



THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA
PURCHASING DEPARTMENT
202-A NORTH HIGHWAY 85
NICEVILLE, FL 32578

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

ISSUE DATE:

March 7, 2025

PURCHASING CONTACT:

Jessica Chandler (850) 833-5845

Chandlerj@okaloosaschools.com

ITB TITLE:

Chemicals for Cooling Towers

ITB NUMBER:

ITB 25-06

ITB OPENING DATE & TIME:

March 24, 2025 2:00 P.M. CT

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

The School Board of Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the School Board's Purchasing Office by the "ITB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Purchasing Office. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". The School Board is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services or any electronic means used by the Bidder. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

BIDDER ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

NON-COLLUSION CERTIFICATION: The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

I agree to abide to all terms and conditions of this ITB and certify that I am authorized to sign this ITB for the bidder.

AUTHORIZED SIGNATURE: _____ PRINTED NAME: _____

TITLE: _____ DATE: _____

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED BID ENVELOPE TO IDENTIFY IT AS A “SEALED BID”. NEITHER FAXED NOR ELECTRONICALLY SUBMITTED BIDS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE BID WHERE REQUESTED.

DELIVER TO:	THE SCHOOL BOARD OF OKALOOSA COUNTY, FL PURCHASING DEPARTMENT, RM #252 202-A NORTH HIGHWAY 85 NICEVILLE, FL 32578
<div><div>SEALED BID</div><div>DO NOT OPEN</div></div> SEALED ITB NO: ITB 25-06 ITB TITLE: Chemicals for Cooling Towers DUE DATE/TIME: March 24, 2025 2:00PM CT SUBMITTED BY: _____ NAME OF COMPANY	



SECTION 1: GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder", "Vendor" or "Contractor" as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term the "District", the "OCSB" or the "School Board", as used within this ITB, refers to The School Board of Okaloosa County, Florida. The abbreviation "F.S.", as used within this ITB, refers to "Florida Statutes". The following instructions may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all Bidders are urged to review these instructions in detail before submitting their bids. These are general instructions for bidding procedures only for The School Board of Okaloosa County, Florida, and can be superseded by Special Instructions and Addendums.

1. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Pursuant to D.O.E. Regulation 6A-1.012(6), and subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
2. **BIDDER'S RESPONSIBILITY:** Before submitting their bid, each Bidder is required to carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this ITB. Ignorance on the part of the Bidder will in no way relieve them of any of the obligations and responsibilities which are part of this ITB. Bid documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the bid. All bid notices and solicitations are posted to the Florida Purchasing Group Bid System website. To access the Florida Purchasing Group Bid System go to www.bidnetdirect.com/florida. It is the Bidder's responsibility to monitor the website to view current solicitation opportunities and supporting bid documents such as addenda, tabulation sheets, notice of action and notice of award.
3. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids that arrive late due to the fault of U.S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, any other carrier of any sort or any electronic means are still considered late and shall not be accepted by the District. Bids by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced unless the bid is a competitive solicitation for construction or repairs on a building, then the name of each Bidder and price submitted shall be read at a public bid opening per Section 255.0518 F.S.
4. **PUBLIC RECORDS LAW:** Pursuant to Section 119.071(1) F.S., 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 in accordance with Chapter 119, F.S., be open for inspection by any person except as may otherwise be provided by law.
5. **PUBLIC AGENCY CONTRACTS:** To the extent that Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:
 - a) Keep and maintain public records required by the School Board to perform the service.
 - b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS, ERIC MITCHELL, AT (850) 689-7184, OR ERIC.MITCHELL@OKALOOSASCHOOLS.COM, OR OKALOOSA COUNTY SCHOOL DISTRICT, 461 WEST SCHOOL AVENUE, CRESTVIEW, FL 32536.**
- f) The Contractor acknowledges that the School Board cannot and will not provide legal advice or business advice to Contractor with respect to its obligations pursuant to this section related to public records. The Contractor further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice, and that he has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Contractor acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.
6. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:** The District takes its public records responsibilities, as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent must also simultaneously provide the District with a separate redacted copy of its response. This redacted copy shall contain the District's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "redacted copy." The redacted copy shall be provided to the District at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with its response, the District is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.
7. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and

modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

8. **LICENSES AND PERMITS:** The Bidder shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The Vendor shall save and hold harmless the District as a result of any infraction of the aforementioned.
9. **ACCESS TO RECORDS AND RECORDS RETENTION:** The Bidder agrees that the District, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Bidder, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.
10. **WARRANTY:** In all cases, Bidder must submit a sample of actual factory written warranty guarantee; unless otherwise specified or in the absence of sample guarantee the Board will assume product is guaranteed for a minimum period of one year from date of installation and/or delivery. Maintenance and/or service agreements that take effect upon expiration of the warranty period and for which there will be separate charges, must be outlined in the quote and approved by the Board or its authorized agent in advance. Payment cannot be in advance; all payments will be in arrears. All products, equipment, merchandise and miscellaneous material bid and/or ordered must be the latest manufacturer's model and design. Immediate service and parts availability must be guaranteed for a minimum of five (5) years. Products not manufactured in the U.S.A. must be noted as foreign and state the country of origin. Failure to do so may subject the bid to disqualification. Maintenance, repair service and local parts availability are also essential; therefore, Bidders on machinery, equipment and/or tools should furnish parts catalog and price list, as well as applicable repair manual. The Board reserves the right to delve into availability, efficiency, and quality of service before making final evaluation and decision. All plumbing components, i.e. fixtures, fittings, storage tanks and other related appurtenance shall be certified lead-free as defined in the Lead Contamination Control Act of 1988, Publication #L.100-572. All furniture, machinery, equipment and/or tools must comply with O.S.H.A, U.L., all safety regulations and other standards for educational use in public schools as required by the U.S. Government, State of Florida, Okaloosa County and/or local municipality. This includes various safety accessories and it is the Vendor's responsibility to meet the necessary requirements. All plastics, laminates, etc., must meet minimum N.E.M.A specifications. All products containing asbestos are prohibited.
11. **BRAND NAMES & SAMPLES:** Where a definite product is specified, it is not the intention of the School Board to discriminate against any approved equal product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the School Board or its representative and such determination shall be final and binding on all Bidders. Alternates will be considered. Any deviations from the attached specifications must be explained in detail; otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible therefore. This does not countermand any requests for submittals. When requested, samples, specification sheets, brochures, etc., will be furnished at the Bidder's expense, tagged and labeled with Bidder's name, item number and bid number.
12. **ALTERNATIVE BIDS:** Only one alternate per item number as close to specifications as possible will be allowed. If more than one alternate on an item is submitted, the bids for that entire item number will not be considered.
13. **ITEM SUBSTITUTIONS:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Vendor's or manufacturer's inventory then the successful bidder must provide written notification from the manufacturer that the item has been discontinued. The

Vendor must file a written request with the District's Purchasing Department and be granted approval to substitute, in writing, before any substitution can be made. Request to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.

14. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Okaloosa County, Florida to a secure area or inside delivery. All prices, including total, must include any and all discounts. In the event of price discrepancy, unit price will prevail.
15. **TAX EXEMPT:** For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the bid price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption #85-8012622245C-5 appears on the purchase order. For contracts relating to the purchase of construction services which include the Contractor providing equipment, materials or supplies, sales tax will be payable by the Contractor on all such products purchased. The School Board sales tax exemption does not apply to construction Contractors who are required to provide equipment, materials or supplies as part of their contract with the School Board. If the Contractor intends to recover sales tax from the School Board under the contract, all such amounts must be included in the bid price.
16. **INVOICING:** The successful bidder will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to The School Board of Okaloosa County, c/o Accounts Payable, 202-A Highway 85 North, Niceville, Florida 32578. A separate invoice must be received for each purchase order number. It is the sole responsibility of the Vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this bid shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders.
17. **PAYMENT:** The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the Vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a Vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence.
18. **ASSIGNMENTS:** Any contract or purchase order issued pursuant to this ITB, and any monies which may become due there under, are not assignable except with the written consent of The School Board or its agent. Any requests for assignment must be directed to the District's Purchasing Director in writing, stating the reason for the request and any other particulars germane to the proposition.
19. **TRANSPORTATION AND TITLE:** (A) Title to goods will pass to the District upon receipt and acceptance at the destination indicated herein. Until acceptance, the bidder retains the sole insurable interest in the goods. (B) The shipper will prepay all transportation charges. The District will not accept or collect freight charges. (C) No premium carriers will be used for the District's account without prior written consent of the District's Purchasing Director.
20. **CLAIMS RESPONSIBILITY:** It shall be the responsibility of the Contractor to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, Contractor will be immediately notified by phone with a follow-up letter within 24 hours of notification.
21. **PACKING:** All shipments will include an itemized list of each package's content, and reference the District's purchase order number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.

22. **RISK OF LOSS:** The Bidder assumes the following risks: (A) all risks of loss or damage to all goods, works in process, materials and equipment until delivery thereof as herein provided; (B) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (C) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (D) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to bidder until redelivery thereof to the School District.
23. **CONFLICT OF INTEREST:** Any award under this ITB is subject to the provisions of Chapter 112, F.S. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any School Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
24. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Pursuant to the provisions of Section 287.133(2)(a) F.S., "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 a 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 F.S. for Category 2 for a period of 36 months from the date of being placed on the convicted Vendor list".
25. **SCRUTINIZED COMPANY LIST PURSUANT TO SECTIONS 287.135, 215.473, AND 215.4725, F.S.:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the District will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to the Contractor of the District's determination concerning the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the District's determination of false certification was made in error then the District shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
26. **PATENTS AND COPYRIGHTS:** Bidder agrees to indemnify and save harmless the District, its officers, employees, agents, or representatives using the goods specified herein for any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copyright by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses related thereto including, but not limited to, attorney fees, court costs, and expert fees.
27. **PREFERENCE FOR A DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program in accordance with Section 287.087 F.S. In order to receive preference, a signed certification of compliance must be submitted with the bid response.

28. **NOTICE TO CONTRACTOR:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 247A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
29. **E-VERIFY REQUIREMENTS:** Effective January 1, 2021 public and private employers, contractors and subcontractors must require registration with, and use of the U. S. Department of Homeland Security E-Verify System, <https://everify.uscis.gov>, in order to verify the work authorization status of all newly hired employees. By entering into this Agreement, the Provider becomes obligated to comply with the provisions of §448.095, *Florida Statutes*, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Provider attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Provider agrees to maintain a copy of such affidavit for the duration of this Agreement and shall provide a copy to School Board upon request. Failure to comply with this paragraph shall constitute a default and material breach of this Agreement by Provider and will result in the termination of this Agreement as provided in §448.095, *Florida Statutes*, as amended, and Provider may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Provider will also be liable for any additional costs to School Board incurred as a result of the termination of this Agreement in accordance with this section.
30. **INSURANCE AND INDEMNIFICATION:** Contractor shall protect, defend, indemnify and hold the School Board, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to any awarded contract or Contractor's officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death, or damage is caused by the sole negligence of the School Board. The School Board shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School Board. The provisions of this section shall survive the expiration or earlier termination of any awarded contract. The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board, and will, at the request of the School Board, supply certificates evidencing such coverage and listing the School Board as "Additional Insured" on said policies.
31. **LEVEL 2 SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Sections 1012.465, 1012.467 and 1012.468 F.S. shall be added as additional terms and conditions of any awarded contract. In accordance with Section 1012.465 F.S., all Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32 F.S., unless otherwise exempted from such requirements by Sections 1012.467 or 1012.468 F.S. A level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized School District agent trained to take fingerprints. The Contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Contractor and its employees. Any personnel of the Contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, F.S. (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or School sponsored activities when students are present, or to have access to School District funds. It is the responsibility of the Contractor to assure compliance with this requirement. Contractor agrees that in the event the Contractor or any employee is convicted of or pleads nolo contendere to any disqualifying offense

as outlined in Section 435.04 F.S., the Contractor will notify the School Board within 48 hours of such. The parties agree that the Contractor's failure to perform any of the duties described in this addendum will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this addendum or Sections 1012.32, 1012.465, 1012.467 and 1012.468 F.S. All Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a Vendor has a Level 2 clearance with **full access** to school property and is valid for five (5) years. A burgundy badge signifies that a Vendor has **limited access** to school property and is valid for one (1) year. Contact the Okaloosa County School District Fingerprinting Office at (850) 833-5812 for additional information on screening and clearance procedures.

