



**Southeast Florida Governmental Purchasing  
Cooperative Group**

**CONTRACT AWARD**

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to [rwhitcomb@greenacresfl.gov](mailto:rwhitcomb@greenacresfl.gov) for placement on the NIGP SEFL website Cooperative contract page.

**PAGE 1 OF 2**

BID/RFP No. Bid 23-05-12-HR

Description/Title: Swimming Pool Chemicals

Initial Contract Term: Start Date: 03/26/23 End Date: 03/25/24

Renewal Terms of the Contract: 2 Renewal Options for 1 year  
(No. of Renewals) (Period of Time)

Renewal No. \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewal No. \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewal No. \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewal No. \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**SECTION #1**

**VENDOR AWARD**

Vendor Name: BRENNTAG MID-SOUTH, INC.

Vendor Address: 250 CENTRAL FLORIDA PARKWAY ORLANDO FL 32824

Contact: RAY SIBBITT

Phone: 270-860-3145 Fax: \_\_\_\_\_

Cell/Pager: \_\_\_\_\_ Email Address: RSIBBITT@BRENNTAG.COM

Website: WWW.BRENNTAGMIDSOUTH.COM FEIN: 61-0504545

**VENDOR AWARD**

Vendor Name: FLORIDA POOL FILLS, INC.

Vendor Address: 1025 GATEWAY BLVD. #303-336 BOYNTON BEACH FL 33426

Contact: JOANNE CIONE

Phone: 561-802-7600 Fax: \_\_\_\_\_

Cell/Pager: \_\_\_\_\_ Email Address: JOANNE@FLORIDAPOOLFILLS.COM

Website: WWW.FLORIDAPOOLFILLS.COM FEIN: 85-2743207

**VENDOR AWARD**

Vendor Name: COMMERCIAL ENERGY SPECIALISTS, LLC

Vendor Address: 952 JUPITER PARK LANE, SUITE 1, JUPITER FL 33458

Contact: REMY BAKER

Phone: 561-744-1557 Fax: 561-746-5898

Cell/Pager: \_\_\_\_\_ Email Address: RBAKER@CESWATERQUALITY.COM

Website: WWW.CESWATERQUALITY.COM FEIN: 59-2550057

**VENDOR AWARD**

Vendor Name: ALLIED UNIVERSAL CORP.

Vendor Address: 3901 NW 115 AVENUE MIAMI FL 33178

Contact: CRISTHIANNE MUNGUIA EXT. 0125

Phone: 305-888-2623 Fax: 786-522-0215

Cell/Pager: \_\_\_\_\_ Email Address: BIDS@ALLIEDUNIVERSAL.COM

Website: WWW.ALLIEDUNIVERSAL.COM FEIN: 59-0776285

**SECTION #2****AWARD/BACKGROUND INFORMATION**

Award Date: 3/14/23 Resolution/Agenda Item No.: 23-38

Insurance Required: Yes X No \_\_\_\_\_

Performance Bond Required: Yes \_\_\_\_\_ No X

**SECTION #3****LEAD AGENCY**

Agency Name: CITY OF SUNRISE

Agency Address: 10770 W OAKLAND PARK BLVD SUNRISE FL 33351

Agency Contact: HOLLY RAPHAELSON Email: HRAPHAELSON@SUNRISEFL.GOV

Telephone: 954-572-2202 Fax: 954-578-4809

CITY CLERK  
CITY OF SUNRISE  
2023 MAR 15 PM 4:34

SUNRISE, FLORIDA

RESOLUTION NO. 23-38

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 23-05-12-HR FOR SWIMMING POOL CHEMICALS TO VARIOUS VENDORS (MULTI-AWARD); AND PROVIDING AN EFFECTIVE DATE.**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The award of Bid No 23-05-12-HR for Swimming Pool Chemicals to the following vendors is hereby approved in an amount not to exceed the FY 2022-2023 approved budgeted funds, with subsequent years' expenditures subject to budget approval:

1. Brenntag Mid-South, Inc.-Items 1, 4, 6, 8, 13, 17;
2. Florida Pool Fills, Inc.-Items 2, 3, 5, 7, 9b, 10b, 11, 12, 14, 18, 19;
3. Allied Universal Corp.-Items 9a, 10a;
4. Commercial Energy Specialists, LLC-Item 15, 16.

Section 2. The Procurement Manager is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to extend or renew the award, in accordance with the terms of the bid.

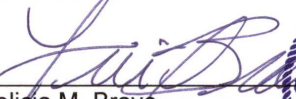
Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 14TH DAY of MARCH, 2023.



