

CITY OF DELRAY BEACH



1993
2001

100 N.W. 1st AVENUE

• DELRAY BEACH, FLORIDA 33444

• 561/243-7000

June 19, 2014

Airgas Carbonic, Inc.
Attn: Preston G Haag, Jr., Director of Sales
2530 Sever Road, Ste. 300
Lawrenceville, GA 30043

RE: BID #2014-22 – Gas, Carbon Dioxide, (Food Grade) Purchase and Delivery
Term Contract

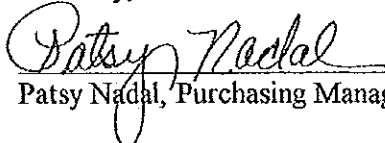
Dear Mr. Haag;

Enclosed is one (1) copy of the executed contract for the above referenced bid awarded to Airgas Carbonic, Inc. by the City Commission on April 01, 2014.

Term of the Contract will be from June 17, 2014 through June 16, 2017 with the option to renew for two (2) consecutive terms of one (1) year.

We would like to thank you for your service and interest in the City of Delray Beach. If you have any questions, you may contact me at (561) 243-7161.

Sincerely,


Patsy Nadal, Purchasing Manager

Enclosure (1)

cc: Jack Warner, Chief Financial Officer
Victor Majtenyi, Director of Public Utilities
John Bullard, Water Treatment Plant Manager



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

BID No. 2014-22

GAS, CARBON DIOXIDE (FOOD GRADE) PURCHASE & DELIVERY TERM CONTRACT

MAYOR
VICE MAYOR
DEPUTY VICE MAYOR
COMMISSIONER
COMMISSIONER
CITY MANAGER

- CARY D. GLICKSTEIN
- AL JACQUET
- SHELLY E. PETROLIA
- ANGELETA GRAY
- ADAM FRANKEL
- LOUIE CHAPMAN, JR.

Purchasing Division ♦ Finance Department ♦ (561) 243-7161/7163 ♦ Fax (561) 243-7166

CITY OF DELRAY BEACH

INVITATION TO BID

Bid No. 2014-22

**Gas, Carbon Dioxide, Food Grade, Purchase and
Delivery Term Contract**

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CITY OF DELRAY BEACH

PURCHASING OFFICE

100 N.W. 1st AVENUE
(561) 243-7161/7163

DELRAY BEACH, FL 33444
Fax: (561) 243-7166

BID No: 2014-22

DATE: February 18, 2014

TITLE: Gas, Carbon Dioxide, Food Grade, Purchase and Delivery Term Contract

BIDS MUST BE RECEIVED ON OR BEFORE: Thursday, March 06, 2014 – Prior to 11:00 A.M., at which time all bids will be publicly opened and read.

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this bid and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this Invitation to secure bids for item(s) and/or services as listed herein for the City of Delray Beach, Florida, hereinafter called the CITY.

SEALED BIDS: Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be opened publicly in City Hall and all bidders and general public are invited and encouraged to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 NW 1st Avenue, Delray Beach, Florida 33444. Outside of envelope shall plainly identify bid by: **NAME OF COMPANY, BID NUMBER, TITLE, DUE DATE/TIME OF BID AND ADDENDA NUMBER, IF ANY.**

OPENING: It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Office on or before the closing date and hour as shown above. **RETURN ONE (1) UNBOUND ORIGINAL AND ONE (1) BOUND COPY OF ALL BID SHEETS.**

There will be no pre-bid conference held for this Invitation to Bid. Questions regarding this solicitation must be received in writing via fax 561-243-7166 or email to nadal@mydelraybeach.com.

No questions received after Friday, February 28, 2014 at 2:00 P.M. will be addressed.

Copies of the specifications may be downloaded from www.DemandStar.com, phone (800) 711-1712, or may be obtained in hard copy from the Purchasing Office, City Hall, 100 N.W. 1st Avenue, Delray Beach, Florida, 33344.

AWARD: The City reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part, with or without cause, and/or to accept bids that in its judgment will be for the best interest of the City, as further stated in Paragraph 16 of General Conditions.

All service/work performed shall be in accordance with the Contract Documents pertaining thereto, which may be examined at the office of the Purchasing Division, 100 N.W. 1st Avenue Delray Beach, Florida, 33444. Call Purchasing at 561-243-7161/7163 for information.

****The City of Delray Beach, Florida reserves the right to accept and/or reject any and all proposals, to waive informalities, to re-advertise and to award the Contract in its best interest.**

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

1. SUBMISSION AND RECEIPT OF BIDS:

- A. Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
- B. Unless otherwise specified, bidders MUST complete all questions and price blanks in the spaces provided in this Invitation to Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.
- C. Bids having any erasures or corrections MUST be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.
- D. All bids MUST be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.

