

**CITY CLERK
ORIGINAL**

C-10287
09/22/2015

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRIDGESTONE HOSEPOWER, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 22 day of September, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Bridgestone Hosepower, LLC, a Delaware limited liability corporation licensed to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On 9/3/2013, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Scottsdale entered into a contract with Contractor to purchase the goods and services described in the Hydraulic & Air Conditioning Hoses & Fittings Contract 13PB052, which is attached hereto as Exhibit A. The Hydraulic & Air Conditioning Hoses & Fittings Contract permits its cooperative use by other governmental agencies including the City. The Hydraulic & Air Conditioning Hoses & Fittings Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was 9/3/2013, until the date the contract expires on 8/31/2016), unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The

Cooperative Purchasing Agreement, however, may not extend the contract beyond 8/31/2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until 8/31/2016). The City, however, may renew the term of this Agreement for 2 one-year periods until the Cooperative Purchasing Agreement expires on 8/31/2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-five thousand dollars (\$45,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Ave. Suite 111
Glendale, Arizona 85301-1700
623-930-2621

and

Bridgestone Hosepower

Peter R. Osterman, Jr.
50 Industrial Loop N
Orange Park FL 32073
(904) 264-1267

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By:


Richard A. Bowers
Acting City Manager

“Contractor”

Bridgestone Hosepower
a Delaware limited liability corporation

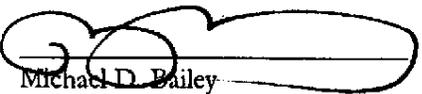
By:


Name: Peter R. Osterman, Jr.
Title: Sr Vice President/CFO

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRIDGESTONE HOSEPOWER, LLC**

EXHIBIT A

City of Scottsdale Hydraulic & Air Conditioning Hoses & Fittings Contract 13PB052)



Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

August 3, 2015

Jerry Sawyer
HosePower
3327 N.29th Ave.
Phoenix, AZ 85017

Re: Contract: 13PB052
Hydraulic and A/C Hoses and Fittings

Dear Mr. Sawyer:

Pursuant to your email dated June 9, 2015 and the contract terms and conditions, the City of Scottsdale hereby extends Contract 13PB052 for Hydraulic and A/C Hoses and Fittings for a period of one (1) year. All terms, conditions and pricing shall remain the same.

Contract terms and conditions require current certificates of insurance for Commercial General Liability, Vehicle Liability, and Workers Compensation/ Employer's Liability be on file with the City of Scottsdale. **The certificate(s) provided shall list the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, and include a waiver of subrogation against the City of Scottsdale.** Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

Commercial General Liability:	\$1,000,000 each occurrence \$2,000,000 Products-Completed Operations Aggregate \$2,000,000 General Aggregate Current certificate on file <u>valid through 10/1/2015</u>
Vehicle Liability Insurance:	\$1,000,000 each accident Current certificate on file <u>valid through 10/1/2015</u>
Workers Compensation and Employer's Liability Insurance:	\$100,000 each accident \$100,000 Disease each employee \$500,000 Disease policy limit Current certificate on file <u>valid through 10/1/2015</u>

Please email, fax or mail to my attention a current ACORD Certificate of Liability Insurance that covers all of the insurance requirements that are indicated above as being **EXPIRED OR MISSING**. Please make sure that the certificate(s) supplied lists the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale, and a reference to the Contract Number 13PB052, Copies of the insurance certificates should also be sent to the Contract Administrator.

Failure to supply and keep current the required insurance certificates may render this extension void.

When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below and copies should be sent to the Contract Administrator.

The new term of the extension shall be from September 1, 2015 through August 31, 2016. All provisions of the contract shall remain in effect during the new contract period.

If you have any questions, please contact me. Thank you.

Sincerely,



--

Cheryl Champine, CPPB, PSCM | Bid & Contract Specialist | Purchasing Department | City of Scottsdale

☎ 480-312-5719 | ✉ cchampine@ScottsdaleAZ.gov | 📠 480.312.9019 | 🌐 <http://www.scottsdaleaz.gov/Purchasing>

cc: Jesse Montano
Contract Administrator
City of Scottsdale

Purchase Order Date: 7/2/2015

PO # P00314067

Reference Purchase Order Number on all documents pertaining to this order.

Direct all invoices to:

City of Scottsdale Attn: Accounts Payable
7447 E. Indian School Rd Ste 210
Scottsdale, AZ 85251
Phone 480-312-2432

CITY OF SCOTTSDALE PURCHASE ORDER



PURCHASING OFFICE
9191 E. SAN SALVADOR DR
SCOTTSDALE, AZ 85258
Phone (480) 312-5700
Fax (480) 312-5701

ATTN:
HOSEPOWER USA

3327 N 29TH AVENUE
PHOENIX, AZ 85017

VENDOR #: 144697

REQUIRED DATE: 6/30/2016

Terms: NET 25 DAYS

Ship To: CITY OF SCOTTSDALE

ATTN: FLEET

9191 E SAN SALVADOR DR
SCOTTSDALE, AZ 85258

Any additional delivery instructions are provided below

CONTRACT # / SOLICITATION # (IN ACCORDANCE WITH): 13PB052

All terms and conditions of the Contract # above control over any and all terms and conditions of this Purchase Order.

FYLOAD16 - THIS IS A BLANKET PURCHASE ORDER (PO) TO PROVIDE GOODS AND/OR SERVICES ON AN AS REQUIRED BASIS. DO NOT SHIP OR BEGIN SERVICES WITHOUT THE AUTHORIZATION OF A CITY OF SCOTTSDALE BUYER, CONTRACT ADMINISTRATOR OR DESIGNEE:

THIS BLANKET PO IS VALID FROM 07/01/2015 THROUGH THE CONTRACT TERM DATE UNLESS EXTENDED BUT NOT BEYOND 06/30/2016.

TOTAL PRICE NOT TO EXCEED (NTE) PURCHASE ORDER VALUE. PURCHASE ORDER VALUE IS NOT A GUARANTEE OF USAGE. ACTUAL TOTAL VALUE OR ORDERS PLACED AGAINST THIS BLANKET PURCHASE ORDER MAY VARY SIGNIFICANTLY.

ALL SHIPMENTS OR SERVICES SHALL BE PROVIDED ONLY WHEN REQUESTED BY A CITY OF SCOTTSDALE BUYER, CONTRACT ADMINISTRATOR OR DESIGNEE.

ALL SPECIFIC PRICING AND RATES ARE TO BE IN ACCORDANCE WITH THE REFERENCED CONTRACT OR SCOPE OF WORK (SOW).

AS APPLICABLE - NO WORK SHALL PROCEED AGAINST THIS BLANKET PURCHASE ORDER UNTIL A CITY OF SCOTTSDALE CONTRACT ADMINISTRATOR ADVISES ACCEPTANCE OF ANY ESTIMATES, QUOTES OR REPAIR WORK.

LINE	QTY	UOM	DESCRIPTION	DSCR. CONT'D/PART #/ ITEM #	PRICE	EXTENSION
1	1	LS	HYD&A/C HOSE FITGS & HOSE		45,000.00	45,000.00
COS CONTACT: JESSE MONTANO (480) 312-5571						

ACKNOWLEDGEMENT

VENDOR: SIGN, DATE & RETURN A COPY TO BUYERS ATTENTION.

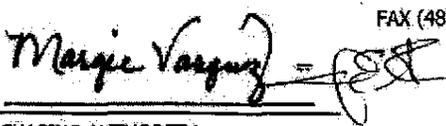
We hereby acknowledge receipt of your order for the above products/services, agree to be bound by the terms and conditions adopted by reference above under the Contract #/Solicitation # to make shipment/perform as specified on the order.

BY: _____ DATE: _____

PRINTED NAME: _____

CITY OF SCOTTSDALE
W.J. "Jim" Lane, MAYOR

BUYER: MARGIE VASQUEZ
MVASQUEZ@SCOTTSDALEAZ.GOV
PHONE (480) 312-5715
FAX (480) 312-9135

BY: 
PURCHASING AUTHORITY

TRADE IN AMOUNT (if applicable):	\$0.00
SUB TOTAL:	\$45,000.00
TAX (if applicable):	\$0.00
FREIGHT CHARGES:	No Freight Allowed
TOTAL:	\$45,000.00

Under no circumstances is anything written below this line considered a part of this Purchase Order.

INVITATION FOR BID



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

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HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

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INSTRUCTIONS TO BIDDERS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

The City of Scottsdale invites sealed submittals for the provision of hydraulic & air conditioning fittings and hoses for the City's Fleet Division.

SOLICITATION CRITICAL DATES

BID/PROPOSAL SUBMITTAL DUE:	<u>2:00 P.M., LOCAL TIME, AUGUST 22, 2013</u>
QUESTIONS DUE:	<u>2:00 P.M., LOCAL TIME, AUGUST 8, 2013</u>
APPROVED ALTERNATE SUBMITTALS DUE:	<u>2:00 P.M., LOCAL TIME, AUGUST 8, 2013</u>

1. SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until 2:00 P.M., LOCAL TIME, AUGUST 22, 2013, at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date. LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No Submittal will be considered unless it is submitted on the forms contained herein. **All submittals must be presented in a sealed envelope or box.** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

2. PRE-BID CONFERENCE

(Not Applicable)

3. INFORMATION REQUESTS

Requests for additional information relating to this bid should be directed to:

Jim Swaziek
Bid & Contract Specialist
480-312-5719
jswaziek@scottsdaleaz.gov

INSTRUCTIONS TO BIDDERS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

4. SOLICITATION QUESTIONS

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to Jim Swaziek, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff, jswaziek@scottsdaleaz.gov, where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **2:00 P.M., LOCAL TIME, AUGUST 22, 2013**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

5. APPROVED ALTERNATES

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

INSTRUCTIONS TO BIDDERS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

5. APPROVED ALTERNATES – CONT'D

- a. The Bidder shall submit a written Request for Alternate to the contact person listed on page one of this solicitation at least eight (8) days prior to the original deadline for receiving Bids. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with Solicitation Number and **"REQUEST FOR APPROVED ALTERNATE"**. Requests must be time stamped by the Purchasing Division by **2:00 P.M., LOCAL TIME, AUGUST 22, 2013**. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

- b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the Solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.
- c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.
- d. For purposes of submitting a Request for Approved Alternate, the "bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the definition of bidder.

6. ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document., unless the approved alternate clause has been deemed not applicable.

INSTRUCTIONS TO BIDDERS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

7. PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets (if applicable), invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/Purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

8. DOWNLOADING SOLICITATIONS

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the City website at www.scottsdaleaz.gov in order to be notified of associated addenda.

9. EMAIL NOTIFICATION

The City of Scottsdale does not maintain a bidder list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – www.scottsdaleaz.gov

10. CITY OF SCOTTSDALE PROCUREMENT CODE

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website:

http://www.scottsdaleaz.gov/Purchasing/Procurement_Code

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

11. PROSPECTIVE BIDDER'S CONFERENCE

A prospective bidder's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

INSTRUCTIONS TO BIDDERS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

12. BIDDER'S PRESENTATION

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

13. INELIGIBLE BIDDER

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Offeror on the solicitation for which they prepared the specification.

14. OBLIGATIONS

The issuance of this Solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

15. NON COLLUSION AFFIDAVIT

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions so as to make sure the preparation of their bid or proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

16. IMMIGRATION LAW COMPLIANCE

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A) or will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Submittal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

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16. IMMIGRATION LAW COMPLIANCE – CONT'D

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors.

17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right under Forms.

18. TAXES/LICENSES

Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

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18. TAXES/LICENSES – CONT'D

Transaction Privilege (Sales) Taxes on the City:

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the state of Arizona the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes the City will self-accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain Business Services and Activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional license. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/licenses/boplicense>

Bidder is solely responsible for any and all tax obligations which may result out of the bidder's performance of this contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the bidder.

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18. TAXES/LICENSES – CONT'D

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Bids will be evaluated and recommended for award based on the total bid cost including tax.

19. CONTRACTOR'S LICENSING REQUIREMENTS

The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

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20. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

21. SUBCONTRACTOR'S LIST

If, at the time of bidding, any bidder intends to subcontract any portion of this contract, the bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

22. SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

23. CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of a submittal document in the event a public inspection request is made.

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23. CONFIDENTIAL INFORMATION – CONT'D

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After contract award, and unless otherwise instructed by the bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

24. SMALL BUSINESS

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

25. INTERPRETATIONS, ADDENDA

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitations Questions Clause.

Any Addenda issued by the City during the time of bidding are to be included in the Submittal, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided or by signing the Offer and Acceptance Form. Failure to indicate receipt of addenda may result in a bid submittal being rejected as non-responsive.

A Notice of Addenda will be emailed to those who have provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. A viewing copy of the Addenda will also be available wherever the Solicitation Documents are kept.

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26. SUBMITTAL PROCEDURE

No submittal will be considered unless it is submitted on the bid forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed, including the acknowledgement of any and all addendum that was issued. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign contract documents for the contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one bidder or one legal entity. The Submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

If you wish to mail your submittal please note that it is the submitter's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

At any time prior to the specified solicitation due time and date a Bidder may withdraw the bid. Faxed withdrawals will not be considered.

Submittals received by the City with the signed Offer on the Offer and Acceptance form/Proposal Signature document constitutes a legally binding offer by the contractor.

27. AWARD DETERMINATION

Bids will be evaluated and recommended for award based on the total bid cost excluding all applicable taxes.

The total bid cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid.

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27. AWARD DETERMINATION – CONT'D

The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

In the event of an "Add Alternate" bid, in order to keep the project within the budget, the City will use the "alternate add" bidding process. Under this procedure, the City will award the contract to the lowest responsive bidder considering the sum of the "base bid" and those "alternate bid items" which are within the budget. City will select the alternates in the order specified in the bid tabs. The City reserves the right not to select any item in the "alternate bid".

28. REJECTION OF BIDS

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any bidder who has previously failed to perform competently in any contract with the City.

29. PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those contracts being awarded by City Council (i.e. ,for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded contracts. Award of contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:
State the name and address of the aggrieved person.
Identify the contracting activity and the number of the solicitation.

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29. PROTESTS – CONT'D

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protestor shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protestor believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: James Flanagan, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

If the director determines a hearing is appropriate under the circumstances, the director shall notify the protestor of the time and place set for a hearing on the protest. The director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

30. CONTRACT AWARD NOTIFICATION

Intent to Award notices for contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0>

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30. CONTRACT AWARD NOTIFICATION – CONT'D

The City Council must approve award of contracts for construction and professional services exceeding the formal procurement limit. Any contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

31. AWARD OF CONTRACT

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the Solicitation, the contractor is making a non contingent offer to contract with the City strictly based upon the terms, conditions, and specifications contained in the City's solicitation. The City is under no obligation to accept any identified exceptions. These Bid or Proposal offers do not become contracts until after the Purchasing Director has signed the Acceptance portion of the Offer/Acceptance Form. The contract is then considered awarded to the successful contractor, eliminating the signing of a separate contract.

For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

The effective date of this contract shall be the date the Purchasing Director signs the Offer and Acceptance form, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this contract until the contractor receives a purchase order document or separate Notice to Proceed.

Once the City has awarded the contract by signing the acceptance portion of the Offer/Acceptance Form, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the purchase order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated 10 calendar days they may be considered in default and may risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

32. BID BOND

(Not Applicable)

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1. ADDITIONAL SERVICE REQUESTED

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

2. ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale.

3. ARIZONA LAW

The Contract and all Contract Documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

4. ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

5. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6. AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

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7. CANCELLATION OF CITY CONTRACTS

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

8. CAPTIONS/HEADINGS

The headings used in the Contract Documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

9. CERTIFICATE OF INSURANCE

The successful vendor(s) will be required to furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD™ form or its equivalent when separate insurance requirements are listed under clause #29-Insurance Requirements. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on our Vendor Resources webpage under forms at: <http://www.scottsdaleaz.gov/Purchasing>. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and/or may be cause for contract default. Additionally, Certificates of Insurance submitted without referencing the Solicitation Number will be subject to rejection and discarded.

10. CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change orders to contracts may be executed, according to established rules, when provided for in the original contract.

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10. CHANGES IN THE WORK – CONT'D

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

11. CHEMICALS

Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Bidder and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any subcontractor who works on this Contract to ensure that the Bidder or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

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12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D

The City will not consider the Bidder or any of its subcontractors in material breach of this Contract if the Bidder and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Bidder enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

13. COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Bidder must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

14. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

15. CONTRACT ADMINISTRATOR DUTIES

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.

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16. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

17. CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the Bidder certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

18. CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

19. COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

20. ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

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21. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

22. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Bidder will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

23. ESTIMATED QUANTITIES

All Quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

24. EXECUTION OF CONTRACT

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 form and other documentation required to issue the purchase order or notice to proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

25. FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

26. FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CONTRACTOR at least 30 days before the end of its current fiscal period and will pay the CONTRACTOR for all approved charges incurred through the end of this period.

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27. INDEMNIFICATION

To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions by Bidder relating to work or services performed under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Bidder's and Subcontractor's employees.

Insurance provisions set forth in this agreement, if any, are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

28. INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

29. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

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29. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract, but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required for the 3 year period.

Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

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29. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

Evidence of Insurance

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates must specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

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29. INSURANCE REQUIREMENTS – CONT'D

Required Coverage – Cont'd

Vehicle Liability

Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Workers Compensation Insurance

Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

30. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

31. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

32. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

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33. NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

34. NO WAIVER

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

35. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this solicitation or resulting contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the solicitation
3. General Terms & Conditions of the solicitation
4. Statement or Scope of Work (SOW)
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the solicitation or contract

36. PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

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37. PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD, #210
SCOTTSDALE, ARIZONA 85251-4468

38. PRICE REDUCTION

If Contractor's, manufacturer, or supplier at any time during the course of this contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

39. RECORDS AND AUDIT RIGHTS

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

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39. RECORDS AND AUDIT RIGHTS – CONT'D

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

40. REGISTERED/LICENSES

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

41. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

42. RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

43. SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

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44. SEVERABILITY

If any provision of the Contract Documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

45. SUCCESSORS AND ASSIGNS

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

The CONTRACTOR and the City agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the CONTRACTOR, its successors and assigns, including any individual, company, partnership or other entity with or into which the CONTRACTOR merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the CONTRACTOR sells its assets.

46. TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

Cancellation for Cause: City may also terminate this contract or any part hereof with seven (7) days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause.

In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

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47. TESTING OF MATERIALS

When required in the course of any service or contract the procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

48. TIME IS OF THE ESSENCE

The City and the CONTRACTOR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.

49. WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

SPECIAL TERMS AND CONDITIONS



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1. ACCEPTANCE / AGREEMENT

Any agreement made pursuant to this solicitation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept the Agreement in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to a bid and if any of the terms therein are additional to or different from any terms of such bid, then the issuance of the Agreement by the City shall constitute an acceptance of such bid subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

2. ACCOUNT SERVICE SCHEDULE

The Contractor shall be required to visit the City of Scottsdale Fleet Maintenance Facility (located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258), a **MINIMUM** of once every month. During these visits, the Contractor shall be required to check that all the catalogs covered by the scope of this bid are current and in good serviceable condition. The Contractor shall also see the Contract Administrator or designee, and make sure all returns are taken care of and shall address any other problems or questions that may have arisen during the period preceding the current visit.

3. CATALOGS

The Contractor shall provide electronic catalogues (including cross-referencing capabilities) and ordering via the internet at no cost to the City of Scottsdale. Such service shall be in place within two (2) weeks of contract award.

The City would prefer electronic catalogs.

The City would also prefer ordering capabilities via the internet.

4. CITY OBSERVED HOLIDAYS

City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

SPECIAL TERMS AND CONDITIONS



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4. CITY OBSERVED HOLIDAYS – CONT'D

City Holidays Include: New Years, Martin Luther King, Presidents, Memorial, July 4th, Labor Day, (Thanksgiving – Thursday and Friday of the third week in November), Christmas.

