CHECKLIST OF MANDATORY BID FORMS

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

BIDDER NAME

Waterline Technologies

DISTRICT REVIEWER

J Jessup

Pool Supplies Bid # 128-21
Pricing Spreadsheet

Bidder Name: Waterline Technologies Inc

Line	Description	Item Number	Container Size/Weight	Unit of Measure	Estimated Annual Usage	Unit Price	Extended Cost
1	Calcium Chloride		50 lb.	Bag	90	$17.00	$1530.00
2	Muriatic Acid		4 x 1 gallon jug	Case	100	$19.80	$1980.00
3	Muriatic Acid		55 gallons	Drum	120	$133.00	$15960.00
4	Liquid Chorine		4 x 1 gallon jug	Case	100	$14.80	$1480.00
5	Hypochlorite solution		Bulk	Gallon	85,000	$1.08	$91800.00
6	Soda Ash		50 lb.	Bag	20	$15.50	$310.00
7	Sodium Bicarbonate		50 lb.	Bag	486	$15.10	$7338.60
8	Hydrochloric Acid (pre-diluted 4 to 1)		Bulk	Gallon	500	$1.80	$900.00
9	Hydrochloric Acid, Bulk, sold per gallon		Bulk	Gallon	5,000	$2.05	$10250.00
10	Co2		Bulk	Lbs	130,000	$0.42	$54600.00

Total Cost:	$186148.60

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 <u>one</u> additional year:

   ✓ Option Granted

   _____ Option Not Granted

   Indicate if said Renewal Option is granted for <u>second</u> additional year:

   ✓ Option Granted

   _____ Option Not Granted

   Market Conditions

   Price Increase shall not exceed _____% 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 0 %, thirty (30) days, net 45.

Date: 05/11/2021

Waterline Technologies Inc
Proper Name of Bidder

By

Thomas Berrey GM

Thomas R Berrey
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)
) ss.
County of Orange)
)

Thomas R Berrey, being first duly sworn, deposes and says that he or she is GM of Waterline Technologies Inc, 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.

Thomas R Berrey
Signature of Bidder

Newport-Mesa
Unified School District

BID NO. 128-21

Pool Supplies

DATE ISSUED:	**April 26, 2021**
DATE DUE:	**May 20, 2021 BY 2:00 P.M.**
BUYER:	**Jonathan Geiszler**

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

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 128-21

POOL SUPPLIES

1. PREPARATION OF BID FORM: The Newport-Mesa Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **May 20, 2021 at 2:00 PM** All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. BID SUBMISSION ADDRESS: Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **Purchasing Department, District Education Center, Building A,** located at **2985 Bear St., Costa Mesa, CA, 92626**.

   TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.)
   FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. BID OPENING READING: All bids shall be publicly opened and read aloud at the time and date indicated above, at the District's **Purchasing Department, District Education Center, Building A,** located at **2985 Bear St., Costa Mesa, CA 92626**.

4. SIGNATURE: All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.

5. MODIFICATIONS: Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.

6. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.

7. WITHDRAWAL OF BID: Any bidder may withdraw his bid personally or by written request, to the Director of Purchasing and Stores, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.

8. INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents, may submit to the Director of Purchasing and Stores, a written request for clarification or correction thereof. A copy of all requests for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically. Questions regarding the bid may also be asked on the District's Bid Blog on the Purchasing and Contracts section of the District web-site.

9. AWARD OF A CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

   It is the District's intent to award the contract to a single bidder. Please submit prices on each item. Cash discounts offered shall be considered in determining low bid in accordance with Paragraph 27, DISCOUNTS of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.

10. PRICES: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID. Cash discounts, when offered, will be computed from final date of accepted delivery or receipt of invoice, whichever is later.

11. QUANTITIES: Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid.

12. ADDITIONAL QUANTIES: 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 06/30, 2022.

    ✓ 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:

__✓__ Option Granted

_____ Option Not Granted

Price increase shall not exceed Market Conditions% 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:

__✓__ Option Granted

_____ Option Not Granted

Price increase shall not exceed Market Conditions% 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.