City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

January 3, 2014

Air Liquid Industrial U.S. LP
18222 East Petroleum Drive
Baton Rouge, LA 70809
Attn: Jennifer Doty

Dear Ms. Doty:

Congratulations, the City of Fort Lauderdale has awarded your company **City of Fort Lauderdale contract 442-11330** for **Liquid Oxygen.** Attached for your records is a copy of the Contract Summary. The contract term will be April 15, 2014 – April 14, 2015.

The terms, conditions and specifications of this contract will remain in effect during the contract term, including insurance and/or performance bond coverage requirements if required.

We hope this will to be a rewarding and profitable business relationship.

Sincerely,

Elizabeth Cohen
Administrative Assistant I

Attachment

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DIVISION

Period Covered:	**Contract No.:**	**Master Blanket:**
04/15/14 – 04/14/15	442-11330	N/A

Awarded Vendor:

Air Liquid Industrial U.S. LP
18222 East Petroleum Drive
Baton Rouge, LA 70809

Delivery: not stated
Payment Terms: Net 30
P-Card Accepted: _Yes X No

Attn: Jennifer Doty
225.754.0654
Fax 225.754.0670
Email: jennifer.doty@airliquid.com

Insurance Coverage Required: Yes X No _
Authorized for Purchases: $50,000 Under _ Over X
Extension Options: Yes X No _ Years: 3, 1 year extensions

LIQUID OXYGEN)

Item 1 – Liquid Oxygen	$ 161.82 / ton

Department Contract Co-Ordinator: Pat Long, Public Works 954.523.1002
Procurement Specialist: Bob McKenney, CPPB

Bid Tabulation Packet for Solicitation 442-11330

Liquid Oxygen (Annual Contract)

Bid designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid #442-11330 - Liquid Oxygen (Annual Contract)

Creation Date	**Nov 13, 2013**	End Date	**Dec 12, 2013 2:00:00 PM EST**
Start Date	**Nov 15, 2013 12:55:22 PM EST**	Awarded Date	**Not Yet Awarded**

442-11330--01-01 Liquid Oxygen

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Air Liquide Industrial U.S. LP **[Ad]**	First Offer - $161.82	1200 / ton	$194,184.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** 9610 **Supplier Notes:**			

Supplier Totals

Air Liquide Industrial U.S. LP [Ad] **$194,184.00**

Bid Contact **Amy Mertz-Waszczak**
darrel.owens@airliquide.com
Ph 708-579-7977
Fax 225-754-0670

Address **5220 East Avenue**
Attention: National Bids
Countryside, IL 60625

Agency Notes:

Supplier Notes:

**

Air Liquide Industrial U.S. LP

Bid Contact **Amy Mertz-Waszczak**
darrel.owens@airliquide.com
Ph 708-579-7977
Fax 225-754-0670

Address **5220 East Avenue**
Attention: National Bids
Countyside, IL 60625

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
442-11330--01-01	Liquid Oxygen	**Supplier Product Code:** 9610	**First Offer - $161.82**	1200 / ton **$194,184.00**	Y	Y

Supplier Total **$194,184.00**

Air Liquide Industrial U.S. LP

Item: **Liquid Oxygen**

Attachments

MOI.pdf

LOX MSDS.pdf

Memorandum of Insurance

MEMORANDUM OF INSURANCE	DATE 10-Dec-2013

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900000957. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co. A Zurich American Insurance Company
INSURED American Air Liquide Inc., Air Liquide USA LLC 2700 Post Oak Blvd. Suite 1800, Houston Texas 77056 United States	Co. B American Zurich Insurance Company
	Co. C
	Co. D

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (LIMITS IN USD UNLESS OTHERWISE INDICATED)	
A	GENERAL LIABILITY	GLO 9486556-02	01-JUN-2013	01-JUN-2014	GENERAL AGGREGATE	USD6,000,000
					PRODUCTS - COMP/OP AGG	USD6,000,000
					PERSONAL AND ADV INJURY	USD2,000,000
					EACH OCCURRENCE	USD2,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD2,000,000
					MED EXP (ANY ONE PERSON)	USD1,000
A	AUTOMOBILE LIABILITY	BAP 9486555-02	01-JUN-2013	01-JUN-2014	COMBINED SINGLE LIMIT	USD2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	

