SINGLE SOURCE AWARD **BID # SS-0243-19**

Subject: Annual All-inclusive COJ Swimming Pool Water Management

Department: Recreation and Community Services Division

Description of Purchase: Recommend approval of Single Source award to Poolsure for the annual all-inclusive water management program on each of the seven (7) pools installed with heaters. The water management program shall provide new chemical controllers, feed equipment, all chemicals to operate pools and maintenance on the controllers and feeders. Proper water chemistry is vital to their short and long term operation. Poolsure is the only company in NE Florida who is a FL licensed Pool Contractor (required to install and maintain chemical systems) and a USDOT and PHMSA Hazardous Materials Carrier (required to deliver the chemicals). There are companies that do\are one or the other but none located in NE Florida that are\do both.

Total amount of expenditure not to exceed $186,240.60.

Funding Source: RPCM011PG-03410 The services will be billed monthly at $15,520.05/$186,240.60 per annum. To be executed by Purchase Order.

Single Source Award To: Poolsure

Price Justification: See Attached

Total Award: $186,240.60 **Requisition #:** N/A

Attachments: Single Source Form, Vendor Letter, Vendor Quote

Certification as to Single Source: Keith Meyerl-Division Chief-Recreation and Community Programming

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Marleen Doran

Analyst: Marleen Doran

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Recreation and Community Services Division

FUNDING SOURCE: RPCM011PG – 03410 beginning October 1, 2018 (FY19 Budget)

BRIEF DESCRIPTION OF GOODS/SERVICES:
Provision of an all-inclusive water management program on each of the [7] pools installed with heaters. A water management program is essential in protecting the investment of these new heaters ($1,000,000). Proper water chemistry is vital to their short and long term operation.

The water management program shall provide new chemical controllers, feed equipment, all chemicals to operate listed pools and maintenance on the controllers and feeders at a monthly billing rate.

Pools to be services with this program include: Pine Forest Pool, Charles Clark Pool, CT Brown Pool, Woodland Acres Pool, Thomas Jefferson Pool, Mandarin High Pool and Fletcher High Pool.

AMOUNT OF PROJECT (attach quote): $15,520.05 per month \ $186,240.60 per annum

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED(ATTACH QUOTE/PROPOSAL):

1. **Equipment: Provide new chemical controllers, feed pumps and tanks at each pool;**
   a) Chemical Controllers: Aquasol XPC Pool Controller – no substitutes
   b) Chemical Feed Pumps: Classic Series, Single Head Adjustable Stenner Pump – no substitutes
   c) All replacement chemical tanks shall be included.
2. **Maintenance:**
   a) For all chemical controllers, feed equipment - repair / replacement as needed.
   b) Feeder tubing for chemical lines to be left on site for quick changes.
   c) PM's (preventative maintenance) completed annually in the spring of each year
3. **Chemicals: Provide all chemicals necessary for proper operations of each pool listed to provide prope water quality as required by the Florida Department of Health.**
   a) Sodium Hypochlorite Solution
   b) Non-Fuming Pool Acid
   c) Sodium Bicarbonate
   d) Cyanuric Acid
   e) Calcium Chloride
   f) Filter Powder
4. **Chemical Deliveries:**
   a) Sodium Hypochlorite Solution and Non-Fuming Pool Acid shall be delivered on a pre-scheduled routed basis that utilizes tank level sensors or a predictive model.
   b) Hot Shot deliveries shall be included at no extra charge to accommodate unusual chemical demand event

which will automatically dispatch a technician to attend to issue saving time and resources.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

There are very stringent requirements required by the vendor in order to perform all levels of the water management program.

a. Must hold a current and valid State of Florida Commercial Swimming Pool Contractor certificate foı installation of the chemical controllers, pumps, tanks and tubing;
b. Must be HazMat registered through PHMSA to transport and handle chemicals on site;
c. Must be USDOT motor carrier registered to transport chemicals;
d. Minimum Technician Requirement to perform service on equipment and monitor water quality
    i. Must have at least four technicians operating in Jacksonville Metro area.
    ii. Must be manufacturer certified in Aquasol controllers and Stenner Pumps.
    iii. Must be CPO certified.
e. Selected vendor must have CPO Instructors on staff.

Aquasol is the only vendor in this area that can meet **all** of these requirements.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

I have found no other vendor that can provide all of the above services in this market and have reviewed with procurement and the EBO.