2. QUANTITIES OR USAGE: Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.

3. PRICES:

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of opening unless otherwise stated by the City or bidder.
- B. Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern.
- C. Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.
- D. The City reserves the right to purchase items on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.
- E. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

4. DELIVERY:

- A. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
- B. Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified on bid form.

5. BRAND NAMES: If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only.

Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.

6. **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.
7. **SAMPLES:** Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.
8. **ACCEPTANCE:** The material delivered under this proposal shall remain the property of the seller until a physical inspection is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.
11. **SAFETY STANDARDS:** Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.
12. **MANUFACTURER'S CERTIFICATION:** The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.
13. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.
14. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**
 - A. **PERMITS:** Where bidders are required to perform work on City structure(s) or property as a result of bid award, the City will waive the cost for permits. Contractor shall pay for permits for all other work.
 - B. **LICENSES:** If you are not licensed to perform work in the City of Delray Beach you MUST obtain an Occupational License before a Notice to Proceed will be issued.
 - C. **LIABILITY INSURANCE:** The City prefers the insurance and bonding companies have a BEST Rating no less than A-, VII or better. If you have any questions regarding the City's Insurance and/or Bond requirements, please contact the City's Risk Management Office at (561) 243-7150. See page eight (8) for Insurance Requirements. A "sample" certificate has been attached.

- D. **BUSINESS TAX RECEIPT REGISTRATION:** A business tax receipt is a tax levied upon all businesses within the municipal boundaries. Payment of the tax receipt does not certify or imply the competence of the licensee. Within Florida, most cities and counties have a business tax receipt. If you engage or manage any business, profession, or perform any business within our City limits, you need to purchase a tax receipt. See "Attachment A" for application. When applying, you will need a copy of your business license from the municipality where your business is located. **Registration fee is \$11.58.**

15. **SPECIFICATIONS:**

- A. For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, **NO MATTER HOW SLIGHT**. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.
- B. Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.

16. **AWARD OF CONTRACT:** The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

17. **TAXES:** The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified upon request. State Sales Tax Exemption Certificate No. 85-8012621559C-4 appears on each purchase order.

18. **FAILURE TO BID:** If you do not bid, return "Statement of No Bid Form" and state reason. Otherwise, **YOUR NAME "MAY" BE REMOVED FROM OUR MAILING LIST.**

19. **EXCEPTIONS TO CONDITIONS, 1 THRU 19 (Boiler Plate):** Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.

20. **RENEWAL:** The successful bidder shall be awarded a contract for three (3) years with the option to renew for two (2) additional one (1) year periods, renewable by the City Commission or their designee, i.e. the City Manager. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the City Commission.

21. **TERMINATION:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

22. **ANTI-COLLUSION:**

- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

23. **CONFLICT OF INTEREST:**

- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
- B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.

24. **CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.

25. **NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.

26. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

27. **BID PROTEST: PROTEST OF AWARD / PROTEST BOND:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Manager by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall.

Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure

Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.
Ord.No.291-13, Sec.36.04

Protest shall be addressed to:
City of Delray Beach
Purchasing Manager
100 NW 1st Ave
Delray Beach, FL 33444

28. **PUBLIC RECORDS REQUEST:** Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:
- a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
 - b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Contractor at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Contractor.
 - e) If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
29. **INSPECTOR GENERAL:** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.
30. **FORCE MAJEURE:** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

INDEMNITY/HOLD HARMLESS AGREEMENT

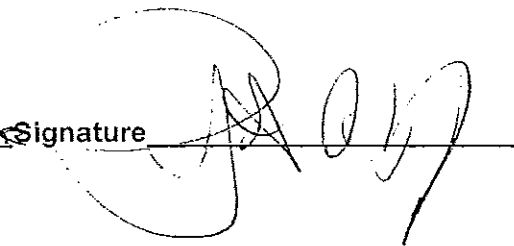
Gas, Carbon Dioxide, Food Grade, Purchase and Delivery Term Contract BID# 2014-22

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement. Notwithstanding anything to the contrary contained herein, Contractor shall not be liable for any special, incidental or consequential damages resulting from Contractor's performance hereunder.

Contractor's Name

Airgas Carbonic, Inc.

Signature



CONE OF SILENCE

Gas, Carbon Dioxide, Food Grade, Purchase and Delivery Term Contract BID # 2014-22

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

Sec. 2-355. Cone of silence.

