



**Florida's Warmest Welcome**

**SEFL NIGP Cooperative Purchase**

**ITB26-036 – Carbon Dioxide Liquid Bulk Delivery**

**SEFL NIGP Cooperative Purchase – Carbon Dioxide  
Liquid Bulk Delivery**

**ITB Opening: May 18, 2026, at 2:00 PM**

**Virtual Zoom Meeting**

**For Access, Go To:**

**<https://www.pompanobeachfl.gov/meetings>**



April 16, 2026

Dear Prospective Bidders,

**SUBJECT:** Invitation To Bids (ITB) ITB26-036 - Carbon Dioxide Liquid Bulk Delivery

The City of Pompano Beach (the "City") is interested in receiving Bids in response to the attached ITB for the Carbon Dioxide Liquid Bulk Delivery.

Bidders must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded free of charge from the eBid System at <https://pompanobeachfl.ionwave.net/>. Bids must bear the electronic signature of an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the Bidder's name. THE CITY will consider the submittal of a Bid as constituting an offer by the Bidder to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than the eBid System. The Bidder is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Bids must be submitted electronically at (<https://pompanobeachfl.ionwave.net>), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 1 —Schedule of Events. Bids received after 2:00:00 p.m. ET on the due date will not be considered, and late Bids will not be accepted.**

Cone of Silence shall take effect once this solicitation is released to the General Public and shall remain in effect until the City Commission has taken final action to approve or reject an award, or otherwise terminate the solicitation. During the Cone of Silence period, Respondents to this solicitation, or persons acting on their behalf, including lobbyists, shall not communicate, directly or indirectly, regarding any aspect of this solicitation with any member of the City Commission, the City Clerk, the City Manager's Office, any Evaluation Committee member, or any other City of Pompano Beach employee, except in writing to the Procurement and Contracts Department staff as expressly permitted in this solicitation. Violation of the Cone of Silence may be grounds for rejection of a Proposal or other appropriate action as permitted by City ordinance.

All communications must go through the eBid System (IonWave) or the Purchasing Agent assigned to this solicitation, Eric Seifer, at (954)786-4166, or [eric.seifer@copbfl.com](mailto:eric.seifer@copbfl.com). Any information that amends any portion of this solicitation received by any method other than an Addendum issued through IonWave is not binding on the City of Pompano Beach.

Carefully read all portions of the ITB document to ensure the Bidder's Bid fully complies with all requirements.

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## 1. SCHEDULE OF EVENTS

<b>ITB Number:</b>	<b>ITB26-036</b>
<b>ITB Title:</b>	<b>Carbon Dioxide Liquid Bulk Delivery</b>
<b>Release Date:</b>	<b>April 16, 2026</b>
<b>Date Published In Sun-Sentinel</b>	<b>April 16, 2026</b>
<b>Written Questions And Inquiries Are Due On Or Before:</b>	<b>May 7, 2026, at 5:00 PM</b>
<b>ITB Responses Due Date/Time:</b>	<b>May 18, 2026, at 2:00 PM</b>
<b>Recommendation For Award:</b>	<b>TBD</b>
<b>Direct All Inquiries To:</b>	<b><a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a></b>
<b>E-Bids Submittals Only:</b>	<b><a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a></b>
<b>Bids Virtual Opening:</b>	<b><a href="https://www.pompanobeachfl.gov/meetings">https://www.pompanobeachfl.gov/meetings</a></b>

## **2. PROJECT OVERVIEW AND SCOPE OF SERVICES**

### **2.1. Background**

The intent of this Invitation for Bids is to establish annual, open-ended contracts for the purchase of bulk liquid carbon dioxide, delivered as and when needed by the City and any participating agency of the cooperative.

The City of Pompano Beach is acting as the lead agency for the Cooperative, and this ITB includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

### **2.2. Scope of Services and Technical Requirements**

1. Carbon Dioxide (CO<sub>2</sub>), liquid, minimum 99.5% purity.
2. Product must comply with Florida Administrative Code 62-555.320(3)(b) and be certified to NSF/ANSI/CAN Standard 60 (latest edition) for use in drinking water treatment.
3. Type of delivery: Bulk (pumped).
4. Vendor shall provide certified weight tickets or equivalent delivery documentation, including gross, tare, and net weights (or metered delivery verification), with each invoice.
5. No demurrage, unloading, standby, wait time, or any similar charges shall be assessed under any circumstance, including but not limited to Vendor-related delays, equipment issues, or delivery conditions.
6. Vendor must be capable of meeting routine and emergency delivery requirements. Delivery shall be made within 48 hours of order placement, unless otherwise specified or approved by the participating agency. The Contractor shall coordinate delivery schedules, locations, and quantities directly with the authorized representative of each participating agency and shall not ship product without such authorization.  
The Contractor shall ensure timely and accurate deliveries and shall provide appropriate equipment and qualified personnel to safely offload product at each delivery location. Any delivery not conforming to these requirements may be rejected by the City or participating agency, and the Contractor shall be responsible for redelivery at no additional cost.
7. Vendor shall comply with all applicable OSHA and safety regulations for transportation, handling, and delivery of liquid carbon dioxide.
8. Vendor shall provide, upon request, certification of compliance and product analysis demonstrating conformity with required standards.
9. Vendor shall provide Safety Data Sheets (SDS) with all deliveries in compliance with Florida Statutes Chapter 442. All substances shall be properly labeled in accordance with OSHA standards.