Submitted by: Keith Meyerl - Division Chief – Recreation and Community Programming

(Name) **(Title)**

Date: 8/22/18

Requesting Agency's Director's Signature:

1707 Townhurst Drive
Houston, Texas 77043
Phone: 1-800-858-POOL (7665)
Fax: 1-800-909-3962
poolsure.com

July 20, 2018

City of Jacksonville
214 North Hogan Street
Jacksonville, FL 32202
Attn: Keith Meyrel, Darryl Joseph

City of Jacksonville Water Management Proposal

Dear Keith / Darryl,

Poolsure is proposing a program that offers a flat rate monthly billing that is all inclusive of automated chemical controllers, feed equipment, chemicals, maintenance, and labor. This program will greatly increase efficiency along with reducing the long term labor costs associated with the COJ swimming pools. In addition it is designed to help provide a sanitary swimming environment for patrons and a safe work environment for COJ personne. Below is an outline of what is included in this program.

Pricing is to be fixed on an annual basis for each pool but billed in 12 monthly installments. Installments are billed as a flat monthly fee. Example - annual rate for each pool divided by 12 equal monthly installments. A spreadsheet listing the 7 heated bodies of water will be included along with our proposal.

Pricing Includes:

- All chemical controllers, feed equipment repair / replacement as needed. Feeder tubing for chemical lines will also be left on site for quick changes. PM's (preventative maintenance) completed annually in the spring of each year to include:
- During years the feed pumps are not replaced new feed tubes will be installed in pumps, rollers inspected and replaced as needed. Chemical injection lines inspected for clogs and cleaned as required. Flow cells cleaned out, probes checked and replaced as needed.
- Any other components or parts are repaired or replaced on an as needed basis.
- All tech calls and parts needed to maintain controllers and feed systems are also included at no additional charge.
- Deliveries of all chemicals are included in annual price including;
    - Sodium Hypochlorite Solution
    - Non-Fuming Pool Acid
    - Sodium Bicarbonate
    - Cyanuric Acid
    - Calcium Chloride
    - Filter Powder
- Sodium Hypochlorite Solution and Non-Fuming Pool Acid will be delivered on a pre-scheduled routed basis that utilizes tank level sensors or a predictive model.
- "Hot Shot" deliveries will also be included at no extra charge to accommodate unusual chemical demand events.

1707 Townhurst Drive
Houston, Texas 77043
Phone: 1-800-858-POOL (7665)
Fax: 1-800-909-3962
poolsure.com

- Remote web based monitoring of the chemical controllers is also included in the fixed price. Monitoring is Ethernet or wifi based. The Ethernet or wifi internet connection will be provided by COJ at each site. If Ethernet or wifi is not available on certain sites COJ can opt to provide cellular hot-spots at these locations.

- All replacement chemical tanks are included. Sodium Hypochlorite Tanks will be replaced and repositioned amongst pools to logically achieve the maximum storage capacity per site with as few tanks as possible to facilitate simplified remote tank level monitoring. All tanks and containment will be within the state of Florida's guidelines and regulations and follow Hazardous Materials handling best practices.

Guidance in regards to minimum vendor qualifications needed to offer this type of program.

1. HazMat - Must be HazMat registered through PHMSA
2. USDOT - Must be USDOT motor carrier registered
3. Florida Pool Contractors License
4. Sodium Hypochlorite Solution must be NSF certified and EPA registered.
5. Safersys - Must have Satisfactory rating
6. CSA -No Basics at Intervention levels
7. Minimum Tanker Trucks - FRP, Pneumatic Offload, must have at least four operating in Jacksonville Metro area.
8. NTTC – National Tank Truck Carriers (Grand Safety Award Rating)
9. Minimum Techs - Must have at least four operating in Jacksonville Metro area. Manufacturer certified in Aquasol controllers and Stenner Pumps. CPO certified.
10. CPO Instruction - Vendor must have CPO Instructors on staff

Poolsure greatly appreciates doing business with the City of Jacksonville. We are experienced in servicing high demand facilities such as COJ. These types of facilities require many different components from a supplier and servicer and this program will allow the COJ to take full advantage of what is needed to achieve greater safety and efficiency and at the same time reduce liability and labor spent on the swimming pools.

