



## INVITATION FOR BID

### PURCHASING DIVISION

Mailing Address:

**10770 West Oakland Park Blvd.  
Sunrise, Florida 33351**

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#### Bid Data

Bid Number: 17-06-12-HR  
Service or Commodity Title: Swimming Pool Chemicals  
Purchasing Agent: Holly Raphaelson, C.P.M., CPPO, CPSM  
Contracts Administrator  
Phone: (954) 572-2202  
Fax : (954) 578-4809  
Email: [hraphaelson@sunrisefl.gov](mailto:hraphaelson@sunrisefl.gov)

#### Bid Opening

Day/Date: Wednesday, January 25, 2017  
Time: 2:00 p.m.  
Physical Location: City Hall  
Office of the City Clerk – Fourth Floor  
10770 West Oakland Park Blvd.  
Sunrise, FL 33351

#### Bid Contents

Section 1: Specifications/Scope of Work  
Section 2: Attachments  
Section 3: Instructions to Bidders  
Section 4: Terms and General Conditions  
Section 5: Bid Submission Check List  
Section 6: Bid Submission Package

Bid packages and specifications are no longer available directly from the City of Sunrise Purchasing Division. The City is now using **Onvia DemandStar** for the posting and distribution of all City Bids, RFPs, RFQs, RLI's and Quotations. This Bid may be obtained at [www.demandstar.com](http://www.demandstar.com). The City is not responsible for the accuracy of other means of distribution. Alteration of the content of this document shall result in disqualification.

**NOTE:** If not submitting a bid, fill out and return the "Statement of No Bid" Form of this document.

#### SPECIAL ACCOMMODATION:

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled pre-bid conference or bid opening should contact the Purchasing Division (954-572-2274), at least five (5) days prior to the event to advise of his/her special requirements.

## **SECTION 1 – SPECIFICATIONS**

The City of Sunrise as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group in soliciting bids for various swimming pool chemicals (commercial grade) as needed.

Chemicals must be delivered within five (5) working days of receipt of purchase order unless specifically extended by the ordering entity.

1. The following is a list of chemicals required.

Soda Ash	50 LB Bag
Diatomaceous Earth	50 LB Bag
Sodium Bicarbonate	50 LB Bag
Cyanuric Acid	100 LB Drum and 50 LB Drum
Muriatic Acid	55 Gallon Drum, 1 Gallon Container
Calcium Chloride	50 LB Bag
Sodium Hypochlorite	Per Gallon
Sodium Hypochlorite	Bulk – 500 Gallons minimum
Chlorine Dry Tablets (3")	50 LB Pail
Pure Fiber 90	25 LB Bag
Sodium Dichloride	25 LB Bag
Sodium Trichloride	50 LB Bag
Calcium Hypochlorite	100 LB Drum and 25 LB Pail
Chlorine Briquettes, Pulsar Brand	50 LB Pail
Potassium Peroxymonosulfate	50 LB Pail
IS-3 Plus	5 Gallon Pail
Polymer, CLAR+LON, or equal	55 Gallon drum
Course Rock Salt, Morton White	
Crystal Solar Salt, or equal	50 LB Pail
Tile Cleaner	1 QT Container
All Clear, Mustard Knock Out	2 LB Container
Chlorine Gas	150 LB Cylinder

**NOTE: Minimum order requirements are not acceptable due to the nature of the bid. Also, note that the container sizes must be as specified.**

2. The following is the specification for Bulk Sodium Hypochlorite. Attached hereto and incorporated herein by reference.

### *SPECIFICATION FOR BULK SODIUM HYPOCHLORITE*

Material Specifications: 10.0 % Sodium Hypochlorite.

Concentration (Marked): 0.0% minimum as evidenced by U.S. Environmental Protection, Agency, Pesticide Registration.

Concentration (Delivered):	12.4% preferred: 12.0% to 13.0% acceptable as measured by sodium thiosulfate titration w/starch indicator resulting in available chlorine percentage by volume.
Concentration (Minimum):	100 grams/liter minimum available chlorine by weight with 30 days of delivery.
Process:	Continuous Process by Dow, Powell Fabrication or equivalent for Item 12. Provide Batch Process pricing for Item 11. Oxidation/Reduction Potential analog control in continuous recycle loop. Minimum recycle/ finish product ration 4/1.
Filtration:	Minimum filtration 2 pass- 1 micron using polypropylene cartridge or equivalent.
Manufacturing Temperature:	Temperature during bleach manufacturing is not to exceed 95 degrees (F); 35 degrees (C)
Excess Caustic:	Acceptable range; 0.1%-0.3%; expected 0.15% 0.20
Iron:	10ppm max ppm expected (as result of filtration)

Estimated quantities are listed **on Schedule "A", Bid Sheet, Pages 18 through 20**, of this bid.

Bidders shall provide Material Safety Data sheets upon request for evaluation of bids and must be submitted with all chemicals.

**SECTION 2 - ATTACHMENTS**

- Exhibit "I"      List of participating agencies. Attached hereto and incorporated herein by reference.
- Exhibit "II"      Annual Estimated Usage by participating agencies. Attached hereto and incorporated herein by reference.

### **SECTION 3 - INSTRUCTIONS TO BIDDERS**

**BIDDERS: TO INSURE ACCEPTANCE OF THE BID, THE FOLLOWING INSTRUCTIONS MUST BE ADHERED TO:**

This Invitation for Bid represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group for the purchase of various Swimming Pool Chemicals for multiple locations. The City of Sunrise is lead agency for this bid. After receipt of an offer and acceptance by the Sunrise City Commission, commodities or services will be provided as indicated herein. An award letter notifying the Bidder of acceptance of their Bid by the City Commission specifying duration of the Contract with extension periods if any, and the method of ordering will be issued.