\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

  
Felicia M. Brave  
City Clerk



MOTION: KERCH  
SECOND: SCUOTTO

DOUGLAS: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency

  
Kimberly A. Kisslan

**BID 23-05-12-HR Swimming Pool Chemicals**

ITEM NO.	Est. Qty	DESCRIPTION	Allied Universal Corp.		Brenntag Mid-South, Inc.		Commercial Energy Specialists, LLC		Florida Pool Fills, Inc.		Hawkins, Inc.	
			UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE	UNIT COST	EXTENDED PRICE
1	29	Soda Ash, Granular, Dosage: 1 lb per 10,000 gallons (if pH is below 7.2) 50 LB bag	\$0.00	\$0.00	\$21.00	\$609.00	\$40.24	\$1,166.96	\$50.00	\$1,450.00	\$43.00	\$1,247.00
2	160	Diatomaceous Earth Pool grade 50 LB bag	\$0.00	\$0.00	\$44.71	\$7,153.60	\$54.00	\$8,640.00	\$32.00	\$5,120.00	\$55.00	\$8,800.00
3	1,655	Sodium Bicarbonate Food Grade, NaHCO3 99% 50 LB bag	\$0.00	\$0.00	\$33.82	\$55,972.10	\$0.00	\$0.00	\$32.00	\$52,960.00	\$45.00	\$74,475.00
4	57	Cyanuric Acid 100 LB drum	\$0.00	\$0.00	\$146.00	\$8,322.00	\$0.00	\$0.00	\$195.00	\$11,115.00	\$395.00	\$22,515.00
5	11	Cyanuric Acid 50 LB drum	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110.00	\$1,210.00	\$0.00	\$0.00
6	38	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01 55 Gallon drum	\$0.00	\$0.00	\$171.67	\$6,523.46	\$0.00	\$0.00	\$0.00	\$0.00	\$495.00	\$18,810.00
7	8,690	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01 1 Gallon container	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.50	\$56,485.00	\$9.22	\$80,121.80
8	1,375	Calcium Chloride, 77% Flake 50 LB bag	\$0.00	\$0.00	\$19.10	\$26,262.50	\$31.04	\$42,680.00	\$30.00	\$41,250.00	\$36.25	\$49,843.75
9a	23,200	Sodium Hypochlorite-Batch (Liquid Chlorine) 500 gallons minimum quantity delivered at one time	\$1.49	\$34,568.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.74	\$40,368.00	\$2.50	\$58,000.00
9b	107,800	Sodium Hypochlorite-Batch (Liquid Chlorine) (No minimum quantity)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.74	\$187,572.00	\$2.50	\$269,500.00
10a	253,000	Sodium Hypochlorite-Continuous (Liquid Chlorine) 500 gallons minimum quantity delivered at one time	\$1.49	\$376,970.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.74	\$440,220.00	\$2.50	\$632,500.00
10b	66,000	Sodium Hypochlorite-Continuous (Liquid Chlorine) (No minimum quantity)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.74	\$114,840.00	\$2.50	\$165,000.00
11	65	Chlorine Dry Tablet (3" Tablet) 50 LB pail	\$0.00	\$0.00	\$0.00	\$0.00	\$315.47	\$20,505.55	\$215.00	\$13,975.00	\$300.00	\$19,500.00
12	24	Sodium Trichloride 50 LB bag	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$245.00	\$5,880.00	\$0.00	\$0.00
13	44	Calcium Hypochlorite 100 LB drums	\$0.00	\$0.00	\$217.33	\$9,562.52	\$0.00	\$0.00	\$276.00	\$12,144.00	\$420.00	\$18,480.00
14	76	Calcium Hypochlorite 25 LB pail	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92.00	\$6,992.00	\$165.00	\$12,540.00
15	3,356	Chlorine Briquettes, Pulsar Brand only, no substitutes 50 LB pail	\$0.00	\$0.00	\$0.00	\$0.00	\$153.44	\$514,944.64	\$175.00	\$587,300.00	\$0.00	\$0.00
16	120	Potassium Peroxymonosulfate 50 LB pail	\$0.00	\$0.00	\$0.00	\$0.00	\$296.72	\$35,606.40	\$0.00	\$0.00	\$0.00	\$0.00
17	2,060	Course Rock Salt, Morton White Crystal Solar Salt, or equal 50 LB pail	\$0.00	\$0.00	\$11.57	\$23,834.20	\$0.00	\$0.00	\$15.00	\$30,900.00	\$0.00	\$0.00
18	88	Tile Cleaner 1 Quart Container	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.50	\$1,364.00	\$0.00	\$0.00
19	50	All Clear Mustard Knock-out, or equal 2 LB Container	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$1,000.00	\$0.00	\$0.00



## SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

### TO OUR PROSPECTIVE CONTRACTORS:

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

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group 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 Group 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 Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this 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 Group 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**

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### **Bid Data**

Bid Number: BID 23-05-12-HR  
Service or Commodity Title: Swimming Pool Chemicals  
Purchasing Agent: Holly Raphaelson, C.P.M., CPPO, CPSM, NIGP-  
CPP, Contracts Administrator  
Phone: (954) 572-2202  
Fax: (954) 578-4809  
Email: [hraphaelson@sunrisefl.gov](mailto:hraphaelson@sunrisefl.gov)

### **Bid Opening**

Day/Date: Wednesday, February 8, 2023  
Time: 2:00 p.m.  
Physical Location: City Hall  
City Commission Chambers  
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, RLIs 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:**

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105. The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to [hr@sunrisefl.gov](mailto:hr@sunrisefl.gov) or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.