32. **CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY:** Contractor and Contractor's employees shall sign in at the office of the Principal at each school upon arrival and check out upon departure. Contractor and Contractor's employees shall abide by School Board Policies 6-25, "Drug Free Workplace Act of 1988", 11-20 "Tobacco-Free School District", and 6-11 "School Board Dress Code".

33. **TERMINATION OF CONTRACT:**

A. For Convenience:

The School Board, by written notice to the Contractor, may terminate the Contract in whole or in part when the School Board determines in its sole discretion that it is in the School Board's interest to do so. The District will notify the Contractor of the intent to terminate, in writing, at least thirty (30) days prior to the effective date of termination, and the contract will officially terminate at the end of the thirty (30) day grace period. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

B. For Cause:

The School Board shall have the right at any time and at all times to terminate the awarded Contract for cause, and it is agreed that the violation, by the awarded Vendor, of any covenant or provision contained in the Contract, or the failure or refusal of the awarded Vendor to abide by or carry out any covenants or provision of the Contract, shall be and constitute sufficient cause for which the School Board may terminate the Contract. In the event the School Board shall elect to terminate the Contract for cause, the School Board shall notify the awarded Vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Okaloosa County for immediate cancellation and removal from the District's bid list for duration of one (1) year, at the option of School Board officials. Upon cancellation, payment will be made to the awarded Vendor for services that have been satisfactorily rendered, as determined by the School Board, prior to the effective date of termination. The awarded Vendor shall have no further rights, and the School Board shall have no further obligation to the Vendor, pursuant to this Contract subsequent to the date that the Contract is terminated for cause as aforesaid by the School Board. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law.

C. For Non-Appropriation:

The School Board's performance and obligation to pay under this contract is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this contract. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this contract. If

such funds are not appropriated or available for this contract and this contract is terminated, such action will not constitute a default by the School Board. Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by contractor prior to the termination notice.

34. **FAILURE OF PERFORMANCE / DELIVERY:** In case of default by the Contractor after award of bid, the District after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Contractor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the Bidder from the District's bid list for the period of one (1) year, at the option of District officials.
35. **FORCE MAJEURE EVENT:** Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to confidentiality and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, epidemics, pandemic, earthquake, fire, flood, hurricanes, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility or telecommunications interruptions, or the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or any part of the term of the Agreement, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed party cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
36. **EVALUATION / AWARD:** Each bid shall be awarded on the basis of the lowest and best bid from a responsive and responsible Bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, and service and past performance of the Bidder. For identical, qualified bids, the recommendation shall be made for a local bidder or, if there is none, by casting lots. Samples of products may be requested when practical. The School Board reserves the right to reject any or all bids, to waive informalities, to make mathematical correction to error/s in any bid, to make award(s) by individual item, group of items, all or none, delivery date/completion date, or a combination thereof; or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the School Board. The School Board may consider in conjunction with any award hereunder, those products, services and, prices available to it through contracts from state, federal, and local government agencies or other school districts within the State of Florida. The School Board has reviewed the State of Florida purchasing agreements and state term contracts for all nonacademic commodities and contractual services to determine whether it is to the School Board's economic advantage to use the agreements and contracts.

Where indicated, quantities are estimated only; the School Board reserves the right to purchase more or less provided orders are placed within the time limits specified. The School Board specifically reserves the right to reject any conditional bid and will normally reject those, which make it impossible to determine the true amount and quality of the bid. The award of the bid shall not constitute an order. Shipments shall be made as specified on the order, conforming to the bid form, specifications, and general instructions.

ANTICIPATED AWARD DATE: 04/23/2025

37. **BID RESULTS:** Bid tabulations with recommended awards will be posted for review by interested parties in the Purchasing Office located at 202-A Highway 85 North, Niceville, Florida 32578 and will remain posted for a minimum of 72 hours preceding the Board meeting at which official action will be taken. Bid tabulations with recommended awards are also posted to the District's Purchasing

website at www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx and the Florida Purchasing Group website at www.bidnetdirect.com/florida. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

38. **PROTESTS:** All Bidders are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of the Board policy is posted in the District's Purchasing Department for review. Copies may also be obtained upon request. Failure to adhere to Board Policy 2-17(A)(13)(a), or failure to file a protest within the time prescribed in Section 120.57(3) F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
39. **QUESTIONS:** Should any questions arise concerning this bid, please address your questions to the District's Purchasing Department contact whose name appears on the Invitation to Bid form (Page #1). Questions must be submitted in writing prior to the question deadline to: School Board of Okaloosa County, Purchasing Department, 202-A Highway 85 North, Niceville, FL 32578, or by email directly to the Purchasing Department contact whose name appears on the Invitation to Bid form.

Prospective bidders shall not contact any member of the Okaloosa County School Board, the Superintendent, or District staff (other than the purchasing contact for this ITB) regarding this solicitation prior to posting of the final tabulation and award recommendation. Any such contact shall be cause for rejection of your bid.

QUESTION DEADLINE FOR THIS ITB: 03/14/2025, 2:00 PM, CT

40. **ADDENDA:** Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a material effect will be documented and communicated to bidders *only by written addenda*. Verbal responses to bidders' questions do not constitute an official response unless documented in the form of written addenda and shall be considered *inadmissible* in bid protest proceedings. All such written addenda should be acknowledged by returning a copy of the signed addenda with your bid as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your bid proposal. Any addenda issued to this ITB will be posted to the Florida Purchasing Group Bid System. To access the Bid System, go to www.bidnetdirect.com/florida. Prior to submitting the bid, it shall be the sole responsibility of each bidder to contact the District Purchasing Department at (850) 833-7668 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.
41. **BID PREPERATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
42. **TERMS OF AGREEMENT:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

VENDOR PREFERENCE LAW

The paragraph below will be checked if the Florida Business Preference Law applies to this ITB.