#### **3.1 HOW TO SUBMIT A BID**

All bids must be submitted in sealed envelopes, delivered or mailed to Office of the City Clerk, Fourth Floor, City of Sunrise, 10770 West Oakland Park Blvd., Sunrise, Florida 33351. The bid number and bid title must be plainly marked on the outside of the envelope. It will be the sole responsibility of the Bidder to ensure that the bid reaches the office of the City Clerk on or before the opening time and date shown on the Invitation for Bid Cover (Page 1). No bids will be received, accepted, or considered after said time and date, unless the City, in its sole discretion reasonably exercised, elects to extend the time for submission and receipt of bids. Any request for an extension of time necessitated by an unforeseen emergency should be made prior to the Bid Opening and directed to the Purchasing Director/Designee, City of Sunrise (954) 572-2274.

#### **FAXED BIDS WILL NOT BE ACCEPTED**

#### **3.2 THE BID PACKAGE**

The bid package consists of Specifications, Additional Requirements, Attachments, Instructions to the Bidders, Terms and General Conditions, and the following Schedules:

Schedule "A" - Bid Sheet & Certification  
Schedule "B" - Non-Collusion Affidavit  
Schedule "C" - Bidder's Drug Free Statement  
Schedule "D" - Bidder's Qualification Statement  
Schedule "E" - Warranty Information Form (If Applicable)  
Schedule "F" - Insurance & License Requirements  
Schedule "G" - Statement of No Bid

Section 6, "Bid Submission Package", and any other required documents must be returned in order for the bid to be considered for award. The Bidder should submit one (1) original – **clearly marked as original** - and two (2) photocopies (all collated and marked "Copy") of their bid. All Bids are subject to the conditions specified herein. All bids received will be read into the record and may be rejected for noncompliance to requirements after a full review by the Purchasing Division.

#### **3.3 INQUIRIES, ADDENDA AND MODIFICATIONS**

The Bidder must direct any inquiries on the specifications, additional requirements, attachments, terms and general conditions or instructions, in writing, either via U.S. Mail, Email or Fax, to the individual named on Page 1 at the Purchasing Division, City of Sunrise, 10770 West Oakland Park

Blvd, Sunrise, Florida, 33351, Fax No. (954) 578-4809. All inquiries must be received by the Purchasing Division no later than 12:00 p.m. ten (10) calendar days prior to the Bid opening.

Any addenda or other modifications to the Documents will be made in writing, and issued by the City, prior to the time and date of Bid Opening. Such written addenda or modifications shall be part of the Documents and shall be binding upon each Bidder. No verbal addenda or modifications shall be allowed nor shall any Bidder rely upon any verbal addenda or modifications in preparing or submitting its bid.

3.4 EXECUTION OF BID

Bid must contain an original signature of an authorized representative of the company in the space provided. Failure to sign the bid shall invalidate it, and it will not be accepted. All bids must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, the bidder should draw a single line through the entered figure and enter the corrected figure above it. Corrections should be initialed by the person signing the bid, or a duly authorized representative of the firm submitting bid. Any illegible entries, pencil bids or corrections not initialed may not be accepted. Only corrections that show the clear intent of the bidder, in the sole discretion of the City of Sunrise, will be accepted.

3.5 NO BID

If not submitting a bid, respond by returning the "STATEMENT OF NO BID" Schedule G of this Invitation for Bid. Repeated failure to respond without sufficient justification may be cause from removal of a Bidder's name from future solicitations.

3.6 PRE-BID CONFERENCE

Not applicable for this bid.

3.7 PRICES BID

List both the unit price and the extended total, if applicable. Prices must be stated in the units specified on the Bid Sheet. In case of a discrepancy in computing the amount of the bid between the unit price bid and the extended total, the unit price will govern. When bids are awarded on the basis of Lump Sum, if there is a discrepancy between the written and numeric amount, the written amount prevails.

3.8 F.O.B. POINT

All bid prices shall be F.O.B. destination freight prepaid and delivered by Vendor to the City's specified location(s).

3.9 BID VALIDITY

All bids shall remain valid for ninety (90) days after the time of bid opening. After this time period the Bidder may request the Bid be withdrawn.

3.10 DELIVERY / COMPLETION TIME / RESPONSE TIME

All orders shall be filled within five (5) calendar days after receipt of purchase order, unless specifically extended by the ordering entity. Deliveries shall be made to the sites as specified and coordinated with each entity. If specified delivery cannot be met, show number of days required to make delivery after receipt of Purchase Order in space provided on the Bid Sheet. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding City holidays.

The delivery of the goods and /or services within the time specified is of the essence in this procurement. The City shall have the right to cancel any or all items(s) without obligation if delivery is not made on or before the time(s) specified. In the event Vendor fails to make timely shipment, City shall have the right to purchase elsewhere and unless the delay was caused by unforeseen circumstances beyond Vendor's control, Vendor shall reimburse City for any additional charges incurred.

3.11 SAMPLES

Not applicable to this bid.

