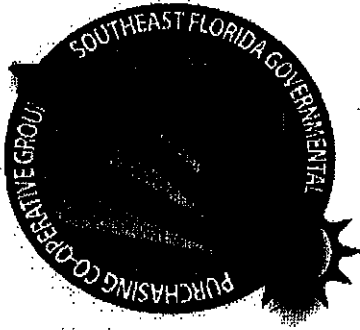


CONTRACT
COPY



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-three (43) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



INVITATION FOR BID

PURCHASING DIVISION

Mailing Address:
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

Bid Data

Bid Number: 10(03)10-01-01-27-H
Service or Commodity Title: Swimming Pool Chemicals
Description of Service or Commodity: This Invitation for Bid represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative for the purchase of various Swimming Pool Chemicals for multiple locations. The City of Sunrise is lead agency for this bid.

Purchasing Agent: Holly Raphaelson, C.P.M., FCPM, CPPO, FCCN
Purchasing Specialist
Phone: (954) 572-2202 Fax #: (954) 572-2278

Bid Opening

Day/Date: Wednesday, January 27, 2010
Time: 2:00 p.m.
Physical Location: Office of the City Clerk
City Hall
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Bid Contents

Section 1: Specifications/Scope of Work
Section 2: Additional Requirements
Section 3: Attachments
Section 4: Instructions to Contractors
Section 5: Terms and General Conditions
Section 6: Bid Submission Package

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 Division of Purchasing (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 Governmental Purchasing Association of Southeast Florida, Inc. 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, 15 Gallon Drum, 1 Gallon Container
Sodium Hydroxide Solution	15 Gallon Drum
Calcium Chloride	50 LB Bag
Sodium Sulfite	50 LB Bag
Sodium Hypochlorite	Per Gallon
Sodium Hypochlorite	Bulk – 500 Gallons minimum
Chlorine Dry Tablets (3")	40 LB Pail
Pure Fiber 90	25 LB Bag
Sodium Dichloride	25 LB Bag
Sodium Trichloride	25 LB Bag
Calcium Hypochlorite	100 LB Drum and 25 LB Pail
Chlorine Briquettes	50 LB Pail
Potassium Peroxymonosulfate	50 LB Pail
IS-3 Plus	5 Gallon Pail

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 15 through 17, of this bid.

SECTION 2 - ADDITIONAL REQUIREMENTS

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

SECTION 3 - 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 4 - INSTRUCTIONS TO CONTRACTORS

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

1. **HOW TO SUBMIT A BID:**

All bids must be submitted in sealed envelopes, and mailed to Office of the City Clerk, City of Sunrise, 10770 West Oakland Park Blvd., Sunrise, Florida 33351, and the bid number and bid title must be plainly marked on the outside of the envelope. It will be the sole responsibility of the Contractor to ensure that the bid reaches the office of the City Clerk on or before the closing hour 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.

TELEGRAPHIC OR FAXED BIDS WILL NOT BE ACCEPTED

2. **THE BID PACKAGE:**

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

Schedule "A" - Bid Sheet
Schedule "B" - Non-Collusion Affidavit
Schedule "C" - Certification Page
Schedule "D" - Contractor Drug Free Statement
Schedule "E" - Contractor's Qualification Statement
Schedule "F" - Insurance & License Requirements

Section 6, "Bid Submission Package", and any other required documents must be returned in order for the bid to be considered for award. The Contractor should submit an original (in color) and two (2) photocopies (all collated) 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. **INQUIRIES, ADDENDA AND MODIFICATIONS:**

Contractors shall not contact any City Official or Employee prior to opening of bids, evaluation of bids and award of contract other than the individual named on Page 1 of this document.

The Contractor must direct any inquiries on the specifications, additional requirements, attachments, terms and general conditions or instructions, in writing, either via U.S. Mail 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) 572-2278. All inquiries

must be received by the Purchasing Division no later than 12:00 p.m. seven (7) calendar days prior to the Bid opening.

Any addenda or other modifications to the Bid 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 Bid Documents and shall be binding upon each Contractor. No oral or verbal addenda or modifications shall be allowed nor shall any Contractor rely upon any oral or verbal addenda or modifications in preparing or submitting its bid.