(a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
 - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- (c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee; any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.
- (g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Airgas Carbonic, Inc.
Contractor's Name

[Signature]
Signature

3/5/14
Date

INSURANCE REQUIREMENTS

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Premises and/or Operations.
 - c) Independent Contractors.
 - d) Products and/or Completed Operations.
 - e) No exclusion for Underground, Explosion or Collapse hazards.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
 - a) Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Owned Vehicles.
 - c) Hired and Non-Owned Vehicles.
 - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of all insurance evidencing the insurance coverage specified in the previous Insurance Administrator prior to commencement of work. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is required by such paragraphs of this contract. The successful bidder will include the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration. Also, under the Cancellation section of the Insurance Certification the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be crossed out as indicated on the attached "Sample of Insurance Certificate".

©ACORD CORPORATION 1982

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

**STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT made this 17th day of June, 2014, by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and **AIRGAS CARBONIC, INC.** (hereinafter called **CONTRACTOR**).

WITNESSETH:

The **CITY** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.

2. The **CONTRACTOR**, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The **CONTRACTOR** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.

3. The contract between the **CITY** and the **CONTRACTOR** include the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENTS	PAGE NUMBERS
Invitation to Bid	1
General Conditions, Instructions and Information	2 - 6
Indemnity/Hold Harmless Agreement	7
Cone of Silence	8
Insurance Requirements	9
Insurance form Samples	10 - 12
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Corporate Acknowledgment	18
Certificate (If Corporation)	19
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Addenda numbers 1 to 1 inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. The term of this contract shall commence on the date indicated on the Notice to Proceed.

5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City: **City of Delray Beach, FL**
100 NW 1st Avenue
Delray Beach, FL 33444

As to CONTRACTOR: **Airgas Carbonic, Inc.**
2530 Sever Road – Suite 300
Lawrenceville, GA 30043

7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. **PUBLIC RECORDS LAWS: CONTRACTOR** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **CONTRACTOR** agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the **CONTRACTOR** at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the **CONTRACTOR**.

e) If **CONTRACTOR** does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

12. INSPECTOR GENERAL: Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested maybe deemed by the City to be a material breach of this Agreement justifying its termination.

13. FORCE MAJEURE: No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

14. The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

Charles D. Nissen
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: Gary D. Glickstein, Mayor

Approved as to form:

Paul Rife
City Attorney 6/14/14

WITNESS:

Nancy Darden
Nancy Darden, Contract Admin.
(Print or type name and title)

CONTRACTOR:

BY: Phil Filer
Phil Filer, President
(Print or type name and title)

(SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF Georgia

COUNTY of Gwinnett

The foregoing instrument was acknowledged before me this 15th day of April, 20 14, by Phil Filer, President (name of officer or agent, title of officer or agent), of Airgas Carbonic (state or place of incorporation) corporation, on behalf of the corporation.

He/She is (personally known to me) (or has produced identification) and has used his/her _____ (type of identification) as identification.

Debra L. Stouffer
Signature of Person Taking
Acknowledgment

Debra L. Stouffer
Name of Acknowledger Typed,
Printed or Stamped
DEBRA L. STOUFFER
Notary Public, Gwinnett County, GA
My commission expires August 1, 2015

CERTIFICATE

(If Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
_____, a corporation under the laws of the State of

_____ held on _____, 20__, the following resolution
was duly passed and adopted:

"RESOLVED", that _____, as _____
President of the corporation, he/she is hereby authorized to execute the Agreement
dated _____, 20__, between the City of Delray Beach, Florida and this
corporation, and that his execution thereof, attested by the Secretary of the Corporation and
with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the corporation this ____ day of _____, 20__.

(Secretary)

(Seal)

CITY OF DELRAY BEACH
SPECIFICATIONS

Gas, Carbon Dioxide, Food Grade, Purchase and Delivery Term contract
BID # 2014-22

- A. **PURPOSE AND INTENT:** The sole purpose and intent of this invitation for Bid is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Gas, Carbon Dioxide (food grade) for the Water Treatment Plant located at 201 SW 7th Street, Delray Beach, Florida 33444.
- B. **TECHNICAL REQUIREMENTS:** Carbon Dioxide is utilized to lower the pH of water by converting the carbonates and hydroxides back to bicarbonates (i.e. lime softening). Carbon Dioxide is a colorless, non-toxic, non-combustible, and chemically inert compressed gas, chemical symbol, CO₂.
- Shall be shipped in insulated tank trucks. CO₂ is normally delivered at 0°F, under 300 PSI.
 - AWWA Standard: B510-06, latest version.
 - Shall be shipped and stored as a liquefied compressed gas.
- C. **SUCCESSFUL BIDDERS RESPONSIBLY**
- Shall have representative available to respond to technical and safety concerns immediately via phone or to arrive on site within 6 hours.
 - Successful bidder's truck shall be equipped to safely handle and unload Carbon Dioxide. Material Safety Data Sheets (MSDS) shall be provided with the initial order and any thereafter when a change in chemical is made.
 - Deliveries shall be scheduled a minimum of 10 days prior to need. Shipments will be received between the hours of 8:00 AM and 3:00 PM, Monday thru Friday, within eight (8) calendar days after receipt of delivery order (DO).
 - **Current Delivery Location:**
City of Delray Beach Water Treatment Plant
201 SW 7th Street
Delray Beach, Florida, 33444
 - Annual Estimated Quantities: 550 TONS.
- D. **GENERAL / SPECIAL CONDITIONS:** In the event of conflict between General Conditions and Special Conditions, the provision of the Special Condition shall have precedence.
- E. **QUALIFICATION OF BIDDER**
- The bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the City sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skill, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- The bidder should submit the following information with their bid response, as required with bid submittal, it shall be the responsibility of the bidder to submit all evidence, as solicited. Failure of a bidder to provide the required information is considered sufficient cause for rejection of bid.