3.12 WARRANTIES / GUARANTEES

Vendor warrants that the materials, goods, services and/or workmanship furnished and/or delivered pursuant to the Purchase Order shall:

Conform in all respects to the description, drawings and specifications contained in this Bid

Be merchantable and fit for the ordinary purpose for which such goods are used or intended to be used

Be new and unused, of good quality and free from defects whether latent or patent in material or workmanship

Be free from any security interests, liens or encumbrances. Vendor warrants that it has good and marketable title to the goods delivered

There is no infringement upon or violation of any copyrights or patent rights

Minimum warranty shall be ninety (90) days. The Bidder shall furnish with the bid all pertinent warranty data as it relates to the items bid upon. If requested, the Bidder is to complete Schedule "E".

3.13 ESTIMATED QUANTITIES

Estimated quantities represent a reasonable approximation of the number of units of each type of item the ordering entity expects to purchase during a twelve (12) month period. Note: the estimated quantities do not constitute a guaranteed minimum order.

3.14 ADDITIONAL QUANTITIES/BALANCE OF LINE

The ordering entity reserves the right to buy additional quantities, if required, at the unit price quoted herein.

**Bidder must indicate in the space provided on the Bid Sheet the percentage (%) off their written price list for the balance of their line.**

3.15 FAMILIARITY WITH LAWS

The Bidder should be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect this bid. Lack of knowledge on the part of the Bidder shall in no way relieve them from responsibility.

3.16 BRAND NAMES / APPROVED EQUALS

Whenever a material, article or piece of equipment is identified in the bid package, including drawings, plans, specifications and reference to manufacturers' or Bidders' name, trade name,

catalog number, or otherwise, it is intended merely to establish a standard unless it is followed by words indicating that no substitution is permitted because of form, fit, function or quality. Any material, article or equipment of other manufacturers and Bidders which will perform or serve the requirements of the general design will be considered equally acceptable provided the material article or equipment so proposed is, equal in substance, quality and function. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such a product within their bid and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) bid. However, the City shall be the sole judge as to whether or not the submitted product is equal in substance, quality and function, and its decision shall be final. If the bidder does not indicate an alternate is being bid and identify the alternate, the Vendor must deliver the specified item identified in the Bid.

3.17 PAST PROBLEMS ON PRIOR CONTRACTS / LITIGATION

The Bidder shall disclose any pending or anticipated litigation between the Bidder and any other party or parties that might affect the performance of this Contract. Such litigation must be indicated on Schedule D. When the Bidder or a proposed sub-Contractor has previously worked for the City and has received complaints from the City or has been involved in disputes with the City about the work, the Bidder should submit with their bid an explanation of what, if anything, the Bidder has done or will do to avoid similar problems in the future. This explanation must deal specifically with the problems involved on the prior Contract and any organizational, operational or other changes which have been or will be implemented. If, in the sole judgment of the City, the Bidder has failed to provide an adequate plan to ensure that the Contractual dispute previously experienced by the City will not recur, the City reserves the right to reject the bid submitted by that Bidder.

3.18 BASIS OF AWARD

The City reserves the right to reject any and all bids, to waive any irregularity in bids received, to accept any item or group of items, unless qualified by the Bidder. The City reserves the right before recommending any award to inspect the Bidders' facilities or take any other action necessary to determine a Bidder's ability to perform in accordance with the specification, terms and conditions of the Invitation for Bid.

Award will be made on an item by item basis to the lowest responsive and responsible Bidder.

In the event the successful bid is terminated or cancelled for any reason, the City reserves the right to make an award to the next lowest responsive and responsible Bidder, or re-bid the entire Contract or any part thereof, whichever is in the best interest of the City.

3.19 COST LIABILITY

The Bidder shall bear all costs associated with submitting the Bid, including preparation, site visitation or any travel connected with submittal of the Bid.

3.20 CONTENTS OF BID / PUBLIC RECORDS

Any material submitted in response to this Bid will become a public record pursuant to Chapter 119, Florida Statutes. No claim of confidentiality or trade secret will be honored unless a specific exemption from the public records law exists and the Florida or Federal statute identifying the exemption is identified in the Bid. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.

3.21 INVESTIGATIONS OF CONDITIONS AFFECTING OPERATIONS

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to



ascertain conditions and requirements of the Bid. Failure to make investigations and examinations shall not relieve the successful Bidder from the obligation to comply in every detail with all provisions and requirements of the Bid nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by the Purchase Order or any subsequent Contract.

### 3.22 CONE OF SILENCE

This solicitation falls under the City of Sunrise's Code of Ordinances Section 2-1 (n) known as the "Cone of Silence". After a Bid is opened or a Short List is established, a vendor or a vendor's representative as defined in the Ordinance, a proposer, service provider, consultant or lobbyist, may not seek information or clarification or in any way contact any Official or employee of the City concerning this solicitation with the exception of the City Attorney, the Purchasing Director or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing Division and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the City Commission and may subject the potential vendor or vendor's representative to debarment in accordance with the City's Code of Ordinances. Nothing in the Ordinance prevents a vendor or vendor's representative from taking part in a public meeting concerning the solicitation.

## **SECTION 4 - TERMS AND GENERAL CONDITIONS**

### **4.1 INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR's subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, OR REGARDLESS OF WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE CITY OF SUNRISE ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES, UNLESS SUCH NEGLIGENT ACTS, ERRORS, OR OMISSIONS CONSTITUTE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. The City of Sunrise reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement.

### **4.2 INSURANCE REQUIREMENTS**

Bidder agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Bidder is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Bidder under any resulting contract.