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 pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.

Corrections must 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 will not be accepted.

5. **NO BID:**

If not submitting a bid, respond by returning the "STATEMENT OF NO BID" form which is the last (colored) page of Section 6 of this Invitation for Bid. Repeated failure to quote without sufficient justification shall be cause for removal of a Contractor's name for future solicitations.

6. **PRICES QUOTED:**

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 quoted 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.

7. **F.O.B. POINT**

All bid prices shall be F.O.B. destination; freight prepaid (unless otherwise stated herein) and delivered to the various agencies specified location(s).

8. **BID VALIDITY:**

All bids shall remain valid for ninety (90) days after the time of bid opening.

9. **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.

10. ESTIMATED QUANTITIES:

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

11. ADDITIONAL QUANTITIES/BALANCE OF LINE:

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

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

12. FAMILIARITY WITH LAWS:

The Contractor 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 Contractor shall in no way relieve them from responsibility.

13. AS SPECIFIED:

A purchase order will be issued to the successful Contractor with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense to the City, and the Contractor will be required to deliver items meeting specifications.

14. PAST PROBLEMS ON PRIOR CONTRACTS/LITIGATION:

The Contractor shall disclose any pending or anticipated litigation between the Contractor and any other party or parties that might affect the performance of this contract. When the Contractor or a proposed subcontractor 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 Contractor should submit with their bid an explanation of what, if anything, the Contractor 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 judgement of the City, the Contractor 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 Contractor.

15. 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 Contractor. The City reserves the right before recommending any award to inspect the Contractors' facilities or take any other action necessary to determine a Contractor'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 Contractor (Primary) and to an Alternate Contractor (the second lowest responsive and responsible Contractor). The City reserves the right to place orders with the Alternate

Contractor if the Primary Contractor is unable to supply the required chemicals in the specified delivery time.

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 Contractor, or re-bid the entire contract or any part thereof, whichever is in the best interest of the City.

16. CONE OF SILENCE

This solicitation falls under the City of Sunrise Ordinance 486 known as the "Cone of Silence". After a Bid is opened or a Short List is established for a Request for Qualifications or Request for Proposal, a vendor or a vendor's representative as defined in the Ordinance, 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 Code of Ordinances. Nothing in the Ordinance prevents a Vendors or Vendor's representative from taking part in a public meeting concerning the solicitation.

SECTION 5 - TERMS AND GENERAL CONDITIONS1. **INDEMNIFICATION**

In consideration of the separate sum of \$10.00 (which \$10.00 is the first \$10.00 of the Contract Price), the Contractor agrees to indemnify and hold free and harmless the City of Sunrise, its officials, employees and agents from or on account any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from this ensuing contract or which are incidental to or are in any way connected with this bid, regardless of negligence or omission of the Contractor or the Contractor's subcontractors, agents, or employees.

The indemnification provided herein shall obligate the Contractor to defend at the Contractor's own expense or to provide for such defense (as determined by the City of Sunrise), for any and all claims of liability and all suits, actions, or claims that may be incurred by the City of Sunrise, in consequence of actions or inactions relating to this bid. By execution of this bid, the Contractor agrees to comply with the foregoing provisions of indemnity and also with the collateral obligation of insuring this indemnity, as set forth below.

2. **INSURANCE REQUIREMENTS:**

Contractor 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 Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

Commercial General Liability Contractor 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 Contractor 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 Contractor does not own automobiles, Contractor 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 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured Contractor agrees to endorse City as an Additional Insured with a **CG 2026 Additional Insured – Designated Person or Organization endorsement** or **CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization** or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Sunrise."

Waiver of Subrogation Contractor 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 Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor 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 Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Contractor 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 Department
 10770 West Oakland Park Blvd
 Sunrise, FL 33351

Umbrella or Excess Liability. Contractor 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. Contractor 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.

3. **PATENTS AND ROYALTIES:**

The Contractor, 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 Contractor 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. **INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:**

The initial contract period shall be for the period of two (2) years from date of award by City Commission. The City reserves the right to renew the contract for two (2) additional one (1)

year periods under the same terms, conditions and specifications contingent upon Budget/Commission approval.