- | | |
|---------------------------|--|
| a. Independence Day | July 4th (or Friday before or Monday after) |
| b. Labor Day | 1st Monday in September |
| c. Thanksgiving Day | 4th Thursday in November |
| d. Day after Thanksgiving | 4th Friday in November |
| e. Christmas Day | December 25th (or Friday before or Monday after) |
| f. New Year's Day | January 1st (or Friday before or Monday after) |
| g. Martin Luther King Day | 3rd Monday in January |
| h. President's Day | 3rd Monday in February |
| i. Memorial Day | Last Monday in May |

5. FREIGHT

All shipments of goods covered under the scope of this contract are F.O.B. City of Scottsdale. All standard freight and/or delivery charges shall be included in the unit pricing bid herein. The only allowable freight and/or delivery charges shall be if the Contract Administrator specifically requests other than standard freight and/or delivery (e.g., overnight delivery, etc.). Special freight charges shall be quoted to and authorized by the Contract Administrator prior to invoicing.

6. FUEL SURCHARGES

Fuel surcharges shall NOT be allowable during the term of this contract.

7. INVOICING

All invoices submitted for work done under the scope of this contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

SPECIAL TERMS AND CONDITIONS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

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8. PRICING

Pricing shall be listed on the Bid Form page. Prices bid by the Bidders shall be applicable during the entire initial term of the contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Bid Form herein. Bidders failing to comply with this requirement may be declared non-responsive.

Pricing shall be calculated as a percentage discount applied against a Manufacturer's price list (e.g., twenty-five percent (25%) off of list price, fifteen percent (15%) off of jobber price, etc.). **The discount structure quoted by the Bidder shall be applicable during the entire term of the contract including all applicable extensions.** The prices listed on the Bid Form pages **MUST** reflect the pricing discount structure listed on the Bid Form contained in this Solicitation.

A change in pricing may only be requested by the Contractor, thirty (30) days prior to the annual anniversary date of the Contract. The **ONLY** allowable change in pricing shall be an update of the Manufacturer's price sheet. The price sheet structure **MUST** remain the same (i.e. If the Contractor originally bid Jobber Price less fifteen percent (15%) and submitted the Manufacturer's Jobber Price Sheet, at the anniversary date of the contract the **ONLY** change the Contractor can make in regards to pricing is to replace the old Jobber Price Sheet with a current Jobber Price Sheet). No change to the discount percentage shall be allowed. Price sheets can only be updated thirty (30) days prior to the annual anniversary date of the Contract. Failure to request a price sheet change in the timeframe specified herein may result in the denial of any increase requested.

9. PRODUCT TESTING AND QUALITY CONTROL

The City of Scottsdale reserves the right to perform periodic, random, unannounced, testing of any goods delivered under the scope of this contract. The goods shall be tested for conformance to the specifications contained herein. The Contractor shall have twenty-four (24) hours to replace any goods failing the tests conducted by an independent laboratory, at no additional charge to the City of Scottsdale. Furthermore, all costs associated with the failed testing shall be borne by the Contractor.

Three (3) failed test reports within a twelve (12) month period may result in the contract being terminated.

The Contract Administrator or designee will monitor warranty issues by the Contractor. Warranty issues shall average less than five percent (5%) monthly. Warranty issues that exceed five percent (5%) for two (2) consecutive months may result in the contract being terminated.

10. QUALITY STANDARDS OF MATERIAL

If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s)/services(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

SPECIAL TERMS AND CONDITIONS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

11. QUANTITY

The estimated quantities that will be required during the initial term of this contract are indicated on the Bid Form contained herein.

The actual service requests, and service requests for future years may be more or less, and any quantities listed herein should be used for information purposes only.

The estimated quantities that will be required during the initial term of this contract are indicated on the Bid Form contained herein.

Estimated yearly expenditures from the City's current contract have been approximately fifty thousand dollars (\$50,000) for hydraulic and air conditioning hoses and fittings. Actual purchases will vary based on the needs of City of Scottsdale's Fleet Division and the parts available through the contracted vendor. The above figure is for information purposes only.

The inventory of items listed herein are indicative to the types and an estimated quantity of Flextral parts currently used by the City of Scottsdale. The list is not to be construed as the complete inventory utilized by the City of Scottsdale and is not to be construed as requiring the City of Scottsdale to purchase any specific items or quantities. The list of items and quantities as stated on the Bid Form are furnished to aid the Bidder in internal planning of award.

As the needs of the City of Scottsdale change, it may be necessary to return parts, which were purchased under the scope of this contract and are regularly stocked items by the Contractor. The City of Scottsdale will not authorize payment for any restocking charges or allow time limitation restraints for parts returned for credit during the term of this contract, providing said parts were purchased during the contract period from the Contractor. Credit memos are to be issued for such returns.

12. SINGLE AWARD

The City of Scottsdale reserves the right to award this solicitation as deemed in the best interest of the City. While multiple awards are possible, the preferred procedure is to make a single award as a result of this solicitation process.

13. TERM OF AGREEMENT

The term of this Contract shall be for a one year period from the effective date of acknowledgment of the Acceptance of Offer/Notice of Award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director.

14. WARRANTY REQUIREMENTS

All workmanship and materials provided under the scope of this Solicitation shall be warranted for a **MINIMUM** of six (6) months.

SPECIAL TERMS AND CONDITIONS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

14. WARRANTY REQUIREMENTS – CONT'D

ALL WARRANTIES SHALL START FROM THE CITY OF SCOTTSDALE IN SERVICE DATE.

All warranty items/issues/concerns shall be resolved at no charge to the City of Scottsdale. This shall include, but not be limited to, parts, labor, freight, travel, etc. All warranty items/issues/concerns shall be resolved within a time frame determined by the Contract Administrator.

The Contractor shall warranty all parts and services provided by a subcontractor just as if supplied directly by the Contractor.

SPECIFICATIONS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

1.0 INTENT

- 1.1 It is the intent of the City of Scottsdale (COS) to award a contract for the provision of miscellaneous hydraulic and air conditioning hoses, fittings, adapters and allied components, on an as needed basis, to be used by the COS Fleet Management Division.

2.0 EQUIPMENT REQUIREMENTS

- 2.1 The contractor shall furnish the COS with two (2) hose fitting, crimping machines at no additional cost to the COS for the term of this contract.
- 2.2 The two hose fitting, crimping machines shall be new, current model year, state of the art units, complete with all necessary dies, etc. and capable of crimping all the fittings and hoses listed on the Bid Form.
- 2.3 The two hose fitting, crimping machines shall run off of standard one hundred twenty volt alternating current (120 VAC).
- 2.4 The two hose fitting, crimping machines shall be maintained in properly functioning and safe operating condition by the contractor, at no cost to the COS.
- 2.5 The contractor shall supply all training needed to operate the hose fitting, crimping machines, as needed, at no additional cost to the COS, for the entire term of the contract for all COS employees requiring such training.
- 2.6 The hose fitting, crimping machines and their storage cabinets shall remain the property of the contractor.

3.0 MATERIAL AND EQUIPMENT INCLUDED UNDER CONTRACT

- 3.1 The inventory items listed in the Bid Form are a sampling of items indicative to the types and sizes of miscellaneous hydraulic and air conditioning hoses, fittings and allied components currently used by the COS.
- 3.2 The Bid Form is not to be construed as the complete inventory utilized by the COS.
- 3.3 The inventory items listed herein are not to be construed as requiring the COS to purchase any specific quantities of items listed herein. They are furnished merely to aid the bidder in internal planning. All or part of the inventory list included in this bid package may be used to evaluate this bid.
- 3.4 As the needs of the COS change, it may be necessary to return parts that were purchased on this contract and are regularly stocked items by the contractor. The COS will not authorize payment for any restocking charges or allow time limitation restraints for parts returned for credit during the term of this contract, providing said parts were purchased during the contract period from the contractor. Credit memos are to be issued for such returns at the current buying prices at the time of the return.

SPECIFICATIONS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

4.0 INVENTORY CHANGE OVER

- 4.1 The COS is currently using "FLEXTRAL" brand hydraulic hose and fittings, but the COS is willing to receive and evaluate bids received from other name brand manufacturers and distributors.
- 4.2 If the contractor's brand bid is not compatible with what is currently being used by the COS, the contractor shall be required to exchange ALL existing crimp type hoses, ferrules and fittings, with the same quantity and type (i.e., JIC, SAE and etc.) of the new stock being supplied at no cost to the COS, or issue a product credit for all existing stock at the current COS value as determined solely by the COS contract administrator.
- 4.3 The contractor shall be required to provide a list of their part numbers, cross referenced from the COS's current "Flextral" part numbers (COS Contract Administrator will provide initial list with "Flextral" part numbers) and label all stock bins with the vendor part number and description.
- 4.4 The contractor shall organize new stock on the COS parts room shelves according to type and part number, i.e. Hydraulic: JIC, SAE, Flared, O-Ring, Flat Face and Air Conditioning.
- 4.5 At the end of the contract, the contractor shall remove all unused contractor product and shall credit the COS for this unused product.

5.0 PRODUCT QUALITY AND SPECIFICATIONS

- 5.1 All components supplied by the contractor shall be of equal or better quality than the items listed on the Bid Form.
- 5.2 All products supplied by the Contractor shall meet any and all Federal, State, Local, ANSI, SAE, and O.S.H.A. laws, rules, and regulations pertaining to the products covered under the scope of this contract.
- 5.3 The contractor's high pressure hydraulic hoses, from one quarter inch ($\frac{1}{4}$ " inside diameter to three quarter inch ($\frac{3}{4}$ " inside diameter, shall be used for hydraulics, pneumatics, and lubricating oils.
- 5.4 The contractor's hydraulic hose shall be constructed of seamless, oil resistant, synthetic rubber tubing.
- 5.5 The synthetic rubber tubing of the contractor's hydraulic hose shall be reinforced with two (2) braids of high tensile steel wire.
- 5.6 The reinforcement of the contractor's synthetic rubber tubing of the contractor's hydraulic hose shall be covered with oil and weather resistant synthetic rubber.
- 5.7 The contractor's hydraulic hoses shall be non-skive type.

