

Awarding Bid #F-4594-18-RL - Liquid Oxygen

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Description											
F-4594-18-RL--01-01 - Liquid Oxygen per Standard Cubic Feet (SCF)											
Award	Supplier	Qualifications	Unit Price	Qty	Price	Head Attch.	Attch.	Docs	Offer Notes	My Notes	Reject
<input checked="" type="radio"/>	Not Awarded										
<input type="radio"/>	Air Products & Chemicals [D]		\$0.0057	43500000	\$247,950.00						
<input type="radio"/>	Alt Airgas Inc [A] [D]		\$0.0067	43500000	\$291,450.00						
Rejected Bids											
Supplier	Qualifications	Unit Price	Qty	Price	Head Attch.	Attch.	Docs	Offer Notes	My Notes	Un-Reject	
Airgas Inc [A] [D]		\$0.6698	43500000	\$29,136,300.00							
No Bid											
Supplier	No Bid Reason										
Matheson Gas											
Praxair, Inc.											

Supplier Notifications

Agency Invited	9
No Bid Count	2
Award Scenarios	
Create New Scenario	
Name <input type="text"/>	<input type="button" value="Save Current Scenario"/>
Scenario Name	Scenario Total
	Actions
PREAWARD NOTIFICATION ATTACHMENT	
<input type="button" value="Upload Attachment"/>	

Bid #F-4594-18-RL - Liquid Oxygen

Creation Date **Jun 14, 2018**



End Date **Aug 1, 2018 3:00:00 PM EDT**

Start Date **Jun 26, 2018 9:02:06 AM EDT**

Awarded Date **Not Yet Awarded**

F-4594-18-RL--01-01 Liquid Oxygen per Standard Cubic Feet (SCF)					
Supplier	Unit Price	Qty/Unit	Total Price	Attach.	Docs
Air Products & Chemicals	First Offer - \$0.0057	43500000 / cubic foot	\$247,950.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Our Exceptions to this bid are attached to our offer along with a Certificate of Insurance.			
Airgas Inc	Alt 1 - \$0.0067	43500000 / cubic foot	\$291,450.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Airgas Inc	First Offer - \$0.0098	43500000 / cubic foot	\$29,136,300.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: .66978/100 SCF of product			

Supplier Totals

f Air Products & Chemicals	\$247,950.00
Bid Contact Mark Lowe gigmrktg@airproducts.com Ph 800-654-4567 Fax 800-272-4449	Address 7201 Hamilton Blvd R2106 Allentown, PA 18195
Agency Notes:	Supplier Notes:
	Head Attach: 
f Airgas Inc	\$291,450.00
Bid Contact Katey Shartzter katey.shartzter@airgas.com Ph 484-523-0402	Address 5249 Tampa West Blvd Tampa, FL 33634
Agency Notes:	Supplier Notes:
	Head Attach: 

** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.



**EXCEPTIONS TO BID PROVISIONS
THE CITY OF HOLLYWOOD, FLORIDA
REQUEST FOR BID IFB #F-4594-18-RL
FOR LIQUID OXYGEN**

Air Products and Chemicals, Inc. ("Supplier") submits the following additions and clarifications to the City of Hollywood, Florida ("City") in response to the City's Request for Bid for supply of Liquid Oxygen ("Product") which would govern any contrary or inconsistent provisions in, or interpretation of, the Contract or Bid Document that results from the acceptance of the Bid (the "Contract").

1. Supplier warrants that the Product delivered under the Contract shall conform to the Specifications listed below. THIS WARRANTY IS SUPPLIER'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUPPLIER'S SOLE LIABILITY FOR BREACH OF WARRANTY SHALL BE REPLACEMENT OF ANY PRODUCT THAT DOES NOT MEET SPECIFICATIONS, AT SUPPLIER'S SOLE COST.

Specification: 99.5%

2. Supplier shall not be liable in Contract (by way of breach, insurance, indemnity or otherwise) or tort (including negligence and strict liability) for (i) any indirect, special or consequential damages in connection with its performance or nonperformance of the Contract, (ii) liabilities arising from the negligence, acts, errors or omissions of the City or its officials, employees, invitees or agents or any other third party, or (iii) non-performance due to events beyond the reasonable control of Supplier. Supplier's total cumulative liability under the Contract (including liability under Supplier's insurance obligations thereunder) shall not exceed the total price of the Contract during the first twelve (12) months of the term thereof.

