



**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 [lpiper@myboca.us](mailto:lpiper@myboca.us) for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. L-43-16

Description/Title: Carbon Dioxide, Liquid, Bulk Delivery (Co-operative)

Initial Contract Term: Start Date: 9/10/2016 End Date: 9/9/2017

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

Renewal No. 1 Start Date: 9/10/2017 End Date: 9/9/2018

Renewal No. 2 Start Date: 9/10/2018 End Date: 9/9/2019

Renewal No.     Start Date:                      End Date:                     

**SECTION #1 VENDOR AWARD**

Vendor Name: Airgas USA, LLC

Vendor Address: 5249 Tampa West Blvd., Tampa, FL 33634

Contact: Jerry Stanley

Phone: (813) 933-0663 Fax:                     

Cell/Pager: (813) 220-8881 Email Address: Jerry.Stanley@airgas.com

Website:                      FEIN: 45-3153734 / 56-0732648

**SECTION #2 AWARD/BACKGROUND INFORMATION**

Award Date: 7/26/2016 Resolution/Agenda Item No.: 1

Insurance Required: Yes ☒ No ☐

Performance Bond Required: Yes ☐ No ☒

**SECTION #3 LEAD AGENCY**

Agency Name: City of Pompano Beach

Agency Address: 1190 NE 3rd Avenue-Building C, Pompano Beach, FL 33060

Agency Contact: Cassandra LeMasurier Email cassandra.lemasurier@copbfl.com

Telephone: 954-786-4098 Fax: 954-786-4168



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

August 2, 2016

Jerry Stanley, Regional Manager  
Airgas USA LLC South Region  
5249 Tampa West Blvd.  
Tampa, FL 33634

Via Email: [Jerry.Stanley@airgas.com](mailto:Jerry.Stanley@airgas.com)

Dear Mr. Stanley,

The City Commission, at their July 26, 2016 meeting, agenda item #1, approved award of a contract to your company for the following :

Bid L-43-16 Carbon Dioxide, Liquid, Bulk Delivery (Co-operative Bid)

The contract period shall be one (1) year, from September 10, 2016 through September 9, 2017. The City will place orders for carbon dioxide as needed, at the unit price bid of \$224.50 per ton, throughout the contract period. The specifications, terms, and conditions of the Bid shall remain firm for the initial contract period, and any renewal period. The contract may be renewed for two (2) additional one-year periods per the terms contained in the bid document.

Throughout the term of the contract, Airgas USA LLC must maintain insurance coverage as detailed in the bid specifications, and provide the City with a certificate of insurance naming the City as an additional insured. The certificate currently on file for your company expires December 17, 2016. Airgas USA LLC must provide an updated certificate to the City on or before this date.

A copy of this letter, and additional bid information, will be distributed to each participating Southeast Florida Governmental Purchasing Cooperative member. Each participating entity is responsible for issuing its own contract, purchase order, payment, etc.

Please call me if you have any questions at (954) 786-4098. We look forward to a continued successful relationship with your company.

Sincerely,

Cassandra LeMasurier  
Purchasing Supervisor

cc: Phil Hyer, Utilities Treatment Plant Superintendent  
Southeast Florida Governmental Purchasing Cooperative  
file



# City of Pompano Beach

100 West Atlantic Blvd.  
Pompano Beach, FL 33060

## Agenda Item Cover Page

**Agenda Date:** 07/26/2016

**Agenda Number:** 1.

**File ID:** 16-12

**Type:** Approval Request

**Status:** Consent Agenda  
Ready

**Version:** 1

**In Control:** City Commission

**Department:** General Services

**File Created:** 07/13/2016

**Subject:**

**Final Action:**

**Title:** Approval to award Bid #L-43-16 Carbon Dioxide, Liquid, Bulk Delivery (Co-operative Bid) to the sole responsive, responsible bidder Airgas USA, LLC to establish an annual contract. The estimated annual cost to the City for carbon dioxide is \$112,250.00. (Fiscal Impact: 112,250.00)

**Contract Expiration Date:**

**Enactment Date:**

**Strategic Initiative:**

**Enactment Number:**

**Location:**

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/13/2016	Otis Thomas	Approve	7/15/2016
1	2	7/14/2016	Randy Brown	Approve	7/15/2016
1	3	7/14/2016	Suzette Sibble	Approve	7/18/2016
1	4	7/14/2016	Brian Donovan	Approve	7/18/2016
1	5	7/14/2016	Phyllis Korab	Approve	7/18/2016
1	6	7/18/2016	Dennis Beach	Approve	7/18/2016
1	7	7/18/2016	Kervin Alfred	Approve	7/20/2016

