|-------------|--------------|

Operational Criteria:

- 1 One invoice per week, separated by location
- 2 No sales tax on freight
- 3 No drum deposits on items #3 and #4. District and Supplier will maintain an accounting of delivery cases and drums to avoid loss of containers
- 4 Contractor to field verify connection type, location and access to safely supply chemicals from designated filling locations as shown on bid exhibit A photos.

# NEWPORT-MESA UNIFIED SCHOOL DISTRICT

## BID FORM

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Newport-Mesa Unified School Dist. Board of Education, is an annual contract to provide goods and/or services the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.
3. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.
4. It is understood that the District reserves the right to reject this bid as specified in the Instructions For bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.
5. The District desires the right and option to extend any contract awarded hereunder for a period of one year from date of expiration, under the same price, terms, and conditions.

Indicate if said Renewal Option is granted for one additional year:

|          |                    |
|----------|--------------------|
| <u>X</u> | Option Granted     |
| _____    | Option Not Granted |

Indicate if said Renewal Option is granted for second additional year:

|          |                    |
|----------|--------------------|
| <u>X</u> | Option Granted     |
| _____    | Option Not Granted |

Price Increase shall not exceed 5 % during the first renewal period, based on manufacturers increases documented and verified.

It is agreed that if any renewal option granted herein is exercised, the District shall so notify the contractor prior to the expiration date.

6. This bid is subject to a cash discount of \_\_\_\_\_ %, thirty (30) days, net 45.

Date: 5/18/21

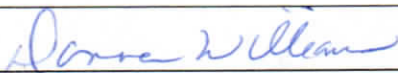
SCP Distributors LLC dba Lincoln Aquatics

Proper Name of Bidder

Donna Williams

By

VP & CMO



Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
2985 Bear St., Bldg. A  
Costa Mesa, California 92626  
(714) 424-5000

Bid Number: 128-21  
Project Title: Pool Supplies

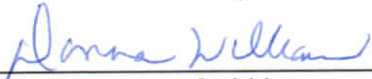
NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED  
WITH BID

(Public Contract Code Section 7106)

State of California           )  
                                          )  
County of Contra Costa   )  
\_\_\_\_\_ )

ss.

Donna Williams, being first duly sworn, deposes and says that he or she is VP & CMO of SCP Distributors LLC dba Lincoln Aquatics, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

  
\_\_\_\_\_  
Signature of Bidder

NEWPORT MESA UNIFIED SCHOOL DISTRICT  
2985 Bear St. Bldg A  
Costa Mesa, CA 92626  
(714) 424-5000

BID # 128-21  
POOL SUPPLIES

Date and Time of Bid Opening: MAY 20, 2021 AT 2:00 PM

Place of Bid Receipt: Purchasing Department, Bldg A  
Newport Mesa Unified School District  
2985 Bear St.  
Coast Mesa, CA 92626

NOTICE IS HEREBY GIVEN that the Newport Mesa Unified School District (the "District"), pursuant to Public Contract Code Section 20111, now invites sealed bids for the award of a contract for POOL SUPPLIES.

Bids must be received by the Newport Mesa Unified School District no later than MAY 20, 2021 AT 2:00 PM, and shall be in a sealed envelope clearly marked "BID 128-21"

Bid documents may be obtained by downloading the document from the District web site, <https://web.nmusd.us/bids2021>. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bid process. No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids. All bids shall be made and presented on a form furnished by the District.

Date of this Notice: April 26, 2021

Newport Mesa Unified School District

By: \_\_\_\_\_  
Jonathan Geiszler  
Director, Purchasing & Warehouse

Published: Orange County Register  
April 26, 2021  
May 3, 2021

12. **ADDITIONAL QUANTITIES:** The Board desires the option to purchase additional quantities of the above item(s). State if you will accept orders for the additional quantities at the same prices, terms and conditions, providing additional quantity does not exceed that shown above and providing the Board exercises option before June 1,, 20 22.

    x     Option Granted

           Option Not Granted

13. **SAMPLES:** Samples may be requested before an award is made. If requested prior to award, samples should be submitted to the District's Purchasing Department. Samples shall be provided at no expense to the District within five (5) days of request and shall become the property of the District. Failure to provide samples as requested shall be cause for rejection of the bid.

All packages containing samples must be clearly labeled with bidder's name, bid number, and each sample clearly identified as to the item number under which the sample is to be considered.

If, in the opinion of the District, an item purchased on the bid does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the successful bidder and the contract may be canceled under the TERMINATION FOR DEFAULT section of the bid.

14. **DELIVERY REQUIREMENT:** Bidders shall bid all items delivered to: **Estancia High School, Newport Harbor High School, Corona Del Mar High School and Costa Mesa High School as shown in the attached Exhibit A photos** and reference the Purchase Order number that will be given when an order is placed. Vendor will be required to contact an identified District staff member at least two days prior to delivery to schedule delivery and installation. Lift gate and inside delivery will be required. Carting away debris will be the sole responsibility of the vendor.

