



## **SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE**

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

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

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

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

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

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

**"WORKING TOGETHER TO REDUCE COSTS"**



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

**BID T-40-13 – CARBON DIOXIDE, LIQUID, BULK DELIVERY  
(COOPERATIVE BID)**

July 2, 2013

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. Bids will be received until 2:00 p.m. (local), July 30, 2013 in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. 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 Otis J. Thomas, Purchasing Agent, 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 contract shall be automatically renewed for two (2) additional one-year periods, unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the current contract period. All terms and conditions shall remain firm for the initial period of the contract, and any renewal period.

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 City will attempt to notify all known prospective Bidders, however, 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.

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 Otis J. Thomas, Purchasing, (954) 786-4098; deliveries to City of Pompano Beach Water Treatment Plant, 301 N.E. 12<sup>th</sup> Street, Pompano Beach, 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: 300 tons.

- (2) City of Boca Raton, contact person Lori Messer, Purchasing, (561) 393-7872; deliveries to U.S. Water Treatment Plant, Building #8, 1301 Glades Road, Boca Raton, 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 Miramar, contact person Robert Lowery, Procurement Coordinator, (954) 602-3238; deliveries to Water Treatment Plant, 2600 S.W. 66<sup>th</sup> Terrace, Miramar, 33023.

Size of city-owned storage tank: One tank, thirty (30) tons.

Type of connections: Extended fill with quick connect fittings.

Frequency of delivery: Every 90-120 days.

Estimated annual quantity to be purchased: 125 tons.

- (4) City of Wellington, contact person Emma Ramirez, Risk Specialist, (561) 791-4021; deliveries to Water Treatment Facility, 1100 Wellington Trace, Wellington, 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: 205 tons.

- (5) Broward County, contact person Marie Williams, (954) 357-5856; deliveries to 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 Marie Williams, (954) 357-5856; deliveries to 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.
5. No charge shall be assessed for time spent unloading due to inexperienced drivers or mechanical failure of vendor's equipment.

S. Submittals

Bidders should 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.

T. Insurance

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

1. 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). The 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.

2. Liability Insurance

- a) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits. (See next page.)

3. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

**LIMITS OF LIABILITY**

<u>Type of Insurance</u>	<u>each occurrence</u>	<u>aggregate</u>
<b>GENERAL LIABILITY</b>	<b><i>MINIMUM \$1,000,000</i></b>	
xx comprehensive form		
xx premises - operations	bodily injury	
___ explosion & collapse hazard	property damage	
___ underground hazard	_____	
xx products/completed operations hazard	bodily injury and property damage	
xx contractual insurance	property damage	
xx broad form property damage	combined	
xx independent contractors	_____	
xx personal injury	personal injury	
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<b>AUTOMOBILE LIABILITY</b>	<b><i>MINIMUM \$1,000,000</i></b>	
	bodily injury (each person)	
	bodily injury (each accident)	_____
xx comprehensive form	property damage	_____
xx owned	property damage	_____
xx hired	bodily injury and property damage	
xx non-owned	combined	
-----		
<b>REAL &amp; PERSONAL PROPERTY</b>		
___ comprehensive form	\$_____.	\$_____.
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<b>EXCESS LIABILITY</b>		

xx	umbrella form	bodily injury and property damage		
__	other than umbrella	combined	\$1,000,000.	\$1,000,000.

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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.

U. Questions And Communication

All questions regarding the bid 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. All questions must include the inquiring firm’s name, address, telephone number and Bid name and number. Questions must be received at least seven (7) calendar days before the scheduled bid opening. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the bid document from the City.

V. E-Payables

The City of Pompano Beach has implemented a voluntary E-Payables Program. This program allows the City to pay vendors via credit card and turn around vendor payments in a shorter timeframe than the traditional check payment mechanism.

