



**2022-054**

**Hydraulic Supply Co**

**Aero Hardware and Supply**

**Supplier Response**

**Event Information**

Number: 2022-054  
Title: Hydraulic Hoses and Repairs for Heavy Duty Trucks & Equipment  
Type: Invitation to Bid  
Issue Date: 8/1/2022  
Deadline: 8/22/2022 03:00 PM (ET)  
Notes: The City of Boca Raton, Florida is accepting sealed Bids from qualified Bidders for the above in accordance with the specifications, terms and conditions contained in the Invitation to Bid (ITB).

The purpose of this Bid is to provide term contract for hydraulic repairs, parts and hoses for the City's heavy duty equipment, sanitation trucks, fire apparatus and Utility Services equipment on an as needed basis

*\*\*Bidders are required to Bid on all items.*

Please log in to view and download the entire document. This ITB is available for electronic submission in accordance with the instructions identified in the Bid document.

For information concerning procedures for responding to the ITB, please contact Robin Annexstein by email, [annexstein@myboca.us](mailto:annexstein@myboca.us). Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum and shall be made in accordance with the Bid instructions.

The invitation to bid document is subject to change and it is the responsibility of all potential Bidders to monitor the website <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> for any addendums prior to submitting your Bid.

*Note: For any questions submitted in the Bidding System, Bidders are requested only submit one question at a time to accurately track the questions submitted.*

*Note: When viewing the Bid, Bidders are requested to identify their intent to Bid. A response is not required and Bidders may proceed to reviewing the Bid Attachments.*

*Public Bid Opening will utilize the Go To Meeting platform as provided in the Bid Opportunities link:*  
<https://brpurch.ionwave.net/CurrentSourcingEvents.aspx>

*Click on Bid Number, Bid Attachments, Exhibit CMT to view dial in information and access code.*

## **Contact Information**

Contact: Robin Annexstein Buyer  
Address: 201 West Palmetto Park Road  
Boca Raton, FL 33432-3795  
Phone: (561) 393-7880  
Email: [annexstein@myboca.us](mailto:annexstein@myboca.us)

## Hydraulic Supply Co Information

Address: 300 International Parkway  
Sunrise, FL 33325  
Phone: (954) 453-8147  
Fax: (954) 845-9524  
Web Address: [www.hydraulic-supply.com](http://www.hydraulic-supply.com)

I hereby confirm authorized signature is as provided in the Bid response, Bidders Certification form

Lee Kuechenmeister

Signature

Submitted at 8/17/2022 01:52:43 PM (ET)

lk@hydraulic-supply.com

Email

## Requested Attachments

### 2022-054 Part II Bid Response

2022-054 PART II Bid Response Motion Ind Inc dba Hydraulic Supply Co.pdf

Bidder to upload Part II Bid Response here and include supporting documents within this upload

### 2022-054 Part III Bid Pricing Form

2022-054 Part III Bid Pricing Form Motion Ind Inc dba Hydraulic Supply Co.xlsx

Bidder to upload completed Bid Pricing Form

### Proof of Insurability

COI 2022 -2023.pdf

Bidder to submit/upload their proof of insurability as detailed in the Special Conditions with Bid response

### Bidder is registered with

Motion Ind Inc dba Hydraulic Supply Co Sunbiz origin and proof of years of business.pdf

### their State of Origin

Bidder to submit/upload proof their firm name is registered with their State of Origin. (Sunbiz may be used for proof of firm name and registration)

### Business Tax Receipt

RESALE CERT-FL74.pdf

Bidder to submit copy/upload their current Business Tax Receipt for their business location. Bidder shall comply with Business Tax Receipt requirements for their business location. Bidders with a business location that does not utilize a Business Tax Receipt, this attachment is not applicable.

## Bid Attributes

### 1 Validation of Supplier Name on Attachment A - Bid Response

Bidder is responsible for validating that the supplier name / profile in the electronic bidding system matches the name provided on your Attachment A - Bidder Certification Form.