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Commission	07/26/2016					

### Text of Legislative File 16-12

#### Summary Explanation/Background:

Bid L-43-16 was issued to establish an annual contract for the purchase of carbon dioxide for the Water Treatment Plant to be ordered as needed. The bid includes carbon dioxide, liquid, bulk delivered. The City of Pompano Beach issued this bid as the lead agency for the South Florida Governmental Purchasing Cooperative, on behalf of the City and five other governmental agencies.

Bid award is recommended to the sole responsive, responsible bidder Airgas USA, LLC at the unit prices bid. Based upon the prices bid, and the City's portion of the estimated contract usage, annual expenditures for carbon dioxide could total \$112,250.00. The contract period is one year, commencing September 10, 2016, with contract renewals possible as stated in the bid specifications. City Commission approval of this contract award is requested.

**Origin of request for this action:** Staff

**Fiscal impact and source of funding:** As needed, from budgeted funds in account 412-3320-533.52-05 Operating Supplies / Chemical / Horticultural

**(Staff Contact:** A. Randolph Brown)

## MEMORANDUM

Purchasing #16-097  
July 8, 2016

To: Dennis W. Beach, City Manager  
Through: Otis J. Thomas, General Services Director  
From: Cassandra LeMasurier, Purchasing Supervisor  
Subject: Award Bid L-43-16 Carbon Dioxide, Liquid, Bulk Delivery (Co-operative Bid)

### Contract Need/Background

The City of Pompano Beach issued Bid L-43-16 to establish an annual contract for the purchase of carbon dioxide, to be ordered as needed. The City's Water Treatment Plant requires carbon dioxide on an ongoing basis for use in the water treatment plant. Pompano Beach issued this bid as the lead agency, on behalf of the City and five other governmental agencies in the South Florida Governmental Purchasing Cooperative. The estimated quantities stated in the bid solicitation include anticipated requirements from all of the participating agencies, including the City of Pompano Beach.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Water Treatment Plant, the bid tabulation, and solicitation document. The Water Treatment Plant recommends the contract be awarded to the sole responsive, responsible bidder Airgas USA, LLC.

### Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of firms responding with complete bids .....1

### Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The Bid package was also posted on the City's web page for download by interested firms.

### Funding

The total annual value if this contract award based on the combined estimated annual quantities of the five participating co-op agencies, and the City of Pompano Beach, is \$560,688.75. Based upon the unit prices bid, and the City's estimated usage, the City of Pompano Beach annual expenditures for carbon dioxide could total \$112,250.00. City purchases will be made, as needed, from budgeted funds in account, 412-3320-533.52-05, Operating Supplies / Chemical / Horticultural.

July 8, 2016

Market Research

The General Services Department conducted outreach to five (5) local Pompano Beach firms to inform them of the solicitation.

Award Recommendation

It is recommended that a one-year contract award be made to the sole responsive, responsible bidder Airgas USA, LLC. The contract may be renewed for two (2) additional one-year periods, subject to the terms and conditions contained in the bid specifications.

enclosures

cc: file



Phone: (954) 545-7016

**City of Pompano Beach  
UTILITIES TREATMENT PLANT**

Fax: (954) 545-7046

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**MEMORANDUM NO. 16 - 34**

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**DATE:** July 7, 2016

**TO:** Otis Thomas, General Services Director

**FROM:** Phil Hyer, Utilities Treatment Plants Superintendent PH

**C:** A. Randolph Brown, Utilities Director *ARB*

**SUBJECT:** Recommendation of Co-op Bid L-43-16 Award for Carbon Dioxide

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**Explanation:**

The City of Pompano Beach Purchasing Department solicited bids on behalf of participating Southeast Florida Governmental Purchasing Cooperative agencies for the purchase of Carbon Dioxide.

The sole bid was \$224.50 per ton from Airgas USA, LLC. This is an increase from the prior Airgas USA, LLC (2015) contract price of \$220.00 per ton.

The continued use of Carbon Dioxide is necessary for the production of drinking water at the City of Pompano Beach Water Treatment Plant. Carbon Dioxide is used to lower the pH of water following the lime softening treatment process, assisting in maintaining regulatory compliance.