3. No claim of any kind with respect to nondelivery of Product shall be greater than the Unit Price payable hereunder for the Product in respect to which such claim is made and Authority's sole and exclusive remedy (except for the remedy of cancellation for material default) for delivery of nonconforming Product shall be replacement by Seller of a like quantity of conforming Product at no additional cost to Authority.

4. Supplier's indemnity obligations shall be limited to the following: Supplier shall indemnify and hold harmless the City from and against (1) bodily injury or death to the extent caused by Supplier; (2) direct costs incurred to remediate environmental contamination on the City's property to the extent directly caused by Supplier; and (3) intellectual property infringement based on a claim that the manufacture and sale of the Product hereunder constitutes an infringement of any trademarks, patents, copyrights, trade secrets, or other third party property rights.

5. Notwithstanding any provisions in the Contract to the contrary, Contractor's insurance obligations during the entire term shall be deemed met and approved by the Certificate of Insurance attached.

6. Supply commitment is predicated upon the successful passing of the Air Products Customer Owned Tank Inspection. If Supplier determines that the delivery of Product would be unsafe or in violation of applicable law due to a condition present at any of the delivery locations of the City, Supplier may refuse to make further deliveries of Product until the City removes the condition. The City acknowledges that there are hazards associated with Product, that it understands such hazards, and that it is the responsibility of the City to warn and protect its employees and others exposed to such hazards and to safely handle and manage the City's storage and use of Product.

7. Section 1.78 (A) of the Contract is deleted and replaced with the following:
The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder,

including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights. The City hereby acknowledges and agrees that the Contractor retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Contractor to the City hereunder, including all copyright and other proprietary rights therein, which the City as well as its employees, agents, subcontractors and suppliers may use only in connection with this Agreement.

8. Sections 1.78 (B), (C), and (D) of the Contract are not applicable to the supplied Product and will be stricken.
9. The City of Hollywood, Florida's Contract will be modified to reflect the above prior to execution by the parties.



City of Hollywood, Florida AUG 29 PM 2: 55

EVALUATION: BID NO. F-4594-18-RL

Date: August 21, 2018

To: Steve Joseph, Director, Public Utilities

VIA: *PAD 8/21/18* Paul A. Bassar, Director, Procurement & Contract Compliance

From: Rob Lowery, Procurement Contracts Officer, Procurement Services *RL*

Attached are copies of the bids submitted in response to the subject solicitation, and a copy of the bid tabulation. Based on our evaluation, award of contract is recommended to **Airgas Inc** for **Liquid Oxygen** as the lowest responsible and responsive bidder meeting the specifications.

If you do not concur with Procurement Services recommendation and request that a contract be awarded to a vendor other than the low bidder, a justification must be prepared and forwarded to Procurement Services. If you concur with Procurement Services recommendation, please indicate so by signing in the space provided below.

*Concur:

copy 8/21/18
[Signature]
8/23/18

[Signature] *8/27/18*

Authorized Signature

*Do not agree; written explanation to follow:

Authorized Signature



NOTICE OF INTENT TO AWARD

Solicitation No.: F-4594-18-RL

Opened: August 1, 2018

Item: Liquid Oxygen

*P.A.B.
8/30/2018*

Award being recommended to: Airgas Inc

Dated and posted: August 30, 2018

Paul A. Bassar
Director of Procurement & Contract Compliance

Protest: Any actual or prospective bidder who is aggrieved in connection with this pending award of the contract or any element of the process leading to the award may protest to the director of procurement services. The protest must be filed within five (5) business days of this posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the Division of Procurement Services.

Protest deposit: A deposit is required from the protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is determined to be without merit, the deposit shall be forfeited to the city. The deposit shall be in the form of cash or cashier's check and shall be in the amount of \$250.00 or 1% of the amount of the pending award, whichever is greater, up to the maximum of \$1,000.00.