To check your supplier name in the electronic bidding system:

1. Click on the RESPONSE tab in the electronic bidding system
2. Review your Profile
3. Any necessary Company Name changes require an email request from the user with administrator rights within the electronic bidding system to email the Buyer with the "Name" to be updated, supported by verifying documentation (Sunbiz, Articles of Incorporation, etc.) for review and validation.

☐ Confirmed, Validation completed (Confirmed, Validation completed)



# CITY OF Boca Raton

PURCHASING DIVISION  
201 W. PALMETTO PARK ROAD  
BOCA RATON, FL 33432  
(561) 393-7871

## **Invitation to Bid BID NO. 2022-054 Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment**

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## GENERAL TERMS AND CONDITIONS

These general terms and conditions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard general terms and conditions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

### 1 INSTRUCTIONS TO BIDDERS

- 1.1 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS: Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.2 GENERAL INFORMATION: These documents as listed in the Table of Contents, TOC-1, constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at <https://www.myboca.us/253/Tabulations-Award-Recommendations>.
- 1.3 BIDDER NOTIFICATION: Notice of the ITB's will be emailed to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific commodity code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be emailed within a reasonable time frame, for that Bid only. The emailing of one ITB notice to Bidder, or a Bid in return, will not register a Bidder on the City's registration system. Bidders may register on the City's website by visiting <https://www.myboca.us/244/Supplier-Registration>
- 1.4 SUBMISSION, RECEIPT, AND OPENING OF BIDS: No Bid shall be considered unless received prior to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.
- 1.5 Bidders are encouraged to submit their Bid document via electronic submission.. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.
- 1.6 For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office (Room 105) at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of Bidder on outside of the package.
- 1.7 Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.
- 1.8 ADDENDUMS: The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website. The City will make every effort to notify registered Bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources.
- 1.9 NO BIDS: If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

## 2 DEFINITIONS:

### 2.1 BIDDING DEFINITIONS

The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, statement of work, instructions to bidders, addenda, and any other document used in the bidding process:

Award – The written notice of the acceptance of a Bid deemed by the proper authority of the City to be in the best interests of the City.

Bid – a price and terms quote received in response to an ITB.

Bidder/Supplier – Person or firm submitting a Bid.

Business Days - Monday through Friday, excluding National Holidays

Calendar Days – Monday through Sunday, including National Holidays

Contract – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

Contractor – Successful Bidder who is awarded a Purchase Order, award Contract, or Term Contract to provide goods or services to the City.

Days – Calendar Day, Monday through Sunday, including National Holidays

Invitation to Bid (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

May – Denotes the permissive.

Responsible Bidder or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

Shall – Denotes the imperative.

Successful Bidder - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

## 3 BIDDING AND AWARD PROCEDURES

3.1 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.

### 3.2 AWARD AND REJECTION OF BIDS:

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the Contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.3 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each

item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

- 3.4 **MISTAKES:** Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail, and the Bidder's total will be corrected accordingly.
- 3.5 **TAXES:** The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the Successful Bidder with an exemption certificate or it may be obtained from the City's website at <https://www.myboca.us/239/Supplier-Information-Help>. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.6 **BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.7 **CONTRACTOR LICENSE:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extent required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.8 **WARRANTIES OF USAGE:** Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.9 **ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 **MINIMUM AND MANDATORY SPECIFICATIONS:** The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications and statement of work to be acceptable to all Bidders and all objections are waived by the Bidder.
- 3.11 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 **PUBLIC RECORDS:** Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.
- 3.13 **DRUG FREE WORKPLACE PROGRAMS:** Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by

the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

- 3.14 **LEGAL REQUIREMENTS:** Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof. Lobbyist Registration Forms are available at:  
<https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f>
- 3.15 **PROCUREMENT CODE:** A copy of the Procurement Code is available for your review at <https://www.myboca.us/239/Supplier-Information-Help>.
- 3.16 **PUBLIC ENTITY CRIMES:** In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 3.17 **CODE OF ETHICS/CONE OF SILENCE:** If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida. Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:  
<https://www.myboca.us/230/Purchasing-Division>
- The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at [http://www.palmbeachcountyethics.com/pdf/Lobbyist\\_Registration\\_Ordinance-2012.pdf](http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf).
- 3.18 **NON-COLLUSION:** Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

#### **4 INSURANCE**

- 4.1 **INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this Contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written

notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

- 4.2 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

## **5 PURCHASE ORDER AND CONTRACT TERMS:**

- 5.1 **METHOD OF ORDERING:** Items shall be ordered via an individual purchase order.
- 5.2 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.