**Recommendation:**

The Utilities Department recommends that the City Manager and City Commission award bid number L-43-16 to the sole bidder, Airgas USA, LLC. Funding is available in account 412-3320-533-52-05.



## BID AWARD RECOMMENDATION FORM

From: Purchasing Division Cassandra LeMasurier Date 07/7/16

To: Utilities Treatment Plant WTP Department Attn.: Phil Hyer

Subject: Bid No. L-43-16 Item/service: Carbon Dioxide, Liquid, Bulk Delivery (Co-op Bid)

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 412-3320-533-52-05

Title: Chemicals/Horticulture

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Air Gas USA, LLC

(b) Is the recommended bid the lowest bid received?

Yes X No       

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes        No        Not applicable for this bid X

Signature:  Date: 7/7/16

Title: Utilities Director  
(Department Head)



CITY OF POMPANO BEACH - BID TABULATION  
L-43-16 Carbon Dioxide, Liquid Bulk Delivered Co-op  
7/6/2016

<b>Event Number</b>	L-43-16 Addendum 1	<b>Organization</b>	City of Pompano Beach, FL
<b>Event Title</b>	Carbon Dioxide, Liquid, Bulk Delivery	<b>Workgroup</b>	Purchasing
<b>Event Description</b>	The City of Pompano Beach is currently soliciting bids to establish an annual contract for the purchase of liquid carbon dioxide.		
<b>Event Type</b>	IFB	<b>Event Owner</b>	Cassandra LeMasurier
<b>Issue Date</b>	6/7/2016 12:00 PM (ET)	<b>Email</b>	cassandra.lemasurier@copbfl.com
<b>Close Date</b>	7/6/2016 02:00 PM (ET)	<b>Phone</b>	1 (954) 786-4098
		<b>Fax</b>	1 (954) 786-4168

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Total</b>
Airgas USA, LLC	Atlanta	GA	\$560,688.75

<b>Line Item #/ Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Airgas USA, LLC South Region</b>
1. Liquid Carbon Dioxide, delivered, as specified	2497.5	Tons	<b>Unit</b> \$224.50 <b>Extended</b> \$560,688.75
			<b>Total Price</b> <b>\$560,688.75</b>

Delivery Time After Receipt of Order	48 hours
Minimum Order	10 tons



Airgas Carbonic Incorporated  
2530 Sever Road, Suite 300  
Lawrenceville, GA 30043  
(770) 717-2210

## CERTIFICATE OF COMPLIANCE

The liquid carbon dioxide produced at our plant meets and/or exceeds the specification limits set by the Compressed Gas Association G-6.2-2011, Quality Verification Level 1 (Beverage Grade), which exceeds the specifications of the United States Pharmacopoeia and the Food Chemicals Codex (Food Processing).

COMPONENT	SPECIFICATION	TYPICAL RESULT	DETECTION LIMIT
Carbon Dioxide	99.90 % Min.	99.97%-99.99%	± 0.01%
Water (Moisture)	20.0 ppm (-68°F Dew Pt.)	5.0 ppm (-85°F Dew Pt.)	1.0 ppm (-105°F Dew Pt.)
Oxygen	30.0 ppm	<5.0 ppm	0.05 ppm
Carbon Monoxide	10.0 ppm	<2.0 ppm	2.0 ppm
Methanol	10.0 ppm	<2.0 ppm	1.0 ppm
Nitric Oxide	2.5 ppm	<0.5 ppm	0.5 ppm
Nitrogen Dioxide	2.5 ppm	<0.5 ppm	0.5 ppm
Total Sulfur (All Sulfurs)	0.100 ppm	<0.010 ppm	0.002 ppm
Acetaldehyde	0.200 ppm	<0.050 ppm	0.050 ppm
Ammonia	2.50 ppm	<2.00 ppm	2.00 ppm
Benzene	0.020 ppm	<0.005 ppm	0.005 ppm
Oil (wt/wt)	5.0 ppm	<1.0 ppm	1.0 ppm
Total Volatile Hydrocarbons (as Methane) (including 20 ppm v/v max as total non-methane hydrocarbons)	50.0 ppm	<10.0 ppm	1.0 ppm
Nonvolatile Residues (wt/wt)	10.0 ppm	<2.0 ppm	1.0 ppm
Odor/Taste/Turbidity	No foreign odor/taste	No foreign odor/taste	N/A
Snow Test (Odor of solid Carbon Dioxide)	No foreign odor	No foreign odor	N/A

Specification limit in ppm (v/v) maximum allowable unless otherwise stated.  
N/A: Not Applicable.