Kindest Regards,

Christopher C Secue

Christopher C Secue
Poolsure, Regional Director of Sales

FLORIDA SALES AGREEMENT

This **SALES AGREEMENT** (this "Agreement"), is made and entered into this 14th day of August, 2018 (the "Effective Date"), by and between City of Jacksonville Heated Pools (Phase 1), a(n) Florida Company ("Customer"), and **Aquasol Commercial Chemicals, Inc.,** a Florida corporation (d/b/a Commercial Chemical Products/Poolsure) ("Supplier"). For good and valuable consideration as described herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Customer hereby engages Supplier to provide certain chemicals necessary to maintain chlorine, pH and alkalinity levels of waters held in one or more swimming pools and other bodies of water (collectively, "Pools") located at the address(es) in EXHIBIT A and as set forth on EXHIBIT A attached hereto and further described on such exhibit where deemed reasonably necessary by Supplier, which chemicals may include but not be limited to chlorine, pool acid, sodium bicarbonate, calcium chloride, and cyanurics (the "Chemicals"). Supplier will deliver the Chemicals to such location and Customer agrees to provide Supplier reasonable access to the area(s) where Chemicals are stored at each such Pool in order to facilitate such delivery. For the avoidance of doubt, the parties agree that "Chemicals" does not include chemicals necessary to correct water chemistry imbalance caused by property negligence, vandalism, Pool draining, faulty or inadequate electric service, inadequate circulation or Acts of God.

2. In consideration of the foregoing, Customer agrees to pay Supplier, without reduction or set-off, a monthly fee equal to (a) the amount for the Chemicals set forth on EXHIBIT A; Payment shall be received by Supplier by the 21st day of the month for the then current month of service hereunder. If payment in full is not received timely, then interest shall accrue on such unpaid amounts from the 21st day of the applicable month at a rate of lesser of 18% per annum or the highest rate allowed under applicable law. If restriction of service is necessary due to non payment and customer pays, there will be no credit issued for the lost service during the time Supplier restricted service to Customer.

3. At no additional charge, Supplier agrees to provide to Customer, and to install, one Controller for each Pool that is subject to this Agreement. "Controller" means a mechanical device to assist Customer in monitoring and controlling water chemistry in a Pool. The Controllers provided hereunder (and any replacement thereof) shall remain the sole property of Supplier, and shall be returned to Supplier at the end of the Term in good working condition, reasonable wear and tear excepted. The parties agree that Customer shall independently test the water chemistry of each Pool no less than daily (or more often if required by law), and shall keep an accurate and up-to-date written log of such tests during the term of this Agreement and for two (2) years thereafter. In the event that such tests reveal that any Controller is not maintaining proper water chemistry, Customer shall promptly notify Supplier of the same, and Customer will add Chemicals to the Pools by hand as necessary to maintain proper water chemistry therein, until such Controller is repaired or replaced by Supplier. Supplier's sole responsibility hereunder is to supply Chemicals along with one or more Controllers and to repair such Controllers as further provided herein; all responsibility for maintenance of the Chemicals in the Pools shall accrue to and be the responsibility of the Customer. Controller and feed system may only be used to feed approved chemicals provided by Supplier.

4. Poolsure shall provide chemical Tanks to Customer, and Customer may utilize the Tanks at pool locations, for the sole purpose of storing approved chemicals supplied by Supplier. Customer shall not, under any circumstances, place or allow others to place in the Tanks products obtained from suppliers other than Supplier. Customer shall keep Tanks at Customer's business premises and shall not remove then or allow then to be removed without Supplier's prior, written consent.

5. Maintaining proper water chemistry in the Pools is the sole responsibility of Customer despite Supplier having agreed to provide the Controller as a tool to assist Customer in connection therewith. Subject to any limitations on damages contained herein, Customer hereby agrees to indemnify, defend and hold Supplier harmless from: any losses, damages, claims, or liabilities arising in connection with any failure to maintain proper water chemistry in any Pool, regardless of cause; the acts or omissions of Customer, its employees and/or agents; and the storage of the chemicals on Customer's premises. Subject to the limitations on damages contained herein, Supplier hereby agrees to indemnify, defend and hold Customer harmless from any losses, damages, claims, or liabilities to the extent caused by the acts or omissions of Supplier, its employees and/or agents. It is the customers responsibility to a working 110v electrical outlet within 3 feet of each controller prior to installation of Supplier's equipment. Customer accepts full responsibility for leaks and any circumstances resulting from leaks and its recommended per code a floor drain be present. Customer acknowledges corrosion can result from chemicals and supplier is not responsible. It is recommended that a ventilation fan be installed in any enclosed equipment/chemical area to provide proper ventilation and minimize corrosion.

6. The term of this Agreement shall commence on the Effective Date and continue until terminated by Supplier or Customer. Either party may terminate this agreement, at any time, without cause or penalty, upon thirty (30) days prior written notice to the other party.

7. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE CHEMICALS OR ANY CONTROLLERS PROVIDED HEREUNDER, EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. THE CONTROLLERS ARE PROVIDED ON AN "AS IS" BASIS, AND SUPPLIER DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONTROLLERS.