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 contractor 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 contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

6. **CONTRACTS OVERLAPPING FISCAL YEARS:**

The agencies fiscal year varies. When a contract's terms extends beyond the fiscal year in which the contract commences, the Agency 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.

7. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:**

Purchaser is a bona fide governmental entity of the State of Florida with Purchaser's fiscal year ending on September 30 of each calendar year. If Purchaser does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of the Purchaser'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 Purchaser's obligation under this Agreement were last appropriated by Purchaser and Purchaser shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

8. **TERMINATION FOR CAUSE:**

If the Contractor shall fail to provide the goods or services under this agreement in a timely and proper manner, the City will advise the Contractor of their non-performance and afford the Contractor five (5) days to cure any deficiencies.

If the Contractor fails to cure the deficiencies within the above time frame, the City may terminate the right of the Contractor to continue under agreement and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any goods accepted by the City or any services performed by the Contractor under this agreement shall at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any goods accepted or work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City of damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages can be determined. The Contractor shall not be held liable for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating this agreement because of such delay.

9. TERMINATION FOR CONVENIENCE:

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

10. DEFAULT:

In the event of default on a contract, the City may immediately terminate said Contract.

11. TERMS RELATING TO PRICE QUOTATION

Unless otherwise noted by the City, all prices quoted 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 contractor'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 No. 9 of these Terms and Conditions.

In the event of a manufacturer's price increase during the contract period, the Contractor 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.

12. COST ADJUSTMENTS

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, whichever is less, 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. 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 Contractor, 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 Contractor.

13. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES:

The Contractor 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, except with the prior written approval of the City.

14. PAYMENT/BILLING INSTRUCTIONS:

Payment will be made by the Agency after the items awarded to a Contractor have been delivered, received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Invoices, unless otherwise indicated, must show Purchase Order Number and shall be submitted in duplicate to the agency bill to address indicated on the Purchase Order. Payment will be made within 30 days after delivery, authorized inspection and acceptance.

15. 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 Contractor list following a conviction for a public entity crime may not submit a 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 contractor, supplier, subcontractor, 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 Contractor list." The submission of a bid shall constitute an affirmative representation of the Contractor to the City that the Contractor is aware of the Statute and in full compliance thereof.

16. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:

Contractor certifies that all material, equipment, etc. contained in his bid meets all O.S.H.A. requirements. Contractor further certifies that if he is the successful Contractor, 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 the Contractor.

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information: 1. The chemical name and the common name of the toxic substance. 2. The hazards or other risks in the use of the toxic substances, including: (a) The potential for fire, explosion, corrosivity and reactivity; (b) 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 (c) The primary routes of entry and symptoms of overexposure. (3) 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. (4) The emergency procedure for spills, fire, disposal and first aid. (5) A description in lay terms of the known specific potential health risks posed by the toxic

BID TITLE: SWIMMING POOL CHEMICALS

BID NUMBER: 10(03)10-01-01-27-H

substances intended to alert any person reading this information. (6) 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.

SECTION 6

COMPANY NAME: (Please Print): _____		
Phone : _____		Fax: _____

-- NOTICE --

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- _____ 1. Carefully read the SPECIFICATIONS and then properly fill out the BID SHEET (Schedule "A").
- _____ 2. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
- _____ 3. Sign the CERTIFICATION PAGE (Schedule "C").
- _____ 4. Sign the CONTRACTOR DRUG FREE STATEMENT (Schedule "D").
- _____ 5. Fill out the CONTRACTORS QUALIFICATION STATEMENT (Schedule "E").
- _____ 6. CHECK THE INSURANCE and LICENSE requirements to be sure that you will comply, and submit evidence of insurance and copies of licenses, if required, with your bid (Schedule "F").
- _____ 7. Clearly mark the BID NUMBER AND BID NAME on the outside of the envelope, if not using the enclosed envelope.
- _____ 8. Submit ONE (COLORED) ORIGINAL AND TWO (2) PHOTOCOPIES of your bid.
- _____ 9. 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 COLORED PAGES ARE TO BE RETURNED WITH YOUR BID.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