43. ☒ **PREFERENCE TO FLORIDA BUSINESSES:** All bidders are hereby notified that this state has a Florida Business Preference Law that this agency is required to comply with in accordance with Sections 287.084(1) & (2) F.S. When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible bid, proposal, or reply is by a Vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of

such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive Vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Vendor has its principal place of business. In a competitive solicitation in which the lowest bid submitted by a Vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to Vendors having a principal place of business in that state, the preference to the lowest responsible and responsive Vendor having a principal place of business in this state shall be 5 percent. Section 287.084(1)(a) F.S. does not apply to transportation projects for which federal aid funds are available. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities. 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 to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. A Vendor preference disclosure form as required under section 2 of the state law is included in this bid package and must be completed by all bidders. ***Vendor preference disclosure form must be submitted with bid or bid will be declared non-responsive.*** For the purpose of this ITB, "principal place of business" means the state in which the Vendor's high level officers direct, control, and coordinate the Vendor's activities. The Vendor's principal place of business, as represented by the Vendor in its bid, may be relied upon by the District without further inquiry. If the District determines that a Vendor has misrepresented its principal place of business, the Vendor's bid shall be rejected. For the purpose of this ITB, "Personal Property" shall be defined as goods and commodities, but not real estate, intellectual property or services. Under federal regulations, when using federal funds for federally listed child nutrition programs, state or local geographic preferences are not allowed except when purchasing unprocessed agriculture products, state law notwithstanding.

USE OF FEDERAL FUNDS - ADDITIONAL REQUIREMENTS

The District intends to utilize Federal funds to make purchases from this bid: ☐ Yes / ☒ No

If a mark appears in the Yes box above, while not provided as separate certifications in this bid, by signing the Invitation to Bid & Bidders Acknowledgement Form (Page 1) the signatory attests to the applicable certification provisions and Federal requirements listed below. If a mark appears in the No box above, then this section (Use of Federal Funds – Additional Requirements) does not apply to this bid.

44. **EQUAL EMPLOYMENT OPPORTUNITY (41 CFR PART 60):** All Vendors, Contractors and Sub-Contractors must comply with the Executive Order 11246, entitled "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
45. **DAVIS-BACON ACT – AS AMENDED (40 U.S.C. 3141-3148):** All Vendors, Contractors and Sub-Contractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). (*Applies to all prime construction contracts in excess of \$2,000*).
46. **COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145):** All Vendors, Contractors and Subcontractors must comply with the Copeland "Anti-Kickback" Act as supplemented by Department

of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

47. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** All Vendors, Contractors and Subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). *(Applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers).*
48. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR §401.2 (A)):** All Vendors, Contractors and Subcontractors must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
49. **CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387):** All Vendors, Contractors and Subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). *(Applies to Contracts and subgrants of amounts in excess of \$150,000)*
50. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** All Vendors, Contractors and Subcontractors must comply with (2 CFR 180.220) – A contract award must not be made to parties listed on the government wide exclusions in the System or Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
51. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** All Vendors, Contractors and Subcontractors must comply with and file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. *(Applies to Contractors that apply or bid for an award exceeding \$100,000).*
52. **PROCUREMENT OF RECOVERED MATERIALS (2CFR 200.322):** All Vendors, Contractors and Subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247. *(Applies where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000).*
53. **ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201):** All Vendors, Contractors and Subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
54. **CIVIL RIGHTS (TITLE VI OF THE CIVIL RIGHTS ACT OF 1964):** All Vendors, Contractors and Subcontractors must comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction

113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.

55. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2CFR 200.216):

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See [Public Law 115-232](#), section 889 for additional information. (d) See also [§ 200.471](#).

56. DOMESTIC PREFERENCES FOR PROCUREMENTS (2CFR 200.322): As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. See [§ 200.322](#).

II. SPECIAL CONDITIONS – INSURANCE REQUIREMENTS (Rev 12/05/16)

The following “Special Conditions” are in addition to or may change the “General Bid Terms and Conditions” previously listed. In the event of a conflict, these “Special Conditions” will have precedence.

1. CONTRACTOR’S INSURANCE

- A. The Contractor shall not commence any work in connection with this agreement until all required insurance has been obtained and such insurance has been approved by the School District of Okaloosa County, Risk Management Office nor shall the Contractor allow any subcontractor (approved by Risk Management) to commence work on this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A-VI, Class X, in the Best’s Key Rating Guide published by A.M. Best & Co., Inc.
- C. The insurance definition of Insured or Additional Insured shall include subcontractor and any associated or subsidiary companies of the Contractor which are involved and which are a part of the contract.
- D. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project, must be named in the Workers’ Compensation coverage.
- E. All policies shall be written so that the School District of Okaloosa County will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the Risk Management Department.
- F. All insurance contracts should list Okaloosa County School District as an Additional Insured. The Contractor shall provide the Risk Management Department with current Certificates of Insurance for all policies.

2. WORKERS’ COMPENSATION INSURANCE

- A. The Contractor shall secure and maintain during the life of this Agreement Workers’ Compensation insurance for all of his employees employed at the site of the project. The Contractor shall require all subcontractors similarly to provide Workers’ Compensation insurance for all employees employed at the site of the project and such evidence of insurance shall be furnished the School District of Okaloosa County not less than ten (10) days prior to the commencement of any and all sub contractual agreements which have been approved by the Risk Management Department.
- B. Such insurance shall comply with the Florida Workers’ Compensation Law.
- C. Section 440.103 F.S. Building permits; identification of minimum premium policy. – Every employer shall, as a condition to applying for and receiving a building permit, show proof and certify to the permit issuer that it has secured compensation for its employees under this chapter as provided in ss. 440.10 and 440.38. Such proof of compensation must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department or a copy of the employer’s authority to self-insure and shall be presented, electronically or physically, each time the employer applies for a building permit. As provided in s. 553.79(19), for the purpose of inspection and record retention, site plans or building permits may be maintained at the worksite in the original form or in the form of an electronic copy. These plans and permits must be open to inspection by the building official or a duly authorized representative, as required by the Florida Building Code. As

provided in s. 627.413(5), each certificate of coverage must show, on its face, whether or not coverage is secured under the minimum premium provisions of rules adopted by rating organizations licensed pursuant to s. 627.221. The words “minimum premium policy” or equivalent language shall be typed, printed, stamped, or legibly handwritten.

D. Coverage shall include a waiver of subrogation clause in favor of School District of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

3. BUSINESS AUTOMOBILE AND PUBLIC LIABILITY INSURANCE

A. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include bodily injury and property damage for owned, non-owned, leased or hired motor vehicle coverage.

B. The Contractor shall carry other commercial general liability insurance against all other bodily injury, property damage and personal and advertising injury exposures. The coverage shall include both on- and off-premises operations, contractual liability, Broad form property damage. General liability policy shall not exclude care custody or control of the building and generator.

C. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the Contractor shall notify the School District representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this agreement.

D. Commercial General liability coverage shall be endorsed to include following:

- 1. On and Off premises – Operation liability
- 2. Occurrence Bodily Injury and Property Damage Liability
- 3. Independent Contractors Liability
- 4. Blanket Broad Form Contractual Liability, including the indemnification set out in the General Conditions and all other contracts relative to the project.
- 5. Personal Injury Liability Insurance
- 6. Broad Form Property Damage Liability Insurance (including completed Operations)

4. LIMITS OF LIABILITY

The insurance required shall be written for not less than the following or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

		<u>LIMIT</u>
1.	Workers’ Compensation	
	a. State	Statutory
	b. Employer’s Liability	\$1 million each accident
2.	Comprehensive Automotive	\$1 million each occurrence

	Liability Insurance	(A combined single limit)
3.	General Liability	\$ 1 million each occurrence (School District as Additional Insured)
4.	Personal and Advertising Injury	\$250,000

5. NOTICE OF CLAIMS OR LITIGATION:

The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor's knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

6. INDEMNIFICATION AND HOLD HARMLESS:

Contractor shall protect, defend, indemnify and hold the School District of Okaloosa County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract or Contractor's officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the School District. The School District shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School District. The provisions of this section shall survive the expiration or earlier termination of this contract.

The School District agrees to pay the Contractor the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. Furthermore, the Contractor acknowledges that the quote price includes said consideration for the indemnification provision.

BIDDER'S COMPANY NAME

AUTHORIZED SIGNATURE (MANUAL)

PHYSICAL ADDRESS

AUTHORIZED SIGNATURE (TYPED)

MAILING ADDRESS

TITLE

PHONE NUMBER

FAX NUMBER

III. SPECIAL CONDITIONS - SCOPE OF WORK, SPECIFICATIONS, BID PRICING FORM etc.

The following "Special Conditions" are in addition to or may change the "General Bid Terms and Conditions" previously listed. In the event of a conflict, these "Special Conditions" will have precedence.

1. Purpose:

The purpose and intent of this Invitation to Bid (ITB) is to establish a three (3) year contract between a qualified Supplier and the School Board of Okaloosa County for the purchase and delivery of chemicals, to include monthly service visits for the treatment of cooling towers that are located at Schools throughout the district. The School District of Okaloosa County does not have a warehouse. The majority of the chemicals purchased for the cooling towers will be through the Facilities Planning and Maintenance Department. Goods are to be direct delivered to any location on an as needed basis, in Okaloosa County and will be addressed on the Purchase Order. The Facilities Planning and Maintenance Department has a qualified district employee who has the necessary skills and knowledge to administer the chemicals and also oversees and maintains the cooling towers. If a potential Bidder request to view any of the cooling towers on site, in regards to this bid for bidding purposes (check equipment, test waters, pH levels, etc.), arrangements for site visits can be made by contacting the Zone Foreman per the list provided herein.

2. Contract Period:

It is anticipated that this contract will commence on or about April 23, 2025. This contract is to be for a three (3) year period. Either party can cancel the contract, without reason, April 22nd of each contract year. Notice of Cancellation must be in writing and received 90 days prior to April 22nd of each contract year. Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions. The resulting contract from this bid can be cancelled by the Okaloosa County School Board at any time for any cause. The length of the contract does not preclude providing the lowest possible price, based on current economic conditions. Prices and discounts shall be firm for the first year of the contract period. As per Florida State Statute, this contract will be cancelled if not funded. The normal ending date for this contract shall be April 22, 2028.

3. Bid Pricing:

All pricing submitted shall be net pricing and shall be F.O.B. Destination to include all packaging, handling, shipping charges and delivery to any point within the Okaloosa County School District to a secure area or inside delivery for chemicals and any equipment purchased under this contract. The Okaloosa County School Board is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

4. Cost Adjustments:

Prices shall be firm for the first year of the contract period. If price increase is warranted after the first year of the contract period the successful bidder must request a price increase in writing. It is the bidder's responsibility to request any pricing adjustment under this provision. The request for price change must be submitted in writing to the Purchasing Department no later than ninety (90) calendar days prior to the annual anniversary of the contract start date. Price increase shall not take effect until the Purchasing Department issues a formal acceptance letter to the bidder. The successful bidder will only be allowed to submit one request for price increase per contract year. Any approved request for price increase will not take effect until the annual anniversary of the contract start date and such price increase will be in effect for the 12-month period following said anniversary date. Written request for price increase shall not exceed the rate of inflation determined by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics or any successor or substitute index appropriately adjusted from the commencement of the initial term of the contract to commencement of each extension period. The School District may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive or insufficient. In the event the School District does not wish to accept the adjusted costs, the resulting contract from this bid will subject the agreement for review for possible termination, rebidding and/or re-negotiation.

5. Quantities:

Estimated quantities are given only as a guideline for preparing your bid and shall not be construed as representing actual figures under the contract. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated. It is understood that quantities under or over that stated in the bid may be purchased at the bid price during the contract period.

6. Product Additions and Deletions:

During the contract period of agreement, the School Board of Okaloosa County shall have the right to add or delete Products (Manufacturer / Brand Names) to or from this agreement by adding them to or removing them from the proposal forms. Any new Products (Manufacturer / Brand Names) added will be at the requirements, specifications, terms and conditions herein or as later stipulated by the Purchasing Department, and at mutually agreed pricing and discounts accepted, in writing, by both the Bidder and the Purchasing Department. Products that may become obsolete and the need for a replacement for that product may warrant additional products to be added to the bid. The address to the Purchasing Department with the Okaloosa County School District is: 202-A North Highway 85 Niceville, FL 32578.

7. Compliance with Regulations:

Federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful bidder(s) must not be in violation of any zoning or other ordinances in the performance of this contract. Services provided must be accomplished with professional methods and standards of the trade.

8. Integrity of Bid Documents:

Bidders shall use the original Bid proposal forms provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the Bid proposal form if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original bid documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of a Bid. Any such modifications or alterations that a Bidder wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original Bid documents.

9. Authorized Product Representation:

The successful bidder by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the OCSD that the bidder is legally authorized to submit and the successful bidder will be legally bound to perform according to the documents.