SPECIFICATIONS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

5.0 **PRODUCT QUALITY AND SPECIFICATIONS – CONT'D**

- 5.8 The contractor's hydraulic hose shall be very flexible and shall be capable of a MINIMUM of one-half ($\frac{1}{2}$) SAE 100R2 bend radius standards.
- 5.9 The contractor's hydraulic hoses shall meet or exceed SAE 100R2, TYPE AT STANDARDS.
- 5.10 The low pressure (return/suction) hydraulic hoses supplied by the contractor and to be used by the COS for hydraulics, and lubricating oils, shall be from three quarter inch ($\frac{3}{4}$ ") inside diameter to one and a quarter inch ($1\frac{1}{4}$ ") inside diameter.
- 5.11 The contractor's low pressure (return/suction) hydraulic hoses shall be constructed of seamless, oil resistant, synthetic rubber tubing.
- 5.12 The contractor's low pressure (return/suction) hydraulic hoses shall be reinforced and the reinforcement shall be covered with oil and weather resistant synthetic rubber.
- 5.13 The contractor's low pressure (return/suction) hydraulic hoses shall be non-skive type.
- 5.14 The contractor's low pressure (return/suction) hydraulic hoses shall be very flexible and shall be capable of a MINIMUM of one-half ($\frac{1}{2}$) SAE 100R4 bend radius standards.
- 5.15 The contractor's low pressure (return/suction) hydraulic hoses shall meet or exceeds SAE 100R4, TYPE AT STANDARDS.
- 5.16 The contractor's high pressure hydraulic hoses from one inch (1") inside diameter to one and a quarter inch ($1\frac{1}{4}$ ") inside diameter, shall be used for hydraulics, and lubricating oils.
- 5.17 The contractor's high pressure hydraulic hoses shall be constructed of seamless, oil resistant, synthetic rubber tubing.
- 5.18 The contractor's high pressure hydraulic hoses shall be reinforced with four (4) alternated layers of spiraled high tensile steel wire over a fabric layer.
- 5.19 The reinforcement of the contractor's high pressure hydraulic hoses shall be covered with oil and weather resistant synthetic rubber.
- 5.20 The contractor's high pressure hydraulic hoses shall be non-skive type.
- 5.21 The contractor's high pressure hydraulic hoses shall be very flexible and shall be capable of a MINIMUM of one-half ($\frac{1}{2}$) SAE 100R12 bend radius standards.
- 5.22 The contractor's high pressure hydraulic hoses shall meet or exceed SAE 100R12, TYPE AT STANDARDS.

SPECIFICATIONS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

5.0 PRODUCT QUALITY AND SPECIFICATIONS – CONT'D

- 5.23 The hydraulic hose fittings shall be field crimp type fittings that shall be compatible with the above hose specifications and of the same brand as the contractor's hydraulic hoses.
- 5.24 PLEASE NOTE: Currently the COS is using "one-piece" hydraulic hose fittings except for one inch (1") and one and a quarter inch (1¼"), four wire hose. If the contractor shall be supplying "two-piece" fittings in lieu of the "one-piece" fittings, the contractor MUST include the cost of the required ferrule and crimp sleeve in the unit cost bid on the Bid Form.
- 5.25 The typical refrigerant hose application is R134a.
- 5.26 The HFO-1234y Freon to be introduced in late 2013 by all major manufactures shall be the Freon to be used, by the COS in all equipment purchased with Factory or Dealer installed HFO-1234Y.
- 5.27 The refrigerant hoses inner tube is rubber/nylon/rubber and the reinforcement is 1 fiber braid and the cover is butyl (perforated).
- 5.28 The refrigerant hoses temperature range shall be -22 degrees F to +248 degrees F (-30 degrees C to +120 degrees C) degrees F (-30 degrees C to +125 degrees C) for R134a.
- 5.29 The contractor's refrigerant hoses (air conditioning hoses) shall meet or exceed SAE J2064 Type C Class I standards. All hose and fittings supplied must be compatible with the crimper supplied for hydraulic hose assembly. Dies for air conditioning hose assembly shall be provided at no cost to the COS.
- 5.30 The contractor's refrigerant hoses (air conditioning hoses) and all hose fittings must be compatible with the crimper supplied for hydraulic hose assembly.
- 5.31 The contractor shall supply and supply at no cost to the COS all dies for air conditioning hose assembly.
- 5.32 The working pressures and minimum pounds per square inch (psi) bursting pressures shall be as follows:

5/16" hose	400 working	2,000 psi minimum bursting
13/32" hose	400 working	2,000 psi minimum bursting
½" hose	350 working	1,750 psi minimum bursting
5/8" hose	350 working	1,750 psi minimum bursting

SPECIFICATIONS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

5.0 PRODUCT QUALITY AND SPECIFICATIONS – CONT'D

5.33 The minimum bend is:

5/16" hose	2
13/32" hose	2-1/2
1/2" hose	3
5/8" hose	4

6.0 QUANTITY

- 6.1 For information purposes to the potential bidder, last fiscal year (12/13) the total of the miscellaneous hydraulic hose, fittings, adapters and allied parts purchased by the COS, was approximately fifty thousand dollars (\$50,000.00) and about six thousand fifty six (6,056) total units.
- 6.2 The breakdown was approximately thirty five hundred (3,500) feet of hose and twenty-five hundred fifty six (2,556) fittings, adapters, and ferrules.
- 6.3 The actual purchases for future fiscal years will vary based on the needs of the COS, and the above figures should be used for information purposes only.

7.0 PURCHASING PROCEDURE

- 7.1 Orders may be phoned, e-mailed, or faxed to the contractor by a member of the COS Fleet Management Parts Supply or other designee.
- 7.2 The contractor must be set-up to accept payment by MasterCard® and Visa® credit cards. Some orders that total less than seven hundred-fifty dollars (\$750.00) maybe paid for using a credit card.
- 7.3 The contractor must be set-up to accept COS Purchase Orders. All orders over seven hundred-fifty dollars (\$750.00) will be done by COS Purchase Order.
- 7.4 All shipments from the Contractor must contain an itemized, priced packing slip.
- 7.5 COS Staff will check in all shipments. Final invoice, submitted for payment, must exactly match the packing slip that accompanied the delivery in quantity, content, extended price and grand total.
- 7.6 Final invoice, submitted for payment, must exactly match the packing slip that accompanied the delivery in quantity, content, extended price and grand total.
- 7.7 All orders placed by the Contractor shall be of the "fill or kill" type. There shall be **NO BACKORDERS** allowed with respect to any orders placed under this bid, unless specifically requested by the Contract Administrator or designee.

SPECIFICATIONS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

8.0 DELIVERY POINT

- 8.1 All orders are F.O.B. COS, Fleet Maintenance Facility, 9191 East San Salvador Drive, Scottsdale, AZ and 7601 East McKellips Road or other satellite facilities as added by the COS.
- 8.2 The Contractor shall have in place a delivery service that is capable of making deliveries to either Fleet Maintenance Facility or other satellite facility a MINIMUM of once a day, between the hours of 8:00 AM and 5:00 PM, Monday through Friday (excluding holidays).

9.0 ACCOUNT SERVICE SCHEDULE

- 9.1 The Contractor shall visit the COS Fleet Maintenance Facility (located at 9191 East San Salvador Drive) and any other satellite facility, a MINIMUM of once every quarter (three (3) months).
- 9.2 During these Account Service visits, the Contractor shall check that all the catalogs covered by the scope of this bid are current and in good serviceable condition.
- 9.3 The Contractor shall also see the Contract Administrator or designee, and make sure all returns are taken care of and shall address any other problems or questions that may have arisen during the period preceding the current visit.

10.0 PACKAGING

- 10.1 All hydraulic and air conditioning hoses (except when less than standard package quantities are ordered), fittings, and allied parts supplied under this contract shall be delivered in standard package quantities in boxes/bags, with the following MINIMUM information clearly distinguishable on each package:
 - Manufacturer's Name
 - Manufacturer Part Number
 - Size (as applicable)

11.0 APPROVED BRANDS FOR BIDDING

- 11.1 Historically the COS has used many brands of hydraulic and air conditioning hose and fittings.
- 11.2 The following is a list of pre-approved product lines for this contract. If the vendor is supplying products from one of these lines for the purpose of this bid, they DO NOT have to request an approved alternate. If a bidding vendor is supplying products from a product line not listed below, they must follow the procedure for "APPROVED ALTERNATES" as described in the Invitation for Bid.

SPECIFICATIONS



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

11.0 APPROVED BRANDS FOR BIDDING – CONT'D

11.3 Pre-Approved Vendor Lines for Bidding:

- Aeroquip
- Air-Way
- Dayco
- Gates
- Imperial Eastman
- Parker
- Weatherhead

12.0 CONTRACT ADMINISTRATION

12.1 The Contract Administrator shall be the Fleet Equipment Parts Supervisor or designee. The Contract Administrator will audit the billings, approve payments, establish delivery schedules, approve addenda to the Contract, and generally be responsible for overseeing the execution of the Contract.