**SCHEDULE "A"
CITY OF SUNRISE
BID SHEET**

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.	481	Soda Ash, 50 LB Bag	_____	\$_____/bag	\$_____
2.	445	Diatomaceous Earth 50 LB Bag	_____	\$_____/bag	\$_____
3.	1013	Sodium Bicarbonate 50 LB Bag	_____	\$_____/bag	\$_____
4.	75	Cyanuric Acid 100 LB Drum	_____	\$_____/drum	\$_____
5.	12	Cyanuric Acid 50 LB Drum	_____	\$_____/drum	\$_____
6.	24	Muriatic Acid 55 Gallon Drum	_____	\$_____/drum	\$_____
7.	100	Muriatic Acid 15 Gallon Drum	_____	\$_____/drum	\$_____
8.	4719	Muriatic Acid 1 Gallon Container	_____	\$_____/gallon	\$_____
9.	67	Sodium Hydroxide Solution (Caustic) Commercial Grade 50% Strength 15 Gallon Drum	_____	\$_____/drum	\$_____
10.	971	Calcium Chloride 50 LB Bag	_____	\$_____/bag	\$_____
11.	3	Sodium Sulfite 50 LB Bag	_____	\$_____/bag	\$_____

Company Name: _____

Authorized Signature: _____

Item No.	Est. Qty.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
12.	166,000	Sodium Hypochlorite-Batch (Liquid Chlorine) 500 gallons minimum quantity delivered at any one time	_____	\$_____/gallon	\$_____
13.	155,425	Sodium Hypochlorite-Batch (Liquid Chlorine) (No minimum quantity)	_____	\$_____/gallon	\$_____
14.	25,000	Sodium Hypochlorite-Continuous (Liquid Chlorine) 500 gallons minimum quantity delivered at any one time	_____	\$_____/gallon	\$_____
15.	74,000	Sodium Hypochlorite-Continuous (Liquid Chlorine) (No minimum quantity)	_____	\$_____/gallon	\$_____
16.	60	Chlorine Dry Tablet (3" Tablet) 40 LB Pail	_____	\$_____/pail	\$_____
17.	60	Pure Fiber 90 25 LB Bag	_____	\$_____/bag	\$_____
18.	4	Sodium Dichloride 25 LB Bag	_____	\$_____/bag	\$_____
19.	49	Sodium Trichloride 25 LB Bag	_____	\$_____/bag	\$_____
20.	117	Calcium Hypochlorite 100 LB drums	_____	\$_____/drum	\$_____
21.	110	Calcium Hypochlorite 25 LB Pail	_____	\$_____/pail	\$_____
22.	2,354	Chlorine Briquettes 50 LB pail	_____	\$_____/pail	\$_____
23.	100	Potassium Peroxymonosulfate 50 LB pail	_____	\$_____/pail	\$_____
24.	7	IS-3 Plus 5 LB pail	_____	\$_____/pail	\$_____

Company Name: _____

Authorized Signature: _____

TOTAL BID OFFER (Items 1-24): \$ _____

(Written Dollar Amount)

CONTINGENCY PRICING

RUSH Fee for Expedited Delivery within 48 Hours of notice.	\$ _____/delivery
--	-------------------

All Vendors MUST indicate the percentage (%) off the balance of line. _____%

Vendor to indicate, any drum deposit charges, if applicable:

Item No. _____	\$ _____	Item No. _____	\$ _____
Item No. _____	\$ _____	Item No. _____	\$ _____
Item No. _____	\$ _____	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 vendor 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: Contractor 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 _____
 ADDENDUM NO: _____/DATE _____ ADDENDUM NO: _____/DATE _____

Company Name: _____ Authorized Signature: _____

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

This affidavit is to be filled in, executed and notarized by the Contractor. 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 Contractor 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 any bid or proposal 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: _____

Contractor's 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:

_____ Did take an oath, or _____ Did not take an oath

**SCHEDULE "C"
CITY OF SUNRISE
CERTIFICATION**

The following certifies that this Invitation For 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 below that this Submittal is current, accurate, complete and is presented to the City for the performance of this contract in accordance with all the requirements as stated in this Request for Submittal, and that the person signing this Certification is authorized to bind the firm by their signature.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

FEDERAL TAX I.D. NO: _____

SIGNATURE: _____

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.