Approved by:

Effective Date: 01 January 2016

Matthew C. Erwin  
Director of Quality Assurance  
Airgas Carbonic, Inc.

# NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, June 10, 2016** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Airgas+Carbonic&ChemicalName=Carbon+Dioxide&>

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## NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

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### Airgas Carbonic

2530 Sever Road  
Suite 300  
Lawrenceville, GA 30043  
United States  
770-717-2200

**Facility :** Augusta, GA

#### Carbon Dioxide

##### *Trade Designation*

Carbon Dioxide

##### *Product Function*

pH Adjustment

##### *Max Use*

200 mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

**Facility :** Pelham, GA

#### Carbon Dioxide

##### *Trade Designation*

Carbon Dioxide

##### *Product Function*

Corrosion & Scale Control

##### *Max Use*

200mg/L

## pH Adjustment

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

### Facility : Blissfield, MI

Carbon Dioxide <i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquid Carbon Dioxide Refrigerated	pH Adjustment	200mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

### Facility : Star, MS

Carbon Dioxide <i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Carbon Dioxide	pH Adjustment	200 mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

### Facility : Alvin, TX

Carbon Dioxide <i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Carbon Dioxide	Corrosion & Scale Control pH Adjustment	200mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

### Facility : Hopewell, VA

Carbon Dioxide <i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Carbon Dioxide

Corrosion & Scale Control    200mg/L  
pH Adjustment

NOTE: Only products bearing the NSF Mark on the product, product  
packaging, and/or  
documentation shipped with the product are Certified.

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Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds

**Fenita L. Moore**

Associate General Counsel  
Airgas, Inc.  
259 N. Radnor-Chester Road, Suite 100  
Radnor, Pennsylvania 19087-5283  
Tel.: (610) 263-8757 Fax: (610) 687-3187  
<http://www.airgas.com>  
[fenita.moore@airgas.com](mailto:fenita.moore@airgas.com)

October 14, 2016

**VIA EMAIL (Cassandra.LeMasurier@copbfl.com)**

City of Pompano Beach  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Attn: Ms. Cassandra LeMasurier

Re: Award Letter for L-43-16 Carbon Dioxide, Liquid, Bulk Delivery (Co-operative Bid) dated August 2, 2016

Dear Ms. LeMasurier:

In connection with the above-referenced Award Letter you have requested confirmation regarding the Form W-9 submitted with L-43-16 Carbon Dioxide, Liquid, Bulk Delivery (Co-operative Bid) (the "Bid"). The bidder under the Bid, and subsequent awardee, is Airgas USA, LLC. Airgas USA, LLC is the company with which the City of Pompano Beach will be doing business and is our business name. Airgas USA, LLC is a wholly subsidiary of Airgas, Inc. Airgas USA, LLC and Airgas, Inc. have separate EINs as set forth below:

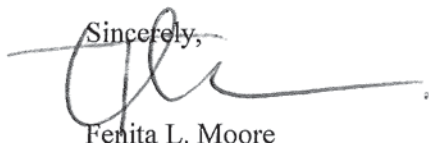
Airgas USA, LLC EIN: 45-3153734  
Airgas, Inc. EIN: 56-0732648

However, since Airgas USA, LLC is a limited liability company and is a "disregarded" entity for federal income tax purposes; we are required to report Airgas USA, LLC under Airgas, Inc.'s EIN. Further, federal tax regulations require us to list Airgas, Inc. on Line 1 of Form W-9 and list Airgas USA, LLC on Line 2. For purposes of the Bid, the Form W-9 attached to this letter is the correct W-9 for Airgas USA, LLC.

Because Airgas USA, LLC has teams based in multiple geographic regions of the country, our sales teams often like to distinguish themselves from each other so they add their geographic location to the agreement/bid (i.e., Airgas USA, LLC South Region). The South Region is one of 16 regions that comprise Airgas USA, LLC.

I trust that the information provided addresses your questions and concerns.