**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, Granular, Dosage: 1 lb per 10,000 gallons (if pH is below 7.2)	50 LB Bag
Diatomaceous Earth, Pool grade	50 LB Bag
Sodium Bicarbonate	
Food Grade, NaHCO <sub>3</sub> 99%	50 LB Bag
Cyanuric Acid	100 LB Drum and 50 LB Drum
Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01-0	55 Gallon Drum, 1 Gallon Container
Calcium Chloride, 77% Flake	50 LB Bag
Sodium Hypochlorite	Per Gallon
Sodium Hypochlorite	Bulk – 500 Gallons minimum
Chlorine Dry Tablets (3")	50 LB Pail
Sodium Trichloride	50 LB Bag
Calcium Hypochlorite	100 LB Drum and 25 LB Pail
Chlorine Briquettes,	
Pulsar Brand, no substitutes	50 LB Pail
Potassium Peroxymonosulfate	50 LB Pail
Course Rock Salt, Morton White	
Crystal Solar Salt, or equal	50 LB Pail
Tile Cleaner	1 Quart Container
All Clear, Mustard	
Knock-Out, or equal	2 LB Container

**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:	Provide Batch Process pricing for Items 9a and 9b. Continuous Process by Dow, Powell Fabrication or equivalent for Items 10a and 10b. 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 20 through 22**, of this bid.

Bidders shall provide 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 and delivery locations. 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 Request 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 Sunrise 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**

Contractor's solicitation response must be submitted electronically through Demandstar, the City's designated electronic bidding system. It is solely the Contractors' responsibility to assure its response is submitted and received in Demandstar by the date and time specified in the solicitation. The City will not consider responses received by any other means. The official time for electronic submittals is the Demandstar server. All parties will, without reservation accept the official time. Any bid may be rejected for noncompliance to requirements after a full review by the Purchasing Office. 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 Manager/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

#### **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 for 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

Delivery shall be made 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 ordering 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 they 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 or number of hours 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 COMPLIANCE WITH LAWS

The Bidder and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Lack of knowledge on the part of the Bidder shall in no way relieve them from responsibility. The Bidder shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Contract. Bidder agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and

regulations. The Bidder's obligations under this section shall survive termination, cancellation or expiration of this Contract.

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 of a tie bid, award will be made to all responsive and responsible Bidders.

In accordance with City of Sunrise Code Section 5-171, a *qualified bidder*, *responsible bidder*, *qualified offeror*, or *responsible offeror* means a person, firm or entity which is fully capable of meeting all requirements of the solicitation and subsequent contract. The qualified bidder, responsible bidder, qualified offeror, or responsible offeror must possess the full capability in all respects to perform fully the contract requirements, including but not limited to the financial resources, technical ability, business judgment, experience, qualifications, facilities, equipment, integrity,

capacity and reliability, and must have the integrity and reliability which will assure good faith performance as determined by the city.

In accordance with City of Sunrise Code Section 5-171, a *responsive bid* or *responsive proposal* means a bid or proposal submitted by a responsive, and responsible or qualified, bidder or offeror which conforms in all material respects to the invitation to bid or request for proposals.

In accordance with City of Sunrise Code Section 5-171, a *responsive bidder* or *responsive offeror* means a person, firm or entity who has submitted a bid or proposal which conforms in all material respects to the invitation to bid or request for proposals.

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 Section 2-1 of the Code of Ordinances of the City of Sunrise, Florida, known as the Cone of Silence. After a Bid is opened, a person as defined in Section 2-1 may not seek information or clarification or in any way contact any official or employee of the City concerning this Bid with the exception of the City Attorney, the Procurement Manager or the contact person specifically designated in this Bid. A copy of any written communication shall be filed with the Purchasing Office 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 Contractor to debarment in accordance with Section 2-1. Nothing in Section 2-1 prevents a Contractor or Contractor's representative from taking part in a public meeting concerning the Bid.



## **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 attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of Services under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are 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, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Contract.

### **4.2 INSURANCE REQUIREMENTS**

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this 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 the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor 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 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 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.

Pollution Legal and Remediation Liability. Contractor agrees to maintain Third-Party Pollution Legal and Remediation Liability at a limit of liability not less than \$1,000,000 Each

Occurrence \$2,000,000 Annual Aggregate. The Contractor agrees the policy shall include a minimum three (3) year discovery (tail) reporting period, and a retroactive date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. In the event the policy is cancelled, non-renewed, switched to an occurrence form, retroactive date advanced, or any other event triggering the right to purchase a supplemental extended reporting period (SERP) during the life of this Contractor, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis. The Third-Party Pollution Legal and Remediation Liability shall be endorsed to include City as an Additional Insured.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

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 a 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 of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:  
City of Sunrise  
**Attn: Procurement Manager**  
Purchasing Office  
10770 West Oakland Park Blvd.  
Sunrise, Florida 33351  
[purchasing@sunrisefl.gov](mailto:purchasing@sunrisefl.gov)  
Fax (954) 752-2278

Copy to:  
City of Sunrise  
**Attn: Risk Manager Office**  
Risk Management Division  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351  
[riskmanagement@sunrisefl.gov](mailto:riskmanagement@sunrisefl.gov)

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 to its poor financial condition or failure to operate 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 one (1) year starting on March 26, 2023 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 one 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

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

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 PUBLIC ENTITY CRIMES

Please be informed that pursuant to Section 287.133(2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity" in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor 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.