					EACH ACCIDENT	
					AGGREGATE	
B	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	WC 9486557-02 (AOS) WC 9486559-02 (WI)	01-JUN-2013 01-JUN-2013	01-JUN-2014 01-JUN-2014		
					WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD2,000,000
					EL DISEASE - POLICY LIMIT	USD2,000,000
					EL DISEASE - EACH EMPLOYEE	USD2,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE	DATE 10-Dec-2013

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PRODUCER	INSURED
Marsh USA Inc. ("Marsh")	American Air Liquide Inc., Air Liquide USA LLC 2700 Post Oak Blvd. Suite 1800, Houston Texas 77056 United States

ADDITIONAL INFORMATION

Named Insureds on the above referenced policies include but are not limited to the following companies.

American Air Liquide Inc.

American Air Liquide Holdings, Inc.

Air Liquide Helium America, Inc.

Air Liquide America L.P.

AL America Holdings, Inc.

Air Liquide USA LLC

Air Liquide Industrial U.S. LP

Air Liquide Large Industries U.S. LP

Air Liquide Advanced Technologies U.S. LLC

Air Liquide Electronics U.S. LP

Air Liquide Healthcare America Corporation

Air Liquide Process & Construction, Inc.

Air Liquide Technical Services LLC

Lurgi, Inc.

Air Liquide America Specialty Gases LLC

ALPC Mexico LLC

Air Liquide Holdings LLC

Air Liquide LLC

Progressive Resources, Inc.

WellGen Services, LLC

Plains Nitrogen, LLC

Voltaix, Inc.

 Voltaix, LLC

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

Material Safety Data Sheet

Prepared according to US OSHA, CMA, ANSI and Canadian WHMIS Standards.

OXYGEN, LIQUID

AIR LIQUIDE

Section 1. Chemical product and company identification

Commercial name(s).	:	**OXYGEN, LIQUID**
MSDS no.		10075
Product use		Medical, welding and general analytical or synthetic chemical uses.
Manufactured/supplied Address		2700 Post Oak Drive Houston, TX 77056-8229
Emergency telephone number		CHEMTREC: 1-800-424-9300
Telephone no.		
GENERAL MSDS INFORMATION		1-(713)-896-2896
Fax on Demand		1-(800)-231-1366

Section 2. Hazards identification

Physical state	:	Liquefied gas.
OSHA/HCS status	:	This material is classified hazardous under OSHA regulations in the United States and the WHMIS Controlled Product Regulation in Canada.
Emergency overview	:	WARNING! STRONG OXIDIZER. CONTACT WITH OTHER MATERIAL MAY CAUSE FIRE. HIGH PRESSURE GAS. Keep away from heat (<52°C/125°F). Use only with adequate ventilation. Extremely hazardous gas/liquid under pressure. Keep cylinder valve, closed when the product is not used. Gas may accumulate in confined areas.
Routes of entry	:	Inhalation. Dermal contact. Eye contact.
Potential acute health effects		
Inhalation	:	Inhlation of this product may cause hyperoxia.
Skin	:	Dermal contact with a rapidly evaporating liquid could result in freezing of the tissues or frostbite.
Eyes	:	Liquid or rapidly evolving gas can cause burns similar to frostbite.
Ingestion	:	Ingestion of liquid can cause burns similar to frostbite. Since the product is a gas, it will probably be inhaled rather than ingested. See above.
Potential chronic health effects	:	Carcinogenic effects: Not classified or listed by IARC, NTP, OSHA, EU and ACGIH. Mutagenic effects: Not available. Teratogenic effects: Not available.
Over-exposure signs/symptoms		
Inhalation	:	No specific data.
Ingestion	:	No specific data.
Skin	:	No specific data.
Eyes	:	No specific data.
Medical conditions aggravated by over-exposure	:	None known.

See toxicological information (section 11)

Section 3. Composition, Information on Ingredients

	CAS number	mole %
Canada Oxygen	7782-44-7	99.5

United States

Chemical name	CAS #	mole %	Occupational exposure limits	IDLH
Oxygen	7782-44-7	99.5	-	NE

NE: Not Established C: Ceiling Limit See Section 16 for possible acronym definitions

See Sections 8, 11, 14 and 15 for details.