**Commercial General Liability** Bidder agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence, **\$1,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Automobile Liability** Bidder agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Bidder does not own automobiles, Bidder agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Worker's Compensation Insurance & Employers Liability** Bidder agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

**Additional Insured** The Bidder agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement; or the CG2010 10 01 Additional Insured – Owners, Lessees, or Contractors or GC2010 07 04 Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The

Additional Insured shall read: **“City of Sunrise endorsed as Additional Insured for General Liability.”**

**Waiver of Subrogation** Bidder agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Bidder to enter into an pre-loss agreement to waive subrogation without an endorsement, then Bidder agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Bidder enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** Bidder agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

City of Sunrise  
Attn: Purchasing Director  
Purchasing Division  
10770 W Oakland Park Blvd.  
Sunrise, FL 33351

**Umbrella or Excess Liability** Bidder may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Bidder agrees to endorse City as an **“Additional Insured”** on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

**Right to Revise or Reject** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

#### 4.3 **PATENTS AND ROYALTIES**

The Bidder, without exception, shall indemnify and save harmless the City of Sunrise and its employees from liability of any kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article of manufacture lot any article used in the performance of the Contract, including its use by the Purchaser. If the Bidder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed. And understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

#### 4.4 **INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL**

The initial contract period shall be for the period of two (2) years starting on March 27, 2017 or date of award by City Commission whichever is later. In addition, the City reserves the right to renew the contract for two (2) additional one (1) year periods, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved

by the City, contingent upon budget approval.

4.5 CONTRACT CONTINUITY / TRANSITIONAL PERIOD

In the event the services are scheduled to end either by Contract expiration or by termination by the City of Sunrise (at the City's discretion), the Bidder shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Bidder will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

4.6 CONTRACTS OVERLAPPING FISCAL YEARS:

The City's fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's terms extends beyond the fiscal year in which the Contract commences, the City will issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the Contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

4.7 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS

City is a bona fide governmental entity of the State of Florida with City's fiscal year ending on September 30 of each calendar year. If City does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of City's obligation under this Agreement were last appropriated by City and City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

4.8 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon three (3) calendar days written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Contractor abandons this Agreement or causes it to be terminated by the CITY, the Contractor shall indemnify the CITY against any loss pertaining to this termination. In the event that the Contractor is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.9 and the provisions of Section 4.9 shall govern.

4.9 TERMINATION FOR CONVENIENCE

A Contract resulting from this Bid may be terminated by the City without cause upon thirty (30) days written notice to the Vendor. In the event of such a termination without cause, the Vendor shall be compensated for all services performed to the City's satisfaction, together with reimbursable expenses incurred. In such event, the Vendor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this Contract.

4.10 TERMS RELATING TO PRICE

Unless otherwise noted by the City, all prices shall be firm through the period of the Contract or purchase order and shall not be subject to increase. In the event of a manufacturer's or Vendor's price decrease during the Contract period, the City shall receive the full benefit of such price reduction on any undelivered goods or services on an existing purchase order and on any subsequent order placed during the Contract period. The Director of Purchasing must be notified in writing of

any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of Contract for cause, pursuant to these Terms and Conditions.

In the event of a manufacturer's price increase during the Contract period, the Vendor shall submit proof from the manufacturer of said increase, and the City may accept the price increase at the time of Contract renewal, or terminate or re-bid the Contract, in whole, or in part, whichever is in the best interest of the City.

The cost of all services as bid herein shall remain firm for the first year of the Contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept of Labor whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least sixty (60) days prior to the Contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Vendor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract may be cancelled by the City upon giving thirty (30) days written notice to the Vendor.

#### 4.11 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES

The Vendor shall not sell, transfer or assign the performance required by this bid without the prior written consent of the City. Any Award issued pursuant to this bid and the monies which may become due hereunder are not assignable, unless the prior written approval of the City is obtained.

#### 4.12 PAYMENT/BILLING INSTRUCTIONS

Payment will be made by the City after the items or services awarded have been, received, inspected, found to comply with award specifications, are free of damage or defect and are properly invoiced.

Invoices, unless otherwise indicated, must show Purchase Order Number and shall be submitted in duplicate to:

CITY OF SUNRISE,  
Finance Department  
10770 West Oakland Park Blvd  
Sunrise, FL 33351

Payment will be made within 30 days after delivery, authorized inspection and acceptance. The City is exempt from Federal and State Taxes for tangible personal property. The City will provide an exemption certificate to the Vendor upon request. The Vendor is not exempt from paying sales tax to the suppliers for materials to fulfill Contractual obligations with the City, nor is Vendor authorized to use the City's tax exemption Number in securing such materials.

**4.13 COMPLIANCE WITH STATE OF FLORIDA CRIME ENTITY**

Please be informed that pursuant to Section 287.133(2) (a), Florida Statutes, "A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid or Bid on a Contract to provide any goods or services to the City, may not submit a bid on a Contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a Contract with the City, and may not transact business with the City in excess of the threshold amount provided in S.287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list." The submission of a bid shall constitute an affirmative representation of the Bidder to the City that the Bidder is aware of the Statute and in full compliance thereof.

**4.14 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

If applicable, Vendor certifies that all material, equipment, etc. contained in the bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by Vendor.

**4.15 MATERIAL SAFETY DATA SHEETS (MSDS)**

In compliance with Chapter 442, Florida Statutes when applicable, any item delivered from a Contract resulting from this Bid must be accompanied by a Material Safety Data Sheet (MSDS), if applicable. The MSDS must include the following information: (a) The chemical name and the common name of the toxic substance. (b) The hazards or other risks in the use of the toxic substances, including: 1) The potential for fire, explosion, corrosivity and reactivity; 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and 3) The primary routes of entry and symptoms of overexposure. (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure. (d) The emergency procedure for spills, fire, disposal and first aid. (e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information. (f) The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

**4.16 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE / CONSTRUCTION DEBRIS:**

Not applicable to this bid.