### **2.3. Compatibility with Existing Equipment**

The Contractor shall utilize the City's and participating agencies' existing storage tanks, connections, and related infrastructure as-is. The Contractor shall not require, mandate, or condition performance on any modifications, upgrades, or replacement of existing equipment. Any minor fittings, adapters, or accessories necessary to ensure compatibility with existing systems shall be provided by the Contractor at no additional cost to the City.

The Contractor's failure to accommodate existing infrastructure shall not be grounds for additional charges, delays, or non-performance.

The Contractor acknowledges that it has reviewed the existing equipment specifications prior to Bid submittal and agrees that any incompatibility shall not be grounds for additional cost, a change order, or refusal to perform.

#### **2.4. Emergency and After-Hours Delivery**

The Contractor shall be capable of providing emergency, expedited, after-hours, weekend, and holiday deliveries upon request by the City or participating agency.

Emergency delivery is defined as any delivery requested outside of standard delivery scheduling or required within a timeframe shorter than the Contractor's normal delivery window as defined in the Bid. Such deliveries shall be performed only upon request and authorization by the City or a participating agency. The Contractor shall not independently initiate emergency deliveries or apply associated charges without prior approval.

#### **2.5. Telemetry Equipment and Monitoring Costs**

The Contractor shall not charge the City or any participating agency for any telemetry equipment, remote monitoring devices, communication hardware, software, installation, maintenance, or related services required to monitor product levels, usage, or system performance.

Any such equipment or services shall be provided at no additional cost and shall be fully included in the unit pricing submitted. No separate compensation shall be allowed under any circumstance.

#### **2.6. Questions and Communication**

<http://www.pompanobeachfl.ionwave.net> is the official method used by the Procurement and Contracts Department, which has approved the distribution and communication of all competitive solicitations. All questions regarding this ITB must be submitted using the Questions feature in the eBid System on or before **May 7, 2026, at 5:00 PM** via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Bidders will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from sources other than the information included in this ITB document or by an Addendum shall not be binding on the City.

#### **2.7. Bids Submittal Due Date**

The City will receive sealed Bids by **May 18, 2026, at 2:00 PM**. Bids must be submitted electronically through the eBid System on or before the due date/time stated above. Any Bids received after the due date will not be considered.

### **3. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

#### **3.1. Submission Format Requirements**

Bids must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit Bids at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website, as listed in the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Bidder to ensure that their Bid is successfully submitted to the eBid System before the established Bid submission deadline. The City reserves the right to reject and not consider any Bids that are not submitted according to the requirements established herein.

#### **3.2. Bidder's Responsibilities**

Before submitting a response, the Bidder shall be solely responsible for conducting any necessary investigations, evaluations, and examinations to ascertain all conditions and requirements affecting full performance of the Contract, including thoroughly examining the ITB Documents, visiting the site to become familiar with local conditions that may affect costs, progress, performance, or furnishing of the work, considering all applicable federal, state, and local laws and regulations, carefully correlating the Bidder's observations with the ITB Documents, and notifying the City of any conflicts, errors, or discrepancies in the ITB Documents; ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Bidder from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim for monetary consideration, and the Bidder acknowledges that any information and data reflected in the ITB Documents concerning or contiguous to the site is based upon information furnished to the City by others and the City does not assume responsibility for its accuracy or completeness unless expressly provided otherwise.

#### **3.3. Costs Incurred by the Bidder in Preparation of the Bids**

Bidders are responsible for any and all costs associated with responding to this ITB. The City will not reimburse any Bidder for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Bids, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidder and shall not be reimbursed by the City.

#### **3.4. Qualifications of Bidders**

Bids will only be considered from manufacturers or their authorized distributors. Authorized distributors must regularly maintain a substantial stock of the product and be actively engaged in its sale.

The City reserves the right to inspect the Bidder's facilities and inventory at any time prior to award or during the term of the Contract.

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining responsibility and may deem a Bidder non-responsible based on such history.

Each Bidder shall submit with its Bid a complete history of all citations, violations, notices, and dispositions. Failure to submit such information shall be deemed an affirmation that no such citations or violations exist. The Bidder shall notify the City immediately of any citation or violation received after Bid opening and during the term of the Contract.

## **4. CONTRACT TERMS AND CONDITIONS**

### **4.1. Contract Term and Renewal**

Initial Contract price resulting from this ITB shall remain fixed for a period of no less than thirty-six (36) months from the Contract's initial effective date, commencing upon award by the appropriate City officials.

The City reserves the right to renew this Contract for an additional two (2) year periods, subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. Except as set forth in the Cost Adjustment section, all terms, prices, and conditions shall remain firm for the initial period of the Contract and any renewal period.

The City may require additions or deletions of participating agencies if a Contract renewal is considered. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall make all required additions or deletions, as requested by the City, in accordance with the bid terms and conditions.