10. Regulations: All chemicals furnished to the OCSD, by the successful bidder under the contract, shall assure compliance with OSHA and shall meet or exceed the Environmental Protection Agency (EPA), the State of Florida Department of Environmental Protection (DEP) and local City and County regulations. Any type of chromate or heavy metal based chemical is prohibited. Containers must meet the Department of Transportation shipping requirements.

11. Quality Guaranty: If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the OCSD, the bidder shall pick up the product from the School District at no expense. Also, the bidder shall refund to the OCSD any money which has been paid for same.

12. Quality Terms: The OCSD reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

IV. SPECIAL CONDITIONS – GENERAL INFORMATION & SCOPE OF WORK

General: The OCSD currently has nineteen (19) facilities utilizing Cooling Tower systems that require the monthly inspection and/or water chemical treatment. There are a total of twenty-four (24) Cooling Tower Systems. The following pages (21, 22, & 23) have the list of cooling towers by Zone (North, Central & South) with the Zone Foreman name and contact number, Schools with addresses and telephone number to the schools, number of cooling towers on site, with the Make, Model and or Serial Number and also identifies whether they are Open or Closed Loop.

Scope of Work:

Bidder shall provide the best value pricing for chemicals guaranteed to prevent Scaling, Corrosion, Microbiological Growth and Fouling (slime and other foreign matter not conducive to the operation of an efficient system) of the cooling towers to ensure excellent results throughout the district. The chemicals will be purchased on an as needed basis. Contractor shall also provide monthly service pricing which includes all labor, material, equipment and supplies necessary to fulfill the service performance of this contract which is stated below. There shall be no assignment of this contract (in whole or part) to any other party, by the successful bidder.

Chemicals:

The OCSD will purchase chemicals on an as needed basis which will be administered by OCSD personnel. All open loops are induced by metering pump, and closed loops are added in chemical pots bi-annually. All chemicals supplied under this contract shall be those that are specifically designed for use in cooling tower applications. Each material container shall be labeled to identify its contents, proper use and application and any pertinent safety concerns, including immediate first aid for exposure and digestion. Complete descriptive literature, including Safety Data Sheets (SDS) for each chemical proposed for use under this contract should be submitted with the bid. The OCSD reserves the right to reject any chemicals it may conclude are not in its best interest.

Monthly Service Visits:

Contractor shall inspect systems on schedule required by maintenance personnel in order to keep the respective system monitored and chemically balanced. The successful bidder shall provide his schedule of the monthly service visits to the maintenance employee responsible for administering the chemicals, immediately upon award and no later than three (3) weeks after award. The schedule shall correlate with both parties being in agreement to the monthly service visits. These visits shall include but not be limited to: Inspect the systems, checking for proper equipment functions and physical evidence of corrosion or fouling; Perform chemical testing on cooling system water to check water quality and report results and recommendations; Check conditioning chemical dosages and adjust feed rates. Coordinate all service visits with OCSD designated employee(s).

In addition to the inspection Contractor may be required to record the time, date, and findings for each inspection in an equipment service log (provided by the contractor) which stays with the equipment. Contractor shall also provide a water/chemical analysis to the responsible maintenance personnel upon request, particularly on any of the equipment that may be presenting an issue. The successful contractor shall respond in a timely manner and be readily available, if a call is placed to the contractor for a required visit outside of the schedule, on any equipment that is not operating correctly or that may be presenting an issue due to improper treatment of chemicals. A timely manner shall be considered, no longer than a 48 hour period, unless otherwise agreed upon between the Contractor and OCSD personnel. As part of the monthly service of this contract the awarded bidder shall be responsible for the following: Cleaning systems to the satisfaction of the OCSD of any fouling or scaling of heat exchangers that may occur during the term of the contract period. OCSD personnel may assist, to gain experience in the procedure, but are not obligated to do so. Any scale and/or growths developing in areas not constantly flooded shall not fall under this requirement for cleaning. Awarded bidder will be issued a Purchase Order for the monthly services based off of pricing in the bid. Bidder will be responsible for submitting monthly invoices to OCSD personnel that maintains the cooler towers, for sign off and approval of payment.

All necessary test reagents, test equipment / kits, corrosion test coupons and consumable items shall be provided upon award to the Facilities Planning and Maintenance Department designated employee who oversees and maintains the cooling towers. The Contractor shall provide sufficient reagents and consumable items for the duration of the contract period.

Because of the variation of chemicals used in water treatment systems and the operational characteristics of various towers, it is not possible to quantify the exact amount of pollutants discharged.

Bidder shall warrant that all chemicals purchased through this contract will not endanger the health and safety of persons coming in contact with the materials and will not damage personal or real property when applied correctly in treatment of the cooling towers.

Based on previous years the purchase of chemicals to treat and maintain the cooling towers including monthly services is estimated at \$60,000 annually. This is an estimated figure and is given only as a guideline for preparing your bid and shall not be construed as representing actual figures under the contract. Bidder shall provide a scaling and corrosion inhibitor in one product for the open loop towers. Bidder shall provide Manufacturer & Product Name, order number and size of chemicals to prevent the following:

1. Scaling:

As the water is concentrated in the cooling tower, scale forming minerals reach their saturation points and begin to precipitate. As they precipitate at the heat transfer surfaces, they form an insulating scale. The more common scales encountered in an open recirculating cooling water system are calcium carbonate, calcium phosphate, calcium silicate, and magnesium silicate. These scales are very insulating and difficult to remove. Scaling will dramatically reduce the heat transfer efficiency of the system resulting in higher operating costs.

2. Corrosion:

Dissolved gases, improper pH control or the formation of differential aeration cells under existing deposits cause corrosion to be undeniably the single most significant factor leading to the premature failure of HVAC, process heat exchanger, and piping. In its most insidious form, pitting, the problem is only revealed when the equipment fails. Failures of this type can be catastrophic, leading to costly downtime for repairs and equipment replacement.

3. Microbiological Growth:

Apart from their well known role in promoting corrosion through the formation of acidic metabolic products, or through the mechanism of concentration cells associated with deposits of all kinds, the uncontrolled multiplication of bacteria, algae and fungi results in biofilm formation on heat exchange surfaces and has now been recognized as an important contributor to reduced heat transfer efficiency in cooling water systems.