Section 4. First aid measures

Prompt medical attention is mandatory in all cases of overexposure to this gas. Rescue personnel should wear a self-contained breathing apparatus and be awared of the extremely high risk of fire, caused by overoxygenated atmospheres.

Inhalation : In case of inhalation, conscious persons should be assisted to an uncontaminated area and inhale fresh air. The person should be kept warmed and calm. Quick removal from the contaminated area is most important. Unconscious persons should be moved to an uncontaminated area. Further treatment should be symptomatic and supportive.

Skin contact : Remove contaminated clothing and rinse affected skin with lukewarm water. Do not rinse with hot water. Provide medical prompt attention, frozen tissue is painless and appear waxy, with a possible yellow color. Frozen tissue will become swollen, painful and prone to infection when thawed.

Eye contact : Individual in contact with a gas should not wear contact lenses. Check for and remove any contact lenses. In case of contact, immediately flush eyes with plenty of water for at least 20 minutes. Get medical attention if symptoms occur.

Ingestion : Since the product is a gas, it will probably be inhaled rather than ingested. See above.

Notes to physician : The medical doctor must be warned that the person may suffer from hyperoxia.

Section 5. Fire fighting measures

Flammability of the product : Non-flammable.

This gas vigorously accelerate combustion. Avoid all contact with combustible materials. Some non-flamamble materials in air will burn under an overoxygenated atmosphere.

Products of combustion : No specific data.

Explosion hazards in the presence of various substances : Container explosion may occur under fire conditions or when heated.

Fire-fighting media and instructions : Use an extinguishing agent suitable for the surrounding fire.

Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Contact supplier immediately for specialist advice. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Contains gas under pressure. Contact with combustible material may cause fire. This material increases the risk of fire and may aid combustion. In a fire or if heated, a pressure increase will occur and the container may burst or explode.

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

Section 6. Accidental release measures

Personal precautions : EVACUATE ALL PERSONNEL FROM AFFECTED AREA.
Use appropriate protective equipment. If leak is in user's equipment, be certain to purge piping with an inert gas prior to attempting repairs. If leak is on cylinder or cylinder valve, contact the closest Air Liquide location.

Environmental precautions : In case of a leak, clear the affected area, protect people, eliminate sources of ignition and respond with trained personnel.

If leaking incidentally from the cylinder or its valve, contact your supplier. Use non-sparking tools and equipment during the response.

Methods for cleaning up : Contact your local Air Liquide Gas supplier for details.

Section 7. Handling and storage

Handling : Valve protection caps must remain in place unless cylinder is secured with valve outlet piped to usage point. Do not drag, slide or roll cylinders. Use a suitable hand truck for cylinder movement. Use a pressure regulator when connecting cylinder to lower pressure piping or systems. Do not heat cylinder by any means to increase the discharge rate of product from the cylinder. Use a check valve or trap in the discharge line to prevent hazardous back flow to the cylinder. Do not tamper with (valve) safety device. Close valve after each use and when empty.

Storage : Protect cylinders from physical damage. Store in cool, dry, well-ventilated area of non combustible construction away from heavy traffic areas and emergency exits. Do not allow the temperature where cylinders are stored to exceed 52°C/125°F. Cylinders must be stored upright and firmly secured to prevent falling or being knocked over. Full and empty cylinders should be segregated. Prevent full cylinders being stored for excessive periods of time. Post "No Smoking or Open Flames" signs in the storage or use area. There should be no source of ignition in the storage or use area.

Section 8. Exposure controls/personal protection

Engineering controls : Use only in well-ventilated areas.

Personal protection

Respiratory : Not required under normal conditions of use.

Hands : Wear leather gloves when handling cylinders of this product. Otherwise, wear glove protection appropriate to the specific operation for which this product is used.

Eyes : Safety glasses with side shields.

Skin/Body : Use body protection appropriate for task. Cotton clothing is recommended for use to prevent static electric build-up. Pressurized product may require use of fire retardant clothing.
Metal cap, safety shoes are recommended when handling cylinders.