In the event delivery/service is scheduled to end because of the expiration of this Contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

### **4.2. Pricing and Title:**

All prices bid shall be F.O.B. destination/delivered to each location, stated herein, including all delivery charges, and any applicable environmental taxes or surcharges. Prices quoted shall be firm for the contract, except for any adjustment, in accordance with the Cost Adjustment section. **Florida sales tax shall be excluded.**

#### **4.2.1. All-Inclusive Pricing/No additional Charges**

All prices shall be fully burdened and all-inclusive, including but not limited to delivery, labor, fuel, equipment, overhead, profit, compliance, telemetry (if any), and any other costs required to perform the Contract. All required services necessary to complete a delivery, including but not limited to connection, offloading, monitoring, and disconnection, shall be considered part of the delivery and included in the unit price. The Contractor shall be responsible for all subcontractor or third-party costs, and no such costs shall be passed through to the City.

The City and participating agencies shall not pay, and the Contractor shall not invoice, any additional charges, including but not limited to:

- On-site service charges
- Unauthorized call-out or emergency response fees
- Equipment usage or rental fees
- Standby, wait time, or demurrage charges (except as expressly permitted elsewhere)
- Mobilization/demobilization fees
- Minimum delivery charges or minimum service fees
- Any miscellaneous or undefined service charges

Any such charges included in an invoice shall be rejected and shall not be paid.

The City will not accept any Bid that includes separate pricing for telemetry or monitoring equipment, including rental, lease, or pass-through costs. Bids that include exceptions, qualifications, or separate pricing for equipment modifications, service charges, or non-inclusive pricing may be deemed non-responsive.

The submission of a Bid shall constitute the Contractor's agreement to all pricing requirements herein without exception. Any exceptions, qualifications, or conditional pricing submitted by a Bidder may result in the Bid being deemed non-responsive.

#### **4.2.2. Emergency Delivery Pricing**

Any charges associated with emergency, after-hours, weekend, holiday, or expedited deliveries must be clearly identified and separately itemized in the Bid pricing.

Such charges shall be fixed, not-to-exceed rates for the duration of the Contract and shall not be subject to escalation, surcharges, or additional fees.

No emergency or expedited delivery charges shall be paid unless the service was specifically requested and authorized by the City or participating agency.

#### **4.2.3. Basis of Award**

Award shall be based solely on the unit price for Liquid CO<sub>2</sub> Delivered (Item 1) as defined in the Bid pricing sheet.

Emergency delivery pricing and any optional, ancillary, or informational pricing shall not be considered in determining the lowest responsive and responsible Bidder.

#### **4.2.4. Optional Pricing**

Bidders may submit pricing for optional services, including but not limited to telemetry equipment, tank rental, installation, or other ancillary services. Such pricing is provided for informational purposes only and shall not be used in the evaluation or award determination.

Optional services shall not be required for Contract performance unless specifically requested and authorized by the City or participating agency.

#### **4.3. Risk of Loss:**

Risk of loss or damage to the product shall remain with the Vendor until delivery, inspection, and written acceptance by the City at the delivery location specified by the City or participating agency.

#### **4.4. Inspection and Acceptance:**

Delivery of the product shall not constitute final acceptance. The City reserves the right to inspect all product for damage, compliance with specifications, and completeness. Final acceptance shall occur only after satisfactory inspection and receipt of all required delivery documentation, certification, and compliance records.

#### **4.5. Quantities**

No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this Contract. The quantities provided in this Invitation for Bids are estimates of annual usage for bid comparison purposes only. Quantities may be expressed in varying units depending on the participating agency's operational requirements. Carbon Dioxide will be ordered as needed.

#### **4.6. Failure to Deliver/Cancellation of Order**

If the Contractor fails to meet delivery requirements, the City reserves the right to cancel the order and procure the product from other sources. The Contractor shall be liable for any additional costs incurred by the City, unless such failure is due to a force majeure event.

#### **4.7. Safety Requirements**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs related to the performance of the Contract. The Contractor shall comply with all applicable federal, state, and local safety regulations, including OSHA standards.

The Contractor shall take all reasonable precautions to prevent damage, injury, or loss to persons, property, and materials during delivery operations.

All delivery vehicles shall be maintained in safe operating condition and operated by personnel trained in the proper handling of the product.

Upon award, the Contractor shall inspect customer-owned storage tanks and report any safety deficiencies to the participating agency. The Contractor shall not be compensated for such inspections.

If requested by the City or participating agency, the Contractor shall provide up to two (2) annual safety training sessions covering proper handling, storage, and use of the product.

**4.8. Non-Compliant Charges**

Any invoice containing unauthorized charges prohibited under this Contract may be rejected in full. Repeated submission of non-compliant invoices shall constitute a material breach of Contract and may result in termination.