Sincerely,



Fenita L. Moore

Attachment

cc: Jay Sullivan, Airgas USA, LLC (via email)  
Jerry Stanley, Airgas USA, LLC (via email)



South Division  
**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Airgas, Inc.</b>	
	2 Business name/disregarded entity name, if different from above <b>Airgas USA, LLC</b>	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>5</b> Exemption from FATCA reporting code (if any) <b>E</b> <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>P.O. Box 532609</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Atlanta, GA 30353-2609</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number								
			-			-		
OR								
Employer identification number								
5	6	-	0	7	3	2	6	4 8 *

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>1/11/2010</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





## **SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE**

### **TO OUR PROSPECTIVE CONTRACTORS:**

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

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

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

### **Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:**

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

**"WORKING TOGETHER TO REDUCE COSTS"**



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

**BID L-43-16 – CARBON DIOXIDE, LIQUID, BULK DELIVERY  
(COOPERATIVE BID)**

June 7, 2016

The City of Pompano Beach is currently soliciting bids to establish an annual contract for the purchase of liquid carbon dioxide. This is a cooperative invitation to bid issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative agencies for the purchase of their respective estimated annual requirements for liquid carbon dioxide. Sealed bids will be received until **2:00 p.m. (local), July 6, 2016**. Bids must be submitted electronically through the eBid System on or before the due date/time stated above. Responses will be electronically unsealed in a public forum and read aloud. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified, will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders must be registered on the City's eBid System in order to view the bid documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

## SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

### A. Intent

The intent of this bid is to establish an annual, open-end contract for the purchase of bulk liquid carbon dioxide, delivered, as and when needed. This product will be used in the City's water treatment plant to produce drinking water, and all products bid must be authorized for such use. The City of Pompano Beach is the lead agency on this bid for the Southeast Florida Governmental Purchasing Cooperative, and this bid solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

### B. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for two (2) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies, if a contract renewal is considered. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the bid.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when the City invokes this extension clause.

### C. Quantities

No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. Carbon dioxide will be ordered as needed.

### D. Basis of Award

Award will be made to the lowest responsive, responsible bidder based on the per ton price.

E. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to Bid solicitation in the eBid System.

F. Pricing To Be Delivered

All prices bid shall be F.O.B. destination/delivered to the locations stated herein, including all delivery charges, and any applicable environmental taxes or surcharges. Prices quoted shall be firm for the contract, except for any adjustment, in accordance with the Cost Adjustment section.

G. Cost Adjustments

The cost(s) shall remain firm for the initial twelve (12) month period of the contract term. Any requested cost increase shall be subject to adjustment only if increases occur in the industry. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the initial 12-month period. Any approved cost adjustments shall become effective after the initial twelve (12) month period. Cost adjustments may be requested no more frequently than every twelve (12) months and any requested cost adjustment must be submitted at least ninety (90) days prior to the beginning of any twelve (12) month period.

H. Delivery

Carbon dioxide shall be delivered as needed within forty-eight (48) hours of phone call ordering same. Deliveries not complying with these requirements may be rejected by City and in such event, City shall have the right to require contractor to redeliver the product at contractor's sole expense. The product shall be delivered with the appropriate vehicle to the designated City facility and unloaded by the vehicle operator into the designated area.

The City seeks a source of supply that will provide accurate and timely delivery. The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery", and (10) "Default", for additional information.

Each individual participating agency will establish delivery requirements, delivery locations, and dates with the Contractor. Contractor shall await release by the authorized contact person at each agency for all shipments. Bidders must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities.

I. Current Contracts

Government entities listed as participants in this bid solicitation may have current contracts to purchase carbon dioxide. These agencies will place orders with the awarded Contractor(s), if additional product is needed, after the expiration of their current contract(s).

J. Participating Agencies/Contact Persons/Delivery Locations/Special Requirements

The following agencies are participating in this bid solicitation and the resulting contract:

- (1) City of Pompano Beach, contact person Cassandra LeMasurier, Purchasing, (954) 786-4098; deliveries to City of Pompano Beach Water Treatment Plant, 301 N.E. 12<sup>th</sup> Street, Pompano Beach, FL 33060.

Size of city-owned storage tanks: Thirty (30) tons (two tanks this size).

Type of connections: Vapor line marked CO<sub>2</sub> 100; fill line marked CO<sub>2</sub> 20.

Frequency of delivery: Once per month.

Estimated annual quantity to be purchased: 500 tons.

- (2) City of Boca Raton, contact person Jeff Gomez, Purchasing, (561) 393-7983; deliveries to U.S. Water Treatment Plant, Building #8, 1301 Glades Road, Boca Raton, FL 33431.