SUBMITTAL CHECKLIST



HYDRAULIC AND AIRCONDITIONING FITTINGS AND HOSES

IFB # 13PB052

To constitute a valid responsive bid by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

- Offer/Acceptance Document** – Complete Offer portion of the document, signed in ink.
- Bid Form(s)** – Fully completed Solicitation Bid Form(s) including Summary Bid Form Sheet if applicable.
- SUMMARY PRICE SHEET QUOTATION FORM/PARTS CATALOG DISCOUNT FORM** – Fully Completed List.
- Reference List** –Fully completed Reference List.
- Subcontractor's List** – Fully completed Subcontractor' List.
- General Disclosure Form** – Fully completed General Disclosure Form, signed in ink.
- Litigation Disclosure Form** - Fully completed Litigation Disclosure Form, signed in ink.
- Bidder Questionnaire Form** – Fully completed Bidder Questionnaire Form.
- Bid Copies** – Identify and submit one (1) unbound original and one (1) copy of the Bidder's response (Bid copy can be bound if the Bidder so desires). In addition to the required hardcopies, please also provide an electronic copy of the Bidder's complete bid. This electronic copy shall be one (1) file, on a Compact Disc (CD), in Adobe® Acrobat format (PDF), and be an electronic representation of the Bidder's complete response document (signature page, quotation page, sample documents, all attachments, brochures, pamphlets, etc.). The CD shall be labeled with the solicitation number, along with the Bidder's company name.
- Current Catalog** (Inclusive of bid items - CD acceptable)
- Current Price Sheet(s)** from which the bid prices are based



OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 - Fax: 480-312-5701

SOLICITATION # **13PB052** SOLICITATION TITLE: **Hydraulic & Air Conditioning Hoses & Fittings**

OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion, Business Dealings with Sudan and Iran and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION

FOR CLARIFICATION OF THIS OFFER, CONTACT:

Company Name <i>Hose Power</i>	Printed Name <i>Scott Dunckel</i>
Address <i>60 W Baseline #101</i>	Title <i>Sales</i>
City <i>MESA</i> State <i>AZ</i> Zip <i>85210</i>	Phone <i>602-709-0403</i>
Signature for Offeror <i>Scott Dunckel</i> Date <i>8-14-13</i>	Fax <i>480-281-5990</i> E Mail <i>scottD@HosepowerUSA.com</i>
Printed Name and Title of Authorized Signatory <i>Scott Dunckel</i>	Address (if different from Company info)
Federal Employer Tax ID # or SSN as per W9 Statement	City, State, Zip (if different from Company info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD
(for City of Scottsdale Use Only)

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as Contract # **13PB052**

The contract consists of the following documents: 1) Solicitation # 13PB052 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements; 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment *NA*, dated *NA*.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order: Payment Bond Performance Bond, Insurance Certificate(s), I.R.S. Form W-9/Taxpayer ID No. & Certification, other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this 3RD day
of Sept., 2013

Risk Management Issues reviewed and approved as to form July 9, 2013
by City of Scottsdale Risk Management Director

Recommended award approved August 22, 2013
by City of Scottsdale Contract Administrator

James V. Swartz
J. E. Flanagan
Or Designee *James V. Swartz*
As City of Scottsdale Purchasing Director

BID FORM



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

Pricing shall be calculated as a percentage discount applied against a manufacturer's price list (i.e. twenty-five percent (25%) off of list price, fifteen percent (15%) off of jobber price, etc.). Discounts quoted by the bidder shall be applicable during the entire term of the contract. The prices listed on the Bid Form pages MUST reflect the pricing discount structure listed on the Summary Pricing Sheet contained in this Invitation for Bid.

PLEASE NOTE: Currently the COS is using "one-piece" hydraulic hose fittings except for one inch (1") and one and a quarter inch (1 1/4"), four wire hose. If the contractor shall be supplying "two-piece" fittings in lieu of the "one-piece" fittings, the contractor MUST include the cost of the required ferrule and crimp sleeve in the unit cost bid on the Bid Form.

The current Brand Name for all Hydraulic & Air Conditioning Hoses and Fittings is Flextral. "Linear feet" is abbreviated as LF.

ITEM NO.	BRAND NAME	PART NUMBER	DESCRIPTION	NEW BRAND / PART NUMBER	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Flextral	A3901 SLEEVE	1.14 Hydraulic hose cover	NS-114	200 feet	\$.90	\$ 180
2	Flextral	A3903 SLEEVE	1.38 Hydraulic hose cover	NS-130	170 feet	\$ 1.44103	\$ 175.10
3	Flextral	A3905 SLEEVE	1.810 Hydraulic hose cover	NS-175	400 feet	\$ 1.16	\$ 464
4	Flextral	A3906	2.19 Hydraulic hose cover	NS-219	300 feet	\$ 2.36	\$ 708
5	Flextral	E0402MP FITTING	1/4X1/8 MALE PIPE FITTING		5 each	\$ 2.25	\$ 11.25
6	Flextral	E0404MP FITTING	1/4X1/4 MALE PIPE FITTING		15 each	\$ 2.06	\$ 30.90
7	Flextral	E0604MP	3/8X1/4 MALE PIPE FITTING		5 each	\$ 2.56	\$ 12.80
8	Flextral	E0804MP	- 1/2X1/4 MALE PIPE FITTING		6 each	\$ 15.63	\$ 78.15
9	Flextral	E0806MP	1/2X3/8 MALE PIPE FITTING		6 each	\$ 3.04	\$ 15.26
10	Flextral	E1212MP	3/4X3/4 MALE PIPE FITTING		10 each	\$ 4.84	\$ 48.40

COMPANY NAME: Hose Power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

ITEM NO.	BRAND NAME	PART NUMBER	DESCRIPTION	NEW BRAND / PART NUMBER	QUANTITY	UNIT PRICE	EXTENDED PRICE
11	Flextral	N1616MP	1IN X1IN MALE PIPE FITTING		5 each	\$ 11.18	\$ 55.90
12	Flextral	OB04VBU	GASKET - ORING #4 BOSS		25 each	\$.18	\$ 4.50
13	Flextral	OB06VBU	GASKET-ORING #6 BOSS		40 each	\$.06	\$ 2.40
14	Flextral	OB08VBU	Gasket - O-Ring #8 BOSS		170 each	\$.10	\$ 17
15	Flextral	OB10VBU	Gasket - O-Ring #10 BOSS		20 each	\$.35	\$ 7
16	Flextral	OB12VBU	Gasket - O-Ring #12 BOSS		40 each	\$.09	\$ 3.60
17	Flextral	OB16VBU	GASKET- ORING #16 BOSS		80 each	\$.40	\$ 32
18	Flextral	OB20VBU	GASKET-ORING #20 BOSS		10 each	\$.17	\$ 1.70
19	Flextral	PX25004	HYD HOSE 1/2" HIGH PRESSURE		200 LF	\$ 1.17	\$ 234
20	Flextral	PX25006	HYD HOSE-3/8" HIGH PRESSURE		200 LF	\$ 1.50	\$ 300
21	Flextral	PX25008	HYD HOSE 1/2" HIGH PRESSURE		1000 LF	\$ 1.85	\$ 1,850
22	Flextral	PX25012	HYD HOSE 3/4" HIGH PRESSURE		700 LF	\$ 3.17	\$ 2,219
23	Flextral	NX16	HYD HOSE 1" HIGH PRESSURE		1000 LF	\$ 7.56	\$ 7,560
24	Flextral	NX20	HYD HOSE 1 1/4" HIGH PRESSURE		100 LF	\$ 9.66	\$ 966
25	Flextral	PUR004SILICONE	HOSE 1/4" BLUE SILICONE	AU16-035B1	10 LF	\$ 3.32	\$ 33.20
26	Flextral	PUR006SILICONE	HOSE 3/8" BLUE SILICONE	AU16-039-100B2	10 LF	\$ 2.43	\$ 24.34

COMPANY NAME: Hose Power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES
IFB # 13PB052

27	Flextral	PUR008SILICONE	HOSE 1/2" BLUE SILICONE	AW16-050-050B1	5 LF	\$ 4.96	\$ 24.30
28	Flextral	PU010SILICONE	HOSE 5/8" BLUE SILICONE	AW16-063-250B1	5 LF	\$ 5.70	\$ 28.50
29	Flextral	PUR012SILICONE	HOSE 3/4" BLUE SILICONE	AW16-075-100B1	5 LF	\$ 4.95	\$ 24.75
30	Flextral	PUR016SILICONE	HOSE 1" BLUE SILICONE	AW16-100-100B1	5 LF	\$ 9.52	\$ 47.60
31	Flextral	PUR020SILICONE	HOSE 1 1/4" BLUE SILICONE	AW16-104-50B1	5 LF	\$ 11.80	\$ 59.00
32	Flextral	E0606FF	FITTING 1/2" FLAT FACE STRAIGHT		2 each	\$ 3.29	\$ 6.58
33	Flextral	E0606FF90	FITTING 1/4" FLAT FACE 90 DEGREE		2 each	\$ 9.09	\$ 18.18
34	Flextral	E0608FF	FITTING 1/4"x1/2" FLAT FACE		14 each	\$ 4.19	\$ 58.66
35	Flextral	E0608FF45	FITTING 1/4"x1/2" FLAT FACE 45 DEGREE		4 each	\$ 9.83	\$ 39.32
36	Flextral	E0608FF90	FITTING 1/4"x1/2" FLAT FACE 90 DEGREE		8 each	\$ 10.97	\$ 87.76
37	Flextral	E0808FF	FITTING 1/2" FLAT FACE		5 each	\$ 4.34	\$ 21.70
38	Flextral	E1012FF90	FITTING 5/8"x3/4" FLAT FACE		5 each	\$ 16.84	\$ 84.20
39	Flextral	E1012FF	FITTING 5/8"x3/4" FLATE FACE		5 each	\$ 9.14	\$ 45.70
40	Flextral	N1616FF	FITTING 1" FLAT FACE		10 each	\$ 20.13	\$ 201.30
41	Flextral	N1616FF90	FITTING 1" FLAT FACE 90 DEGREE		5 each	\$ 43.63	\$ 218.15
42	Flextral	N1616FF90L	FITTING 1" FLAT FACE 90 DEGREE LONG		5 each	\$ 48.24	\$ 241.20