**5. PARTICIPATING AGENCIES/CONTACT PERSONS/DELIVERY LOCATIONS/SPECIAL REQUIREMENTS**

The following participating agencies are in the solicitation and the resulting contract:

**5.1. City of Pompano Beach**

Municipality:	City of Pompano Beach				
Contact Person	Phil Hyer	Email	Phil.hyer@copbfl.com	Phone:	(954)545-7030
Deliveries	City of Pompano Beach Water Treatment Plant 301 NE 12 <sup>th</sup> Street Pompano Beach, FL 33060				
Size of City-Owned Storage Tanks	Twenty-Six (26) tons				
Number of Tanks	2				
Type of Connections:	1" Vapor & 1-1/2" Liquid with Standard Threaded brass connection				
Frequency of Delivery	Every 4 to 5 months				
Estimated annual quantity to be purchased	700 tons				

**5.2. Town of Davie Utilities**

Municipality:	Town of Davie Utilities				
Contact Person	Nathalie Marquez	Email	nmarquez@davie-fl.gov	Phone:	(954)327-3758
Deliveries	Town of Davie System V 7351 SW 30 <sup>th</sup> Street Davie, FL 33314				
Size of City-Owned Storage Tanks	30-ton bulk storage tank				
Number of Tanks	1				
Type of Connections:					
Frequency of Delivery	Monthly				
Estimated annual quantity to be purchased	30,000 gallons				

**5.3. Village of Wellington**

Municipality	Village of Wellington				
Contact Person	Karla Berroteran	Email	kberroteran@wellingtonfl.gov	Phone:	(561)753-2465
Deliveries	Village of Wellington 1100 Wellington Trace Wellington, FL 33414				
Size of City-Owned Storage Tanks	14 Tons				
Number of Tanks	1				
Type of Connections	1 inch vapor interface 1 ½ inches liquid interface				
Frequency of Delivery	Quarterly				
Minimum Delivery Quantity	20,000 lbs.				
Estimated annual quantity to be purchased	730 Tons				
Delivery Hours	Mon-Fri 6:00 am - 5:00 pm No deliveries on the weekend or holidays unless requested by owner				

**5.4. City of Coral Springs**

Municipality:	City of Coral Springs			
Contact Person	Ryan Hinz	Email	rhinz@coralspings.gov	Phone: (954)344-2361
Deliveries	Coral Springs Aquatic Complex 12441 Royal Palm Blvd Coral Springs, FL 33065			
Size of City-Owned Storage Tanks	450lb tanks			
Number of Tanks	2			
Type of Connections:	Standard Surface Mount Connection			
Frequency of Delivery	Monthly/As-Needed			
Estimated annual quantity to be purchased	19,800 gallons			
Delivery Hours	Mon-Thur 5:30 am - 9:30 pm Fri 5:30 am - 9:00 pm Sat-Sun 9:00 am - 5:00 pm			

Municipality:	City of Coral Springs			
Contact Person	Ryan Hinz	Email	rhinz@coralspings.gov	Phone: (954)344-2361
Deliveries	Mullins Park Pool 10180 NW 29 <sup>th</sup> Street Coral Springs, FL 33065			
Size of City-Owned Storage Tanks	400lb tanks			
Number of Tanks	1			
Type of Connections:	Standard Surface Mount Connection			
Frequency of Delivery	Monthly/As-Needed			
Estimated annual quantity to be purchased	19,800 gallons			
Delivery Hours	Mon-Fri 7:00 am - 8:00 pm Sat-Sun 7:00 am - 6:00 pm			

Municipality:	City of Coral Springs			
Contact Person	Ryan Hinz	Email	rhinz@coralspings.gov	Phone: (954)344-2361
Deliveries	Cypress Water Park 10180 NW 29 <sup>th</sup> Street Coral Springs, FL 33065			
Size of City-Owned Storage Tanks	400lb tanks			
Number of Tanks	1			
Type of Connections:	Standard Surface Mount Connection			
Frequency of Delivery	Monthly/As-Needed			
Estimated annual quantity to be purchased	19,800 gallons			
Delivery Hours	Mon-Fri 7:00 am - 8:00 pm Sat-Sun 7:00 am - 6:00 pm			

**5.5. City of Pembroke Pines**

Municipality:	City of Pembroke Pines			
Contact Person	Kevin Stone	Email	kevin.stone@jacobs.com	Phone: (754)260-4513
Deliveries	Water Treatment Plant 7960 Johnson Street Pembroke Pines, FL 33035			
Size of City-Owned Storage Tanks	26 Tons			
Number of Tanks	1			
Type of Connections:	1.5"			
Frequency of Delivery	As-Needed, usually 4 deliveries per month			
Estimated annual quantity to be purchased	730 Tons			
Delivery Hours	Mon-Fri 7:00 am - 4:00 pm			

**5.6. City of Sunrise**

Municipality:	City of Sunrise		
Contact Person	Holly Raphaelson	Email	hraphaelson@sunrisefl.gov   Phone:   (954)572-2202
Deliveries	Sawgrass Waste Water Treatment Plant 4350 Springtree Drive, Sunrise, FL 33351		
Size of City-Owned Storage Tanks	12,000 lbs.		
Number of Tanks	1		
Type of Connections:	1.5" inch CGA Fitting		
Frequency of Delivery	Monthly		
Minimum Delivery Quantity	6,000 lbs.		
Delivery Time Requirement	1 week		
Estimated annual quantity to be purchased	425,000 lbs.		
Delivery Hours	Mon-Fri 7:00 am - 4:00 pm		

**5.7. City of Boca Raton**

Municipality:	City of Boca Raton		
Contact Person	Neil Phillips	Phone:	(561)393-7976
Deliveries	U.S Water Treatment Plant, Building 8 1301 Glades Road, Boca Raton, FL 33431		
Size of City-Owned Storage Tanks	18 tons		
Number of Tanks	2		
Type of Connections:	1" Vapor Balance w/CGA FTG & 1.5" Liquid Balance w/CGA FTG		
Frequency of Delivery	Monthly		
Estimated annual quantity to be purchased	230 tons		
Delivery Hours	Mon-Fri 7:00 am - 4:00 pm		