Size of city-owned storage tanks: Fifty (50) tons.

Type of connections: 2" liquid fill, threaded. 1" vapor return, threaded.

Frequency of delivery: Monthly.

Estimated annual quantity to be purchased: 225 tons.

- (3) City of North Miami Beach, contact person Joel Wasserman, Chief Procurement Officer, (305) 948-2946 or Carlos Carrazana, Chief Water Plant Operator (305) 770-5139; deliveries to Norwood Water Plant, 19150 NW 8 Avenue, Miami Gardens, FL 33169.

Size of city-owned storage tank: One tank, twenty six (26) tons.

Type of connections: Extended fill with quick connect fittings.

Frequency of delivery: Every 2 months, increasing to monthly.

Estimated annual quantity to be purchased: 300 tons.

- (4) Village of Wellington, contact person Emma Ramirez, Risk Specialist, (561) 791-4021; deliveries to Water Treatment Facility, 1100 Wellington Trace, Wellington, FL 33414.

Size of city-owned storage tank: One tank, 14 tons.

Type of connections: 1" vapor interface 1.5" liquid interface.

Frequency of delivery: Once per month.

Estimated annual quantity to be purchased: 102.5 tons.

- (5) Town of Davie, contact person Raul Sotelo, Chief Operator, (954) 327-3748; deliveries to Water Treatment Facility, 7351 SW 30<sup>th</sup> Street, Davie, FL 33314.

Size of city-owned storage tank: One tank, 26 tons.

Type of connections: 1" vapor interface 1.5" liquid interface.

Frequency of delivery: Every 30-45 days.

Estimated annual quantity to be purchased: 240 tons.

Special requirements: Deliveries between 9:00 a.m. – 2:00 p.m. Monday through Friday, unless emergency delivery order is required.

- (6) Broward County, contact person Pedro Barrios (954) 831-4101; deliveries to Water and Wastewater Services District #1, 3701 N. State Rd. 7, Lauderdale Lakes, 33319.

I. Size of county-owned storage tank: 2 tanks, 26 tons each.

Type of connections: One (1), 1" vapor balance and 1-1/2" liquid fill, both standard threaded brass connections.

Frequency of delivery: Every 15-30 days.

Estimated annual quantity to be purchased: 450 tons.

Special requirements: Deliveries between 9:00 a.m. – 3:00 p.m. Monday through Friday, unless emergency delivery order is required.

Broward County, contact person Bakari Scott, (954) 831-4102; deliveries to Water and Wastewater Services District #2, 1390 N.E. 50<sup>th</sup> Street, Pompano Beach, 33064.

II. Size of county owned storage tank: 2 tanks, 42.5 tons each.

Type of connections: One (1), 1" vapor balance and 1-1/2" liquid fill, both standard threaded brass connections.

Frequency of delivery: Every 15-30 days.

Estimated annual quantity to be purchased: 650 tons.

Special requirements: Deliveries between 9:00 a.m. – 3:00 p.m. Monday through Friday, unless emergency delivery order is required.

Other Co-op members may participate in this contract for new usage, during the contract term, or on any contract extension term, if approved by the lead agency. New Co-op members may participate in any contract, on acceptance and approval by the lead agency.

K. Qualifications of Bidders

Bids will only be considered from manufacturers or their authorized distributors. The authorized distributors must regularly maintain a substantial stock of the chemical bid, and must be actively engaged in its sale. A representative of the City may examine such stock and facilities at any time either before bid award is made or during the term of the contract.

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder should submit with Bid a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify City immediately of notice of any citation or violation which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

L. MSDS



In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany deliveries from a contract resulting from this bid. ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.

M. Certification and Testing

Bidders should provide proof of certification that the carbon dioxide to be furnished conforms to ANSI/NSF Standard 60-1998. All additives and chemicals used in drinking water treatment must conform to ANSI/NSF Standard 60-1998, per the Florida Administrative Code 62-555.320(3)(b).

The City reserves the right during the contract period to determine by independent test if the product supplied meets the specifications herein. The cost of the test is to be paid for by the City if sample meets specifications and by the contractor if it should not meet specifications. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.

N. Cancellation of Order

If contractor cannot fulfill delivery requirements, the City retains the right to cancel the order and make such purchase on the open market. Contractor will be liable for all price differences incurred by the City if delivery failure is not a case of force majeure.

