

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REFRIGERATION SUPPLIES DISTRIBUTOR**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this *14* day of *March*, 20*16*, between the City of Glendale, an Arizona municipal corporation (the "City"), and Refrigeration Supplies Distributor., a California corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On November 15, 2013, under the Strategic Alliance for Volume Expenditures (S.A.V.E.), the City of Phoenix Procurement Division entered into a contract with Contractor to purchase the goods and services described in the Air Conditioning/Cooler Equipment & Parts - Citywide- Requirements, Contract No. 137351-0 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- 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 the 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 the 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 November 15, 2013, until the date the contract expires on October 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 be

extended beyond October 31, 2018. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until October 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for 2 one-year periods until the Cooperative Purchasing Agreement expires on October 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 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 incorporated 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) for the entire term of the Agreement.

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

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

8. 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 Ron Gouger  
6210 W. Myrtle Avenue, Suite 111  
Glendale, Arizona 85301  
623-930-2647

and

Refrigeration Supplies Distributor  
c/o Deborah Hussey  
2728 W. Weldon  
Phoenix, AZ 85017  
602-264-1055

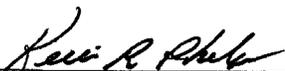
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

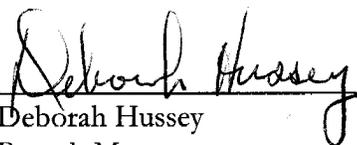
“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Refrigeration Supplies Distributor.,  
a California corporation

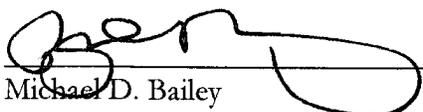
By:   
\_\_\_\_\_  
Kevin R. Phelps  
City Manager

By:   
\_\_\_\_\_  
Name: Deborah Hussey  
Title: Branch Manager

ATTEST:

  
\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REFRIGERATION SUPPLIES DISTRIBUTOR**

**EXHIBIT A**

Air Conditioning/Cooler Equipment & Parts - Citywide - Requirements, Contract No. 137351-0

ER Dec. 11-1-13 for (S) five  
years. Max thru 10-31-18



137351--0

**CITY OF PHOENIX**  
Procurement Division

**INVITATION FOR BID**  
IFB 14-037 (MH)

**AIR CONDITIONING/COOLER EQUIPMENT & PARTS -CITY WIDE  
REQUIREMENTS CONTRACT**

**CONTACT PERSON**  
Mary Hammer  
Procurement Manager  
602-262-7793  
Mary.Hammer@phoenix.gov



**CONTRACT AMENDMENT**

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Date: 8/21/2015  
Purchasing Contract #: IFB14-037  
SAP Contract #: P-1010-14 (4701000608)  
City Clerk Contract #: 137351-0  
Amendment Number: 2

Contract Title: AIR CONDITIONING/COOLER EQUIPMENT & PARTS - CITYWIDE -- REQUIREMENTS CONTRACT

Contractor: Refrigeration Supplies Distributor

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

**SECTION III - SPECIAL TERMS AND CONDITIONS**

**14. OPTION TO EXTEND**

Contract is hereby extended for one year from November 1, 2015 to October 31, 2016.

~~\_\_\_\_\_~~

CITY CLERK DEPT.  
2015 OCT 21 PM 3:24

Buyer Name: Chuck Garvey

ALL OTHER PRICES, TERMS, AND CONDITIONS OF THE CONTRACT WILL REMAIN THE SAME

Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Procurement Division.

Deputy Finance Director/Jim Cameron

Signature

Deborah Hussey, MANAGER  
Typed/Printed Name and Title

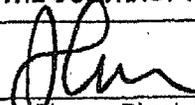
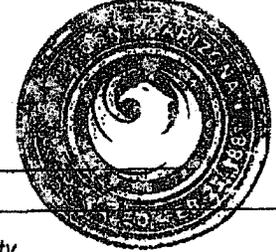
ATTEST:  
  
Deputy City Clerk

Date: 9-9-15

**APPROVED AS TO FORM**

Approved as to form this 7th day of August 2006

"This document has been approved as to form by the City Attorney and is on file with the City Clerk. It does not need to be submitted to the City Attorney for approval unless the form of document is altered."

