RESOLUTION NO. R-2025-016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A CHANGE ORDER TO A BLANKET PURCHASE AGREEMENT WITH AIRGAS USA, LLC FOR THE SUPPLY OF LIQUID OXYGEN TO INCREASE THE CONTRACT AMOUNT FROM $298,000.00 TO $498,000.00.

WHEREAS, on May 1, 2024, the City Commission passed and adopted Resolution No. R-2024-134, approving Blanket Purchase Agreement ("BPA") PA600686 with Airgas USA, LLC ("Airgas") in an amount up to $298,000.00 for the supply of Liquid Oxygen ("LOX") for the period from June 1, 2024, to May 31, 2025; and

WHEREAS, the Department of Public Utilities ("Department") desires to issue a change order to PA600686 to increase the contract amount from $298,000.00 to $498,000.00; and

WHEREAS, this adjustment is necessary due to unforeseen repairs to the system which required additional LOX usage; and

WHEREAS, the remaining amount is not sufficient to cover the cost of the LOX required to perform annual preventive maintenance to the cryogenic plant; and

WHEREAS, Section 38.48 of the Procurement Code states that all change orders that the City Manager is not authorized to approve must be formally approved by the City Commission, which includes this desired change order; and

WHEREAS, the Department Director recommends the City Commission approve and authorize a change order to BPA PA600686 with Airgas to increase the contract amount from $298,000.00 to $498,000.00; and

WHEREAS, funding for this change order is available in account number 442.400601.53600.552330.000000.000.000.

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 A CHANGE ORDER TO A BLANKET PURCHASE AGREEMENT WITH AIRGAS USA, LLC FOR THE SUPPLY OF LIQUID OXYGEN TO INCREASE THE CONTRACT AMOUNT FROM $298,000.00 TO $498,000.00.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of a change order to 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.

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

PASSED AND ADOPTED this 15 day of January, 2025.

JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:

DAMARIS HENLON
INTERIM CITY ATTORNEY

Blanket Purchase Agreement PA600686

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

CITY OF Hollywood FLORIDA

Blanket Purchase Agreement PA600686

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 Mail To

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	Payment Terms	Freight 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**		

Attachments

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	

Line	Item	UOM	Price	Expiration Date
1	Liquid Oxygen	Cubic Foot	0.0298	

Attachments

Type	File Name or URL	Title	Description

Line	Item	UOM	Price	Expiration Date
2	Per the pricing and services on Bid# IFB-050-23-JJ		0.00	

Attachments

CITY OF Hollywood FLORIDA

Blanket Purchase Agreement PA600686

Line	Item	UOM	Price	Expiration Date

Type	File Name or URL	Title	Description

Blanket Purchase Agreement PA600686

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