Bidder must list a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, telephone numbers, e-mail addresses, and dates of service on the reference sheet attached herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific work required of this bid. The person(s) listed will be contacted and must be able to answer specific questions related to this bid.

The solicitation includes a site which is designated as a "critical facility". Employees of the awardee designated to provide the goods and/or services must undergo a criminal background check. A contract shall not be awarded unless the recommended awardee meets the security clearance requirements.

AWARD: The City shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis.

- B. **NOTICE OF AWARD:** It is and shall be understood and agreed that a Contract shall be deemed to be awarded and validly entered into between the successful Bidder and the City when written notice has been given the awarded by the City through its authorized agent, and purchase order shall be issued to the Bidder covering the same.

Contract shall be awarded to the Bidder who demonstrates compliance with bid specifications, capability to perform according to the terms of the Contract, and responsibility with current clients. Reference check, review of equipment, examination of financial stability, and personal interview may be considered together with price in the contract award.

- C. **COMPETENCY OF BIDDERS:** Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in the Bid Invitation and who can produce evidence that they have established satisfactory record of performance for a reasonable period of time; have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City of Delray Beach.

- D. **VENDOR SERVICE REPRESENTATIVE:** The Bidder shall submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for information and for the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

- E. **SAFETY STANDARDS - PROTECTION OF PROPERTY:** Unless otherwise stipulated in the bid, all labor, materials, supplies and/or services shall comply with any/all applicable O.S.H.A. standards. The Successful Bidder shall at all times guard against damage or loss to the property of the City of Delray Beach, or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Delray Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or his/her agents.

- F. **PERMITS/LICENSES/FEES:** Any permits, licenses, or fees required will be the responsibility of the Contractor; no separate payment will be made. Adherence to applicable code regulations, (Federal, State, County, City) are the responsibility of the Contractor.

- G. **FIRM PRICE:** The City requires a firm fixed price on the unit price as bid for the Contract period.

- H. **ALTERNATES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications of the items bid upon shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore; deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item or items that do not meet City specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the Bidder will be required to compensate the City for difference in price entailed in going to the next low bidder.

- I. **TERMINATION:** This AGREEMENT may be terminated by either party by thirty (30) calendar day's prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CONTRACTOR and the CITY shall also have a right to terminate this AGREEMENT for convenience at any time by providing thirty (30) calendar days written notice to either one or the other.
- J. **JOINT BIDDING, COOPERATIVE PURCHASING AGREEMENTS:** State on Bid Form if you will extend the same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies.
- K. **INFORMATION:** Any questions in regards to the Detailed Specifications of this bid should be addressed email to nadal@mydelraybeach.com and will be answered in the form of an addendum. Any questions to the submission of your bid can be addressed to the Purchasing Department, at (561) 243-7161 or (561) 243-7163.
- L. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a convicting 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 in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- M. **CONTRACT TERM:** The City will order on an "as needed" basis at the estimated annual quantities. The contract shall be issued for a term of three (3) years, with two (2) additional one (1) year terms, renewable by the City Manager. A Purchase Order will be issued to the successful bidder at the estimated annual cost of the required product, adjusted annually for each Fiscal Year.
- A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to commencement of the renewal period. Purchase Order(s) will reflect the estimated annual cost of the required product, adjusted annually for each Fiscal Year.
- N. **F.O.B. POINT:** The F.O.B. point shall be destination; City of Delray Beach Water Treatment Plant. Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filling of claims for loss or damages.
- O. **DELIVERY:** Delivery shall be required within eight (8) calendar days after receipt of executed Agreement between City and Vendor unless a modified delivery date has been requested by the successful bidder and approved by the Purchasing Department Manager. Failure of the successful bidder to perform to the deliver requirement is sufficient cause for default and termination of the contract.
- P. **AS SPECIFIED:** The successful bidder will be required to execute the City's Standard form of Agreement attached herein. Upon final execution, a Purchase Order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. The City will return, at the expense of the successful bidder, items not delivered as specified. At the option of the City, items from any delivery may be submitted to an independent testing laboratory to determine conformity to specifications. Bidder shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specification.