COMPANY NAME: Hose Power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

43	Flextral	E0404FJ	FITTING 1/2" JIC, STRAIGHT	40 each	\$ <u>2.37</u>	\$ <u>94.80</u>
44	Flextral	E0406FJ	FITTING 1/4"X3/8" STRAIGHT	25 each	\$ <u>2.88</u>	\$ <u>72</u>
45	Flextral	E0606FJ	FITTING 3/8"X3/8" STRAIGHT	25 each	\$ <u>2.74</u>	\$ <u>68.50</u>
46	Flextral	E0608FJ90	FITTING 3/8"X 3/8" 90 DEGREE	5 each	\$ <u>7.61</u>	\$ <u>38.05</u>
47	Flextral	E0608FJ	FITTING 3/8" X 1/2" STRAIGHT	5 each	\$ <u>3.15</u>	\$ <u>15.75</u>
48	Flextral	E0806FJ	FITTING 1/2" X 3/8" STRAIGHT	5 each	\$ <u>6.15</u>	\$ <u>30.75</u>
49	Flextral	E0808FJ	FITTING 1/2"X1/2" STRAIGHT	450 each	\$ <u>3.57</u>	\$ <u>1606.50</u>
50	Flextral	E0808FJ45	FITTING 1/2"X1/2" 45 DEGREE	60 each	\$ <u>9.07</u>	\$ <u>544.20</u>
51	Flextral	E0808FJ90	FITTING 1/2"X1/2" 90 DEGREE	50 each	\$ <u>8.88</u>	\$ <u>444.00</u>
52	Flextral	E0808FJ90L	FITTING 1/2"X1/2" 90 DEGREE LONG	10 each	\$ <u>9.91</u>	\$ <u>99.10</u>
53	Flextral	E0810FJ	FITTING 1/2"X5/8" STRAIGHT	30 each	\$ <u>4.09</u>	\$ <u>122.70</u>
54	Flextral	E1212FJ	FITTING 3/4"X3/4" STRAIGHT	145 each	\$ <u>6.06</u>	\$ <u>878.70</u>
55	Flextral	E1212FJ45	FITTING 3/4"X3/4" 45 DEGREE	20 each	\$ <u>15.52</u>	\$ <u>310.40</u>
56	Flextral	E1212FJ90	FITTING 3/4"X3/4" 90 DEGREE	20 each	\$ <u>15.57</u>	\$ <u>311.40</u>
57	Flextral	E1212FJ90L	FITTING 3/4"X3/4" 90 DEGREE LONG	10 each	\$ <u>17.69</u>	\$ <u>176.90</u>
58	Flextral	E0812MJ	FITTING 1/2"X3/4" MALE JIC	5 each	\$ <u>4.83</u>	\$ <u>24.15</u>

COMPANY NAME: Hose Power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB062

ITEM	BRAND	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
59	Flextral	E0808MJ FITTING 1/2"X1/2" MALE JIC	24 each	\$ 3.45	\$ 82.80
60	Flextral	E0810MJ FITTING 1/2"X5/8" MALE JIC	55 each	\$ 4.25	\$ 233.75
61	Flextral	E1212MJ FITTING 3/4"X3/4" MALE JIC	15 each	\$ 5.68	\$ 85.20
62	Flextral	E1216MJ FITTING 3/4"X1" MALE JIC	15 each	\$ 8.38	\$ 125.85
63	Flextral	N1616FJ FITTING 1" FEMALE JIC	140 each	\$ 13.05	\$ 1827
64	Flextral	N1616FJ45 FITTING 1" FEMALE 45 DEGREE	25 each	\$ 33.30	\$ 832.50
65	Flextral	N1616FJ90 FITTING 1" FEMALE 90 DEGREE	20 each	\$ 31.54	\$ 630.80
66	Flextral	N1616FJ90L FITTING 1" FEMALE 90 DEGREE LONG	15 each	\$ 41.94	\$ 629.10
67	Flextral	N1616MJ FITTING 1" MALE JIC	20 each	\$ 15.29	\$ 205.80
68	Flextral	N1616FF FITTING 1" FLAT FACE	7 each	\$ 20.13	\$ 140.91
69	Flextral	N1616FF90 FITTING 1" FLAT FACE 90 DEGREE	5 each	\$ 43.63	\$ 218.15
70	Flextral	N2020FJ FITTING 1 1/4" FEMALE JIC	15 each	\$ 25.96	\$ 389.40
71	Flextral	N2020FJ90 FITTING 1 1/4" 90 DEGREE FEMALE JIC	5 each	\$ 60.33	\$ 301.65
72	Flextral	N2020MJ FITTING 1 1/4" MALE JIC	5 each	\$ 30.75	\$ 153.75
73	Flextral	C5315X12 FITTING-STEEL ADAPTER	6400-12-12 5 each	\$ 1.72	\$ 8.60

COMPANY NAME: Hose Power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES
IFB # 13PB052

74	Flextral	C5356X4	FITTING STEEL ADAPTER	6502-04-04	5 each	\$ 2.15	\$ 10.75	
75	Flextral	C5365X8	FITTING STEEL ADAPTER	6802-08-08	10 each	\$ 2.93	\$ 29.30	
76	Flextral	C5356X16	FITTING STEEL ADAPTER	6502-16-16	10 each	\$ 2.46	\$ 24.60	
77	Flextral	C5515X6	FITTING STEEL ADAPTER	6801-06-06	5 each	\$ 2.21	\$ 11.05	
78	Flextral	C5515X16	FITTING STEEL ADAPTER	6801-16-16	5 each	\$ 7.90	\$ 39.50	
79	SUBTOTAL (Total of all extended pricing for items 1 through 78)							\$ 26,927.74

AIR CONDITIONING

1	Flextral	Z0606BTF45	TUBE, #6 BUMPED O-RING FEMALE 45 DEGREE		5 each	\$ 3.86	\$ 19.30	
2	Flextral	Z0606BTF90	TUBE #6 BUMPED O-RING FEMALE 90 DEGREE		5 each	\$ 2.79	\$ 13.95	
3	Flextral	Z0808BTF90	TUBE #8 BUMPED O-RING FEMALE 90 DEGREE		5 each	\$ 3.13	\$ 15.65	
4	Flextral	Z0808BTF90P	TUBE # BUMPED O-RING FEMALE 90 DEGREE R134A PORT		5 each	\$ 8.08	\$ 40.40	
5	Flextral	ZX-08	13/32" SAE J2064 Type C Class 1 Air Conditioning Hose		50 LF	\$ 3.72	\$ 186.00	
6	Flextral	ZX-10	1/2" SAE J2064 Type C Class 1 Air Conditioning Hose		25 LF	\$ 3.99	\$ 99.75	
7	SUBTOTAL (Total of all extended pricing for items 1 through 6)							\$ 375.05

GRAND TOTAL (Total of all extended pricing for items 1 through 78 AND 1 through 6) \$ 27,302.79

COMPANY NAME: Hose power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES
IFB # 13PB052

****TAXES**

1. Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: Fleet Services - 9191 East San Salvador Drive, Scottsdale, Arizona 85258

1. Delivery terms are F.O.B. destination.
2. Delivery will be completed within same of 1 days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM # IFB DATED 8-14-13 ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

NO BID: If no bid please state reason:

COMPANY NAME: Hose Power

CITY OF MESA
REVISED AS OF 7/18/2013 TABULATION OF BIDS RECEIVED
THURSDAY, JULY 11, 2013
HYDRAULIC HOSE & FITTINGS
(INVITATION FOR BID #2013132)

*Revised: responsive and total annual estimates.

Description/Total Net Bid	Alternative Hose Inc. Phoenix, AZ.	FleetPride Mesa, AZ.
Hydraulic Hose & Fittings	Non Responsive – failed to bid mandatory Parker Line.	<u>Total Annual Estimate:</u> \$92,010.00
		Hydraulic Hose 1-5 \$76,707.45
		Crimp Fittings 6-14 \$76,780.00
		Adapters15-22 \$12,414.73
		Protective Sleeve \$12,412.50
		\$1,247.74

Description/Total Net Bid	Lubrication Equipment & Supply / The Hose Advantage Store. Mesa, AZ.
Hydraulic Hose & Fittings	<u>Total Annual Estimate:</u> \$92,897.00
	Hydraulic Hose 1-5 \$72,760.00
	Crimp Fittings 6-14 \$18,067.00
	Adapters15-22 \$16,576.50
	Protective Sleeve \$1,490.50

"No Bid" Response Received From:
Arizona Brake & Clutch Supply, Inc. – Phoenix, AZ.

REFERENCES



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

List minimum of three (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Invitation for Bid, during the past three years. Include the length of any contracts listed. Bidders may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of bidders under consideration for final award. This information may or may not be a determining factor in award of this Solicitation.

Company Name: BTE
 Company Address: 7931 E Pecos Rd Bldg #196
 City/State/Zip: Mesa AZ 85212
 Contact Person: Glen Hokason Telephone #: 480-540-7875
 Email: _____ Date of Service: 6 years
 Type of Service Provided: sales / Flextral hose

Company Name: Town of Gilbert Solid Waste
 Company Address: 900 E Juniper Ave
 City/State/Zip: Gilbert AZ 85234
 Contact Person: And Lorenz Telephone #: 480-266-6244
 Email: _____ Date of Service: 8 years
 Type of Service Provided: sales service Hose & fittings

Company Name: City of Glendale
 Company Address: 6210 W Myrtle Ave
 City/State/Zip: Glendale 85301
 Contact Person: Ray Barkhaus Telephone #: 623-918-2696
 Email: _____ Date of Service: 22 years
 Type of Service Provided: Bin stock Hose fittings

YOUR COMPANY NAME: Hose Power

BIDDER GENERAL DISCLOSURE FORM



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Scott Dunkel
Signature

Sales
Title

Scott Dunkel
Printed Name

8-14-13
Date

COMPANY NAME: _____

BIDDER LITIGATION DISCLOSURE FORM



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Scott Dunchel
Signature

Sales
Title

Scott Dunchel
Printed Name

8-14-13
Date

COMPANY NAME: Hose Power

BIDDER QUESTIONNAIRE



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

Offeror shall answer the following questions and provide supplemental information as needed with their submittal document:

Length of time Offeror has been doing business in the Phoenix Metropolitan area: 25+ Years

Parts Ordering Phone Number: 602-253-3123
Phone number normally used to phone in an order

Parts Ordering Fax Number: 602-258-2034
Phone number normally used to fax in an order

Parts Ordering Email Address: _____
Website or Email address normally used to electronically send in an order

Parts Department Operating Hours (Monday – Friday): 730 AM 5 PM
The normal hours the Parts Department is available to receipt and process orders Monday through Friday.

Parts Department Operating Hours (Saturday): on call service techs
The normal hours the Parts Department is available to receipt and process orders on Saturday.

Parts Delivery Hours (Monday – Friday): 730-5
The normal hours the Parts Departments delivery service is available to deliver orders Monday through Friday.