**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 SAFETY DATA SHEETS (SDS)**

In compliance with federal standards and regulations listed under OSHA 29 CFR 1910.1200 Hazard Communication Standard with adopted Globally Harmonized System of Classification and Labeling of Chemicals when applicable, any item delivered from a Contract resulting from this bid must be accompanied by a Safety Data Sheet (SDS), if applicable. The SDS must contain the following information: 1. Product identifier used on the label and any other common names or synonyms by which the substance is known. 2. Hazard Identification and the appropriate warning information associated with those hazards. 3. Composition/Information on Ingredients in the product. 4. First-Aid Measures for initial care to individuals who have been exposed to the chemical. 5. Fire-Fighting Measures for fighting a fire caused by the chemical. 6. Accidental Release Measures with recommendations on appropriate spill, leak, or release response. 7. Handling and Storage for safe practice and conditions. 8. Exposure Controls/Personal Protection indicating exposure limits, engineering controls, and personal protective measures that can be used to minimize worker exposure. 9. Physical and Chemical Properties of the substance or mixture. 10. Stability and Reactivity information of the chemical. 11. Toxicological Information identifying health effects and toxicology of the chemical.

**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 GOVERNING LAW AND VENUE

The Contract shall be governed by the laws of the State of Florida. Except as set forth in the indemnification section of the Contract should the Parties be involved in legal action arising under, or connected to this Contract, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

4.19 DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

4.20 SCRUTINIZED COMPANY

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

4.21 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 Contract 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 Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the City; and (d) upon completion of the Contract, 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 Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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 Contract. 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).**

**4.22 NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

**4.23 ELECTRONIC RECORD KEEPING**

Bidder certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

**4.24 COMPLIANCE WITH LAWS**

Bidder and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

**4.25 E-VERIFY – EMPLOYMENT ELIGIBILITY**



- 4.25.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- 4.25.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.
- 4.25.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.
- 4.25.4 If City terminates this Contract pursuant to the subsection 4.25.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.
- 4.26 FOREIGN GIFTS AND CONTRACTS  
Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.
- 4.27 OUT OF STATE VENDORS  
The City prefers that before award of any Contract or Purchase Order any vendor not incorporated in the State of Florida obtain a Certificate of Authority from the Florida Division of State. A link has been provided for convenience <https://dos.myflorida.com/sunbiz/>

**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. Submit Electronically via Demandstar.com.
- \_\_\_\_\_ 10. 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**

Item No.	Est. Qty.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
1.	29	Soda Ash, Granular, Dosage: 1 lb per 10,000 gallons (if pH is below 7.2) 50 LB bag		\$_____/bag	\$_____
2.	160	Diatomaceous Earth Pool grade 50 LB bag		\$_____/bag	\$_____
3.	1,655	Sodium Bicarbonate Food Grade, NaHCO <sub>3</sub> 99% 50 LB bag		\$_____/bag	\$_____
4.	57	Cyanuric Acid 100 LB drum		\$_____/drum	\$_____
5.	11	Cyanuric Acid 50 LB drum		\$_____/drum	\$_____
6.	38	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01-55 Gallon drum		\$_____/drum	\$_____
7.	8,690	Muriatic Acid Food Codex Grade, Hydrochloric Acid 31.45%, CAS 7647-01-1 1 Gallon container		\$_____/gallon	\$_____
8.	1,375	Calcium Chloride 77% Flake 50 LB bag		\$_____/bag	\$_____
9a.	23,200	Sodium Hypochlorite- <b><u>Batch</u></b> (Liquid Chlorine) 500 gallons minimum quantity delivered at one time		\$_____/gallon	\$_____
9b.	107,800	Sodium Hypochlorite- <b><u>Batch</u></b> (Liquid Chlorine) (No minimum quantity)		\$_____/gallon	\$_____
10a.	253,000	Sodium Hypochlorite- <b><u>Continuous</u></b> (Liquid Chlorine) 500 gallons minimum quantity delivered at one time		\$_____/gallon	\$_____

---

 Vendor Name

---

 Name of Authorized Person

Item No.	Est. Qty.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
10b.	66,000	Sodium Hypochlorite- <b>Continuous</b> (Liquid Chlorine) (No minimum quantity)		\$_____/gallon	\$_____
11.	65	Chlorine Dry Tablet (3" Tablet) 50 LB pail		\$_____/pail	\$_____
12.	24	Sodium Trichloride 50 LB bag		\$_____/bag	\$_____
13.	44	Calcium Hypochlorite 100 LB drums		\$_____/drum	\$_____
14.	76	Calcium Hypochlorite 25 LB pail		\$_____/pail	\$_____
15.	3,356	Chlorine Briquettes, Pulsar Brand only, no substitutes 50 LB pail		\$_____/pail	\$_____
16.	120	Potassium Peroxymonosulfate 50 LB pail		\$_____/pail	\$_____
17.	2,060	Course Rock Salt, Morton White Crystal Solar Salt, or equal 50 LB pail		\$_____/pail	\$_____
18.	88	Tile Cleaner 1 Quart Container		\$_____/container	\$_____
19.	50	All Clear Mustard Knock-out, or equal 2 LB Container		\$_____/container	\$_____

TOTAL BID OFFER (Items 1-19): \$\_\_\_\_\_

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

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Name of Authorized Person

**CONTINGENCY PRICING**

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

**Vendors to indicate the percentage (%) off the balance of line.** \_\_\_\_\_%

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

BID TITLE: Swimming Pool Chemicals

BID NUMBER: 23-05-12-HR

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 #: \_\_\_\_/Date \_\_\_\_\_ Addendum #: \_\_\_\_/Date \_\_\_\_\_

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. \_\_\_\_\_

#### **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 "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.
4. Under penalty of perjury, I certify that the information presented in this Affidavit is true and accurate. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in disqualification from submitting bids, and/or referral to criminal law enforcement. The information provided is subject to verification by the City of Sunrise.
5. I understand that Florida Statutes Chapter 817 provides that willful false statements or misrepresentation is a misdemeanor of the first degree punishable by fines or imprisonment provided under Florida Statutes §775.082 or 775.83. I further understand that any willful misstatement of information will be grounds for disqualification. I certify, under oath, that the information provided is true and correct.