**4.17 NO DAMAGES FOR DELAY**

The CONTRACTOR shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY, or by other causes which the CONTRACTOR determines may justify delay. The CONTRACTOR'S sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to



the Project Schedule as determined by the CITY. However, additional costs to the CONTRACTOR or delays in the CONTRACTOR'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONTRACTOR wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative shall determine whether or not the CONTRACTOR is entitled to a time extension for the delay. The failure of the CONTRACTOR to give such notice shall constitute a waiver of any claim under this section.

4.18 VENUE

Any Contract resulting from this bid shall be governed by the laws of the State of Florida. Should the Parties be involved in legal action arising under, or connected to this Agreement, except as set forth in Paragraph 4.1, Indemnification, 4.3 Patents and Royalties, and 4.8 Termination for Cause each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties agree to waive a jury trial, and will proceed to trial by judge if necessary.

4.19 PUBLIC RECORDS LAW

The CONTRACTOR shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONTRACTOR and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONTRACTOR shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the CONTRACTOR fails to comply with the requirements in this Section 4.19, the City may enforce these provisions in accordance with the terms of this Agreement. If the CONTRACTOR fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**

**THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), e-mail (CityClerk @[sunrisefl.gov](mailto:CityClerk@sunrisefl.gov)), or mail (City of Sunrise, Office of the City Clerk, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351).**



**SECTION 5 - BID SUBMISSION CHECK LIST**

COMPANY NAME: (Please Print): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- \_\_\_\_\_ 1. Carefully read the SPECIFICATIONS.
- \_\_\_\_\_ 2. Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").
- \_\_\_\_\_ 3. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
- \_\_\_\_\_ 4. Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
- \_\_\_\_\_ 5. Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D"), if required.
- \_\_\_\_\_ 6. Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.
- \_\_\_\_\_ 7. CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, if required, with your Bid (Schedule "F").
- \_\_\_\_\_ 8. Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
- \_\_\_\_\_ 9. Clearly mark the BID NUMBER AND BID NAME on the outside of your envelope.
- \_\_\_\_\_ 10. Submit one (1) original (marked "Original") and two (2) photocopies (all collated and marked "Copy") of bid; Two (2) electronic true and exact copies of the bid on CD, flash drive or DVD in .pdf format.
- \_\_\_\_\_ 11. Include a Bid Bond, if applicable.
- \_\_\_\_\_ 12. Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

**SECTION 6 – BID SUBMISSION PACKAGE**  
**SCHEDULE "A"**  
**CITY OF SUNRISE**  
**BID SHEET & CERTIFICATION**

**ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING**

**NOTE: Minimum order requirements are not acceptable due to the nature of this bid. Items will be bought in units specified below.**

Item No.	Est. Qty.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
1.	681	Soda Ash, 50 LB bag	_____	\$_____/bag	\$_____
2.	266	Diatomaceous Earth 50 LB bag	_____	\$_____/bag	\$_____
3.	944	Sodium Bicarbonate 50 LB bag	_____	\$_____/bag	\$_____
4.	67	Cyanuric Acid 100 LB drum	_____	\$_____/drum	\$_____
5.	7	Cyanuric Acid 50 LB drum	_____	\$_____/drum	\$_____
6.	24	Muriatic Acid 55 Gallon drum	_____	\$_____/drum	\$_____
7.	3,632	Muriatic Acid 1 Gallon container	_____	\$_____/gallon	\$_____
8.	840	Calcium Chloride 50 LB bag	_____	\$_____/bag	\$_____
9.	180,000	Sodium Hypochlorite-Batch (Liquid Chlorine) 500 gallons minimum quantity delivered at any one time	_____	\$_____/gallon	\$_____
10.	19,200	Sodium Hypochlorite-Batch (Liquid Chlorine) (No minimum quantity)	_____	\$_____/gallon	\$_____
11.	250,000	Sodium Hypochlorite- Continuous (Liquid Chlorine) 500 gallons minimum quantity delivered at any one time	_____	\$_____/gallon	\$_____

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Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Item No.	Est. Qty.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
12.	25,000	Sodium Hypochlorite-Continuous (Liquid Chlorine) (No minimum quantity)	_____	\$_____/gallon	\$_____
13.	50	Chlorine Dry Tablet (3" Tablet) 50 LB pail	_____	\$_____/pail	\$_____
14.	50	Pure Fiber 90 25 LB bag	_____	\$_____/bag	\$_____
15.	4	Sodium Dichloride 25 LB bag	_____	\$_____/bag	\$_____
16.	24	Sodium Trichloride 50 LB bag	_____	\$_____/bag	\$_____
17.	64	Calcium Hypochlorite 100 LB drums	_____	\$_____/drum	\$_____
18.	76	Calcium Hypochlorite 25 LB pail	_____	\$_____/pail	\$_____
19.	2,092	Chlorine Briquettes, Pulsar Brand only, no substitutes 50 LB pail	_____	\$_____/pail	\$_____
20.	130	Potassium Peroxymonosulfate 50 LB pail	_____	\$_____/pail	\$_____
21.	10	IS-3 Plus 5 LB pail	_____	\$_____/pail	\$_____
22.	6	Polymer, CLAR+LON, or equal 55 Gallon drum	_____	\$_____/drum	\$_____
23.	250	Course Rock Salt, Morton White Crystal Solar Salt, or equal 50 LB pail	_____	\$_____/pail	\$_____
24.	12	Tile Cleaner 1 quart container	_____	\$_____/quart	\$_____