|  |  |   |
|--|--|---|
|   | <b>CONTRACT AMENDMENT</b>  | <b>CITY OF PHOENIX</b><br><b>Purchasing Division</b><br><b>251 W. Washington Street</b><br><b>8th Floor</b><br><b>Phoenix, AZ 85003</b><br><b>Phone: (602) 262-7181</b> |
|  | Date: 06/18/2014<br>Solicitation#: IFB 14-037<br>SAP Contract # P- 1010-14<br>City Clerk Contract #: 137351-0<br>Amendment Number: 1 |   |
| <b>Contract Title: AIR CONDITIONING/COOLER EQUIPMENT &amp; PARTS -CITY WIDE REQUIREMENTS CONTRACT</b>  |  |   |
| <b>Contractor: Refrigeration Supplies Distributor</b><br>2728 W. Weldon<br>Phoenix, AZ. 85017<br>Attn: Deborah Hussey, Branch Manager<br>Phone: (802) 264-1055<br>Email: DHussey@rsd.net   |  |   |
| <b>THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:</b>  |  |   |
| <u><b>EXTENSION:</b></u><br>This contract is hereby extended for one year from November 1, 2014 to October 31, 2015.<br><u>All required insurance for this contract must be updated and submitted with this amendment.</u>   |  |   |
| Buyer Name: Mary Hammer  |  |   |
| <b>ALL OTHER PRICES, TERMS, AND CONDITIONS OF THE CONTRACT WILL REMAIN THE SAME</b>  |  |   |
| Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Purchasing Division.   | <br>Deputy Finance Director/James Scarborough    | CITY CLERK DEPT<br>2014 JUL 30 PM 2:48  |
| <br>Signature<br>Deborah Hussey, Branch Manager<br>Typed/Printed Name and Title   | ATTEST:<br><br>Deputy City Clerk                 |   |
| Date: June 19, 2014  |   |   |
| <b>APPROVED AS TO FORM</b><br>Approved as to form this 7th day of August 2008 Assistant City Attorney, <i>Mary Finnerty</i><br>"This document has been approved as to form 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 of document is altered."<br>Page 1 of 1 |  |   |

ORIGINAL



**SECTION V – SUBMITTAL**

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Offerors shall submit one (1) complete original offer and one (1) complete electronic copy of the offer (on a CD/DVD, flash drive or jump drive, Adobe searchable PDF format). Please submit only Section V, do not submit a copy of the entire IFB document. This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so. Offeror shall submit Mfg., Public published priced catalogs or if a URL address is available which includes equal information you may include that information in lieu of the actual catalog. All URL addresses provided MUST be accurate.

Failure to supply complete documentation below may result in your response being non-compliant:

| Document   | Original | Electronic | Copy |
|--|----------|------------|------|
| Section V- Submittal (Signed and Completed)      | Yes      | Yes        | No   |
| Published Price Lists (If not available on line) | Yes      | Yes        | No   |

Offers containing omissions or alternations of the electronic spreadsheet may be grounds for the City to consider that offer to be non-compliant.

**1. PAYMENT TERMS**

Bidder offers a prompt payment discount of 0 % 30 days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

**2. DELIVERY**

The Offeror shall have inventory and transportation capacities sufficient to meet citywide customer demand and contract delivery requirements as stated in this solicitation and/or other public agencies locations.

The Offeror shall provide inside and/or dock delivery to any/all locations at no extra charge, upon customer request. Inside delivery shall be defined as delivery of the product inside the customer's business, building, specific office floor or suite. All equipment, machinery or incidentals necessary for delivery shall be the responsibility of the offeror, this shall include removal of crates, pallets, cardboard, etc.

|  |                                  |
|--|----------------------------------|
| Company Name <u>REFRIGERATION SUPPLIES DISTRIBUTOR</u> | Page 1 of 3                      |
| Bid Opening Date: Friday, September 13, 2013           | Solicitation No. IFB 14-037 (MH) |



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### 1. INTRODUCTION

The City of Phoenix invites sealed bids for the supply of Air Conditioning/Cooler Equipment & Parts. This will be a Citywide Requirements Contract, only offers meeting the minimum specifications and provisions requested herein will be considered. Any resultant contract(s) will be for a one-year period commencing upon council approval in accordance with the specifications and provisions contained herein.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-7181/Fax (602) 534-1933 or TTY (602) 534-5500 for assistance.