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

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

Bidder's Authorized Signature: \_\_\_\_\_

STATE OF FLORIDA  
 COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ (Company).

\_\_\_\_\_  
 Signature of Notary Public – State of Florida

(SEAL)

\_\_\_\_\_  
 Print, type or stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification 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

---

VENDOR'S SIGNATURE

---

COMPANY'S NAME

**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? \_\_\_\_\_ Yes

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)

**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: _____
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)

---

---

---

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? \_\_\_\_\_

---

---

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

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

---

---

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

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:  
\_\_\_\_\_ YES \_\_\_\_\_ NO

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

SIGNATURE AND TITLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

**SCHEDULE "F"**  
**CITY OF SUNRISE**

**PROOF OF INSURANCE, REQUIRED LICENSES AND CERTIFICATIONS**

ATTENTION BIDDER:

ATTACH TO SCHEDULE "F":

1. PROOF OF INSURANCE AS SPECIFIED HEREIN
2. COPIES OF LICENSES, IF APPLICABLE
3. IRS FORM W-9

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

**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 “I”**

## **SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING**

### **COOPERATIVE LOCATIONS**

**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 BOCA RATON</b> 201 W Palmetto Park Road	Delivery Locations:	21618 St. Andrews Boulevard 1300 NW 8 Street
<b>CITY OF COOPER CITY</b> 9090 SW 50 Place	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>CITY OF DANIA BEACH</b> 100 W Dania Beach Blvd	Delivery Locations:	2901 SW 52nd St 100 NW 8th Ave.
<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:	777 NW 1 <sup>st</sup> Ave
<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>CITY OF MIAMI GARDENS</b> 18605 NW 27th Ave	Delivery Location:	15727 NW 22nd Avenue
<b>CITY OF NORTH LAUDERDALE</b> 701 SW 71st Ave	Delivery Location:	701 SW 71st Ave
<b>CITY OF NORTH MIAMI BEACH</b> 17011 NE 19th Ave	Delivery Location:	386 NE 169th Street 1980 NE 171 Street 15290 NE 15 Court

**CITY OF PEMBROKE PINES**  
10100 Pines Boulevard

Delivery Locations:

10500 Taft Street  
901 NW 208 Avenue  
17801 SW 2 Street  
901 NW 155 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 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 TAMARAC**  
7525 NW 88th Avenue

Delivery Locations:

9300 NW 58th St.  
7508 NW 61st St.

**VILLAGE OF WELLINGTON**  
12300 Forest Hill Blvd

Delivery Location:

12072 Forest Hill Blvd

**CITY OF WEST PALM BEACH**  
401 Clematis Street

Delivery Location:

1501 N Australian Ave  
1045 Charlotte Ave

## EXHIBIT “II” ANNUAL ESTIMATED USAGE PER AGENCY

			Broward County	Boca Raton	Cooper City	Coral Springs	Dania Beach	Davie	Deerfield Beach	Ft. Lauder dale	Hallandale Beach	Lauder dale Lakes	Margate	Miami Gardens	North Lauderd ale	North Miami Beach	Pembroke Pines	Pompan o Beach	Sunrise	Tamarac	Wellington	West Palm Beach
Item No.	Description	Package Size	Annual Usage	Annual Usage	Annual Usage	Annual Usage		Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage	Annual Usage
1.	Soda Ash	50 LB Bag			1 bag						3 bags		15 bags			10 bags						
2.	Diatomaceous Earth	50 LB Bag			50 bags	50 bags											60 bags					
3.	Sodium Bicarbonate	50 LB Bag		8 bags	8 bags	100 bags		120 bags	20 bags	744 bags	15 bags	10 bags	20 bags		39 bags	30 bags	48 bags	24 bags	30 bags	273 bags	16 bags	150 bags
4.	Cyanuric Acid	100 LB Drum		2 drums						36 drums						1 drum	12 drums		4 drums	2 drums		
5.	Cyanuric Acid	50 LB Drum						3 drums					5 drums		2 drums						1 drum	
6.	Muriatic Acid	55 gallon Drum				24 drums															14 drums	
7.	Muriatic Acid	1 gallon container	160 gallons	200 gallons	60 gallons			500 gallons	300 gallons	1272 gallons	200 gallons	130 gallons	500 gallons	288 gallons	400 gallons	200 gallons	360 gallons		500 gallons	2,020 gallons		1,600 gallons
8.	Calcium Chloride	50 LB Bag	50 bags	40 bags	16 bags	100 bags		150 bags	50 bags	348 bags	10 bags			10 bags	45 bags	50 bags	60 bags		120 bags	76 bags		250 bags
9.	Sodium Hypochlorite – Batch (Liquid Chlorine)	Bulk/per gallon		20,000 gallons	10,500 gallons				800 gallons	23,400 gallons				17,000 gallons	5,980 gallons	25,000 gallons			15,000 gallons	1,320 gallons		12,000 gallons
10.	Sodium Hypochlorite – Continuous (Liquid Chlorine)	Bulk/per gallon	275,000 gallons					12,000 gallons									32,000 gallons					
11.	Chlorine-Dry Tablets (3")	50 LB Pail	5 pails		1 pail					6 pails							8 pails		20 pails			25 pails
12.	Sodium Tri-Chloride	50 LB Bag								20 bags									4 bags			
13.	Calcium Hypochlorite	100 LB Drum						10 drums		24 drums								4 drums		4 drums		2 drums
14.	Calcium Hypochlorite	25 LB Pail		30 pails							5 pails	20 pails	10 pails						10 pails			1 pail