Parts Delivery Hours (Saturday): WPS
The normal hours the Parts Departments delivery service is available to deliver orders on Saturday.

Average Order Delivery Time (Monday - Friday): same to one day
The average time it will take for the Offeror to deliver "In-Stock" orders to the Corp. Yard Facility Monday through Friday.

Average Order Delivery Time (Saturday): WPS
The average time it will take for the Offeror to deliver "In-Stock" orders to the Corp. Yard Facility on Saturday.

Service Department Phone Number: 602-253-3123
Phone number normally used to phone in an order

Service Department Fax Number: 602-258-2034
Phone number normally used to fax in an order

Service Department Email Address: _____
Email address normally used to electronically send in an order

Service Department Operating Hours (Monday – Friday): 730-5pm
The normal hours the Service Department is available to receipt and process orders Monday through Friday.

Service Department Operating Hours (Saturday): NA call out
The normal hours the Service Department is available to receipt and process orders on Saturday.

BIDDER QUESTIONNAIRE - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

COMPANY INFORMATION

Company Local Office Physical Address

60 W Baseline Mesa AZ

Office Daytime Phone Number

602-253-3123

Office Fax Number

602-258-2034

Telephone Ordering Phone Number(s)

602-253-3123

Company email Address

Hose power usa.com

Company Operating Hours (Monday - Friday)

730 - 5 pm

Company Hours (Saturday)

call out

NAME OF MAIN CONTACT

(assigned to this contract)

Scott Dunkel

Office Phone Number of Main Contract

480-281-6000

Cellular Phone Number of Main Contact

602-708-0403

Email of Main Contact

ScottD@hosepowerusa.com

NAME OF COMPANY MANAGER

Steve Kramer

Office Phone Number of Company Manager

602-253-3123

Email of Company Manager

stevek@hosepowerusa.com

After Hour/Emergency Phone Number(s)

602-253-3123

Signature

Scott Dunkel

Printed Name:

Scott Dunkel

Title

sales

Company

Hose Power

SKramer@hosePower.com

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRIDGESTONE HOSEPOWER, LLC**

EXHIBIT B
Award and Rate Sheet



OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 - Fax: 480-312-5701

SOLICITATION # 13PB052 SOLICITATION TITLE: Hydraulic & Air Conditioning Hoses & Fittings

OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion, Business Dealings with Sudan and Iran and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION

FOR CLARIFICATION OF THIS OFFER, CONTACT:

Company Name <u>Hose Power</u>	Printed Name <u>Scott Dunkel</u>
Address <u>60 W Baseline #101</u>	Title <u>Sales</u>
City <u>MESA</u> State <u>AZ</u> Zip <u>85206</u>	Phone <u>602-709-0403</u>
Signature for Offeror <u>Scott Dunkel</u>	Date <u>8-14-13</u> Fax <u>480-281-5990</u> E Mail <u>scottD@HosepowerUSA.com</u>
Printed Name and Title of Authorized Signatory <u>Scott Dunkel</u>	Address (if different from Company info)
Federal Employer Tax ID # or SSN as per W9 Statement	City, State, Zip (if different from Company info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD
(for City of Scottsdale Use Only)

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract # 13PB052**

The contract consists of the following documents: 1) Solicitation # 13PB052 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment NA, dated NA

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order: Payment Bond Performance Bond, Insurance Certificate(s), I.R.S. Form W-9/Taxpayer ID No. & Certification, other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this 3RD day
of Sept, 2013

Risk Management Issues reviewed and approved as to form July 9, 2013
by City of Scottsdale Risk Management Director

Recommended award approved August 22, 2013
by City of Scottsdale Contract Administrator

James V. Swartz
J. E. Fishagan
Or Designee James V. Swartz
As City of Scottsdale Purchasing Director

BID FORM



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

Pricing shall be calculated as a percentage discount applied against a manufacturer's price list (i.e. twenty-five percent (25%) off of list price, fifteen percent (15%) off of jobber price, etc.). Discounts quoted by the bidder shall be applicable during the entire term of the contract. The prices listed on the Bid Form pages **MUST** reflect the pricing discount structure listed on the Summary Pricing Sheet contained in this Invitation for Bid.

PLEASE NOTE: Currently the COS is using "one-piece" hydraulic hose fittings except for one inch (1") and one and a quarter inch (1 1/4"), four wire hose. If the contractor shall be supplying "two-piece" fittings in lieu of the "one-piece" fittings, the contractor **MUST** include the cost of the required ferrule and crimp sleeve in the unit cost bid on the Bid Form.

The current Brand Name for all Hydraulic & Air Conditioning Hoses and Fittings is Flextral. "Linear feet" is abbreviated as LF.

ITEM NO.	BRAND NAME	PART NUMBER	DESCRIPTION	NEW BRAND / PART NUMBER	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Flextral	A3901 SLEEVE	1.14 Hydraulic hose cover	NS-114	200 feet	\$.90	\$ 180
2	Flextral	A3903 SLEEVE	1.38 Hydraulic hose cover	NS-130	170 feet	\$ 1.03	\$ 175.10
3	Flextral	A3905 SLEEVE	1.810 Hydraulic hose cover	NS-175	400 feet	\$ 1.16	\$ 464
4	Flextral	A3906	2.19 Hydraulic hose cover	NS-219	300 feet	\$ 2.36	\$ 708
5	Flextral	E0402MP FITTING	1/4X1/8 MALE PIPE FITTING		5 each	\$ 2.25	\$ 11.25
6	Flextral	E0404MP FITTING	1/4X1/4 MALE PIPE FITTING		15 each	\$ 2.06	\$ 30.90
7	Flextral	E0604MP	3/8X1/4 MALE PIPE FITTING		5 each	\$ 2.56	\$ 12.80
8	Flextral	E0804MP	1/2X1/4 MALE PIPE FITTING		5 each	\$ 15.63	\$ 78.15
9	Flextral	E0806MP	1/2X3/8 MALE PIPE FITTING		5 each	\$ 3.04	\$ 15.20
10	Flextral	E1212MP	3/4X3/4 MALE PIPE FITTING		10 each	\$ 4.84	\$ 48.40

COMPANY NAME: Hose Power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

ITEM NO.	BRAND NAME	PART NUMBER	DESCRIPTION	NEW BRAND / PART NUMBER	QUANTITY	UNIT PRICE	EXTENDED PRICE
11	Flextral	N1616MP	1IN X1IN MALE PIPE FITTING		5 each	\$ <u>11.18</u>	\$ <u>55.90</u>
12	Flextral	OB04VBU	GASKET - ORING #4 BOSS		25 each	\$ <u>.18</u>	\$ <u>4.50</u>
13	Flextral	OB06VBU	GASKET-ORING #6 BOSS		40 each	\$ <u>.06</u>	\$ <u>2.40</u>
14	Flextral	OB08VBU	Gasket - O-Ring #8 BOSS		170 each	\$ <u>.10</u>	\$ <u>17</u>
15	Flextral	OB10VBU	Gasket - O-Ring #10 BOSS		20 each	\$ <u>.35</u>	\$ <u>7</u>
16	Flextral	OB12VBU	Gasket - O-Ring #12 BOSS		40 each	\$ <u>.09</u>	\$ <u>3.60</u>
17	Flextral	OB16VBU	GASKET- ORING #16 BOSS		80 each	\$ <u>.40</u>	\$ <u>32</u>
18	Flextral	OB20VBU	GASKET-ORING #20 BOSS		10 each	\$ <u>.17</u>	\$ <u>1.70</u>
19	Flextral	PX25004	HYD HOSE 1/2" HIGH PRESSURE		200 LF	\$ <u>1.17</u>	\$ <u>234</u>
20	Flextral	PX25006	HYD HOSE-3/8" HIGH PRESSURE		200 LF	\$ <u>1.50</u>	\$ <u>300</u>
21	Flextral	PX25008	HYD HOSE 1/2" HIGH PRESSURE		1000 LF	\$ <u>1.85</u>	\$ <u>1,850</u>
22	Flextral	PX25012	HYD HOSE 3/4" HIGH PRESSURE		700 LF	\$ <u>3.17</u>	\$ <u>2,219</u>
23	Flextral	NX18	HYD HOSE 1" HIGH PRESSURE		1000 LF	\$ <u>7.56</u>	\$ <u>7,560</u>
24	Flextral	NX20	HYD HOSE 1 1/4" HIGH PRESSURE		100 LF	\$ <u>9.66</u>	\$ <u>966</u>
25	Flextral	PUR004SILICONE	HOSE 1/4" BLUE SILICONE	<u>AU16-025B1</u>	10 LF	\$ <u>3.32</u>	\$ <u>33.20</u>
26	Flextral	PUR006SILICONE	HOSE 3/8" BLUE SILICONE	<u>AU16-039-100S</u>	10 LF	\$ <u>2.43</u>	\$ <u>24.34</u>

COMPANY NAME: Hose Power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

27	Flextral	PUR008SILICONE	HOSE 1/2" BLUE SILICONE	AW16-050-050BL	5 LF	\$ 4.86	\$ 24.30
28	Flextral	PU010SILICONE	HOSE 5/8" BLUE SILICONE	AW16-063-250BL	5 LF	\$ 5.70	\$ 28.50
29	Flextral	PUR012SILICONE	HOSE 3/4" BLUE SILICONE	AW16-075-100BL	5 LF	\$ 4.95	\$ 24.75
30	Flextral	PUR016SILICONE	HOSE 1" BLUE SILICONE	AW16-100-100BL	5 LF	\$ 9.52	\$ 47.60
31	Flextral	PUR020SILICONE	HOSE 1 1/4" BLUE SILICONE	AW16-104-500BL	5 LF	\$ 11.80	\$ 59.00
32	Flextral	E0606FF	FITTING 1/4" FLAT FACE STRAIGHT		2 each	\$ 3.29	\$ 6.58
33	Flextral	E0606FF90	FITTING 1/4" FLAT FACE 90 DEGREE		2 each	\$ 9.09	\$ 18.18
34	Flextral	E0608FF	FITTING 1/4"X1/2" FLAT FACE		14 each	\$ 4.19	\$ 58.66
35	Flextral	E0608FF45	FITTING 1/4"X1/2" FLAT FACE 45 DEGREE		4 each	\$ 9.83	\$ 39.32
36	Flextral	E0608FF90	FITTING 1/4"X1/2" FLAT FACE 90 DEGREE		8 each	\$ 10.97	\$ 87.76
37	Flextral	E0808FF	FITTING 1/2" FLAT FACE		5 each	\$ 4.34	\$ 21.70
38	Flextral	E1012FF90	FITTING 5/8"X3/4" FLAT FACE		5 each	\$ 16.84	\$ 84.20
39	Flextral	E1012FF	FITTING 5/8"X3/4" FLATE FACE		5 each	\$ 9.14	\$ 45.70
40	Flextral	N1616FF	FITTING 1" FLAT FACE		10 each	\$ 20.13	\$ 201.30
41	Flextral	N1616FF90	FITTING 1" FLAT FACE 90 DEGREE		5 each	\$ 43.63	\$ 218.15
42	Flextral	N1616FF90L	FITTING 1" FLAT FACE 90 DEGREE LONG		5 each	\$ 48.24	\$ 241.20