### 2. SOLICITATION NOTICE

A notice of this solicitation was issued via the City's Vendor Management System (<http://bizopps.phoenix.gov>) using the following commodity codes. To receive any future notifications regarding this solicitation, companies and/or individuals must register with the City's Vendor Management System and select one or more of the following codes:

|        |  |
|--------|--|
| 031-06 | Air Conditioning and Heating: Central Units, and Parts and Accessories Not Individually Itemized   |
| 031-02 | Air Conditioning Units, Portable (For Computer Rooms, Hospital Rooms, Sporting Events, etc.)   |
| 031-03 | Air Conditioners: Commercial, and Parts and Accessories not Individually Itemized  |
| 031-04 | Air Conditioners: Controlled Environment (For Computer Rooms, etc.), and Parts and Accessories not Individually Itemized   |
| 031-13 | Chillers, Heat Exchangers and Receivers  |
| 031-18 | Coil and Fan Units, Air Conditioning   |
| 031-23 | Condensing Units (For Air Conditioners)  |
| 031-26 | Control Systems: Complete (For Automatic Temperature Control)  |
| 031-38 | Evaporative Coolers  |
| 031-46 | Filters and Filter Media, Evaporative Cooler   |
| 031-67 | HVAC Equipment, Accessories and Supplies (Not Otherwise Classified)  |
| 740-59 | Refrigeration Accessories and Supplies: Capillaries, Controls, Dryers, Expansion Valves, Refrigerant Oil, Sealants, Sight Glasses, Thermometers, Vibration Eliminators, etc. |
| 740-63 | Refrigeration Tubing and Fittings  |

### 3. SCHEDULE OF EVENTS

**Bld Due Date:**

September 13, 2013 at 2:00 p.m.  
Local Arizona Time

**Bld Submittal Location:**

Calvin Goode Building  
City of Phoenix Finance Department  
Procurement Division  
251 W. Washington Street, 8th Floor  
Phoenix, AZ 85003



**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**  
**Procurement Division**  
**251 W. Washington Street**  
**8th Floor**  
**Phoenix, AZ 85003**  
**Phone: (602) 262-7181**

**13. PERFORMANCE INTERFERENCE**

Contractor shall notify the specific department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours. Contractor shall copy Mary Hammer, Procurement Manager in writing within twenty-four hours of any/all occurrences.

**14. OPTION TO EXTEND**

The City may, at its sole option, extend the Contract's term for additional periods of time such that the aggregate term of the Contract does not exceed five (5) years. In the event that the City exercises such right, all terms, conditions and provisions of the Contract in place immediately prior to the extension shall remain unchanged and continue to apply during the extension period unless otherwise expressly changed in a Contract Amendment as set forth herein.

**15. CONTRACTOR'S PERFORMANCE**

Contractor shall furnish all necessary labor, tools, equipment, supplies and all incidentals to perform the required services stated within the scope of work. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor.

The Contractor will have three (3) calendar days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

**16. DISCOUNT**

All discounts shall be from the manufacturers most recent public published price list Catalogs(s), these catalogs may be available online therefore listing the URL address to the manufacturers website must be provided (published pricing must be shown on the manufacturers website or within the published catalog submitted with bid).

Discounts offered must be expressed as a single percentage (%) figure for each manufacturer or catalog(s). Offers containing chain or multiple discounts may be considered non-responsive.

**17. PUBLIC PUBLISHED PRICE LIST**

All Public Published Priced product catalogs/Price Lists shall be provided in either electronic or paper copy using properly identified, and dated as to issuance and effectiveness. Electronic copies of the catalogs are preferred. Offer may also include the URL address for each Public Published Price List.

Electronic Copy – Internet connectivity is preferred. If not available via internet, either compact disc (CD), digital versatile disc (DVD) or electronic media will be accepted, formatted to City software (Adobe Searchable PDF).

If necessary, the Offeror shall provide a release allowing the City of Phoenix the rights to install unlimited electronic copies of the Public Published Price List or catalog to the City's Intranet website. Access to manufacturer's websites is acceptable in lieu of paper, CD, or DVD; however, access must be operable to the City during the term of agreement and must contain Public Published Price lists.



**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

**22. LEGAL WORKER REQUIREMENTS**

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

- A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- B. A breach of a warranty under paragraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. The City of Phoenix retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.