			Broward County	Boca Raton	Cooper City	Coral Springs	Dania Beach	Davie	Deerfield Beach	Ft. Lauder dale	Hallandale Beach	Lauder dale Lakes	Margate	Miami Gardens	North Lauderd ale			North Miami Beach	Pembro ke Pines	Tamarac	Wellington	West Palm Beach
15.	Chlorine Briquettes, Pulsar Brand	50 LB Pail	225 pails	150 pails				130 pails	730 pails		50 pails	130 pails	240 pails			1 pail		784 pails	240 pails	300 pails	336 pails	40 pails
16.	Potassium Peroxymonosu lfate	50 LB Pail											10 pails					110 pails				
17.	Course Rock Salt, Morton White Crystal Solar Salt , or equal	50 LB Bag						720 bags			400 bags		400 bags	300 bags			240 bags					
18.	Tile Cleaner	1 Qt container								72 contain ers										16 containers		
19.	All Clear Mustard Knock-out, or equal	2 LB container								50 contain ers												

---

## Swimming Pool Chemicals

Under Evaluation

**18**

Planholders

**270**

Broadcast to

**1**

Supplemental  
Suppliers

**0**

Watchers

**10**

Post Bid Viewers

---

### Bid Details

Agency Name	City of Sunrise
Bid Writer	<a href="#">Holly Raphaelson, MBA,CPSM,CPPO</a>
Bid ID	BID-BID 23-05-12-HR-0-2023/hr
Bid Type	BID - Bid
Broadcast Date	Jan 20, 2023 3:14pm (EST)
Fiscal Year	2023
Due	Feb 8, 2023 2:00pm (EST)
Bid Status Text	None

---

### Scope of Work

None

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### Documents

[Download all documents](#)

Filename	Type	File Type	File Size	Date Modified	Status
<a href="#">Bid Tabulation</a>	Supplier Bid Tabulation	PDF	93.65 KB	Feb 8, 2023	Complete
<a href="#">BID 23-05-12...</a>	Bid Document / Specifications	PDF	592.32 KB	Jan 20, 2023	Complete
<a href="#">Excel File-Sc...</a>	Attachment	XLSX	20.78 KB	Jan 20, 2023	Complete

---

### eBidding Info

Require Suppliers To Enter Bid Amount	Yes
View Supplier Info on eBid Responses Tab	Restricted Visibility - see only the company names of respondents.

## Required Documents

1. Bid Submission Documents with Schedules A-G as required.
2. Addendum (if applicable)
3. W-9 Form
4. Sample Certificate of Insurance
5. Copies of applicable licenses
6. Excel File Bid Sheet & Certification (Schedule A)

## Distribution Info

<b>Bid Bond</b>	None
<b>Plan (blueprint)</b>	None
<b>eBidding</b>	Yes
<b>Distributed By</b>	DemandStar
<b>Distribution Method</b>	Download
<b>Distribution Options</b>	Bid has no blueprints associated with it

## Publications

Sun-sentinel

[View Legal Ad](#)

## Pre-Bid Conference

NON-MANDATORY Not applicable

## Statistics

<b>Planholders</b>	There are 18 Planholders for this bid.	
<b>Filtered</b>	No	
<b>Broadcast List</b>	270 Suppliers have been notified	<a href="#">Export</a>
<b>Post-Bid Viewers</b>	There are 10 Post-Bid viewers	
<b>Supplemental Suppliers</b>	1 Supplemental Suppliers	<a href="#">Export</a>

## Commodity Code

[\[022-650-00\]](#) PARK, PLAYGROUND, RECREATIONAL AREA AND SWIMMING POOL EQUIPMENT AND SUPPLIES

[\[030-885-94\]](#) Water Treating Chemicals (Not Otherwise Classified)

Sun Sentinel

## CLASSIFIED

Place your ad today. Call 800-250-2000  
or go to [SunSentinel.com/advertise](http://SunSentinel.com/advertise)Additional Public Notices can be found  
online at [Classifieds.SunSentinel.com](http://Classifieds.SunSentinel.com)  
and [FloridaPublicNotices.com](http://FloridaPublicNotices.com)

## Transportation

[SunSentinel.com/Cars](http://SunSentinel.com/Cars)

## Legal Notices

[SunSentinel.com/Classified](http://SunSentinel.com/Classified)

## Real Estate for Sale

[SunSentinel.com/Classified](http://SunSentinel.com/Classified)