COMPANY NAME: Hose Power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

43	Flextral	E0404FJ	FITTING 1/2" JIC, STRAIGHT	40 each	\$ <u>2.37</u>	\$ <u>94.80</u>
44	Flextral	E0406FJ	FITTING 1/4"X3/8" STRAIGHT	25 each	\$ <u>2.88</u>	\$ <u>72</u>
45	Flextral	E0606FJ	FITTING 3/8"X3/8" STRAIGHT	25 each	\$ <u>2.74</u>	\$ <u>68.50</u>
46	Flextral	E0606FJ90	FITTING 3/8"X 3/8" 90 DEGREE	5 each	\$ <u>7.61</u>	\$ <u>38.05</u>
47	Flextral	E0608FJ	FITTING 3/8" X 1/2" STRAIGHT	5 each	\$ <u>3.15</u>	\$ <u>15.75</u>
48	Flextral	E0806FJ	FITTING 1/2" X 3/8" STRAIGHT	5 each	\$ <u>6.15</u>	\$ <u>30.75</u>
49	Flextral	E0808FJ	FITTING 1/2"X1/2" STRAIGHT	450 each	\$ <u>3.57</u>	\$ <u>1606.50</u>
50	Flextral	E0808FJ45	FITTING 1/2"X1/2" 45 DEGREE	60 each	\$ <u>9.07</u>	\$ <u>544.20</u>
51	Flextral	E0808FJ90	FITTING 1/2"X1/2" 90 DEGREE	50 each	\$ <u>8.88</u>	\$ <u>444.00</u>
52	Flextral	E0808FJ90L	FITTING 1/2"X1/2" 90 DEGREE LONG	10 each	\$ <u>9.91</u>	\$ <u>99.10</u>
53	Flextral	E0810FJ	FITTING 1/2"X5/8" STRAIGHT	30 each	\$ <u>4.09</u>	\$ <u>122.70</u>
54	Flextral	E1212FJ	FITTING 3/4"X3/4" STRAIGHT	145 each	\$ <u>6.06</u>	\$ <u>878.70</u>
55	Flextral	E1212FJ45	FITTING 3/4"X3/4" 45 DEGREE	20 each	\$ <u>15.52</u>	\$ <u>310.40</u>
56	Flextral	E1212FJ90	FITTING 3/4"X3/4" 90 DEGREE	20 each	\$ <u>15.57</u>	\$ <u>311.40</u>
57	Flextral	E1212FJ90L	FITTING 3/4"X3/4" 90 DEGREE LONG	10 each	\$ <u>17.69</u>	\$ <u>176.90</u>
58	Flextral	E0812MJ	FITTING 1/2"X3/4" MALE JIC	5 each	\$ <u>4.83</u>	\$ <u>24.15</u>

COMPANY NAME: Hose Power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

59	Flextral	E0808MJ	FITTING 1/2"X12" MALE JIC		24 each	\$ 3.45	\$ 82.80
60	Flextral	E0810MJ	FITTING 1/2"X5/8" MALE JIC		55 each	\$ 4.25	\$ 233.75
61	Flextral	E1212MJ	FITTING 3/4"X3/4 MALE JIC		15 each	\$ 5.68	\$ 85.20
62	Flextral	E1216MJ	FITTING 3/4"X1" MALE JIC		15 each	\$ 8.38	\$ 125.85
63	Flextral	N1616FJ	FITTING 1" FEMALE JIC		140 each	\$ 13.05	\$ 1827
64	Flextral	N1616FJ45	FITTING 1" FEMALE 45 DEGREE		25 each	\$ 33.30	\$ 832.50
65	Flextral	N1616FJ90	FITTING 1" FEMALE 90 DEGREE		20 each	\$ 31.54	\$ 630.80
66	Flextral	N1616FJ90L	FITTING 1" FEMALE 90 DEGREE LONG		15 each	\$ 41.94	\$ 629.10
67	Flextral	N1616MJ	FITTING 1" MALE JIC		20 each	\$ 15.29	\$ 205.80
68	Flextral	N1616FF	FITTING 1" FLAT FACE		7 each	\$ 20.13	\$ 140.91
69	Flextral	N1616FF90	FITTING 1" FLAT FACE 90 DEGREE		5 each	\$ 43.63	\$ 218.15
70	Flextral	N2020FJ	FITTING 1 1/4" FEMALE JIC		15 each	\$ 25.96	\$ 389.40
71	Flextral	N2020FJ90	FITTING 1 1/4" 90 DEGREE FEMALE JIC		5 each	\$ 60.33	\$ 301.65
72	Flextral	N2020MJ	FITTING 1 1/4" MALE JIC		5 each	\$ 30.75	\$ 153.75
73	Flextral	C5315X12	FITTING-STEEL ADAPTER	6400-12-12	5 each	\$ 1.72	\$ 8.60

COMPANY NAME: Hose Power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES
IFB # 13PB052

74	Flextral	C5356X4	FITTING STEEL ADAPTER	6502-04-04	5 each	\$ 2.15	\$ 10.75	
75	Flextral	C5365X8	FITTING STEEL ADAPTER	6802-08-08	10 each	\$ 2.93	\$ 29.30	
76	Flextral	C5356X16	FITTING STEEL ADAPTER	6502-16-16	10 each	\$ 2.46	\$ 24.60	
77	Flextral	C5515X6	FITTING STEEL ADAPTER	6801-06-06	5 each	\$ 2.21	\$ 11.05	
78	Flextral	C5515X16	FITTING STEEL ADAPTER	6801-16-16	5 each	\$ 7.90	\$ 39.50	
79	SUBTOTAL (Total of all extended pricing for items 1 through 78)							\$ 26,927.74

AIR CONDITIONING								
1	Flextral	Z0606BTF45	TUBE, #6 BUMPED O-RING FEMALE 45 DEGREE		5 each	\$ 3.86	\$ 19.30	
2	Flextral	Z0606BTF90	TUBE #6 BUMPED O-RING FEMALE 90 DEGREE		5 each	\$ 2.79	\$ 13.95	
3	Flextral	Z0808BTF90	TUBE #8 BUMPED O-RING FEMALE 90 DEGREE		5 each	\$ 3.13	\$ 15.65	
4	Flextral	Z0808BTF90P	TUBE # BUMPED O-RING FEMALE 90 DEGREE R134A PORT		5 each	\$ 8.08	\$ 40.40	
5	Flextral	ZX-08	13/32" SAE J2064 Type C Class 1 Air Conditioning Hose		50 LF	\$ 3.72	\$ 186.00	
6	Flextral	ZX-10	1/2" SAE J2064 Type C Class 1 Air Conditioning Hose		25 LF	\$ 3.99	\$ 99.75	
7	SUBTOTAL (Total of all extended pricing for items 1 through 6)							\$ 375.05

GRAND TOTAL (Total of all extended pricing for items 1 through 78 AND 1 through 6)	\$ 27,302.79
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COMPANY NAME: Hose power

BID FORM - CONT'D



HYDRAULIC & AIR CONDITIONING FITTINGS AND HOSES

IFB # 13PB052

****TAXES**

1. Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: Fleet Services - 9191 East San Salvador Drive, Scottsdale, Arizona 85258

1. Delivery terms are F.O.B. destination.
2. Delivery will be completed within same of 1 days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM # IFB DATED 8-14-13 ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

NO BID: If no bid please state reason:

COMPANY NAME: Hose Power

CITY OF MESA
REVISED AS OF 7/18/2013 TABULATION OF BIDS RECEIVED
THURSDAY, JULY 11, 2013
HYDRAULIC HOSE & FITTINGS
(INVITATION FOR BID #2013132)

*Revised: responsive and total annual estimates.

Description/Total Net Bid	Alternative Hose Inc. Phoenix, AZ.	FleetPride Mesa, AZ.
Hydraulic Hose & Fittings	Non Responsive – failed to bid mandatory Parker Line.	<u>Total Annual Estimate: \$92,010.00</u> Hydraulic Hose 1-5 \$76,797.46 \$76,780.00 Crimp Fittings 6-14 \$42,444.73 \$12,412.50 Adapters15-22 \$1,247.74 \$1,247.50 Protective Sleeve \$1,570.00

Description/Total Net Bid	Lubrication Equipment & Supply / The Hose Advantage Store. Mesa, AZ.
Hydraulic Hose & Fittings	<u>Total Annual Estimate: \$92,897.00</u> Hydraulic Hose 1-5 \$72,760.00 Crimp Fittings 6-14 \$48,067.00 \$16,576.50 Adapters15-22 \$1,490.50 Protective Sleeve \$2,070.00

"No Bid" Response Received From:
 Arizona Brake & Clutch Supply, Inc. – Phoenix, AZ.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRIDGESTONE HOSEPOWER, LLC**

EXHIBIT C
Scope of Work

PROJECT

Hydraulic hoses and fittings parts and service

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRIDGESTONE HOSEPOWER, LLC**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

\$45,000 estimated annually

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$135,000.

DETAILED PROJECT COMPENSATION

Hydraulic hose and fittings parts and service.