O. Cancellation of Contract

The items to be purchased from this contract are essential to the delivery of City services. It is the intention of the City to purchase material from a source of supply that will give prompt and convenient shipment and service in full compliance with the safety requirements for shipping containers, and for delivery per specifications. Any failure of the supplier to comply with the terms and/or conditions of the contract shall be considered default, and shall be reason for termination of contract.

P. Market Conditions

If, during the contract period, the City is able to purchase a chemical specified herein on the open market at prices less than the contract price, the seller shall meet these prices or the City may negotiate/bid for a new contract on the open market.

Q. Safety

1. The successful bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The successful bidder shall comply with the rules and regulations of the Florida

Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

2. The successful bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
  - a. All employees on the work site and all other persons who may be affected thereby.
  - b. The work and all materials and equipment incorporated therein.
  - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of work.
3. Safety Seminars: If requested by the City, the successful bidder will be required to give a minimum of two (2) on-site training presentations per year. Presentations will cover all material safety data information, safe handling procedures, and proper usage of the particular chemical in the work environment as prescribed by the controlling regulatory agency for your industry.
4. Safety Measures: Bidder shall guarantee that each delivery truck will be in a safe mechanical condition, and will be operated by a capable driver trained in the proper handling of the chemical being delivered.
5. Customer-Owned Tanks: The City/Co-op members will not pay the successful bidder for inspection of tanks. Upon award of contract, successful bidder shall promptly inspect tanks and report any safety deficiencies to the owner.

R. Detail Specifications

1. Carbon Dioxide, liquid, (CO<sub>2</sub>), 99.5+% purity.
2. As required by per the Florida Administrative Code 62-555.320(3)(b), carbon dioxide used in drinking water treatment must conform to ANSI/NSF Standard 60-1998.
3. Type of delivery: Bulk (pumped).
4. Certified weight certificates must be furnished with all invoices indicating gross, tare and net weights, and the appropriate purchase order number. If a weight certificate is not furnished the following must be provided: (1) A delivery ticket at the time of delivery specifying quantity delivered & (2) Trailer meter calibration sheets would be made available if needed.

5. No charge shall be assessed for time spent unloading due to inexperienced drivers or mechanical failure of vendor's equipment.

S. Submittals

Bidders must submit, with their bid proposal, a typical analysis of the carbon dioxide offered listing all impurities, the applicable MSDS, and proof of certification that the product bid conforms to ANSI/NSF Standard 60-1998. These files must be uploaded to the Response Attachments tab in the eBid System.

T. Insurance

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged

in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- (1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
- (2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX explosion & collapse hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
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<b>AUTOMOBILE LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	
— owned	
— hired	
— non-owned	

\_\_\_ comprehensive form                      Agent must show proof they have this coverage.

## Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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## Per Occurrence   Aggregate

* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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- F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall 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 to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

U. Questions And Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email [purchasing@copbfl.com](mailto:purchasing@copbfl.com). All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to Bid solicitation in the eBid System, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the solicitation.

## SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
  - 1.1. Bidders must use the forms furnished by the City.
  - 1.2. Bids must submit their response via the eBid System.
  - 1.3. It will be the sole responsibility of the bidder to have their bid submitted via the eBid system before the closing hour and date shown for receipt of bids.
  - 1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.
  - 1.5. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.
  - 1.6. Late bids will not be considered.
  - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.
3. Electronic Signature

Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
  - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
  - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this bid.
- 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
12. Acceptance of Materials



- The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
13. Manufacturers' Certifications
- The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
14. Copyrights and Patent Rights
- Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
15. Laws and Regulations
- All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
16. Taxes
- The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
17. Conflict of Instructions
- If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
18. Exceptions to Specifications
- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. Warranties
- The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
20. Retention of Records and Right to Access Clause
- The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
21. Qualifications/Inspection
- Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
22. Anti-collusion Statement
- By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.
- Additionally, bidder agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named Bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
23. Indemnification
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused

- or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. **Reservation for Rejections and Award**
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. **Interpretations**
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. **Failure to Respond**
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our notification list.
27. **Bid Tabulations**
- Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. **Assignment**
- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. **Termination for Convenience of City**
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. **Public Entity Crimes**
- In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. **Governing Procedures**
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. **Identical Tie Bids**
- In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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 of 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.
33. Invoicing/Payment
- All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. Costs Incurred by Bidders
- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records
- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.
- 2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City;
- d. Upon completion of the contract, transfer, at no cost to the City, all public records in 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.
- e. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.
- 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III - PROPOSAL

**BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.**

Estimated Annual Quantity	Description	Unit Price	Total
2,467.5 tons	Liquid Carbon Dioxide, delivered, as specified	\$_____/ton	\$_____

Product manufactured by: \_\_\_\_\_

**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

Minimum order \_\_\_\_\_ (must be no greater than 20 tons)

Delivery time after receipt of order \_\_\_\_\_ calendar days (not to exceed 48 hours.)

