

Supplier Details:

Company Airgas, Inc

Airgas, Inc DBA Airgas USA, LLC

Contact

Address 259 N Radnor-Chester Rd

Radnor, PA 19087

Submit your response to:

Company City of Hollywood, FL - Public Utilities Wastewater Plant Maintenance

Contact Myers, Kassandra Address 1621 N 14th Avenue

Hollywood FL 33020

Phone 1-954-921-3414

Fax

E-mail kmyers@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Formal Bid IFB-050-23-JJ



Agreement	PA600686
Creation Date	21-JUN-2023
Change Order	3
Change Order Date	21-JUN-2023
Revision	1
Agreement Amount	596,000.00 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR City of Hollywood

Accounts Payable, Room 119

P.O. Box 229045

Hollywood, FL 33022-9045

Supplier Airgas, Inc

Airgas, Inc DBA Airgas USA, LLC

259 N Radnor-Chester Rd

Radnor, PA 19087

Notes

Customer Account Number	Supplier Number	Supplier Number Payment Terms		FOB
	35513	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
	06/01/2023	05/31/2025		
Initial Award Term	06/01/2023	05/31/2024		
First Renewal Period	06/01/2024	05/31/2025		
Second Renewal Period	06/01/2025	05/31/2026		
Third Renewal Period	06/01/2026	05/31/2027		
Fourth Renewal Period	06/01/2027	05/31/2028		

Attachr	nents		
Type	File Name or URL	Title	Description
File	R-2023-154 Airgas USA LLC.pdf	R-2023-154 Airgas USA LLC.pdf	
File	R-2024-134 Airgas USA LLC for PA600686.pdf	R-2024-134 Airgas USA LLC for	
File	Airgas COI.pdf	Airgas COI.pdf	

ne Item	UOM	Price	Expiration Date
1 Liquid Oxygen	Cubic Foot	0.0298	
Attachments Type File Name or URL	Title	Description	
2 Per the pricing and services on Bid# IFB-050-23-JJ		0.00	
Attachments			



Line Item		UOM	Price	Expiration Date
Туре	File Name or URL	Title	Description	



TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas

Interim Director, Procurement and Contract Compliance

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST RENEWAL OF BLANKET PURCHASE AGREEMENT PA600686 WITH AIRGAS USA, LLC FOR THE SUPPLY AND DELIVERY OF LIQUID OXYGEN IN AN ANNUAL AMOUNT UP TO \$298,000.00 FOR THE PERIOD FROM JUNE 1, 2024 TO MAY 31, 2025.

WHEREAS, on January 7, 2023, the City Commission passed and adopted Resolution No. R-2023-154, approving Blanket Purchase Agreement ("BPA") number PA600686 in an amount up to \$298,000.00 with Airgas USA, LLC ("Airgas") for liquid oxygen for an initial one-year term for the period from June 1, 2023 to May 31, 2024, with four optional one-year renewal periods; and

WHEREAS, the Department of Public Utilities ("Department") desires to issue the first of four one-year renewals to BPA PA600686 in an annual amount up to \$298,000.00 for the period from June 1, 2024 to May 31, 2025; and

WHEREAS, Section 38.49(C)(1) of the Procurement Code states that when a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal exceeds \$250,000.00, only the City Commission is authorized to approve such renewals, which includes this desired renewal; and

WHEREAS, the Department Director recommends that the City Commission approve and authorize the first renewal of BPA PA600686 with Airgas in an amount up to \$298,000.00 for the period from June 1, 2024 to May 31, 2025; and

WHEREAS, a portion of the funding for the renewal of this BPA is available in the FY 2024 Operating Budget in account number 442.400601.53600.552330.000000.0000.000, and will be budgeted in subsequent fiscal years' operating budgets subject to approval and adoption by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIRST RENEWAL OF BLANKET PURCHASE AGREEMENT PA600686 WITH AIRGAS USA, LLC FOR THE SUPPLY AND DELIVERY OF LIQUID OXYGEN IN AN ANNUAL AMOUNT UP TO \$298,000.00 FOR THE PERIOD FROM JUNE 1, 2024 TO MAY 31, 2025.

<u>Section 2</u>: That it approves and authorizes the renewal, by the appropriate City officials, of BPA PA600686 with Airgas, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form by the City Attorney.

<u>Section 3</u>: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this / day of //au ___, 2024.

JOSH LEVY, M

ATTES

PATRICIA A. CERNY, MMC

CITY CLERK

APPROVED AS TO FORM:

DOUGLAS K. GONZALES

CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the certificate holder in lieu of such endorse	ement(s).			
PRODUCER	CONTACT NAME:			
Aon Risk Services Central, Inc. Philadelphia PA Office	PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): (800) 363-01	.05
100 North 18th Street 15th Floor	E-MAIL ADDRESS:			
Philadelphia PA 19103 USA		INSURER(S) AFFORDING COVERAGE		
INSURED	INSURER A:	Starr Indemnity & Liab	ility Company	38318
American Air Liquide Inc. Airgas, Inc.	INSURER B:	Starr Specialty Insura	nce Company	16109
259 N. Radnor Chester Road	INSURER C:			
Radnor PA 19087-5240 USA	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570100329279 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