- Q. **QUANTITY:** The quantities shown are estimates. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, the City will accept **NO** minimum order requirements. Bidders are cautioned to bid in accordance with the unit specified on the bid response page.
- R. **WORK SITE SAFETY / SECURITY:** The successful bidder shall at all times guard against damage or loss to the property of the City, the bidder's own property, and /or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site and insure that all City, County, State, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from City property. The City may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents

SCHEDULE OF PRICING

BID #2014-22
GAS, CARBON DIOXIDE, FOOD GRADE, PURCHASE AND DELIVERY
TERM CONTRACT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1.	GAS, CARBON DIOXIDE (FOOD GRADE) AS SPECIFIED HEREIN.	500,000	LB.	\$.089	\$44,500

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Price stated above shall be firm for the duration of the Contract. *	
Price includes furnishing, delivery, installing chemical into pumping system, all maintenance on pumping systems , and all other terms and specifications as stated in City specifications.	
2. State complete description of CO2 to be used for this Contract:	
The liquid carbon dioxide produced at our plant meets and far exceeds the specification limits set by the Compressed Gas Assoc. G-6.2-2011, Quality Verification Level H, exceeding the specifications of the US Pharmacopeia.	
3. Information submitted as requested in E "Qualifications of Bidder" of the Detailed Specifications? Check One: ☒ YES ☐ NO	
4. Will extend the same prices, term, and conditions of this bid to other Palm Beach, Broward and Martin County governmental entities: Check One: ☒ YES ☐ NO	
5. Comments:	

DRUG FREE WORKPLACE CERTIFICATION

Gas, Carbon Dioxide, Food Grade, Purchase and Delivery Term Contract BID # 2014-22

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: 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 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.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes 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) This firm informs 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) This firm gives 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), this firm notifies 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) This firm imposes a sanction on or requires 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) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Contractor's Name Airgas Carbonic, Inc. Signature _____

REFERENCES

Gas, Carbon Dioxide, Food Grade, Purchase and Delivery Term Contract BID # 2014-22

*Please complete this page or attach your reference page to this sheet.

Agency/Company	MANATEE COUNTY
Address	1112 MANATEE AVE. WEST
City, State, Zip	BRADENTON, FLORIDA 34205
Contact Person	BONNIE SIETMAN
Telephone	941-749-3046
Date(s) of Service	NOV. 12 2012 - CURRENT
Type of Service	BULK CARBON DIOXIDE
Comments:	CURRENT SUPPLIER FOR THE PAST 11 YEARS

Agency/Company	CITY OF POMPANO BEACH
Address	1190 N.E. 3rd AVE. BUILDING C
City, State, Zip	POMPANO BEACH, FLORIDA 33060
Contact Person	LETTA HARDIN
Telephone	954-786-4098
Date(s) of Service	SEPT. 30, 2010 - CURRENT
Type of Service	BULK CARBON DIOXIDE
Comments:	SUPPLIER FOR THE PAST 9 YEARS

Agency/Company	CITY OF MELBOURNE
Address	900 EAST STRAWBRIDGE AVE.
City, State, Zip	MELBOURNE, FLORIDA 32901
Contact Person	KAREN SMITH
Telephone	321-608-7062
Date(s) of Service	MARCH 28, 2013 - CURRENT
Type of Service	BULK CARBON DIOXIDE
Comments:	

Vendor: AIRGAS CARBONIC

CITY OF DELRAY
BID SIGNATURE FORM

Gas, Carbon Dioxide, Food Grade, Purchase and Delivery Term Contract
BID # 2014-22

PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

Airgas Carbonic, Inc.
*Name of Bidder (Firm Name as Registered with their State of origin)

Business Address: 2530 Sever Rd, Suite 300
Street Address (P.O. Box Address is not permitted)
Lawrenceville, GA 30043
City, State, Zip

Mailing Address: ☒ Check if Same as Business Address above

Street Address

City, State, Zip

Authorized Signature (Written)

Fredon G. Harg Jr. Director of Sales
Print Name and Title of Person Signing this Form

3/5/14 813-220-8881 813-935-1434
Date Telephone / Fax No.