**23.**

**COOPERATIVE AGREEMENT**

In addition to the City of Phoenix and with approval of the Contractor, this agreement may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on Contracts, "S.A.V.E." listing and "ICPA". Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City of Phoenix shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

**24. POST AWARD CONFERENCE**

The recommended Contractor(s) may be required to participate in a Post Award Conference by the Finance Procurement personnel for the purpose of ensuring a complete understanding of the requirements.

- A. Upon notification of an award the Contractor(s) will have ten (10) business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in Section III – Special Terms subsection Insurance Requirements of this solicitation. (Note: Insurance requirements are non-negotiable).
- B. If any of the above requirements are not met, the Contractor(s) submittal may be deemed non-responsive and the next lowest responsible offeror will receive low bid notification initiating the pre-award qualification process.



**SECTION IV – SUBMITTAL**

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

**1. SCOPE**

The City of Phoenix Finance Procurement department invites sealed Proposals for **Citywide Air Conditioning/Cooling Equipment & Parts – Requirements Contract**, to be provided to the City of Phoenix in accordance with the specifications and provisions contained herein. Additional rebates, specials, returns or product discounts offered by manufacturers are to be applied when they are directly attributable to this agreement.

**1.1 Background**

The purpose of this IFB is to establish a comprehensive Citywide term contract(s) for Air Conditioning/Cooling Equipment, Parts and Incidentals (including custom sheet metal duct fitting) Contract (s) using a vendor supplied online catalog and electronic ordering system.

**Vendors are strongly encouraged to offer a percentage discount off their entire online catalog.**

**1.2.** The estimated annual dollar volume of products and equipment purchased under the proposed contract(s) may be approximately \$500,000. - \$900,000 dollars annually. This information is based on historical usage data, however, the bidder is reminded that this information is an estimated usage and estimated spend only. The City makes no guarantees as to the volume or dollars that will be spent under any resultant contract(s) and this contract will be used on an as needed, if needed basis. The City makes no guarantee as to actual spend under any resultant contract.

**1.3** This contract is meant to be a comprehensive Air Conditioning/Cooling Equipment & Parts commodities contract (no service is authorized or will be paid for under any resultant contract). As stated above, there is no guarantee as to the exact products or quantities to be purchased under any future contracts. Such items sought in this contract include, but are not limited to:

|  |                                     |                                      |   |
|--|-------------------------------------|--------------------------------------|---|
| OEM conditioning and Heating Equipment | Motor compressor                    | Flexible/Custom Fabricated duct work | Valves, Driers  |
| OEM replacement parts                  | Belts                               | Actuators and valves                 | Arma Flex pipe Insulation                             |
| Air conditioning and Heating equipment | HVAC                                | Replacement parts pump               | Contactors  |
| OEM replacement parts                  | Relays, valves                      | Flexible duct                        | Thermostat guards                                     |
| Evaporative Coolers                    | Motors, fractional HP/less than 1HP | Pumps and parts                      | Blowers, fan blades, bearings                         |
| Compressor parts accessories           | Contactors, expansion valves        | Solder products                      | Residential & Commercial temperature controls, valves |

|  |                                  |
|--|----------------------------------|
| Company Name _____                           | Page 34 of 41                    |
| Bid Opening Date: Friday, September 13, 2013 | Solicitation No. IFB 14-037 (MH) |

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REFRIGERATION SUPPLIES DISTRIBUTOR**

**EXHIBIT B**  
Award and Rate Sheet



SECTION V – SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

OFFER

**TO THE CITY OF PHOENIX:**

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of this solicitation and any written exceptions in the offer.

Arizona Sales Tax No. 07052471-E  
Use Tax No. for Out-of State Suppliers \_\_\_\_\_  
City of Phoenix Sales Tax No. \_\_\_\_\_  
Taxpayer's Federal Identification No. 95-1262130

Bidder certifies that bidder has read, understands, and will fully and faithfully comply with this invitation for Bid, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Deborah Hussey 9-11-2013  
Authorized Signature Date

DEBORAH HUSSEY BRANCH MANAGER

Printed Name and Title

Company Name REFRIGERATION SUPPLIES DISTRIBUTOR (RSD)  
Address 2728 W. WELDON  
City, State and Zip Code PHOENIX, AZ. 85017  
Telephone Number 602-264-1055  
Company's Fax Number 602-266-2951  
Company's Toll Free # 1-877-773-2676  
Email Address dhussey@rsd.net

Indicate on a separate sheet, if Purchase Order or Remit to addresses is different from above.