15. **DELIVERY SCHEDULE:** The District requires delivery upon request of authorized District personnel. The District reserves the right to make award based on delivery time quoted.

16. **BRANDS:** Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the manufacturer's name and model number of the brand(s) being bid (even if indicated in the specification) and may require testing in accordance with the INSPECTION AND ACCEPTANCE provision of this bid. "CAUTION TO BIDDERS: The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available the bidder must furnish as part of the bid all descriptive material such as cuts, illustrations, drawings, or other information, necessary to the purchasing activity to (1) determine whether the product offered meets the salient characteristic requirements of the Invitation to Bid, and (2) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity."
17. **INSURANCE:** Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Newport-Mesa Unified School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice " being given to the District's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:
- i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
  - ii. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
  - iii. Business Automobile Liability Coverage with limits as required by the State of California.

18. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT: In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

19. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

20. TERMINATION FOR DEFAULT: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Newport-Mesa Unified School District specifying such failure.

In the event the District terminates the contract, in whole or in part, the District may acquire equipment, similar to those so terminated from another source and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

20. VENDOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an officer, employee, or agent of the District.

21. EVIDENCE OF RESPONSIBILITY: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

22. **ANTI-DISCRIMINATION:** It is the policy of the Newport-Mesa Unified Board of Education that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.
23. **INSPECTION AND ACCEPTANCE:** All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
24. **INSPECTION OF BIDDER'S FACILITY:** The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.
25. **INDEMNIFICATION:** Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.
26. **PROTESTS AFTER AWARD:** Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Purchasing and Stores.
27. **DISCOUNTS:** Cash discounts shall be considered in determining low bid if the discount offered is for a 30-day payment period or longer. Cash discounts for less than 30 days shall not be considered in determining low bid.

28. **CAL-OSHA:** Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.
29. **PERMITS AND LICENSES:** The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.
30. **EMPLOYEE BACKGROUND CHECKS** At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.
31. **DRUG AND ALCOHOL FREE WORKPLACE** The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Newport-Mesa Unified Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times
32. **TOBACCO-FREE WORKPLACE** The successful bidder hereby agrees, under the contract, he will comply with the Newport-Mesa Unified Board of Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.
33. **BID DOCUMENTS:** The complete bid includes the following documents:
- Notice Calling For Bids
  - Instructions For Bidders
  - Bid Specifications
  - Exhibit A Location Photos
  - **Bid Form**
  - **Non-collusion Affidavit**

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

34. **RENEWAL OPTION:** The Board desires the right and option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same price, terms and conditions, subject only to manufacturer's published price increases as set forth herein.

Indicate if said Renewal Option is granted for one additional year:

      x       Option Granted

                     Option Not Granted

Price increase shall not exceed    5    % during the first renewal period, based on manufacturer's increases documented and verified.

Indicate if said Renewal Option is granted for a second additional year:

      x       Option Granted

                     Option Not Granted

Price increase shall not exceed    5    % during the second renewal period, based on manufacturer's increases documented and verified.

It is agreed that if any renewal granted herein is exercised, the Board shall so notify the contractor prior to the expiration date.

35. **PRICE GUARANTEE:** Prices are maximum for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or the County Municipality, or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Newport-Mesa Unified School District.

1. Would it be possible to schedule site visits to each school to review the Hypo and Hcl tanker truck access and review tank setups? Most locations look like they require an extensive amount of delivery hose, or are there hoses also left with the tanks?
  - Yes, we will coordinate site visits, notifications will be sent to all bidders on when the site visits will be allowed.
  - No hose is left at the tank all hose comes from supplier.
2. Who is the current supplier and pricing for Hypo Item #5?
  - Commercial Aquatic Services \$1.10/Gal
3. Who is the current supplier and pricing for Hcl Item #8? Is it 15% Hcl?
  - Commercial Aquatic Services \$1.37/Gal
4. Who is the current supplier and pricing for Hcl Item #9? Is it 31% Hcl?
  - Commercial Aquatic Services \$2.35/Gal
5. What are the Hypo tank sizes at each location?
  - All sites have 500 Gallon Tanks
6. What are the Hcl tank sizes and dilution at each location?
  - All HCL tanks are 50 Gallon Drums no dilution on acid delivered
7. Are net 30 day terms acceptable?
  - Yes, that is acceptable
8. It is clear from the pictures which pool is Estancia and Newport Harbor High but which one is Corona Del Mar and Costa Mesa?
  - Photos with Site Labels are attached
9. Does Newport Mesa USD own the Hypo and Hcl tanks on the school sites?
  - District owns the Hypo tanks, the HCL drums are exchanged.
10. Second to last picture notes that 2-man operation for chemical delivery. Do you expect the vendor to have 2 drivers or does the USD provide a man to assist?
  - Yes, the supplier should provide two persons to handle the deliveries where one is not sufficient.