Email Address of Authorized Signee: _____

*VENDOR SERVICE REPRESENTATIVE F/1-PLACEMENT OF ORDER, 2-COORDINATION OF SERVICE DURING REGULAR WORK HOURS AND 3-AFTER HOURS

- 1) CONTACT NAME: Brent Varner
TELEPHONE: (229) 328-3732
- 2) CONTACT NAME: Les Pollock
TELEPHONE: (229) 328-3787
- 3) CONTACT NAME: _____
TELEPHONE: () _____

CITY OF DELRAY
STATEMENT OF NO BID

Gas, Carbon Dioxide, Food Grade, Purchase and Delivery Term Contract
BID # 2014-22

If you are not bidding on this service/commodity, please complete and return this form to: City of Delray Beach Purchasing Department, 100 NW 1st Avenue, Delray Beach, Florida 33444.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Delray Beach.

VENDOR NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

Minority Owned Business: ☐ Black ☐ Hispanic ☐ Woman ☐ Other _____

We, the undersigned have declined to bid on Bid No. 2014-22 due to the following reason(s):

Please Check below:

- ☐ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
- ☐ Insufficient time to respond to the Invitation to 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
- ☐ Specifications unclear (explain below)
- ☐ Other (specify below)

Remarks/Other: _____

SIGNATURE: _____ DATE: _____

ADDENDUM NO. 1

BID # 2014-22

Gas, Carbon Dioxide, Food Grade, Purchase and Delivery
Term Contract

March 3, 2014

TO ALL BIDDERS AND OTHERS CONCERNED

Contractors submitting proposals for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the Plans and Specifications which in accordance with the Contract Documents shall become a part of and have precedence over anything shown or described otherwise.

1. Which one? Page 20. Section C 510 tons or Page 24 schedule of pricing 500,000 lb (250 tons) Ans.: 550 Tons – See replacement pages 20 and 24.
2. Current Supplier? Ans.: Airgas Carbonic
3. Last year's total purchase quantity? Ans.: 550 Tons

NOTE: Bidders must acknowledge Receipt of this Addendum

Write the words "Addendum No. 1" on the exterior of the envelope in which the bids are submitted.

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY SIGNING BELOW AND FAXING BACK TO (561) 243-7166 OR VIA EMAIL nadal@mydelraybeach.com AS SOON AS POSSIBLE.

AIRGAS CARBONIC
Planholder

Jerry Stanley
By

3-6-2014
Date

Page 1 of 1



NSF Product and Service Listings

These NSF Official Listings are current as of Tuesday, March 26, 2013 at 12:15 a.m. Eastern Time. Please contact [NSF International](http://nsf.org/Certified/PwsChemicals/Listings.asp) 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://nsf.org/Certified/PwsChemicals/Listings.asp?](http://nsf.org/Certified/PwsChemicals/Listings.asp?Company Name=Airgas+Carbonic&ChemicalName=Carbon+Dioxide&Product+function=pH+Adjustment&)

[Company Name=Airgas+Carbonic&ChemicalName=Carbon+Dioxide&Product+function=pH+Adjustment&](http://nsf.org/Certified/PwsChemicals/Listings.asp?Company Name=Airgas+Carbonic&ChemicalName=Carbon+Dioxide&Product+function=pH+Adjustment&)

NSF/ANSI STANDARD 60

Drinking Water Treatment Chemicals - Health Effects

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: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark.

Facility : Pelham, GA

Carbon Dioxide
Trade Designation
Carbon Dioxide

Product Function
Corrosion & Scale Control
pH Adjustment

Max Use
200mg/L

NOTE: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark.

Facility : Blissfield, MI

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

NOTE: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark.

Facility : Star, MS

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

NOTE: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark.

Facility : Deer Park, TX

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

NOTE: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark.

Facility : Hopewell, VA

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

NOTE: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark.

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds

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- [News Room](#) |
- [About NSF](#) |
- [Careers](#) |

Material Safety Data Sheet

Airgas

Carbon Dioxide

Section 1. Chemical product and company identification

Product Name : Carbon Dioxide
Supplier : AIRGAS INC., on behalf of its subsidiaries
259 North Radnor-Chester Road
Suite 100
Radnor, PA 19087-5283
1-610-687-5253
Product use : Synthetic/Analytical chemistry.
MSDS# : 001013
Date of : 6/15/2006.
Preparation/Revision
In case of emergency : 1-866-734-3438

