

Telephone: _____ Fax: _____



Legislation Details

File #:	26-412	Version:	1	Name:	
Type:	Approval Request / Consent Agenda	Status:		Passed	
File created:	6/11/2026	In control:		City Commission	
On agenda:	6/23/2026	Final action:		6/23/2026	
Title:	Approval to award ITB26-036 Carbon Dioxide, Liquid, Bulk Delivery (Co-operative Bid) to the responsive, responsible bidder Airgas USA, LLC, to establish an annual contract. The estimated annual cost to the City for carbon dioxide is \$220,000. (Fiscal Impact: \$220,000)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. Purchasing Memo Award ITB26-036 Carbon Dioxide Liquid Bulk Delivery Co-op Bid.pdf, 2. City Manager Memo for Carbon Dioxide Liquid Bulk Delivery.pdf, 3. Bid Award Recommendation.pdf, 4. ITB26-036 Carbon Dioxide Liquid Bulk Delivery.pdf, 5. Certificate of Compliance.pdf				

Date	Ver.	Action By	Action	Result
6/23/2026	1	City Commission		

ITB #:	<u>ITB26-036</u>	Tentative City Commission Meeting Date*:				<u>TBD</u>
ITB Title:	<u>SEFL NIGP Cooperative Purchase – Carbon Dioxide Liquid Bulk Delivery</u>	# Notified:	<u>356</u>	# Downloaded:	<u>3</u>	
	<u></u>	# of Responses Rec'd:	<u>2</u>	# of “No Bids”:	<u>0</u>	
For:	<u>Utilities Department</u>	ITB Opening Date:	<u>05/18/2026</u>			
	(Department)					

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the eBid System, IonWave, and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1101 NE 5th Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The "Cone of Silence" shall terminate upon the City's award or approval of a contract, rejection of all Proposals or responses, or any other formal action that concludes the solicitation or other procurement process. For confirmation of the official termination date of the Cone of Silence, contact the Purchasing Agent of record.

RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received two (2) bids in response to ITB26-036 SEFL NIGP Cooperative Purchase – Carbon Dioxide Liquid Bulk Delivery.

Bidder	Response Total
Airgas USA, LLC (Airgas, Inc.)	\$2,360,000.00
Broward Nelson Fountain Service	\$5,520,000.00

Pursuant to Section 4.2.3 of the Invitation to Bid, the award shall be made to the lowest responsive and responsible bidder.

Responsiveness Review:

In accordance with Section 6.1 of the ITB, Procurement and Contracts evaluated the responsiveness of the two bids received. Both bids were deemed responsive.

Recommendation

Airgas USA, LLC (Airgas, Inc.) submitted the lowest responsive and responsible bid and provided documentation meeting all requirements of the ITB. Therefore, it is recommended to bring to the commission **Airgas USA, LLC (Airgas, Inc)** for the award.

By: Michael Lee Dated: June 9, 2026
(Purchasing Agent)

Florida's Warmest Welcome



ITB26-036 Addendum 1

Airgas USA, LLC

Airgas, Inc.

Supplier Response

Event Information

Number: ITB26-036 Addendum 1
Title: SEFL NIGP Cooperative Purchase - Carbon Dioxide Liquid Bulk Delivery
Type: Invitation To Bid
Issue Date: 4/16/2026
Deadline: 5/18/2026 02:00 PM (ET)
Notes: 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. 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.

Contact Information

Contact: Mr. Eric Seifer Purchasing Supervisor
Address: Purchasing
1010 NE 3rd Avenue
Pompano Beach, FL 33060
Phone: (954) 786-4166
Fax: (954) 786-4168
Email: eric.seifer@copbfl.com

Airgas USA, LLC Information

Contact: Katey Shartzter
Address: 5249 Tampa West Blvd.
Tampa, FL 33634
Phone: (813) 220-8881
Email: Katey.shartzter@airgas.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Katey J. Shartzter

Signature

Submitted at 5/18/2026 09:43:13 AM (ET)

katey.shartzter@airgas.com

Email

Supplier Note

Please note that all three Coral Spring pool locations should be submitted on a separate bid. The current bid is intended exclusively for bulk CO2 gas.

Requested Attachments

Product Analysis

2026-2028 Airgas
LCO2_COC_Bev Grade_Lot_Star
MS.pdf

Upload a representative certificate of analysis (COA) or product specification sheet for the liquid carbon dioxide offered, identifying purity and any impurities.

NSF Certification

2022 WQA NSF CERT_STAR_MS
(1).pdf

Upload proof of certification demonstrating that the product complies with NSF/ANSI/CAN Standard 60 (latest edition) for use in drinking water treatment.

Safety Data Sheet (SDS)

Carbon Dioxide, Refrigerated
Liquid SDS 001181 - Issue 5-1-
2020 (2).pdf

Upload the current Safety Data Sheet for the product offered.

Reference List / Client List

Reference List.docx

Bidder shall provide a minimum of three (3) references for similar services (bulk liquid carbon dioxide or comparable chemical delivery), preferably municipal or utility clients.

Each reference shall include:

- Agency/Company Name
- Contact Person
- Title
- Phone Number
- Email Address
- Brief description of services provided

Failure to provide the required reference information may result in the Bidder being deemed non-responsive.