8. Supplier shall maintain insurance policies as follows during the term of this Agreement (i) workers' compensation insurance as required by law; (ii) employers' liability insurance with limits of $1,000,000 per occurrence; and (iii) comprehensive general liability insurance with limits of $1,000,000 per occurrence. Supplier shall provide certificates of insurance reflecting the above policies and coverage amounts to Customer upon written request.

9. If a Controller is damaged, lost or destroyed (other than due to the act or omission of Supplier), then Customer will promptly pay Supplier for the cost of repair or replacement of such damaged Controller. The value of each controller is $3500. Customer shall maintain adequate insurance to protect against damage to, loss of or destruction of a Controller provided by Supplier hereunder (other than due to the act or omission of Supplier).

10. Supplier shall not be liable for default in the performance or discharge of any duty or obligation under this Agreement, to the extent caused by acts of God, civil or military authority, public enemy, fire, floods, winds, storms, labor disorders, strikes, work stoppages or other labor trouble, accidents, riots,

civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Supplier's reasonable control.

11. This Agreement and all claims or causes of action arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflicts of laws provisions, and in the event of a dispute arising under this Agreement, the parties hereby submit to exclusive jurisdiction in the federal or state courts located in Orange County, Florida, and agree that venue is proper and convenient in such forum. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party its reasonable expenses, attorney's fees, and costs. Customer may not assign this Agreement nor the rights and obligations set forth herein, without Supplier's prior written consent. This Agreement and its exhibits constitute the entire agreement between the parties with respect to the matters described herein, and supersedes any prior agreements (written or verbal) between the parties with respect to the same. Except as set forth in Section 4, any change, addition, deletion or other modification to this Agreement, and any subsequent agreement between the parties with respect to the Pool(s), shall be null and void unless in writing and signed by both parties hereto. Such change, addition, deletion or other modification, and any such subsequent agreement, shall only be binding on Supplier if signed by Vice President or greater of Supplier.

12. All notices required or permitted hereunder shall be in writing and unless personal delivery is effected, shall be deemed delivered when deposited in the United States Mail, postage pre-paid, registered or certified mail, return receipt requested, addressed to the party in question at the address set forth herein or at such other address as may have been specified by written notice delivered in accordance herewith. For the purposes of the notice provisions of this Agreement, the following addresses shall be the addresses of the parties hereto until changed:

Commercial Chemical Products/Poolsure, Inc.

1707 Townhurst Dr.
Houston, Texas 77043

City of Jacksonville Heated Pools (Phase 1)

13. The provisions of Sections 4, 6, 9, 10 and 11 shall survive termination or expiration of this Agreement.

14. This Agreement may be signed in multiple counterparts, each of which will be considered an original and all of which together will constitute a whole. Signatures transmitted by facsimile shall have the same effect as original signatures.

COMMERCIAL CHEMICAL PRODUCTS, INC

Dba. Poolsure

By: Christopher C Secue

Name: Christopher C Secue

Title: Regional Director

Date: 8/14/18

City of Jacksonville Heated Pools (Phase 1)

By:

Name:

Title:

Date:

EXHIBITA - POOL RATES AND INFORMATION

Pool Name	# of Controllers	Water Management Base Rate	Summer 125% of Base (April - September)	Winter 75% of Base (October - March)	Wireless Rate	Tap Rate
Charles Clark Pool	1	2,217.15	2,771.44	1,662.86		
Clanzel Brown Pool	1	2,217.15	2,771.44	1,662.86		
Fletcher Pool	1	2,217.15	2,771.44	1,662.86		
Mandarin Pool	1	2,217.15	2,771.44	1,662.86		
Pine Forest Pool	1	2,217.15	2,771.44	1,662.86		
Thomas Jefferson Pool	1	2,217.15	2,771.44	1,662.86		
Woodland Acres Pool	1	2,217.15	2,771.44	1,662.86		
Total Monthly	7	15,520.05	19,400.08	11,640.02		

NOTES:

Shipping Address:

HEATED POOL NAME	Volume	Flow	GPM	Monthly WM
Charles Clark (Sherwood)	230000	650	640	$2,217.15
Clanzel T. Brown (Golfair)	230000	650	640	$2,217.15
Fletcher	230000	640	640	$2,217.15
Mandarin	230000	650	640	$2,217.15
Pine Forest	230000	639	614	$2,217.15
Thomas Jefferson	230000	650	640	$2,217.15
Woodland Acres	230000	650	640	$2,217.15
			Total	$15,520.05