Section 2. Hazards identification

Physical state : Gas.
Emergency overview : Warning!
CONTENTS UNDER PRESSURE.
CAUSES DAMAGE TO THE FOLLOWING ORGANS: LUNGS, CARDIOVASCULAR SYSTEM, SKIN, EYES, CENTRAL NERVOUS SYSTEM, EYE, LENS OR CORNEA.
MAY CAUSE RESPIRATORY TRACT, EYE AND SKIN IRRITATION.
Avoid contact with skin and clothing. Avoid breathing gas. Do not puncture or incinerate container. Keep container closed. Use only with adequate ventilation. Wash thoroughly after handling.
Contact with rapidly expanding gas, liquid, or solid can cause frostbite.
Routes of entry : Inhalation, Dermal, Eyes
Potential acute health effects
Eyes : Moderately irritating to the eyes.
Skin : Moderately irritating to the skin.
Inhalation : Moderately irritating to the respiratory system.
Ingestion : Ingestion is not a normal route of exposure for gases
Potential chronic health effects : CARCINOGENIC EFFECTS Not available.
MUTAGENIC EFFECTS Not available.
TERATOGENIC EFFECTS Not available.
Medical conditions aggravated by overexposure : Acute or chronic respiratory conditions may be aggravated by overexposure to this gas.
See toxicological Information (section 11)

Section 3. Composition, Information on Ingredients

Name	CAS number	% Volume	Exposure limits
Carbon Dioxide	124-38-9	100	ACGIH TLV (United States, 9/2004). STEL: 54000 mg/m ³ 15 minute(s). Form: All forms STEL: 30000 ppm 15 minute(s). Form: All forms TWA: 9000 mg/m ³ 8 hour(s). Form: All forms TWA: 5000 ppm 8 hour(s). Form: All forms NIOSH REL (United States, 6/2001). STEL: 54000 mg/m ³ 15 minute(s). Form: All forms STEL: 30000 ppm 15 minute(s). Form: All forms TWA: 9000 mg/m ³ 10 hour(s). Form: All

forms

TWA: 5000 ppm 10 hour(s). Form: All forms

OSHA PEL (United States, 6/1993).

TWA: 9000 mg/m³ 8 hour(s). Form: All forms

TWA: 5000 ppm 8 hour(s). Form: All forms

Section 4. First aid measures

No action shall be taken involving any personal risk or without suitable training. If fumes are still suspected to be present, the rescuer should wear an appropriate mask or a self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

- Eye contact** : In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Get medical attention immediately.
- Skin contact** : In case of contact, immediately flush skin with plenty of water. Remove contaminated clothing and shoes. Wash clothing before reuse. Thoroughly clean shoes before reuse. Get medical attention.
- Frostbite** : Try to warm up the frozen tissues and seek medical attention.
- Inhalation** : If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention.
- Ingestion** : Do NOT induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention if symptoms appear.

Section 5. Fire fighting measures

Flammability of the product : Non-flammable.

Fire fighting media and Instructions : Use an extinguishing agent suitable for surrounding fires.

If involved in fire, shut off flow immediately if it can be done without risk. Apply water from a safe distance to cool container and protect surrounding area.

No specific hazard.

Special protective equipment for fire-fighters : Fire fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full facepiece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions : Immediately contact emergency personnel. Keep unnecessary personnel away. Use suitable protective equipment (Section 8). Shut off gas supply if this can be done safely. Isolate area until gas has dispersed.

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 7. Handling and storage

Handling : Avoid contact with eyes, skin and clothing. Keep container closed. Use only with adequate ventilation. Do not puncture or incinerate container. Wash thoroughly after handling. High pressure gas. Use equipment rated for cylinder pressure. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. Use a suitable hand truck for cylinder movement. Never allow any unprotected part of the body to touch uninsulated pipes or vessels that contain cryogenic liquids. Prevent entrapment of liquid in closed systems or piping without pressure relief devices. Some materials may become brittle at low temperatures and will easily fracture.

Storage : Keep container tightly closed. Keep container in a cool, well-ventilated area. Cylinders should be stored upright, with valve protection cap in place, and firmly secured to prevent falling or being knocked over. Cylinder temperatures should not exceed 52 °C (125 °F).

Section 8. Exposure Controls, Personal Protection

Engineering controls : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to keep airborne levels below recommended exposure limits.

Personal protection

- Eyes** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists or dusts.
When working with cryogenic liquids, wear a full face shield.
- Skin** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory** : Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.
The applicable standards are (US) 29 CFR 1910.134 and (Canada) Z94.4-93
- Hands** : Chemical-resistant, impervious gloves or gauntlets complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary.
Insulated gloves suitable for low temperatures

Personal protection in case of a large spill : A self-contained breathing apparatus should be used to avoid inhalation of the product.

Consult local authorities for acceptable exposure limits.

Section 9. Physical and chemical properties

Molecular weight	: 44.01 g/mole
Molecular formula	: CO ₂
Boiling/condensation point	: -78.55°C (-109.4°F)
Melting/freezing point	: Sublimation temperature: -78.5°C (-109.3°F)
Critical temperature	: 30.9°C (87.6°F)
Vapor pressure	: 830 psig
Vapor density	: 1.53 (Air = 1)
Specific Volume (ft ³ /lb)	: 8.77193
Gas Density (lb/ft ³)	: 0.114

Section 10. Stability and reactivity

Stability and reactivity : The product is stable.