State telephone number for placement of orders: \_\_\_\_\_

State telephone number for emergency contact after regular hours: \_\_\_\_\_

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No \_\_\_\_ Yes \_\_\_\_ Name & position \_\_\_\_\_

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program \_\_\_\_ No \_\_\_\_\_

**\*\* Submit a complete history of all environmental citations and/or violations, notices and dispositions thereof, per Section K.**

\*\* Submit typical analysis of the carbon dioxide offered listing all impurities, the applicable MSDS, and proof of certification that the product bid conforms to ANSI/NSF Standard 60-1998, per Section S.



City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060

August 24, 2017

Jerry Stanley, Regional Manager  
Airgas USA LLC South Region  
5249 Tampa West Blvd.  
Tampa, FL 33634  
Via Email: [Jerry.Stanley@airgas.com](mailto:Jerry.Stanley@airgas.com)  
Dear Mr. Stanley,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for L-43-16 "Carbon Dioxide, Liquid Bulk Delivery (Co-operative Bid)." This renewal will be for one year from September 10, 2017 to September 9, 2018.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division at [purchasing@copbfl.com](mailto:purchasing@copbfl.com) by August 31. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098.

Thank you for your continued cooperation.

Very truly yours,

Jeff English  
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract.

☐ I am unable to provide a one-year extension of the subject contract.

  
Signature

8-24-17  
Date

JERRY STANLEY  
Name (print)





**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 [lpiper@myboca.us](mailto:lpiper@myboca.us) for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. L-43-16

Description/Title: Carbon Dioxide, Liquid, Bulk Delivery (Co-operative)

Initial Contract Term: Start Date: 9/10/2016 End Date: 9/9/2017

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

Renewal No. 1 Start Date: 9/10/2017 End Date: 9/9/2018

Renewal No.     Start Date: 9/10/2018 End Date: 9/9/2019

Renewal No.     Start Date:                      End Date:                     

**SECTION #1 VENDOR AWARD**

Vendor Name: Airgas USA, LLC

Vendor Address: 5249 Tampa West Blvd., Tampa, FL 33634

Contact: Katey J. Shartzter

Phone: (484) 523-0402 Fax:                     

Cell/Pager:                      Email Address: katey.shartzter@airgas.com

Website: http://www.airgas.com FEIN: 45-3153734 / 56-0732648

**SECTION #2 AWARD/BACKGROUND INFORMATION**

Award Date: 7/26/2016 Resolution/Agenda Item No.: 1

Insurance Required: Yes X No                     

Performance Bond Required: Yes                      No X

**SECTION #3 LEAD AGENCY**

Agency Name: City of Pompano Beach

Agency Address: 1190 NE 3rd Avenue-Building C, Pompano Beach, FL 33060

Agency Contact: Jeff English Email jeffrey.english@copbfl.com

Telephone: 954-786-4098 Fax: 954-786-4168





City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060

August 15, 2018

Jerry Hensley, Vice President of Bulk  
Airgas USA LLC South Region  
5249 Tampa West Blvd.  
Tampa, FL 33634  
Via Email: [Katey.Shartzter@airgas.com](mailto:Katey.Shartzter@airgas.com) and [jerry.hensley@airgas.com](mailto:jerry.hensley@airgas.com)

Dear Mr. Hensley,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for L-43-16 "Carbon Dioxide, Liquid Bulk Delivery (Co-operative Bid)." This renewal will be for one year from September 10, 2018 to September 9, 2019.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division at [purchasing@copbfl.com](mailto:purchasing@copbfl.com) by August 17. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098.

Thank you for your continued cooperation.

Very truly yours,

Jeff English  
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract.

☐ I am unable to provide a one-year extension of the subject contract.

Signature

8/16/18  
Date

JERRY HENSLEY  
Name (print)