Some applications of this product may require additionnal or other specific protective clothings. Please consult your supervisor.

Personal protection in case of a major leak : Safety glasses with side shields, goggles or face shield. Impervious gloves. Protective clothing. Metal cap, safety shoes. Wear MSHA/NIOSH-approved self-contained breathing apparatus or equivalent and full protective gear.

Product name	Exposure limits
Canada	
Oxygen	NE
United States	
Oxygen	NE

NE: Not Established

Section 9. Physical and chemical properties

Physical state	: Liquefied gas.
Color	: Colorless.
Odor	: Odorless.
Molecular weight	: 32 g/mole
Molecular formula	: O_2
Boiling/condensation point	: -183.11°C (-297.6°F)
Melting/freezing point	: -218.55°C (-361.4°F)

Section 10. Stability and reactivity

Stability and reactivity	: The product is stable.
Incompatibility with various substances	: Reactive or incompatible with the following materials: organic materials.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.
Hazardous polymerization	: Under normal conditions of storage and use, hazardous polymerization will not occur.

Section 11. Toxicological information

Acute Effects

Inhalation	: Inhlation of this product may cause hyperoxia.
Skin	: Dermal contact with a rapidly evaporating liquid could result in freezing of the tissues or frostbite.
Eyes	: Liquid or rapidly evolving gas can cause burns similar to frostbite.
Ingestion	: Ingestion of liquid can cause burns similar to frostbite. Since the product is a gas, it will probably be inhaled rather than ingested. See above.
Potential chronic health effects	: Carcinogenic effects: Not classified or listed by IARC, NTP, OSHA, EU and ACGIH. Mutagenic effects: Not available. Teratogenic effects: Not available.

Section 12. Ecological information

Products of degradation : This gas is released as is in the atmosphere.

Section 13. Disposal considerations

Disposal : Residual materials contained in customer-owned cylinders should be disposed of in accordance with Federal, State and Local regulations on waste management. For residual materials contained in cylinders owned by Air Liquide, contact Sales or Customer Service to determine appropriate disposal. Do not return cylinders without authorization from Air Liquide.

14 . Transport information

AERG : 122

Regulatory information	Proper shipping name	Class	UN number	PG	Label
UN / IMDG / IATA Classification	OXYGEN, , REGRIGERATED LIQUID (CRYOGENIC LIQUID)	2.2, (5.1)	UN1073	-	
DOT Classification	OXYGEN, , REGRIGERATED LIQUID (CRYOGENIC LIQUID)	2.2, (5.1)	UN1073	-	
TDG Classification	OXYGEN, , REGRIGERATED LIQUID (CRYOGENIC LIQUID)	2.2, (5.1)	UN1073	-	

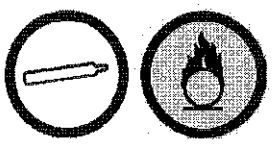
Additional information	UN	IMDG	IATA	DOT	TDG
	-	-	**Passenger and Cargo Aircraft** Quantity limitation: 75 kg **Cargo Aircraft Only** Quantity limitation: 150 kg	**Limited quantity** Yes. **Packaging instruction** Passenger aircraft Quantity limitation: 75 kg Cargo aircraft Quantity limitation: 150 kg **Special provisions** A52	**Special provisions** 42

Cylinders should be transported in a secure position, in a well ventilated vehicle. The transportation of compressed gas cylinders in automobiles or in closed-body vehicles can present serious safety hazards and should be discouraged.

Section 15. Regulatory information

Canada

WHMIS (Canada) : Class A: Compressed gas.
Class C: Oxidizing material.



Canada inventory: This material is listed or exempted.
CEPA DSL: All components listed.

United States

OSHA HAZARD COMMUNICATION STANDARD (29CFR PART 1910.1200).

Compressed gas
Oxidizing material

SARA 302/304 emergency planning and notification: No products were found.

SARA 311/312 MSDS distribution - chemical inventory - hazard identification: Oxygen: Fire hazard, Sudden release of pressure, Delayed (chronic) health hazard

CERCLA: Hazardous substances.: No products were found.

US INVENTORY (TSCA)

TSCA 8(b) inventory: All components listed.