4. Fouling:

Suspended solids in the form of dirt, mud, sand, silt, clay, corrosion products, and other particulates of an airborne origin can enter the system through the makeup or the cooling air. These particulates are often tightly bound and cemented by corrosion products or organic matter. Fouling can cause erosion corrosion to critical components as well as accumulate in low flow areas providing a haven for microbiological growth and the promotion of under-deposit corrosion.

Note: Bidder shall provide pricing in Section V. Bid Proposal Forms, for chemicals to prevent Scaling, Corrosion, Microbiological Growth and Fouling as mentioned above (Items 1 through 4). In addition bidder shall provide a monthly service price per the special conditions stated herein, and also provide pricing for chemical pumps and conductivity controllers if the need for replacement of equipment should arise. Equipment shall be new. OCS&D personnel will be responsible for installation of new chemical pumps and conductivity controllers purchased through this contract.

List of Schools with Cooling Towers on Site – By Zone

North Zone – Contacts:

Jon Myers, Foreman-Maintenance (850) 305-2968 and Wesley Reed (850) 612-3264

Baker School / 1369 14th Street; Baker, FL 32531 / (850) 689-7279

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Marley	#A1WHF-7107N	#10200831	Closed Loop

Crestview High School / 1250 Ferdon Blvd.; Crestview, FL 32536 / (850) 689-7177

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	# AT12-122	# 895312	Open Loop
1	Evapco	# AT8-212B	# 953478M	Open Loop

Laurel Hill School / 8078 4th Street; Laurel Hill, FL 32567 / (850) 652-4111

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	# ATW89-3I-2	# 5-282502	Open Loop

Southside Primary School / 650 S. Pearl Street; Crestview, FL 32539 / (850) 689-7211

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Marley	# AV-10136964-A1	# AV6101AIS 2017	Open Loop

Walker Elementary School / 2988 Stillwell Blvd.; Crestview, FL 32539 / (850) 689-7220

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	# AT8-123	# 882089	Open Loop

Central Zone – Contacts:

Joey Bonta, Foreman-Maintenance (850) 758-0953 and Wesley Reed (850) 612-3264

Bluewater Elementary School / 4545 Range Road; Niceville, FL 32578 / (850) 833-4240

Cooling Tower	Make	Model	Serial #	Open or Closed
1	BAC	# PT2-0812A-3M1	# 4148853201-01-01	Open Loop

Edge Elementary School / 300 N. Hwy 85; Niceville, FL 32578 / (850) 833-4138

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	# USS19-98	# 10-397573	Open Loop

Eglin Elementary School / 200 Gaffney Road; Eglin AFB, FL 32542 / (850) 833-4320

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	# ICT4-69	# 942003	Open Loop

Lewis School / 281 Mississippi Avenue; Valparaiso, FL 32580 (850) 833-4130

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	# AT8-212B	# 940682	Open Loop

Longwood Elementary School / 50 Holly Avenue; Shalimar, FL 32579 / (850) 833-4329

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	# ESWA144-44K	# 10-387258	Closed Loop

Niceville High School / 800 E John Sims Pkwy; Niceville, FL 32578

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	# UAT112-812	# 11-414036	Open Loop
1	BAC	# JE427	# U92A00766	Open Loop

Plew Elementary School / 220 Pine Avenue; Niceville, FL 32578 / (850) 833-4100

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Marley		# 078130-21302-95	Open Loop

South Zone – Contacts:

Winston Reed, Foreman-Maintenance (850) 612-6176 and Wesley Reed (850) 612-3264

Bruner Middle School / 322 Holmes Blvd., NW; Fort Walton Beach, FL 32548 / (850) 833-3266

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Marley	# NC-224980-A1	# NC8304D2BM	Open Loop
1	Marley	#NC-224980-A2	# NC8304D2BM	Open Loop

Choctawhatchee High School / 110 Racetrack Road; Fort Walton Beach, FL 32547 / (850) 833-3614

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Marley		# NC8305C15M-A1	Open Loop
1	Marley		# NC8305C15M-A2	Open Loop

Elliott Point Elementary School / 301 Hughes Street; Fort Walton Beach, FL 32548 / (850) 833-3355

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	# USS19-89	# 10-401377	Open Loop

Fort Walton Beach High School / 400 Hollywood Blvd., SW; Fort Walton Beach, FL 32548 / (850) 833-3300

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	AT 212-4J24	#23P143819	Open Loop

Kenwood Elementary School / 15 Eagle Street; Fort Walton Beach, FL 32547 / (850) 833-3570

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Marley		# 078119-21302-96	Open Loop

Mary Esther Elementary School / 320 Miracle Strip Pkwy; Mary Esther, FL 32569 / (850) 833-3371

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	# E5WA144-46K	# 11-414026	Closed Loop

Okaloosa Technical College / 1976 Lewis Turner Blvd; Fort Walton Beach, FL 32547 / (850) 833-3500

Cooling Tower	Make	Model	Serial #	Open or Closed
1	Evapco	AT-194J12	# 229-128636	Open Loop

V. Bid Proposal Forms

Bidder shall provide pricing for chemicals guaranteed to prevent Scaling, Corrosion, Microbiological Growth and Fouling (slime and other foreign matter not conducive to the operation of an efficient system) of the cooling towers. All pricing submitted shall be net pricing and shall be F.O.B. Destination to include all packaging, handling, shipping charges and delivery to any point within the Okaloosa County School District to a secure area or inside delivery. Bidder **must** submit Safety Data Sheets (SDS) for all chemicals bid in this contract with Bid Package.