**5.8. City of Delray Beach**

Municipality:	City of Delray Beach		
Contact Person	Daniel Reed	Phone:	(561)243-7330
Deliveries	Delray Beach Water Treatment Plant 200 S.W. 6 <sup>th</sup> Street Delray Beach, FL 33444		
Size of City-Owned Storage Tanks	100,000 pounds		
Number of Tanks	1		
Frequency of Delivery	Three (3) times per month		
Estimated annual quantity to be purchased	540 tons		
Delivery Hours	Mon-Fri 7:00 am - 4:00 pm, unless an emergency delivery order is required		

**5.9. Broward County**

Municipality:		Broward County	
Contact Person	Pedro Barrios	Phone:	(954)831-4115
Deliveries		Water and Waste Water Services District #1 3701 N. State Road 7 Lauderdale Lakes, FL 33319	
Size of City-Owned Storage Tanks		26 tons	
Number of Tanks		2	
Type of Connections:		One (1) 1" vapor balance and 1 1/2" liquid fill, both standard threaded brass connections.	
Frequency of Delivery		Every 15-30 days	
Estimated annual quantity to be purchased		450 tons	
Delivery Hours		Mon-Fri 9:00 am - 3:00 pm, unless an emergency delivery order is required	

Municipality:		Broward County	
Contact Person	Jose Otero	Phone:	(954)831-4127
Deliveries		Water and Waste Water Services District #2 1390 N.E. 50 <sup>th</sup> Street Pompano Beach, FL 33064	
Size of City-Owned Storage Tanks		60 tons	
Number of Tanks		2	
Type of Connections:		One (1) 1" vapor balance and 1 1/2" liquid fill, both standard threaded brass connections.	
Frequency of Delivery		Every 15-30 days	
Estimated annual quantity to be purchased		450 tons	
Delivery Hours		Mon-Fri 9:00 am - 3:00 pm, unless an emergency delivery order is required	

## **6. AWARD AND RESERVATION OF RIGHTS**

### **6.1. Intent to Award**

If the City elects to make an award, the Contract may be awarded to the lowest responsive and responsible Bidder, or the City may, in its sole discretion, make multiple awards, including designation of a primary Contractor and one or more secondary Contractors, as determined to be in the best interest of the City and participating agencies.

In the event of multiple awards, the City may designate a primary Contractor for routine deliveries and one or more secondary Contractors to be utilized, without limitation, in the event of non-performance, inability to meet delivery requirements, emergency situations, supply constraints, or as otherwise determined by the City or participating agencies.

Participating agencies reserve the right to utilize any awarded Contractor based on availability, service requirements, pricing, geographic considerations, or operational needs.

The Awarded Bidder(s) will receive an automatically generated notice of award from the eBid System or written notification from the Procurement and Contracts Department.

The City reserves the right to postpone the award of the Contract for a period not to exceed one hundred eighty (180) days from the Bid unsealing date.

### **6.2. Reservation of Rights**

The City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, and changes in the work, and to negotiate contract terms with the Awarded Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsible, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Therefore, discrepancies between the indicated sum of any column of figures and the correctly tabulated sum of any column will be resolved in favor of the correctly tabulated sum of any column.

The City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The City also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the product in accordance with the Contract resulting from the ITB to the City's satisfaction within the prescribed time.

### **6.3. Fair Market Pricing**

The City requires that all Bidders submit cost estimates that are consistent with fair market pricing. All Bids will be reviewed to ensure that proposed costs align with current industry standards for similar projects. If any submitted Bid is found to be substantially higher or lower than what is deemed reasonable by prevailing market conditions, the City reserves the right to reject the Bid. Such determinations will consider both the overall project cost and individual line items within the Bid. The City may rely on independent evaluations, cost databases, or comparative analyses to establish fair market ranges.

In submitting a Bid, each Bidder acknowledges and agrees that:

1. Submitted proposed costs reflect competitive pricing within the industry.
2. Bidder understands and accepts that Bids with significantly inflated or deflated costs, relative to fair market standards, may be excluded from consideration without further recourse.

In evaluating Bids, the City will consider the Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the ITB or prior to the Notice of Award.

If the City is able to procure the product from the open market at a lower price during the contract term, the Contractor shall have the opportunity to meet such pricing. If the Contractor is unable or unwilling to do so, the City reserves the right to procure the product through other means.

## **7. INSURANCE REQUIREMENTS**

Insurance Requirements Attachment outlines the insurance requirements applicable to this Invitation to Bid (ITB) and forms an integral part of the Bidder's submission. Upon award of the contract, the Bidder shall obtain and maintain, at its sole expense, insurance coverage that meets or exceeds the limits and conditions specified in the Insurance Requirements Attachment. These requirements reflect the coverage deemed necessary by the City for the scope and nature of the contracted work. Participating agencies may have insurance requirements that differ from those of the City of Pompano Beach.

The awarded Contractor shall be responsible for submitting to the City, in a timely manner, Certificates of Insurance evidencing that all required coverage is in full force and effect. Each certificate must name the City as an additional insured on a primary and non-contributory basis for all applicable policies. All insurance documentation is subject to the City's review and written approval or disapproval before commencement of any work under the Contract.