Please affix corporate seal or have this Certification notarized below.

Notary-Full Name

Notary Expiration & Seal

Date: _____

OR:
(Corporate seal)

**SCHEDULE "D"
CITY OF SUNRISE
CONTRACTOR DRUG-FREE STATEMENT**

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

IDENTICAL TIE BIDS - Preference may 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 Contractors 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 form complies fully with the above requirements.

CONTRACTOR'S SIGNATURE

COMPANY'S NAME

SCHEDULE "E"

(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: _____

Agency/Firm Name: _____ Agency/Firm Name: _____
Address: _____ Address: _____

City/State/Zip Code: _____ City/State/Zip Code: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Contact: _____ Contact: _____

Agency/Firm Name: _____ Agency/Firm Name: _____
Address: _____ Address: _____

City/State/Zip Code: _____ City/State/Zip Code: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Contact: _____ Contact: _____

Agency/Firm Name: _____ Agency/Firm Name: _____
Address: _____ Address: _____

City/State/Zip Code: _____ City/State/Zip Code: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Contact: _____ Contact: _____

YOUR COMPANY NAME _____
ADDRESS _____

PHONE: _____ FAX: _____

BID TITLE: SWIMMING POOL CHEMICALS

BID NUMBER: 10(03)10-01-01-27-H

**SCHEDULE "F"
CITY OF SUNRISE**

PROOF OF INSURANCE & REQUIRED LICENSES

ATTENTION CONTRACTOR:

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

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

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 Contractors 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:

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EXHIBIT "P"
SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING
COOPERATIVE

PARTICIPATING AGENCIES:

CITY OF FORT LAUDERDALE 100 N Andrews Avenue	Delivery Locations:	501 Seabreeze Boulevard 1450 W. Sunrise Boulevard 2750 NW 19 th Street Possible other locations
TOWN OF DAVIE 6591 Orange Drive	Delivery Locations:	4200 SW 61 Avenue 3800 SW 92 Avenue
CITY OF BOCA RATON 201 W Palmetto Park Road	Delivery Locations:	21618 St. Andrews Boulevard 1300 NW 8 Street
COOPER CITY P.O. Box 290910	Delivery Location:	11600 Stonebridge Place
VILLAGE OF WELLINGTON 14000 Greenbriar Boulevard	Delivery Location:	12165 Forest Hill Boulevard
CITY OF POMPANO BEACH 100 W Atlantic Boulevard	Delivery Locations:	1801 NE 6 Street 901 NW 10 Street
CITY OF MIAMI GARDENS 1515 NW 167 Street	Delivery Locations:	18800 NW 28 Place 15727 NW 22 Avenue 3030 NW 179 Street 19401 NW 14 Avenue
CITY OF DEERFIELD BEACH 210 Goolsby Boulevard	Delivery Location:	501 S.E. 6 th Avenue
BROWARD COUNTY 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
CITY OF PEMBROKE PINES 10100 Pines Boulevard	Delivery Locations:	1361 NW 129 Avenue 501 SW 172 Avenue 10500 Taft Street 901 NW 208 Avenue 17801 SW 2 Street 901 NW 155 Avenue 20460 SW 1 Street
CITY OF DANIA BEACH 100 W. Dania Beach Boulevard	Delivery Locations:	2901 SW 52 Street 800 NW 2 Street
CITY OF CORAL SPRINGS 9551 W. Sample Road	Delivery Locations:	12441 Royal Palm Boulevard 10100 NW 29 Street 1300 Coral Springs Drive

BID TITLE: SWIMMING POOL CHEMICALS

BID NUMBER: 10(03)10-01-01-27-H

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.