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please also refer to the Assignment Provision in the General Bidding Instructions and Conditions of Purchase.



SECTION V – SUBMITTAL

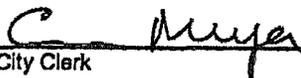
CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

ACCEPTANCE OF OFFER

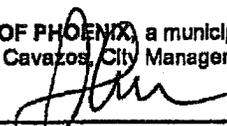
The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon this solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_ . The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

  
\_\_\_\_\_  
City Clerk

CITY OF PHOENIX, a municipal corporation  
David Cavazos, City Manager

  
\_\_\_\_\_  
James Scarborough, Deputy Finance Director

Approved as to form this 14 day of September, 2006

Awarded this 15<sup>th</sup> day of NOVEMBER 2013.

This document has been approved as to form 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 CLERK DEPT.  
2013 NOV 14 PM 3:42

Company Name REFRIGERATION SUPPLIES DISTRIBUTOR

Page 3 of 3

Bld Opening Date: Friday, September 13, 2013

Solicitation No. IFB 14-037 (MH)

INVITATION FOR BID  
 IFB 14-037 (MH)  
 AIR CONDITIONING/COOLER EQUIPMENT PARTS -CITY WIDE  
 REQUIREMENTS CONTRACT  
 SUBMITTAL-V PRICE SHEET

|   |  |
|---|--|
| Solicitation Number: IFB 14-037<br>Solicitation Title: Citywide Air Conditioning Equipment & Parts-<br>Requirements Contract<br>DO NOT ALTER THIS FORM IN ANY WAY, ALTERING THIS FORM<br>WILL FIND YOUR OFFER NON-RESPONSIVE. | <p style="font-size: 24pt; text-align: center; margin: 0;"><b>RSD - REFRIGERATION SUPPLIES</b></p> <p style="font-size: 24pt; text-align: center; margin: 0;"><b>Dist.</b></p> |
|---|--|

Offerors shall indicate Public Published Price List/Catalog and year in the space provided below

Offerors are strongly encouraged to provide percentage discounts on their entire online catalog or as many Manufacturers, as possible.

| Line Number | Manufacturer Name                               | Published Public Price List/Catalog Title and Year | % Discount off Public Published Price List |
|-------------|---|--|--|
| 1           | Alco Control Products                           | <i>rsd.net/mobile</i>                              | NO BID                                     |
| 2           | Alerton Technologies                            |  | NO BID                                     |
| 3           | American Standard Air                           |  | NO BID                                     |
| 4           | Armstrong World Industries                      |  | NO BID                                     |
| 5           | Arrow Hart                                      |  | NO BID                                     |
| 6           | ATCO Rubber Products                            |  | NO BID                                     |
| 7           | BEKO (Better Engineering Controls)              |  | NO BID                                     |
| 8           | Belimo  | BELIMO 2013  | 63.00%                                     |
| 9           | Bell & Gossett (ITT)                            | <i>rsd.net/mobile</i>                              | 0.00%                                      |
| 10          | Braun   |  | NO BID                                     |
| 11          | Carrier   |  | NO BID                                     |
| 12          | Convair Cooler                                  |  | NO BID                                     |
| 13          | Copelamatic                                     | Copeland 2-1-2013                                  | 51.00%                                     |
| 14          | Copelaweld                                      | Copeland 2-1-2013                                  | 60.00%                                     |
| 15          | Copeland Refrigeration                          | Copeland 2-1-2013                                  | 58.00%                                     |
| 16          | Day and Night                                   |  | NO BID                                     |
| 17          | Faeco, General Electric or acceptable alternate | <i>rsd.net/mobile</i>                              | 0.00%                                      |
| 18          | Fujitsu   | FUJITSU 1-1-2013                                   | 54.00%                                     |
| 19          | Furnas Electric                                 | Mars 4-2-2013                                      | 40.00%                                     |
| 20          | Gate Rubber                                     |  |  |
| 21          | Impco   |  |  |
| 22          | Inversys Control                                | <i>rsd.net/mobile</i>                              | 0.00%                                      |
| 23          | Hamie, J.W.                                     | Harris 3-19-2012                                   | 23.00%                                     |
| 24          | Honeywell                                       | Honeywell 8-10-2012                                | 63.00%                                     |
| 25          | Johnson Controls                                | Johnson 10-01-2012                                 | 51.00%                                     |
| 26          | Lau   | <i>rsd.net/mobile</i>                              | 0.00%                                      |