**How Does the Program Work?**

The City will issue a unique credit card number to each vendor. Vendors would retain the credit card number on file. The card will retain a zero balance until payments have been authorized by the City. Once goods have been delivered or services rendered, vendors submit invoices to the Finance Department according to the normal process. When payments are processed by Finance and authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of the payment. Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the full amount authorized in the email the, the card will return to a zero balance until the next payment is authorized.

**Is There a Cost to Participate in the Program?**

The City of Pompano Beach does not charge vendors to participate in the program, however, there may be a charge by the company that processes your credit card transactions.

### **What are the Benefits of Receiving Payments by Credit Card?**

Vendors that accept credit card payments are not subject to the City's payment terms of net 45 days. This will allow:

- Vendors to receive their payments sooner to use for day to day operations or investments.
- Vendors to quickly reduce outstanding Accounts Receivable balances.
- Vendors to reduce the cost of paper processing, employee time spent on preparing and making deposits and bank check processing fees.

Potential vendors may access more detailed information about the E-Payables Program at <http://www.bankofamerica.com/epayablesvendors>, including answers to "Frequently Asked Questions". Vendors may also contact the City's Finance Department at 954-786-4545.

**Vendors submitting a proposal to the City should indicate in their response whether or not they would be willing to enroll in the City's E-Payables Program. Vendors ultimately awarded a contract with the City may contact the Finance Department at 954-786-4545 to enroll in the Program.**

SECTION II - GENERAL CONDITIONS

- 1. Submission and Receipt of Bids
  - 1.1. Bidders must use the form furnished by the City.
  - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
  - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
  - 1.4. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and should show the following information:
    - 1.4.1. Your return mailing address in the upper left-hand corner.
    - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
    - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: \_\_\_\_\_".
  - 1.5. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:  
  
 City of Pompano Beach  
 Purchasing Division  
 1190 N.E. 3rd Avenue, Building C  
 Pompano Beach, FL 33060
  - 1.6. Late bids will not be considered and will be returned unopened.
  - 1.7. Bids transmitted by facsimile will not be accepted.
- 2. Completion of Bid Forms  
  
 Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
- 3. Signature Required  
  
 All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

- 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 appropriate space on the bid pages 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. Signed Bid Considered an Offer  
  
 This signed bid 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 #16-08-196489-54C 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. **Facilities**  
The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
- 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 are authorized to sign this bid for the 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 five (5) working 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 mailing list.

27. Bid Tabulations

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. Bidders should state any payment discount in space provided on Proposal form.

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.

SECTION III - PROPOSAL

IMPORTANT!!!

**BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD  
PER GENERAL CONDITIONS SECTION 3**

Estimated Annual Quantity	Description	Unit Price	Total
1,955 tons	Liquid Carbon Dioxide, delivered, as specified	\$ _____/ton	\$ _____

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

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 \_\_\_\_\_

Name & address of company submitting bid:

.....  
.....  
..... zip .....

Bidder Name \_\_\_\_\_

Federal Employer Identification #: .....

Telephone number: .....

"Fax" number: .....

Acknowledgment of the following Addenda is noted:

Addendum Number(s) \_\_\_\_\_ Date(s) Issued \_\_\_\_\_

**Manual signature of company officer: .....**

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): .....

Title of signer: .....

- \*\* Submit one (1) original bid and one (1) copy.
- \*\* Submit with Bid 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.

**STATEMENT OF NO RESPONSE  
T-40-13-- CARBON DIOXIDE, LIQUID, BULK DELIVERY  
(COOPERATIVE BID)**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3<sup>rd</sup> Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- \_\_\_\_\_ We do not offer this product or an equivalent
- \_\_\_\_\_ Our workload would not permit us to perform
- \_\_\_\_\_ Insufficient time to respond to the Invitation for Bid
- \_\_\_\_\_ Unable to meet specifications (explain below)
- \_\_\_\_\_ Other (specify below)

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE/TITLE \_\_\_\_\_

DATE \_\_\_\_\_