CITY OF LAUDERDALE LAKES
4300 NW 36th St

Delivery Location:

3077 NW 39 Street

CITY OF HALLANDALE BEACH
410 SE 3 Street

Delivery Location:

202 SE 5 Street

CITY OF MARGATE
5790 Margate Boulevard

Delivery Location:

6200 Royal Palm Blvd

CITY OF N. MIAMI
810 NE 125 Street

Delivery Location:

1100 NW 125 Street

EXHIBIT 'T' ANNUAL ESTIMATED USAGE PER AGENCY

Item No.	Description	Package Size	City of Ft. Land	Town of Davie	City of Boca Raton	Cooper City	Village of Wellington	Pompano Beach	Miami Gardens	Deerfield Beach	Broward County	Pembroke Pines	Dania Beach	Coral Springs	City of Sunrise	Lauderdale Lakes	Hallandale Beach	Margate	North Miami
1.	Soda Ash	50 LB Bag	450 bags			1 bag							10 bags		10 bags				
2.	Diatomaceous Earth	50 LB Bag	270 bags			30 bags						80 bags		36 bags	29 bags				
3.	Sodium Bicarbonate	50 LB Bag	550 bags	6 bags		8 bags	8 bags	24 bags	25 bags	150 bags	25 bags	36 bags	16 bags	55 bags	30 bags	60 bags	20 bags		
4.	Cyanuric Acid	100 LB Drum	50 drums							5 drums		12 drums	4 drums		4 drums				
5.	Cyanuric Acid	50 LB Drum		6 drums		1 drum											5 drums		
6.	Muriatic Acid	55 gallon Drum												24 drums					
7.	Muriatic Acid	15 gallon Drum								100 drums									
8.	Muriatic Acid	1 gallon container	1152 gallons	200 gallons	230 gallons	20 gallons	600 gallons		20 gallons		135 gallons	250 gallons	300 gallons		500 gallons	912 gallons	300 gallons		100 gallons
9.	Sodium Hydroxide Solution (Causitic) Commercial Grade 50% Strength	15 gallon Drum	67 drums																
10.	Calcium Chloride	50 LB Bag	255 bags	120 bags	85 bags	12 bags			50 bags	75 bags	40 bags	96 bags	30 bags	48 bags	120 bags		40 bags		30 bags
11.	Sodium Sulfite	50 LB Bag													3 bags				

Item No.	Description	Package Size	City of FL Land Annual Usage	Town of Davie Annual Usage	City of Boca Raton Annual Usage	Cooper City Annual Usage	Village of Wellington Annual Usage	Pompano Beach Annual Usage	Miami Gardens Annual Usage	Deerfield Beach Annual Usage	Broward County Annual Usage	Pembroke Pines Annual Usage	Dania Beach Annual Usage	Coral Springs Annual Usage	City of Sunrise Annual Usage	Lauderdale Lakes Annual Usage	Hallandale Beach Annual Usage	Margate Annual Usage	North Miami Annual Usage
12/13.	Sodium Hypochlorite -Bach (Liquid Chlorine)	Bulk/per gallon	55,000 gallons	48,000 gallons	22,000 gallons	10,200 gallons	500 gallons		35,000 gallons	20,000 gallons	99,000 gallons	75,000 gallons	150 gallons.		35,000 gallons		5,000 gallons		15,575 gallons
14/15.	Sodium Hypochlorite -Continuous (Liquid Chlorine)	Bulk/per gallon																	
16.	Chlorine-Dry Tablets (3")	40 LB Pail	5 pails								5 pails	30 pails			20 pails				
17.	Pure Fiber 90	25 LB Bag		12 bags	38 bags										10 bags				
18.	Sodium Dichloride	25 LB Bag													4 bags				
19.	Sodium Tri-Chloride	25 LB Bag	20 bags										10 bags		4 bags		15 bags		
20.	Calcium Hypochlorite	100 LB Drum	65 drums					4 drums	35 drums			12 drums							
21.	Calcium Hypochlorite	25 LB Pail		10 pails	38 pails							56 pails				6 pails			
22.	Chlorine Briquettes	50 LB Pail	70 pails		180 pails		400 pails	784 pails	100 pails	300 pails			120 pails						
23.	Potassium Peroxymanosulfate	50 LB Pail						100 pails											
24.	IS-3 Plus	5 gallon Pail									7 pails								