## **8. STANDARD PROVISIONS**

### **8.1. Submission, Representation, and ITB Conditions**

Bids must be submitted to the City on or before the date and time specified in the solicitation. By electronically submitting a Bid, the Bidder represents and warrants that it has thoroughly examined and understands the solicitation documents; has complied with all requirements contained therein; has based its Bid upon performing and furnishing the goods and/or services in strict accordance with the solicitation documents; and acknowledges that the solicitation documents are sufficient in scope and detail to convey full understanding of all terms, conditions, and requirements for performance. The Bid shall be deemed submitted without exception unless expressly stated in the Bid at the time of submission. Exceptions, deviations, or conditions not included in the Bid at the time of submission shall not be considered after the submittal deadline.

All Bids and supporting materials submitted shall become the property of the City. The City reserves the right to postpone or cancel the solicitation, to reject any or all Bids, to waive technical or formal irregularities, and to award a contract in whole or in part if deemed in the best interest of the City. The City shall not be liable for any costs incurred by the Bidder in preparing or submitting a Bid or in connection with this solicitation.

### **8.2. Acceptance Period**

Bids submitted in response to this ITB must be valid for a period of no less than one hundred eighty (180) days from the closing date of this solicitation.

### **8.3. Withdrawal Of Bids**

A firm may withdraw its Bids without prejudice no later than the advertised deadline for submission of Bids by using the eBid System or through written communication to the Procurement and Contracts Department, 1010 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

### **8.4. Protest Procedures**

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes, must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by Bidders or by Bidders whose solicitation or award may be aggrieved. The initial protest must be addressed to the following:

Director of Procurement & Contracts, City of Pompano Beach  
1010 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

### **8.5. Familiarity With Laws**

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, and regulations that may affect its services pursuant to this ITB. Ignorance on the part of the firm will in no way relieve the firm from responsibility for compliance.

### **8.6. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reason, the Bidder's staff assigned to this project at any time. Background checks may be required at the discretion of the City.

### **8.7. Contract Terms**

The contract shall include, at a minimum, this ITB document and the successful Bidder's Bids. The City of Pompano Beach City Attorney shall prepare the contract. If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

### **8.8. Waiver**

It is agreed that no waiver or modification of the contract resulting from this ITB, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

### **8.9. Manner of Performance**

The Bidder agrees to perform its duties and obligations under the contract resulting from this ITB in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Bidder agrees that the services provided under the contract resulting from this ITB shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of the Bidder to comply with this paragraph shall constitute a material breach of contract.

### **8.10. Materials, Equipment, Quality, and Substitutions**

Unless otherwise expressly stated in the solicitation documents, all materials, equipment, and supplies provided under the resulting Contract shall be new, of the latest model, of good quality, and free from defects in workmanship and materials. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or similar items shall not be furnished without the prior written approval of the City.

Where specific materials, equipment, brands, models, drawings, or specifications are referenced in the solicitation documents, the Contract, if awarded, shall be based upon the items described therein. No substitute or "or equal" item shall be furnished unless the solicitation expressly permits substitutions and the City provides prior written approval. Requests for approval of substitute or "or equal" items, when permitted, shall be submitted in writing in accordance with the procedures outlined in the solicitation documents, and the City's determination of acceptability shall be final.

### **8.11. Occupational Health, Safety, and Hazardous Materials**

If the suppliers use, handle, store, transport, deliver, test, dispose of, or otherwise bring onto City property any chemical, biological, hazardous, toxic, or regulated substance or material in performance of the Contract, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and standards, including as applicable, OSHA requirements, EPA regulations, and Florida Statutes.

The Contractor shall provide current Safety Data Sheets (SDS) for all applicable products or substances upon request and prior to use or delivery to City property. All materials shall be properly labeled in accordance with OSHA and other applicable regulatory standards. The Contractor shall ensure proper storage, handling, transportation, disposal, and employee training related to such materials and shall implement appropriate safety procedures, including spill prevention and response protocols.

The Contractor shall be solely responsible for any violations, releases, spills, contamination, improper disposal, regulatory citations, or damages arising from its handling or use of such materials and shall immediately notify the City of any incident involving hazardous or regulated substances occurring in connection with the Contract.

Contractor shall be responsible for the proper disposal of hazardous, chemical, biological, or regulated waste in accordance with all applicable laws and shall provide documentation of lawful disposal upon request.

### **8.12. Environmental Regulations**

The City reserves the right to consider the Bidder's history of citations or violations of Environmental Regulations and investigate the Bidder's responsibility. Further, it reserves the right to declare the Bidder not responsible if the Bidder's history of violations warrants such a determination in the City's opinion. The Bidder shall submit a

complete history of all citations, violations, notices, and dispositions within the Bids. The non-submission of any such documentation shall be deemed an affirmation by the Bidder that there are no citations or violations. The Bidder shall notify the City immediately of notice of any citation or violation, which the Bidder may receive after the ITB opening date and during the time of performance of any contract/agreement awarded to it.

**8.13. Omissions**

Omissions in the specifications of the ITB, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit these Bids.

