

ORIGINAL
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AWARD AGREEMENT

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT
100 N. ANDREWS AVENUE, ROOM 619
FORT LAUDERDALE, FL 33301
(954) 828-5933

City Commission Approval:
9/3/08 Pur-12

Period Covered:
9/20/08 – 9/19/09

Contract No.:
483-10079

Vendor: MBE_ WBE_
Airgas Specialty Products, Inc.
6340 Sugarloaf Parkway, Suite 300
Duluth, GA 30097

Invoice To:
City of Fort Lauderdale
Accounts Payable
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Attn: Stephen Tullis
800-295-2225
Fax 770-717-2222
Email: stephen.tullis@airgas.com

Payment Terms: Net 30
Delivery: 2-3 Days

AQUEOUS AMMONIA

Solution, Ton

Unit Price
\$ 197.00 / ton

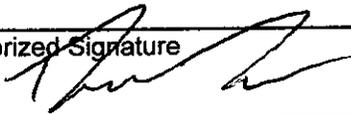
Pricing is based on per ton of total solution base. Minimum 45,000 pound delivery

Delivery address: Fiveash Water Treatment Plant
4321 NW 9 Avenue
Fort Lauderdale, FL 33309
(2) tanks, 6500 gal.

Peele Dixie Water Treatment Plant
1500 State Road 7
Fort Lauderdale, FL 33317
(1) tank, 8000 gal.

Insurance Coverage Required: Yes X No _
Authorized for Purchases: Under \$25,000 _ Over X
Extension Options: Yes X No _ Years: 4

We, the undersigned contractor, hereby agree to perform in accordance with the terms, conditions and specifications of Invitation to Bid 483-10079. The contract signor must be an officer of the company or authorized to bind your company to the terms, conditions and specifications set forth in the agreement.

Authorized Signature _____

Russ Lee / CEO

9/22/08
Date

Printed Name and Title

Department Contract Co-Ordinator: Rick Johnson, Public Works (954) 828-7865

Procurement Specialist: Robert McKenney, CPPB


Kirk W. Buffington, CPPO, C.P.M., MBA
Director of Procurement Services

CONTRACT COPY

Airgas Specialty Products, Inc

Bid Contact **Stephen Tullis**
stephen.tullis@airgas.com
Ph 800-295-2225 x314
Fax 770-717-2222

Address **6340 Sugarloaf Pkwy, Suite 300**
Duluth, GA 30097

Item #	Line Item Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
483-10079-1-01	Aqueous ammonia (ammonia hydroxide) Supplier Product Code: \$197/solution ton or \$1,010/contained ton	First Offer - \$197.00	420 / ton	\$82,740.00	Y	Y
Vendor Total				\$82,740.00		

Airgas Specialty Products, Inc

Item: **Aqueous ammonia (ammonia hydroxide)**

Attachments

Airgas Assay Test.pdf



THORNTON LABORATORIES TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

14-Mar-2008
Page 1 of 1

Report for: Airgas Specialty Products
3600 CR547 North
Davenport, FL 33837
Attn: Mike Burgess

Sample Identification:

Ammonium Hydroxide 19%-20%
Id: #MB19-9734-031308

Date Received: 14-Mar-2008

Laboratory Number: 312351

CERTIFICATE OF ANALYSIS

Method	Parameter	Result	Unit
ACS	Ammonia	19.26	%
	Specific Gravity 60/60 oF	0.922	
	Baume	21.8	

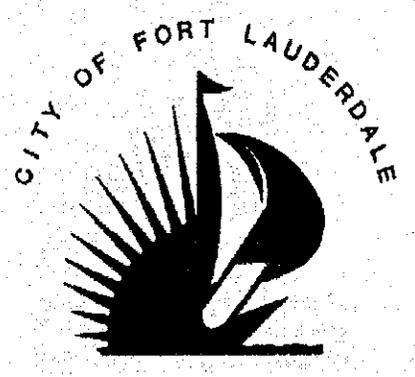
THORNTON LABORATORIES
Steve Fickett, III

Thornton Laboratories Testing & Inspection Services, Inc. responsibility for the above analysis, opinions, or interpretations is limited to the invoice amount.

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

483-10079

Aqueous Ammonia (Annual Contract)



Robert S. McKenney

954-828-5139

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.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.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 Department, 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 RFP Depot, 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.

Submitted by: **Stephen Tullis 7/10/08**
(signature) (date)

Name (printed) **Stephen Tullis** Title: **Manager of Contracts**

Company: (Legal Registration) **Airgas Specialty Products, Inc.**

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/doc/>).

Address: **6340 Sugarloaf Pkwy Ste 300**

City **Duluth** State: **GA** Zip **30097**

Telephone No. **800-295-2225** FAX No. **770-717-2222**

E-MAIL: **stephen.tullis@airgas.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **2-3**

Payment Terms (section 1.03): **Net 30** Total Bid Discount (section 1.04): **NA**

Does your firm qualify for MBE or WBE status (section 1.08): MBE **qqq** WBE **qqq**

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

<u>Addendum No.</u>	<u>Date Issued</u>
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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.**

Variances:

General Conditions, section 5.08, Indemnity/Hold Harmless Agreement: The fourth line after the words "directly or indirectly out of" add the words "Contractor's negligent acts or omissions with respect to..."

revised 6-3-08