Item No.	Est. Qty.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
25.	12	All Clear, Mustard Knock-out, or equal 2 LB container	_____	\$_____/2 LB container	\$_____
26.	108	Chlorine Gas 150LB cylinder	_____	\$_____/cylinder	\$_____

**TOTAL BID OFFER (Items 1-26): \$** \_\_\_\_\_

\_\_\_\_\_  
(Written Dollar Amount)

#### CONTINGENCY PRICING

<b>RUSH Fee for Expedited Delivery within 48 Hours of notice.</b>	\$_____/delivery
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All Vendors **MUST** indicate the percentage (%) off the balance of line. \_\_\_\_\_%

Vendor to indicate, any drum deposit charges, if applicable: Item No. \_\_\_\_\_ \$ \_\_\_\_\_

All deliveries will be made by Common Carrier ONLY. Yes \_\_\_\_\_ No \_\_\_\_\_

Delivery will be made within \_\_\_\_\_ calendar days after receipt of purchase order. *(To Be Completed ONLY if Bidder is unable to comply with specified delivery requirements indicated within the bid document.*

If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: \_\_\_\_\_ No: \_\_\_\_\_

#### ADDENDUM RECEIPT

Bidder shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance. ADDENDUM NO: \_\_\_\_/DATE\_\_\_\_\_ ADDENDUM NO: \_\_\_\_/DATE\_\_\_\_\_

#### SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

**SCHEDULE "A" (Continued)**

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud. The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone# \_\_\_\_\_ Fax# \_\_\_\_\_ E-Mail \_\_\_\_\_

Signature: \_\_\_\_\_ Title \_\_\_\_\_

Printed Name: \_\_\_\_\_

FEID or Social Security No. \_\_\_\_\_

**SCHEDULE "B"**  
**CITY OF SUNRISE**  
**NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in, executed and notarized by the Bidder. If the bid is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the bid.

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that  
*(Type or print name of person who is signing below)*

1. He/she is the \_\_\_\_\_ *(Owner, Partner, Officer, Representative or Agent)*  
 of the Bidder that has submitted the attached Bid.
2. He/she is fully informed with respect to the preparation and contents of the attached Bid and of all  
 pertinent circumstances respecting such Bid.
3. Said Bid is made without any connection or common interest in the profits with any other persons  
 making a Bid for the said commodities/services. Said Bid is on our part in all respects fair and without  
 collusion or fraud. No head of any department, any employee or any officer of the City of Sunrise is  
 directly or indirectly interested therein. If any relatives are employed by the City, indicate name and  
 relationship below.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Company Name: \_\_\_\_\_

Bidders' Authorized Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
*(Print, Type or Stamp name of Notary Public)*

Personally known\_\_\_\_or Produced I.D.\_\_\_\_

Type and number of I.D. Produced:

\_\_\_\_\_

**SCHEDULE "C"**  
**CITY OF SUNRISE**  
**BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION**

Preference may be given to Vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL SUBMISSIONS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies 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 employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this Vendor complies fully with the above requirements.

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087

**SCHEDULE "D"**  
**CITY OF SUNRISE**  
**BIDDER'S QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip Code

Telephone:( ) Fax:( ) E-Mail: \_\_\_\_\_

Web Site: \_\_\_\_\_

How many years has your organization been in business under its present name? \_\_\_\_\_ Yrs

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: \_\_\_\_\_

Under what former names has your business operated? : \_\_\_\_\_

At what address was that business located? \_\_\_\_\_

Are You Certified? Yes\_\_\_\_\_ No\_\_\_\_\_ If Yes, ATTACH COPY OF LICENSE

Are You Licensed? Yes\_\_\_\_\_ No\_\_\_\_\_ If Yes, ATTACH COPY OF LICENSE

Has your company or its senior officers ever declared bankruptcy?

Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, explain: \_\_\_\_\_

Are you a sales representative, \_\_\_\_\_ distributor, \_\_\_\_\_ broker, \_\_\_\_\_ manufacturer \_\_\_\_\_ of the commodities/services bid upon?

Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, explain (date, service/project, bid title, etc.) \_\_\_\_\_

Have you ever received a complaint on a Contract or bid awarded to you by any government entity?

Yes\_\_\_\_\_ No\_\_\_\_\_ if yes, explain: \_\_\_\_\_

Have you ever been debarred or suspended from doing business with any government entity?

Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, explain \_\_\_\_\_

Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:

**(Attach additional sheets as necessary)**

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Company Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_



**SCHEDULE "D"(Continued)**

**REFERENCES:**

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

Agency/Firm Name: _____	Agency/Firm Name: _____
Address: _____	Address: _____
City/State/Zip Code: _____	City/State/Zip Code: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Contact: _____	Contact: _____
E-Mail: _____	E-Mail: _____

Agency/Firm Name: _____	Agency/Firm Name: _____
Address: _____	Address: _____
City/State/Zip Code: _____	City/State/Zip Code: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Contact: _____	Contact: _____
E-Mail: _____	E-Mail: _____

Agency/Firm Name: _____	Agency/Firm Name: _____
Agency/Firm Name: _____	Agency/Firm Name: _____
Address: _____	Address: _____
City/State/Zip Code: _____	City/State/Zip Code: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Contact: _____	Contact: _____
E-Mail: _____	E-Mail: _____