**8.14. Hold Harmless and Indemnification**

Bidder covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the Bidder, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Bidder nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

**8.15. Composition Of Project Team**

The principals and personnel named in the Bids must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

**8.16. Survivorship Rights**

This contract resulting from this ITB shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

**8.17. Termination**

The City of Pompano Beach may terminate the contract resulting from this ITB without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this ITB for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

**8.18. Governing Law**

Any agreement resulting from this ITB shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida.

**8.19. Relationship to the City**

It is the intent of the City, and the Bidder hereby acknowledges and agrees that the successful Bidder is considered to be an independent Contractor and that neither the Bidder nor the Bidder's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

**8.20. Cone of Silence**

Cone of Silence shall take effect once this solicitation is released to the General Public and shall remain in effect until the City Commission has taken final action to approve or reject an award, or otherwise terminate the solicitation. During the Cone of Silence period, Respondents to this solicitation, or persons acting on their behalf, including lobbyists, shall not communicate, directly or indirectly, regarding any aspect of this solicitation with any member of the City Commission, the City Clerk, the City Manager's Office, any Evaluation Committee member, or any other City of Pompano Beach employee, except in writing to the Procurement and Contracts Department staff as expressly permitted in this solicitation. Violation of the Cone of Silence may be grounds for rejection of a Proposal or other appropriate action as permitted by City ordinance.

### **8.21. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the Bidders as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications from Bidders that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of Bidders.

### **8.22. Conflict Of Interest**

To determine any possible conflict of interest, each Bidder must disclose if any City employee is also an owner, corporate officer, or employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Bidder must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

### **8.23. Lobbying**

No Lobbying Permitted: As to any matter relating to this solicitation, the Bidder, project team member, or anyone representing the Bidder is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Bidder's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Bidder and the Bidder's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Bids. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Bidder, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Bidder shall disclose any commitment, direct or indirect, financial or otherwise made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

### **8.24. Right to Inspect or Audit**

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Bids of Successful and Unsuccessful Bidders, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

**8.25. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**8.26. Drug-Free Workplace**

The selected firm(s) must verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute 287.087.

**8.27. Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bids on a contract to provide any goods or services to a public entity, may not submit a Bids on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**8.28. Patent Fees, Royalties, And Licenses**

If the selected Bidder requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

**8.29. Price Adjustments**

Prices offered shall remain firm for the initial thirty-six (36) month period of the Agreement. Any request for a price adjustment must be submitted in writing, with full supporting documentation, no less than ninety (90) calendar days prior to the end of the applicable contract period.

Unit price adjustments shall not be effective unless and until approved in writing by the City. Any adjustment invoiced without prior written approval shall not be paid.

The City may, at its sole discretion, consider adjustments to pricing if the cost or availability of supplies is materially affected by significant and unforeseen market volatility. In such cases, the Contractor must provide sufficient documentation demonstrating that:

- i. The volatility is due to causes wholly beyond the Contractor's control;
- ii. The volatility impacts the broader marketplace or industry, not solely the Contractor's source of supply;
- iii. The impact on pricing or supply availability is substantial; and
- iv. Continued performance under the existing pricing would result in a substantial financial hardship to the Contractor.

All approved price adjustments must be confirmed in writing by the Director of Procurement and Contracts prior to implementation.

**PRICE REDUCTIONS:** Awarded vendors may offer to the City, at any time during the Agreement period, additional discounts from the prices offered in this Solicitation and invoice less than the prices offered in their submitted Bid. If, from the date of Bid opening, the Awardee either Bids the same products at a lower price than offered to the City or reduces the price of the Bidding product to another entity, the lowest of these reduced prices shall be extended to the City.

**8.30. Invoicing/Payment**

All invoices shall be submitted via email [apcityofpompanobeach@copbfl.com](mailto:apcityofpompanobeach@copbfl.com) or by mail to the City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, Local Government Prompt Payment Act, payment shall be made within thirty (30) days after receipt of a proper invoice and acceptance of the goods or services provided.

**8.31. Taxes**

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible personal property made by contractors who use such property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

**8.32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement, or obligation under this ITB if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

**8.33. Public Records**

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes 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 for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

**8.34. Public Records Custodian:**

If the awarded Bidder has questions regarding the application of Chapter 119, Florida Statutes, to the awarded Bidder's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

**CITY CLERK**  
**100 W. Atlantic Blvd., Suite 253,**  
**Pompano Beach, Florida 33060**  
**(954) 786-4611**  
**RecordsCustodian@copbfl.com**

## **9. ADDENDA**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System is the only official method by which interpretation, clarification, or additional information can be given. If any addenda are issued for this ITB solicitation, they will be issued via the eBid System. The Bidder must obtain all Addendum/Addenda posted for this ITB in the eBid System before submitting a response to this ITB.



City of Pompano Beach  
Procurement and Contracts Department  
1010 N.E. 3rd Avenue  
Pompano Beach, Florida, 33060

**May 12, 2026**

**ADDENDUM #1**

**ITB26-036 SEFL NIGP Cooperative Purchase – Carbon Dioxide Liquid Bulk Delivery**

To Whom It May Concern,

Addendum #1 has been issued and posted on the City's eBid System.

Proposers are reminded to acknowledge receipt of this Addendum by completing the Addendum Attribute in the Attributes tab within the eBid System.