01/13/13  
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INVITATION FOR BID  
 IFB 14-037 (MH)  
 AIR CONDITIONING/COOLER EQUIPMENT PARTS—CITY WIDE  
 REQUIREMENTS CONTRACT  
 SUBMITTAL-V PRICE SHEET

|    |  |                            |  |        |
|----|--|----------------------------|--|--------|
| 27 | Magnetek or acceptable alternate   |                            |  | NO BID |
| 28 | MARS   | Mars 4-2-2013              |  | 40.00% |
| 29 | Marsh Instrument   |                            |  | NO BID |
| 30 | Mastecool/Champion   |                            |  | NO BID |
| 31 | Mitsubishi Electronics   |                            |  | NO BID |
| 32 | Mueller Industries   | mueller fittings 9-24-2012 |  | 65.00% |
| 33 | Callgon  | Nu-callgon 12-4-2012       |  | 22.00% |
| 34 | Ranco Controls   | rsd.net/mobile             |  | 0.00%  |
| 35 | Robertsshaw  | rsd.net/mobile             |  | 0.00%  |
| 36 | Rheem Air Conditioning   |                            |  | NO BID |
| 37 | Sanyo/Fisher   |                            |  | NO BID |
| 38 | Sorian Valves  | rsd.net/mobile             |  | 0.00%  |
| 39 | Staveco  |                            |  | NO BID |
| 40 | Tectumseh  | rsd.net/mobile             |  | 0.00%  |
| 41 | Trachwinds   |                            |  | NO BID |
| 42 | Trane  |                            |  | NO BID |
| 43 | White-Rodgers  | rsd.net/mobile             |  | 0.00%  |
| 44 | URL Address:   | www.rsd.net/mobile         |  |        |
| 45 | URL Address:   |                            |  |        |
| 46 | URL Address:   |                            |  |        |
| 47 | URL Address:   |                            |  |        |
| 48 | URL Address:   |                            |  |        |
| 49 | URL Address:   |                            |  |        |
| 50 | URL Address:   |                            |  |        |
| 51 | Custom sheet metals fabrication for duct fitting /misc. metal work as it relates to like products for Air Conditioning and Cooling. Cost + 25% | N/A                        |  |        |

INVITATION FOR BID  
 IFB 14-037 (MH)  
 AIR CONDITIONING/COOLER EQUIPMENT PARTS -CITY WIDE  
 REQUIREMENTS CONTRACT  
 SUBMITTAL-V PRICE SHEET

|    |   |                                       |        |
|----|---|---------------------------------------|--------|
|    | Any additional manufacturers not listed above that you wish to include in your offer: |                                       |        |
| 52 | Browning (belts)  | Browning 11-19-2012                   | 70.00% |
| 53 | Baldor motors   | Baldor stock product cat 501 9-3-2012 | 61.00% |
| 54 | us motors   | Us Motors 2012                        | 60.00% |
| 55 | just better (jb)  | rsd.net/mobile                        | 0.00%  |
| 56 | Armacell insulation   | rsd.net/mobile                        | 0.00%  |
| 57 |   |                                       |        |
| 58 |   |                                       |        |
| 59 |   |                                       |        |
| 60 |   |                                       |        |
| 61 |   |                                       |        |
| 62 |   |                                       |        |
| 63 |   |                                       |        |
| 64 |   |                                       |        |

**ADDITIONAL DISCOUNT (ON-LINE ORDERING)**

An additional discount percent (%) will be offered for those who utilize the online system to make purchases.  
 This discount will not be considered in the price evaluation of 0 %

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REFRIGERATION SUPPLIES DISTRIBUTOR**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Purchase of parts and services for HVAC repairs for City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
REFRIGERATION SUPPLIES DISTRIBUTOR**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Paragraph 3 of the Agreement

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$45,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Purchase of parts and services for HVAC repairs for City of Glendale facilities on an as-needed basis.