INSR LTR	TYPE OF INSURANCE	ADDL SI	UBR VVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY		1000090660231	07/01/2023	07/01/2024	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
						MED EXP (Any one person)	\$1,000
						PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$6,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$6,000,000
	OTHER:						
Α	AUTOMOBILE LIABILITY		1000635788231 AOS	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
Α	X ANY AUTO		1000635789231	07/01/2023	07/01/2024	BODILY INJURY (Per person)	
	OWNED SCHEDULED AUTOS		MA			BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
				07/01/0000	0= /01 /000 t		
Α	UMBRELLA LIAB X OCCUR		1000095524231	07/01/2023	07/01/2024	EACH OCCURRENCE	\$5,000,000
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE \$5,0	
	DED RETENTION						
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		1000004702	07/01/2023	07/01/2024	X PER STATUTE OTH-	
В	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER	N/A	FL, MA 1000004704	07/01/2023	07/01/2024	E.L. EACH ACCIDENT	\$1,000,000
-	(Mandatory in NH)	"'^	WI	0.7,02,2025	0., 01, 101.	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER	CANCELLATION
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Hollywood 1621 N. 14th Avenue Hollywood FL 33022-9045 USA

Aon Prisk Services Central, Inc.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID:

570000093705

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ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED	
Aon Risk Services Central, Inc.		American Air Liquide Inc.
POLICY NUMBER		
See Certificate Numbe 570100329279		
CARRIER	NAIC CODE	
See Certificate Numbe 570100329279		EFFECTIVE DATE:

ADDITIONAL REMARKS

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THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER:
                   ACORD 25
                              FORM TITLE:
                                            Certificate of Liability Insurance
                                            WC Continued / Named Insured List
Workers Compensation:
Policy No: 1000004701 (AOS)
Policy Period: 7/01/2023 - 7/01/2024
Insurer: Starr Specialty Insurance Company
Limits: Same as the Workers Compensation and Employers Liability limits shown on the first page
of the Certificate
Policy No: 1000004703 (AK, AZ, CT, IA, NC, NJ, NY, VT)
Policy Period: 7/01/2023 - 7/01/2024
Insurer: Starr Specialty Insurance Company
Limits: Same as the Workers Compensation and Employers Liability limits shown on the first page of the Certificate
Policy No: 1000004712 (USL&H)
Policy Period: 7/01/2023 - 7/01/2024
Insurer: Starr Indemnity & Liability Company
Limits: Same as the Workers Compensation and Employers Liability limits shown on the first page
of the Certificate
NAMED INSUREDS ON THE ABOVE-REFERENCED POLICIES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING
COMPANIES:
American Air Liquide Inc.
Air Liquide Helium America, Inc.
Air Liquide Advanced Technologies U.S. LLC
Air Liquide America L.P.
Air Liquide USA LLC
Air Liquide Large Industries U.S. LP
Air Liquide Electronics U.S. LP
Air Liquide Global E&C Solutions US Inc.
Air Liquide Technical Services LLC
Air Liquide Global E&C Solutions Mexico LLC
Air Liquide Advanced Materials Inc.
Air Liquide Advanced Materials LLC
Airgas, Inc.
Airgas Carbonic, Inc.
Airgas Doral, Inc.
Airgas Merchant Gases, LLC
Airgas Priority Nitrogen, LLC
Airgas Safety, Inc.
Airgas Specialty Products, Inc.
Airgas USA, LLC
Airgas Nitrogen Services, LLC
Nitrous Oxide Corporation
Red-D-Arc Inc.
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From: Certificate of Insurance

To: <u>Daniela Behm; Certificate of Insurance</u>
Cc: <u>Kassandra Myers; Joel Blanco</u>

Subject: RE: [EXT]Fwd: City of Hollywood COI July 1, 2023-2024

Date: Wednesday, July 5, 2023 12:50:19 PM

Attachments: 3450330-American Air Liquide Holdings Inc - City of Hollywood - 23062727602898 - 570100329279,pdf

image001.png

Hello,

The COI is acceptable.

Thanks,

Stacy

From: Daniela Behm < DBEHM@hollywoodfl.org>

Sent: Thursday, June 29, 2023 6:01 PM

To: Certificate of Insurance <COI@hollywoodfl.org>

Cc: Kassandra Myers <KMYERS@hollywoodfl.org>; Joel Blanco <JBLANCO@hollywoodfl.org>; Dennis

Coates <dcoates@uswatercorp.net>

Subject: FW: [EXT]Fwd: City of Hollywood COI July 1, 2023-2024

Good afternoon,

Please review attached COI for your approval for the delivery of Liquid Oxygen.

Thank you,

Daniela "Dani" Behm Administrative Assistant I Public Utilities Administration

Phone: 954-967-4455



From: SHARTZER, Katey < <u>katev.shartzer@airgas.com</u>>

Sent: Thursday, June 29, 2023 12:14 PM

To: Daniela Behm < DBEHM@hollywoodfl.org; Jean Joinville < JJOINVILLE@hollywoodfl.org; Kassandra Myers < KMYERS@hollywoodfl.org; Vincent Morello < vmorello@hollywoodfl.org; Vincent Morello vmorello@hollywoodfl.org; Vi

Subject: [EXT]Fwd: City of Hollywood COI July 1, 2023-2024

Hello All,

Please see attached. Let me know if you have any questions. This will not go into effect until

Saturday.
-Katey
Forwarded message
From: Katey SHARTZER < <u>katey.shartzer@airgas.com</u> >
Date: Thu, Jun 29, 2023 at 12:08 PM

Subject: City of Hollywood COI July 1, 2023-2024

To: < katey.shartzer@airgas.com >

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Kind Regards,

Katey J. Shartzer I Bulk Specialist I South Region I Airgas, an Air Liquide company

(484) 523-0402 | katey.shartzer@airgas.com

Find it with us, anytime, anywhere at Airgas.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.