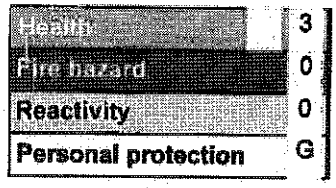
State regulations

California prop. 65: No products were found.

Connecticut Carcinogen Reporting: This material is not listed.
Connecticut Hazardous Material Survey: This material is not listed.
Florida substances: This material is not listed.
Illinois Chemical Safety Act: This material is not listed.
Illinois Toxic Substances Disclosure to Employee Act: This material is not listed.
Louisiana Reporting: This material is not listed.
Louisiana Spill: This material is not listed.
Massachusetts Spill: This material is not listed.
Massachusetts Substances: This material is listed.
Michigan Critical Material: This material is not listed.
Minnesota Hazardous Substances: This material is not listed.
New Jersey Hazardous Substances: This material is listed.
New Jersey Spill: This material is not listed.
New Jersey Toxic Catastrophe Prevention Act: This material is not listed.
New York Acutely Hazardous Substances: This material is not listed.
New York Toxic Chemical Release Reporting: This material is not listed.
Pennsylvania RTK Hazardous Substances: This material is listed.
Rhode Island Hazardous Substances: This material is not listed.

Section 16. Other information

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



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

Consult an Industrial Hygienist or other trained person when you make your safety evaluation of the end product. Remember, gases and liquids have properties which can cause serious injury or death.

Further information about gas mixtures can be found in pamphlets published by: Compressed Gas Association Inc (CGA), 4221 Walney Road, 5th floor, Chantilly, VA 20151-2923 Telephone: (703) 788-2700.

Acronyms :
ACGIH: American Conference of Governmental Industrial Hygiens.
IARC: International Agency for Research on Cancer.
NIOSH: National Institute of Occupational Safety and Health.
OSHA: Occupational Safety and Health Administration
NTP: National Toxicology program.
OECD: Organisation for Economic Co-operation and Development.
PEL: Permissible Exposure Limit.
IDLH: Immediately Dangerous to Life and Health.
NE: Not established.
C: Ceiling Limit.
DSL: Domestic Substance List.
NDSL: Non-Domestic Substance List.
CFR: Code of Federal Regulations.
TSCA: Toxic Substance Control Act.

Date of issue	: 12/31/2007
Date of previous issue	: 08/31/2005
Version	: 4

Notice to reader

This Material Safety Data Sheet is offered pursuant to OSHA's Hazard Communication Standard, 29 CFR, 1910.1200, American National Standard Institute Z400.1, 2004, the Canadian Workplace Hazardous Material Information Systems (WHMIS). Other government regulations must be reviewed for applicability to this gas mixture. To the best of Air Liquide's knowledge, the information contained herein is reliable and accurate as of this date; however, accuracy, suitability or completeness are not guaranteed and no warranties of any type, either express or implied, are provided. The information contained herein relates only to this specific product. If this gas mixture is combined with other materials, all component properties must be considered. Data may be changed from time to time. Be sure to consult the latest edition.

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

442-11330

Liquid Oxygen (Annual Contract)

CITY OF FORT LAUDERDALE

Bob McKenney

954-828-5139

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility **of** the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City **within** seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING**: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after

notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor

terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: 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.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the

State of Florida.

5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 **PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:**

a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
-	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) _____ Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) _____ Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____ Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____ Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) _____ Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

NAME SIGNATURE DATE

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.
Submitted by: **Jennifer Doty** **12-10-2013**
(Authorized signature) (date)

Name (printed) **Jennifer Doty** Title: **Inside Sales**

Company: (Legal Registration) **Air Liquide Industrial U.S. LP**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: **18222 East Petroleum Drive**

City: **Baton Rouge** State: **LA** Zip: **70809**

Telephone No. **225-754-0654** FAX No. **225-754-0670** Email: **jennifer.doty@airliquide.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **3**

Payment Terms (section 1.04): **Net 30** Total Bid Discount (section 1.05): **N/A**

Does your firm qualify for MBE or WBE status (section 1.09): MBE | WBE |

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
N/A	

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES | NO |

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.
Variances: **N/A**

revised 11-29-11