## Vans

CHEVROLET VAN 2000 SERIES - 2007  
AUTO, V-6 2500 CARGO VAN COLD AIR  
RUNS GREAT WORK-READY 51950 954-  
561-4452**Turnpike Motors**  
Never A Dealer Fee!  
[TurnpikeMotorsFlorida.net](http://TurnpikeMotorsFlorida.net)DODGE GRAND CARAVAN - 2010 A  
NICE VAN V-6 3RD-RWY CLOTH SEATS  
RUNS GREAT MUST SEE 50950 954-561-4452**Turnpike Motors**  
Never A Dealer Fee!  
[TurnpikeMotorsFlorida.net](http://TurnpikeMotorsFlorida.net)

## Sport Utilities

BENTLEY BENTAMGA SPORT UTILITY -  
2019 - LOW MILE, SUNNING 2021 \$123,900,  
TAXES OK, FINANCING AVAILABLE.  
561-476-1912HUMMER H3 - 2007 - Loads of  
cheater low miles. Very rare standard  
transmission \$14,900. Taxes OK,  
financing available. 561-476-1912LAND ROVER RANGE ROVER SPORT  
V8 - 2016 - super charged inject edition,  
extremely rare limited edition LOW 25K  
miles. 70950 OK! \$44,900. 561-476-1912

## Antique Cars

FORD THUNDERBOLT CONVERTIBLE -  
2004 - neat, simply stunning! Low mileage,  
taxes OK, financing available. \$15,900.  
561-476-1912

MPC/PPS/SPZ GLASS MOGL

## Autos For Sale

SATURN I - 100 ADR - 2002 AUTOMATIC  
COLD AIR, 4-CYLINDER ECONOMY GREAT  
TRANSPORTATION \$2200 CASH DEAL 954-  
561-4452**Turnpike Motors**  
Never A Dealer Fee!  
[TurnpikeMotorsFlorida.net](http://TurnpikeMotorsFlorida.net)

## Autos Wanted

AUTO'S ALL YEARS - ANY OF USAD, C/P,  
VAN, TRUCK, RAMPING OF NO. - CASH  
954-950-1218 • 561-366-9018BUYING CARS, TRUCKS, SUVS VANS  
- TRUSTED, RELIABLE BUYER SERVING  
THE AREA FOR 41 YEARS  
WE PAY TOP MONEY  
FOR YOUR RUNNING VEHICLE.**Turnpike Motors**  
954-341-4452**Wow!**TOP CASH PAID. EXOTICS, CLASSICS,  
HIGHLAND - 43 YEARS EXPERIENCE!  
Please Call 561-476-1912.**Services**  
[SunSentinel.com/Services](http://SunSentinel.com/Services)**Business Service**FLORIDA EAST HOUSE BUYERS - cash  
for your house. no closing costs, call us  
today 954-932-0057 for your offer.GOODHANG EVENT SERVICES - GOOD-  
BAG HIGHWAY.COM**Legal Notices**  
Find out what your client has**Fictitious Name Notice**

## Fictitious Name Notice

NOTICE  
NOTICE IS HEREBY GIVEN that the  
undersigned, desiring to engage in  
business under the fictitious name of  
Beepal Logistics Intends to register the  
said name with the Florida Department of  
State, Division of Corporations, Tallahassee,  
FL and/or Clerk of the Circuit Court of  
Broward County, FL.  
Beepal Inc.  
9028 NW 15 St  
Pembroke Park, FL 33024  
1/24/2023 7367072NOTICE  
NOTICE IS HEREBY GIVEN that the  
undersigned, desiring to engage in  
business under the fictitious name of  
BEYOND ROCCO'S CONSULTANCY  
Intends to register the said name with the  
Florida Department of State, Division of  
Corporations, Tallahassee, FL and/or Clerk  
of the Circuit Court of Broward County, FL.  
Diamond Luma  
4022 SW 113th Ave  
Miamar, FL 33025  
1/24/2023 7367118NOTICE  
NOTICE IS HEREBY GIVEN that the  
undersigned, desiring to engage in business  
under the fictitious name of CHARLES LAMIN  
MAINTENANCE Intends to register the said  
name with the Florida Department of State,  
Division of Corporations, Tallahassee, FL  
and/or Clerk of the Circuit Court of Broward  
County, FL.  
Charles Lamini  
2641 SW 10TH COURT APT 5  
North Lauderdale, FL 33068  
1/24/2023 7367294NOTICE  
NOTICE IS HEREBY GIVEN that the  
undersigned, desiring to engage in business  
under the fictitious name of Handy Stone  
Intends to register the said name with the  
Florida Department of State, Division of  
Corporations, Tallahassee, FL and/or Clerk  
of the Circuit Court of Palm Beach County, FL.  
Edward Jacobs  
2244 NW 8th St  
Boca Raton, FL 33486  
1/24/2023 7367177NOTICE  
NOTICE IS HEREBY GIVEN that the  
undersigned, desiring to engage in  
business under the fictitious name of A  
and L Farms also written as A & L Farms  
Intends to register the said name with the  
Florida Department of State, Division of  
Corporations, Tallahassee, FL and/or Clerk  
of the Circuit Court of Broward County, FL.  
Toby Seale LLC  
6511 Nova Dr Ste 104  
Clerke, FL 32017  
1/24/2023 7367189NOTICE  
NOTICE IS HEREBY GIVEN that the  
undersigned, desiring to engage in  
business under the fictitious name of