Response Attachments

Insurance rider 5-13 (1).docx

Airgas Insurance Rider

The City of Pompano Beach Disclaimer Letter.docx

Disclaimer Letter

Bid Attributes

1 Terms & Conditions

Contractor acknowledges that it has read, understands, and agrees to be bound by all terms, conditions, and specifications contained in this solicitation and any resulting contract. Failure to comply may result in rejection of the response or termination of any resulting agreement.

☒ Agree

2 Acknowledgement of Addenda

Contractor acknowledges receipt of all addenda issued for this solicitation and certifies that all addenda have been reviewed and incorporated into its response. Failure to acknowledge all addenda may result in rejection of the response as non-responsive.

☒ Agreed

3 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. Select yes for Agree, No for disagree on the drop down menu.

Yes

4 Drug-Free Workplace

Contractor certifies that it has implemented and maintains a drug-free workplace program in accordance with Section 287.087, Florida Statutes.

Yes

5 Conflict of Interest

Contractor certifies that it has disclosed any potential conflict of interest, including whether any City of Pompano Beach employee is an owner, officer, or employee of the Contractor's firm. If such a relationship exists, Contractor shall comply with applicable disclosure requirements pursuant to Chapter 112, Florida Statutes. Failure to disclose may result in disqualification or termination of any resulting contract.

No

6 If yes, provide details.

N/A

7 Business in Good Standing (Florida Division of Corporations)

Is the proposer an active business entity in good standing with the Florida Division of Corporations (Sunbiz)?

Yes

8 Pricing Compliance

Bidder acknowledges that all pricing submitted is fully all-inclusive in accordance with Section 4.2 and that no additional charges will be invoiced except as expressly permitted in the ITB.

9 Telemetry Compliance

Bidder acknowledges that no separate charges for telemetry or monitoring will be assessed unless specifically requested and authorized by the City or participating agency.

10 Emergency Pricing Disclosure

Bidder confirms that all emergency and after-hours delivery pricing has been fully disclosed in the pricing section and no additional charges will apply.

11 Equipment Compatibility

Bidder confirms ability to service all participating agency facilities using existing equipment without requiring modifications, upgrades, or replacements.

12 Standard Delivery Lead Time (Hours)

Provide standard delivery lead time (in hours) from order placement.

13 Emergency Response Time (Hours)

Provide estimated response time for emergency delivery (in hours).

14 48-Hour Requirement

Bidder confirms ability to meet the 48-hour delivery requirement specified in the ITB under normal operating conditions.

15 Primary Supply Source

Identify primary source of liquid CO2 supply (plant/location).

16 Backup Supply Source

Identify backup supply source in the event of disruption.

17 Fleet Capacity

Number of delivery trucks available for this Contract.

18 Years in Business

Provide the number of years the Bidder has been in business supplying similar products/services.

19	NSF/ANSI 60 Compliance Product complies with NSF/ANSI Standard 60. Yes
20	Environmental Compliance Certification Bidder certifies that it is in compliance with all applicable environmental laws and regulations and has no outstanding violations that would impact its ability to perform this Contract. Yes
21	Delivery Coverage Confirmation Bidder confirms its ability to service the participating agencies listed in this ITB and agrees to extend the same pricing, terms, and conditions to other governmental entities participating in the SEFL NIGP Cooperative, if requested. Yes
22	Cooperative Purchasing If awarded, the Bidder may agree to extend the same pricing, terms, and conditions to other governmental entities. Participation is optional and will not be considered in the award. Any such purchases shall be made directly between the vendor and the participating entity, and the City shall not be a party to those transactions. Yes

Bid Lines

1	Package Header Only Item 1 (Liquid CO2 Delivered) will be used for award evaluation. All other pricing is for informational purposes only. Quantity: <u> 1 </u> UOM: <u> EA </u> Total: \$2,360,000.00 Package Items 1.1 Liquid Carbon Dioxide (CO2), bulk delivery, all-inclusive pricing in accordance with Section 4.2 of the ITB. Pricing shall include all delivery, labor, equipment, and associated costs required to complete delivery. Quantity is an estimated annual usage for evaluation purposes only and does not represent a guarantee of purchase. Quantity: <u> 4000 </u> UOM: <u> Ton </u> Unit Price: \$590.00 Total: \$2,360,000.00 Supplier Notes: \$590.00/ton or \$0.295/lb
2	Package Header Emergency Delivery Pricing (Not for Award) <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> EA </u> Total: \$0.00 Package Items 2.1 Emergency Delivery (within standard hours), per occurrence. Informational pricing only – not used for award. Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: \$0.00 Total: \$0.00 2.2 After-hours delivery, per occurrence. Informational pricing only – not used for award. Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: \$0.00 Total: \$0.00

2.3 Weekend/Holiday delivery, per occurrence. Informational pricing only – not used for award.

Quantity: 1 UOM: EA Unit Price: Total:

3 Package Header

Optional/Ancillary Pricing (Not for Award)

(Line excluded from response total)

Quantity: 1 UOM: EA Total:

Package Items

3.1 Telemetry Equipment/Monitoring (monthly). Informational only – not used for award.

Quantity: 1 UOM: EA Unit Price: Total:

3.2 Tank Rental (monthly). Informational only – not used for award.

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

3.3 Equipment Installation (one-time). Informational only – not used for award.

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

Response Total: \$2,360,000.00