The City is issuing this Addendum to provide the insurance requirements and correct the solicitation title.

Proposers are responsible for reviewing all newly posted documents and incorporating this information into their proposals as applicable.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Michael Lee,  
Purchasing Agent

cc: website

## INSURANCE REQUIREMENTS ATTACHMENT ITB26-036

Contractor shall not commence services under the resulting Contract until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk Manager. If you are responding to this ITB and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division of the General Services Department at (954) 786-4098. If the Contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/Contract.

Contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect, and which name on a primary basis, the City as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury-approved companies/firms authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of the Contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by this Contract, including limits, coverages, or endorsements. City reserves the right, but not the obligation, to review and reject any insurer for coverage due to poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the resulting Contract.

Throughout the term of the Contract, the Contractor and all subcontractors or other agents hereunder shall, at their sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements:

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or the state in which the Contractor is obligated to pay compensation to employees engaged in the performance of the work. The Contractor further agrees to be responsible for the employment, control, and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance.

- (a) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this Contract.
- (b) Such Liability Insurance shall include the following checked types of insurance and indicated minimum policy limits.

<b>Type of Insurance</b>	<b>Limits of Liability</b>	
	Per Occurrence	Aggregate
<b>GENERAL LIABILITY:</b>		
* Policy to be written on a claims occurrence basis		
	\$1,000,000	\$2,000,000
XX comprehensive form	bodily injury and property damage	
___ premises - operations	bodily injury and property damage	
___ explosion & collapse		
___ hazard		
___ underground hazard		
XX products/completed	bodily injury and property damage combined	
___ operations hazard		
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX Independent Contractors	personal injury	
XX personal injury		
___ CG2010	ongoing operations (or its' equivalent)	
___ CG 2037	completed operations (or its' equivalent)	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	

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**AUTOMOBILE LIABILITY:** Minimum \$1,000,000 Per Occurrence and Aggregate.  
 Bodily injury (each person) bodily injury (each accident),  
 property damage, bodily injury and property damage  
 combined.

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

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**REAL & PERSONAL PROPERTY**

\* Policy to be written on a claims occurrence basis

\_\_\_ comprehensive form Agent must show proof it has this coverage.

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<b>EXCESS / UMBRELLA LIABILITY</b>		Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis			
excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000

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<b>PROFESSIONAL LIABILITY</b>		Per Occurrence	Aggregate
* Policy to be written on a claims made basis			
professional liability		\$1,000,000	\$1,000,000

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(c) If Professional Liability Insurance is required, Bidder agrees the indemnification and hold harmless provisions of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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<b>ENVIRONMENTAL / POLLUTION LIABILITY</b>		Per Occurrence	Aggregate
* Policy to be written on a claims-made basis			
XX environmental/pollution liability		\$1,000,000	\$1,000,000

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<b>CYBER LIABILITY</b>		Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis			
		\$1,000,000	\$1,000,000

- \_\_\_ Network Security / Privacy Liability
  - \_\_\_ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
  - \_\_\_ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
  - \_\_\_ Coverage shall be maintained in effect during the period of the Contract and for not less than four (4) years after termination/ completion of the Contract.
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3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of the Contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
- a) Certificates of Insurance evidencing the required coverage;

- b) Names and addresses of firms providing coverage;
- c) Effective and expiration dates of policies; and
- d) A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an Contract on a pre-loss basis.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of Contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/09/2025

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> American Air Liquide Inc. Airgas, Inc. 259 N. Radnor Chester Road Radnor PA 19087-5240 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Starr Indemnity & Liability Company		38318
	INSURER B: Starr Specialty Insurance Company		16109
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570116125135      **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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested		
							LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			1000090660251	07/01/2025	07/01/2026	EACH OCCURRENCE	\$2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000	
								MED EXP (Any one person)	\$1,000
								PERSONAL & ADV INJURY	\$2,000,000
								GENERAL AGGREGATE	\$6,000,000
						PRODUCTS - COMP/OP AGG	\$6,000,000		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000635788251 AOS	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
				1000635789251 MA	07/01/2025	07/01/2026	BODILY INJURY (Per person)		
							BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			1000095524251	07/01/2025	07/01/2026	EACH OCCURRENCE	\$5,000,000	
							AGGREGATE	\$5,000,000	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	1000004702 FL, MA	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
				1000004704 WI	07/01/2025	07/01/2026	E.L. EACH ACCIDENT	\$1,000,000	
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000	
							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.

**APPROVED** *Brittney Dixon*  
By Brittney Dixon at 2:49 pm, Oct 15, 2025

<b>CERTIFICATE HOLDER</b>  City of Pompano Beach Building Dept. 100 West Atlantic Blvd. Pompano Beach FL 33061 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570116125135





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED American Air Liquide Inc.	
POLICY NUMBER See Certificate Number: 570116125135			
CARRIER See Certificate Number: 570116125135	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**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: 7/01/2025 - 7/01/2026  
 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: 7/01/2025 - 7/01/2026  
 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: 7/01/2025 - 7/01/2026  
 Insurer: Starr Indemnity & Liability Company  
 Limits: Same as the workers Compensation and Employers Liability limits shown on the first page of the certificate

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 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.