Item 1. Scale and Corrosion Inhibitor and Fouling Control

Description	Estimated Quantity Annually	Unit Price per Gal of Mixed Chemical	Unit Price per 15 Gal Drum of Mixed Chemical	Extended Price for 15 Gal Drum of Mixed Chemical (Unit price X Estimated Qty of 50 Drums)
Water Treating Compound Liquid Container Size: 15 Gal. Drum	50 Drums	\$ _____	\$ _____	\$ _____
The precise composition of this product is proprietary information. Water Treating Compound Liquid – CAS # (s): 0002809-21-4, 23783-26-8, 7647-01-0, 64665-57-2, 7631-95-0, 26099-09-2, 7732-18-5 (or equal)				

Container Size Bidding: _____

Name of Product, Manufacturer and Catalog or Order Number Bidding: _____

Item 2. Corrosion Inhibitor, Closed Loop Treatment

Description	Estimated Quantity Annually	Unit Price per Gal Pail of Mixed Chemical	Unit Price per 5 Gal Pail of Mixed Chemical	Extended Price for 5 Gal Pail of Mixed Chemical (Unit price X Estimated Qty of 35 Pails)
Industrial Water Treating Compound, Liquid Container Size: 5 Gal Pail	35 Pails	\$ _____	\$ _____	\$ _____
The precise composition of this product is proprietary information. Industrial Water Treatment Compound, Liquid – CAS # (s): 7732-18-5, 1310-58-3, 7632-00-0 (or equal)				

Container Size Bidding: _____

Name of Product, Manufacturer and Catalog or Order Number Bidding: _____

Item 3. Microbiological Growth Control – Oxidizing Biocide

Description	Estimated Quantity Annually	Unit Price per Gal Pail	Unit Price per 50 Gal Pail	Extended Price for 50 Gal Pail (Unit price X Estimated Qty of 35 Pails)
Industrial Water Treatment – Compound / Bromine Pellets Container Size: 50 lb. Pail	35 Pails	\$ _____	\$ _____	\$ _____
Industrial Water Treatment – Bromine Pellets. CAS # (s): 16079-88-2 (or equal)				

Container Size Bidding: _____

Name of Product, Manufacturer and Catalog or Order Number Bidding: _____

Item 4. Microbiological Growth Control

Description	Estimated Quantity Annually	Unit Price per lb.	Unit Price per 100 lb. Drum	Extended Price for 100lb. Drum (Unit price X Estimated Qty of 3 Drums)
Chlorinating granules for multipurpose uses Container Size: 100 lb. Drum	3 Drums	\$ _____	\$ _____	\$ _____
CCH® Granular: Calcium Hypochlorite CAS # 7778-54-3 (or equal)				

Container Size Bidding: _____

Name of Product, Manufacturer and Catalog or Order Number Bidding: _____

Item 5. Monthly Services

Description Monthly Service Price	Monthly Service Price	Extended Price (Monthly Service Price X 12 Months)
Contractor shall provide the monthly service price which shall include all labor, material equipment and supplies necessary to fulfill the performance of services per the conditions as stated herein to inspect and ensure excellent results throughout the district. (Section IV. Special Conditions – General Information and Scope of Work)	\$ _____	\$ _____

Bidder shall provide pricing for equipment that may be purchased throughout the contract period. All pricing submitted shall be net pricing and shall be F.O.B. Destination to include all packaging, handling, shipping charges and delivery to any point within the Okaloosa County School District to a secure area or inside delivery. Equipment shall be new and manufacturer standard warranty shall apply.

Item 6 A and 6 B. Equipment

Description	Estimated Quantity Annually	Unit Price per Each	Extended Price (Unit Price X Estimated Qty of 1 each)
A. Chemical Pump Pulsatron Series A Plus Metering Pump, 12 GPD @ 150 PSI, 115 VAC (Dual Manual Control) Model # LB03SA-PTC1 (or equal)	1 each	\$ _____	\$ _____

Brand Name & Model # and Order Number Bidding: _____

Description	Estimated Quantity Annually	Unit Price per Each	Extended Price (Unit Price X Estimated Qty of 1 each)
B. Conductivity Controller Advantage Controls Nano-C-E Serial# 0278631J17-001 (or equal)	1 each	\$ _____	\$ _____

Brand Name & Model # and Order Number Bidding: _____

GRAND TOTAL OF EXTENDED PRICES (ITEMS 1 THROUGH 6 B): \$_____

Qualification of Bidder:

Bidder shall be a company primarily engaged in selling water treatment chemicals and services for boiler and cooling systems. The company shall be currently active with a minimum 5 years of experience of similar scope and magnitude of the specified conditions in this bid. All chemicals furnished to the OCSD, shall assure compliance with OSHA and shall meet or exceed the EPA, the State of Florida DEP, and local City and County regulations. Bidder must be an authorized dealer / supplier, and shall have a lab facility within a 200 mile radius of Okaloosa County, Florida. The Bidder or Bidders' representative providing services shall meet the credentials of a Certified Water Technologist (CWT).

Years in Business: Indicate the length of time Bidder has been in business providing the good/services of similar scope and magnitude of the specification conditions in this bid.

_____ Years _____ Months

Bidder is required to submit at least three (3) references from current or previous customers for like projects with the bid package.

Reference # 1

Customer Name: _____

Contact Name: _____

Phone Number: _____

Address: _____

Fax/Email: _____

Reference # 2

Customer Name: _____

Contact Name: _____

Phone Number: _____

Address: _____

Fax/Email: _____

Reference # 3

Customer Name: _____

Contact Name: _____

Phone Number: _____

Address: _____

Fax/Email: _____

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by all Bidders)

Name of bidder: _____

Identify the state in which the bidder has its principal place of business: _____
(If Florida then do not complete remainder of form)

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business: _____

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

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 also: Section 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: _____

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish 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. Inform 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. Give 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), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an 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.

Vendor's Signature _____

Date of Signature: _____

Vendor's Name: _____

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

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing 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

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
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 has 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 meanings set out in the Definitions and Coverage sections of 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 form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is 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 form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," 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 is not 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 Nonprocurement List.
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 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.

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes. I further affirm that:

1. This Company does not appear on the Scrutinized Companies that Boycott Israel List. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

Vendor / Company Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____

Signed: _____

Entity: _____

Name: _____

Title: _____

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid packet. We suggest that you include this completed checklist along with your bid.

Items checked **Required** must be submitted at the time you submit your bid or your bid may be declared non-responsive. Items checked **Requested** should be submitted at the time you submit your bid to facilitate the evaluation process, but will not be cause for declaring your bid non-responsive.

Verified	Required	Requested	Description of Submittal	Page No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Completed and signed Bidder's Acknowledgement Form	1
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Indemnification and Hold Harmless	17
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Bid Proposal Forms, Qualification of Bidder and References	25-28
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Bidder's Statement of Principal Place of Business	29
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification	30
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Certification Regarding Debarment	31
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Certification Regarding Scrutinized Company List	32
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Affidavit of Compliance with Anti-Human Trafficking Laws	33