Agency/Firm Name: _____	Agency/Firm Name: _____
Address: _____	Address: _____
City/State/Zip Code: _____	City/State/Zip Code: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Contact: _____	Contact: _____
E-Mail: _____	E-Mail: _____

YOUR COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**SCHEDULE "E"**  
**CITY OF SUNRISE**  
**WARRANTY INFORMATION FORM**

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID  
MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF ITEM PROPOSED:

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DOES WARRANTY APPLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State Explicitly) \_\_\_\_\_

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DOES WARRANTY INCLUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS?  
\_\_\_\_\_YES\_\_\_\_\_NO

WARRANTY PERIOD FOR PARTS REPLACEMENT \_\_\_\_\_

WHO WILL PROVIDE LABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN WARRANTY PERIOD? \_\_\_\_\_

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TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

NEAREST SOURCE TO THE CITY OF SUNRISE FOR PARTS AND SERVICE AFTER WARRANTY PERIOD:

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TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HERewith:  
\_\_\_\_\_YES\_\_\_\_\_NO

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

Company Name: \_\_\_\_\_

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Authorized Signature: \_\_\_\_\_

**SCHEDULE "F"**  
**CITY OF SUNRISE**  
**PROOF OF INSURANCE & REQUIRED LICENSES**

ATTENTION BIDDER:

ATTACH TO SCHEDULE "F" PROOF OF INSURANCE AS SPECIFIED HEREIN, AND COPIES OF LICENSES, IF REQUIRED.

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.

Company Name: \_\_\_\_\_

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Authorized Signature: \_\_\_\_\_

**SCHEDULE "G"**  
**CITY OF SUNRISE**  
**STATEMENT OF NO BID**

NOTE: If you do not intend to bid on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Bidders for the City of Sunrise. Please indicate bid name and number on the outside of the envelope. Thank you.

MAIL TO: CITY OF SUNRISE  
 10770 W. OAKLAND PARK BLVD.  
 SUNRISE, FL 33351  
 ATTN: CITY CLERK'S OFFICE

We, the undersigned have declined to bid for the following reason:

- \_\_\_\_\_ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Invitation for Bid.
- \_\_\_\_\_ We do not offer this product or an equivalent.
- \_\_\_\_\_ Our product schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet Bond requirements.
- \_\_\_\_\_ Specification unclear (explain below).
- \_\_\_\_\_ Other (specify below).

REMARKS:

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COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E MAIL: \_\_\_\_\_

**EXHIBIT “T”**  
**SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING**  
**COOPERATIVE**

**PARTICIPATING AGENCIES:**

<b>BROWARD COUNTY</b> 115 S Andrews Avenue	Delivery Locations:	3300 N Park Road 3700 NW 11 Place 16001 W SR 84 900 N Flamingo Road 401 S Powerline Road
<b>CITY OF AVENTURA</b> 19200 W Country Club	Delivery Location:	3105 NE 190 <sup>th</sup> Street
<b>CITY OF BOCA RATON</b> 201 W Palmetto Park Road	Delivery Locations:	21618 St. Andrews Boulevard 1300 NW 8 Street
<b>CITY OF COOPER CITY</b> P.O. Box 290910	Delivery Location:	11600 Stonebridge Parkway
<b>CITY OF CORAL SPRINGS</b> 9551 W. Sample Road	Delivery Locations:	12441 Royal Palm Boulevard 10100 NW 29 Street 1300 Coral Springs Drive
<b>TOWN OF DAVIE</b> 6591 Orange Drive	Delivery Locations:	4200 SW 61 Avenue 3800 SW 92 Avenue
<b>CITY OF DEERFIELD BEACH</b> 401 SW 4 <sup>th</sup> Street	Delivery Location:	501 S.E. 6 <sup>th</sup> Avenue
<b>CITY OF FORT LAUDERDALE</b> 100 N Andrews Avenue	Delivery Locations:	501 Seabreeze Boulevard 1450 W. Sunrise Boulevard 2750 NW 19 <sup>th</sup> Street
<b>CITY OF HALLANDALE BEACH</b> 410 SE 3 Street	Delivery Location:	202 SE 5 Street
<b>CITY OF LAUDERDALE LAKES</b> 4300 NW 36th St	Delivery Location:	Possible other locations 3077 NW 39 Street
<b>CITY OF MARGATE</b> 5790 Margate Boulevard	Delivery Location:	6200 Royal Palm Blvd
<b>VILLAGE OF NORTH PALM BEACH</b> 501 US Highway 1	Delivery Location:	951 US Highway 1
<b>CITY OF PEMBROKE PINES</b> 10100 Pines Boulevard	Delivery Locations:	10500 Taft Street 901 NW 208 Avenue 17801 SW 2 Street 901 NW 155 Avenue 301 NW 103 Avenue 17198 Sheridan Street 12350 Sheridan Street

**CITY OF POMPANO BEACH**  
100 W Atlantic Boulevard

Delivery Locations:

1801 NE 6 Street  
901 NW 10 Street

**CITY OF ROYAL PALM BEACH**  
1050 Royal Palm Beach Blvd

Delivery Location:

10996 Okeechobee Blvd

**CITY OF SUNRISE**  
10770 W Oakland Park Boulevard

Delivery Locations:

1720 NW 60 Avenue  
6767 NW 24 Street  
9605 W Oakland Park Blvd.  
10610 W Oakland Park Blvd.

**VILLAGE OF WELLINGTON**  
12300 Forest Hill Blvd

Delivery Location:

12072 Forest Hill Blvd

## EXHIBIT "II" ANNUAL ESTIMATED USAGE PER AGENCY

			Broward County	Aventura	Boca Raton	Coope r City	Coral Springs	Davie	Deerfield Beach	Ft. Lauderdale
Item No.	Description	Package Size	Annual Usage	Annual Usage		Annua l Usage	Annual Usage	Annua l Usage	Annual Usage	Annual Usage
1.	Soda Ash	50 LB Bag				1 bag				460 bags
2.	Diatomaceou s Earth	50 LB Bag				50 bags	36 bags			150 bags
3.	Sodium Bicarbonate	50 LB Bag		20 bags	8 bags	8 bags	55 bags	6 bags	100 bags	600 bags
4.	Cyanuric Acid	100 LB Drum			2 drums				8 drums	40 drums
5.	Cyanuric Acid	50 LB Drum						6 drums		
6.	Muriatic Acid	55 gallon Drum					24 drums			
7.	Muriatic Acid	1 gallon containe r	160 gallons	160 gallons	180 gallons	20 gallons		200 gallons	680 gallons	1052 gallons
8.	Calcium Chloride	50 LB Bag	50 bags	30 bags	20 bags	16 bags	48 bags	120 bags	50 bags	300 bags
9./10.	Sodium Hypochlorite –Batch (Liquid Chlorine)	Bulk/per gallon		700 gallons	10,000 gallons	10,500 gallons		12,000 gallons	10,000 gallons	63,000 gallons
11./12.	Sodium Hypochlorite –Continuous (Liquid Chlorine)	Bulk/per gallon	275,000 gallons							
13.	Chlorine-Dry Tablets (3")	50 LB Pail	5 pails							10 pails
14.	Pure Fiber 90	25 LB Bag		60 bags				12 bags		
15.	Sodium Dichloride	25 LB Bag								
16.	Sodium Tri-Chloride	50 LB Bag								20 bags
17.	Calcium Hypochlorite	100 LB Drum								50 drums
18.	Calcium Hypochlorite	25 LB Pail			30 pails			10 pails		
19.	Chlorine Briquettes, Pulsar Brand	50 LB Pail	225 pails		100 pails				365 pails	
20.	Potassium Peroxymono sulfate	50 LB Pail								30 pails
21.	IS-3 Plus	5 Gallon Pail	10 pails							
22.	Polymer, CLAR+LON or equal	55 Gallon Drum	6 drums							

			<b>Broward County</b>	<b>Aventura</b>	<b>Boca Raton</b>	<b>Coope r City</b>	<b>Coral Springs</b>	<b>Davie</b>	<b>Deerfield Beach</b>	<b>Ft. Lauderdale</b>
23.	Course Rock Salt, Morton White Crystal Solar Salt , or equal	50 LB Bag						720 bags		
24.	Tile Cleaner	1 Qt containe r								12 containers
25.	All Clear, Mustard Knock-out, or equal	2 LB containe r								12 containers
26.	Chlorine Gas	150 LB cylinder								108 cylinders



			Hallandale Beach	Lauderdale Lakes	Margate	Pembroke Pines	Pompano Beach	Royal Palm Beach	Sunrise	Wellington
Item No.	Description	Package Size	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage
1.	Soda Ash	50 LB Bag	3 bags		220 bags			1 bag		
2.	Diatomaceous Earth	50 LB Bag				60 bags				
3.	Sodium Bicarbonate	50 LB Bag	15 bags	20 bags		48 bags	24 bags	2 bags	30 bags	
4.	Cyanuric Acid	100 LB Drum				12 drums			4 drums	
5.	Cyanuric Acid	50 LB Drum			5 drums					
6.	Muriatic Acid	55 gallon Drum								
7.	Muriatic Acid	1 gallon container	200 gallons	912 gallons	350 gallons	360 gallons		300 gallons	500 gallons	
8.	Calcium Chloride	50 LB Bag	10 bags			60 bags			120 bags	
9./10.	Sodium Hypochlorite –Batch (Liquid Chlorine)	Bulk/per gallon							15,000 gallons	
11./12.	Sodium Hypochlorite –Continuous (Liquid Chlorine)	Bulk/per gallon				36,000 gallons		2,080 gallons		
13.	Chlorine-Dry Tablets (3")	50 LB Pail				12 pails		6 pails	20 pails	
14.	Pure Fiber 90	25 LB Bag								
15.	Sodium Dichloride	25 LB Bag						4 bags	4 bags	
16.	Sodium Tri-Chloride	50 LB Bag							4 bags	
17.	Calcium Hypochlorite	100 LB Drum					4 drums	1 drum		
18.	Calcium Hypochlorite	25 LB Pail	5 pails	6 pails	10 pails					
19.	Chlorine Briquettes, Pulsar Brand	50 LB Pail	50 pails	130 pails		24 pails	784 pails	4 pails	240 pails	336 pails
20.	Potassium Peroxymonosulfate	50 LB Pail			24 pails		110 pails			
21.	IS-3 Plus	5 Gallon Pail								
22.	Polymer, CLAR+LON or equal	55 Gallon Drum								

			Hallandale Beach	Lauderdale Lakes	Margate	Pembroke Pines	Pompano Beach	Royal Palm Beach	Sunrise	Wellington
23.	Course Rock Salt, Morton White Crystal Solar Salt, or equal	50 LB Bag	400 bags			240 bags				
24.	Tile Cleaner	1 Qt container								
25.	All Clear, Mustard Knock-out, or equal	2 LB container								
26.	Chlorine Gas	150 LB cylinder								