Section 11. Toxicological information

Toxicity data

<u>Ingredient name</u>	<u>Test</u>	<u>Result</u>	<u>Route</u>	<u>Species</u>
Carbon Dioxide	Not available.	Not available.	Not available.	Not available.

IDLH : 40000 ppm

Chronic effects on humans : Causes damage to the following organs: lungs, cardiovascular system, skin, eyes, central nervous system (CNS), eye, lens or cornea.

Other toxic effects on humans : No specific information is available in our database regarding the other toxic effects of this material for humans.

Specific effects

Carcinogenic effects : No known significant effects or critical hazards.

Mutagenic effects : No known significant effects or critical hazards.

Reproduction toxicity : No known significant effects or critical hazards.

Carbon Dioxide

Section 12. Ecological information

<u>Ingrdient name</u>	<u>Species</u>	<u>Period</u>	<u>Result</u>
Carbon Dioxide	Not available.	Not available.	Not available.

Products of degradation : These products are carbon oxides (CO, CO₂).

Toxicity of the products of biodegradation : not available

Environmental fate : Not available.

Environmental hazards : No known significant effects or critical hazards.

Toxicity to the environment : Not available.

Section 13. Disposal considerations

Product removed from the cylinder must be disposed of in accordance with appropriate Federal, State, local regulation. Return cylinders with residual product to Airgas, Inc. Do not dispose of locally.

Section 14. Transport information

Regulatory information	UN number	Proper shipping name	Class	Packing group	Label	Additional information
DOT Classification	UN1013	CARBON DIOXIDE	2.2	Not applicable (gas).		<u>Limited quantity</u> Yes.
	UN2187	Carbon dioxide, refrigerated liquid				<u>Packaging instruction</u> Passenger Aircraft Quantity limitation: 75 kg Cargo Aircraft Quantity limitation: 150 kg
TDG Classification	UN1013	CARBON DIOXIDE	2.2	Not applicable (gas).		<u>Explosive Limit and Limited Quantity Index</u> 0.125
	UN2187	Carbon dioxide, refrigerated liquid				<u>Passenger Carrying Road or Rail Index</u> 75
Mexico Classification	UN1013	CARBON DIOXIDE	2.2	Not applicable (gas).		-
	UN2187	Carbon dioxide, refrigerated liquid				

Section 15. Regulatory information

United States

- U.S. Federal regulations : TSCA 8(b) inventory: Carbon Dioxide
 SARA 302/304/311/312 extremely hazardous substances: No products were found.
 SARA 302/304 emergency planning and notification: No products were found.
 SARA 302/304/311/312 hazardous chemicals: Carbon Dioxide
 SARA 311/312 MSDS distribution - chemical inventory - hazard identification: Carbon Dioxide: Sudden Release of Pressure, Immediate (Acute) Health Hazard, Delayed (Chronic) Health Hazard
 Clean Water Act (CWA) 307: No products were found.
 Clean Water Act (CWA) 311: No products were found.
 Clean air act (CAA) 112 accidental release prevention: No products were found.
 Clean air act (CAA) 112 regulated flammable substances: No products were found.
 Clean air act (CAA) 112 regulated toxic substances: No products were found.
- State regulations : Pennsylvania RTK: Carbon Dioxide: (generic environmental hazard)
 Massachusetts RTK: Carbon Dioxide
 New Jersey: Carbon Dioxide

Canada

- WHMIS (Canada) : Class A: Compressed gas.
 CEPA DSL: Carbon Dioxide

Section 16. Other information

United States

- Label Requirements : CONTENTS UNDER PRESSURE.
 CAUSES DAMAGE TO THE FOLLOWING ORGANS: LUNGS, CARDIOVASCULAR SYSTEM, SKIN, EYES, CENTRAL NERVOUS SYSTEM, EYE, LENS OR CORNEA.
 MAY CAUSE RESPIRATORY TRACT, EYE AND SKIN IRRITATION.

Canada

- Label Requirements : Class A: Compressed gas.

Hazardous Material Information System (U.S.A.)

Health	1
Fire hazard	0
Reactivity	0
Personal protection	C

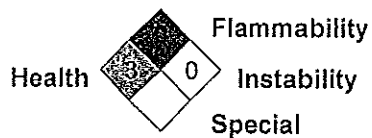
liquid:

Health	3
Fire hazard	0
Reactivity	0
Personal protection	

National Fire Protection Association (U.S.A.)



liquid:



Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above named supplier nor any of its subsidiaries assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

Attachment "A"

BUSINESS TAX RECEIPT REGISTRATION FORM

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