## Fictitious Name Notice

NOTICE  
NOTICE IS HEREBY GIVEN that the  
undersigned, desiring to engage in  
business under the fictitious name of QJC,  
LLC Intends to register the said name with  
the Florida Department of State, Division of  
Corporations, Tallahassee, FL and/or Clerk  
of the Circuit Court of Palm Beach County,  
FL.  
QUALITY JEWELRY LLC  
4153 NW 53RD STREET  
Boca Raton, FL 33495  
1/24/2023 7367286NOTICE  
NOTICE IS HEREBY GIVEN that the  
undersigned, desiring to engage in business  
under the fictitious name of CONSTRUCTION  
PLUGS Intends to register the said name  
with the Florida Department of State,  
Division of Corporations, Tallahassee, FL  
and/or Clerk of the Circuit Court of  
Broward County, FL.  
RIGGIE, RYAN  
2591 N OCEAN BLVD UNIT 278  
Fort Lauderdale, FL 33305  
1/24/2023 7367289NOTICE  
NOTICE IS HEREBY GIVEN that the  
undersigned, desiring to engage in business  
under the fictitious name of CHARLES LAMIN  
MAINTENANCE Intends to register the said  
name with the Florida Department of State,  
Division of Corporations, Tallahassee, FL  
and/or Clerk of the Circuit Court of Broward  
County, FL.  
Charles Lamini  
2641 SW 10TH COURT APT 5  
North Lauderdale, FL 33068  
1/24/2023 7367294

## Sale Notices

NOTICE OF PUBLIC SALE  
BEEZY TONING, TREADMILL & RECOVERY  
LLC gives notice that on 02/02/2023 at 09:00  
AM the following vehicle(s) may be sold by  
public sale at 2775 S.W. 86th AVE. DE LOT  
1 HOLLYWOOD, FL 33023 to satisfy the lien  
for the amount owed on said vehicle for any  
accrued, unpaid, or charge service charges  
and administrative fees allowed pursuant to  
Florida statute 717.276.INVESTMENT/2005/2005/2005/2005  
SCHOOL/2005/2005/2005/2005  
1/24/2023 7367294

## Miscellaneous

PUBLICATION OF COMPETITIVE  
BIDDING  
City of Fort Lauderdale is accepting  
bids for a variety of goods and services,  
construction and architectural services.  
Interested parties may view  
and download the documents at [www.fortlauderdale.com](http://www.fortlauderdale.com)  
1/19/2023 to 3/10/2023 7362531

## Homes-Single Family



BOYNTON BEACH

**Valencia Cove**  
hardly available "valencia" model with  
only 1000 in opposition evident's  
premium long last view for granite  
kitchen features 42" granite white maple  
cabinetry with above a below lighting,  
pull-out drawers, granite backsplash &  
stainless appliances abundance of  
natural lighting, 20 x 20 tile flooring,  
copper window treatments, ceiling  
light fixtures & ceiling fans master suite  
offers custom built-in closet  
cabinetry, granite counter-top,  
marble tub & frameless shower, impact  
windows, upgraded glass entry door,  
screened & brand-new power patio  
overlooking fully landscaped  
lawn area. 24/7 guard gated access  
adult luxury community with elaborate  
social & sports facilities. HOA fee includes  
cable, internet, lawn & water.\$1,100,000  
**ONE Sotheby's Int'l**  
Harvey Dubov  
561-542-7355

BOYNTON BEACH

**MARINA VILLAGE**  
spectacular panoramic & endless in-  
tercultural & ocean water view  
overlooking marina from this exclusive  
appointed & professionally designed cul-  
minated 12th floor 2 ensuite master bed  
room condo situated in the exclusive full  
concierge service building in marina vil-  
lage truly updated and upgraded with  
red carpet, impact glass windows & doors  
includes brand-new high-end luxury  
furnishings, luxurious kitchen remodel,  
wood plank flooring, crown molding,  
remote controlled window treatments,  
marble baths, impact windows & doors  
and new A/C system. 2 car motor yacht  
community, 2 world famous waterfront  
restaurants, beach is less than 1 mile.

\$780,000

## Homes-Single Family



OCEAN BEACH

**Country Manors**  
fully renovated 2012 4 open floorplan  
villa situated on a cul-de-sac lot, new  
crown molding and appliances mostly  
brand new with crown molding,  
new ceiling fans & light fixtures. 40 x 40  
tile floors, granite kitchen island  
master suite features built-in closet  
cabinetry, granite counter-top, frameless  
shower & impact glass entry door,  
screened & brand-new power patio  
overlooking fully landscaped  
lawn area. 24/7 guard gated access  
adult luxury community with elaborate  
social & sports facilities. HOA fee includes  
cable, internet, lawn & water.\$270,000  
**ONE Sotheby's Int'l**  
Harvey Dubov  
561-542-7355

OCEAN BEACH

**Villaggio Reserve**  
over 1000 sq ft of luxury family avail-  
able, designer decorated 2 bedroom +  
out "penthouse" model on a grand prime  
cavities. 10th floor corner covered penthouse  
L-shaped 2012 granite kitchen with maple  
cabinetry, granite island, and stainless  
appliances including double wall ovens  
wood floors, ceiling fans, impact win-  
dows & doors, 24/7 manned  
guard security, 24/7 security, 2 car motor yacht  
community, 2 world famous waterfront  
restaurants, beach is less than 1 mile.\$749,900  
**ONE Sotheby's Int'l**