Deliveries shall be made in accordance with City of Boca Raton security procedures.

- 5.3 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.
- 5.4 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES:** Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.
- 5.5 **CHANGES / MODIFICATIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the awarded Bid and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or Contract.
- 5.6 **PAYMENT TERMS, CASH DISCOUNTS AND INVOICES:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.  
Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the Contract or purchase order document, submitted to:  
invoices@myboca.us or  
City of Boca Raton, Financial Services Department  
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432  
PH: 561-393-7727
  - (b) All invoices submitted shall: consist of an original; clearly reference the subject purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
  - (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Bidder's Business name and address for payment.
- 5.7 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.
- 5.8 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.
- 5.9 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting Contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this Contract shall do so independent of any other governmental entity.
- 5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.
- 5.11 ASSIGNMENT: The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract. Any assignment, sale, pledge or conveyance of this Contract by Contractor must be previously approved in writing by the City.
- 5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- 5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.14 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel Contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
- 5.15 **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.
- 5.16 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the Contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this Contract for a minimum of (1) year beyond the last day of the Contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this Contract for the duration of the Contract and for one year following the last day of the Contract.
- 5.17 **POST SALE AUDIT ADJUSTMENT:** All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the Contract.
- 5.18 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this Contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 **CONTRACTOR REGISTRATION:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.21 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this Contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.
- 5.22 **COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE:** Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.
- 5.23 **GOVERNING LAW AND VENUE:** Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Agreement will be interpreted

according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.

- 5.24 NON-DISCRIMINATION: The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.
- 5.25 CITY POLICIES: Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the Contract.
- 5.26 ADDITIONAL DISCOUNTS: Should sales promotions occur during the term of the Contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the Contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.
- 5.27 PUBLIC RECORDS:
- A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:
- 1) Keep and maintain all public records related to the performance of the services.
  - 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law.
  - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract.
  - 4) Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.
  - 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this Contract or at law.
- C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740,

[BRCITYCLERK@MYBOCA.US](mailto:BRCITYCLERK@MYBOCA.US), CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

- A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
- C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.
- D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

5.29 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

## SPECIAL CONDITIONS

### PART I - INSTRUCTION TO BIDDERS

#### 1.01 INSTRUCTIONS TO BIDDERS

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment, Bid Number 2022-054.

This Bid package contains all of the information and documents necessary to prepare and submit a Responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

*The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.*

Due date and time for Bid response: **Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on 8/22/2022.**

Bidder is directed to the Response Attachments section of the City of Boca Raton eSourcing Portal for attachments to be completed and submitted with the Bid response.

#### 1.02 PURPOSE

The purpose of this Bid is to provide term contract for hydraulic repairs, parts and hoses for the City's heavy duty equipment, sanitation trucks, fire apparatus and Utility Services equipment on an as needed.

#### 1.03 HOW TO RESPOND TO THIS BID

Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.

Submission of the Bid response by electronic transmission using the City of Boca Raton eSourcing Portal located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the Bid electronically: (1) the Bidder should download the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format unless other file format is identified; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City of Boca Raton eSourcing Portal pursuant to the directions in the City of Boca Raton eSourcing Portal. Please note that the maximum file size is 100 MB for an uploaded file.

Bidders are strongly encouraged to read the Supplier Guides and Tutorials available in the City of Boca Raton's eSourcing Portal well in advance of their intention of submitting a response to ensure familiarity with the City of Boca Raton's eSourcing Portal and submitting a response through it. The City shall not be responsible for a Proposer's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the City of Boca Raton's eSourcing Portal.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City of Boca Raton eSourcing Portal and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be rejected by the City of Boca Raton eSourcing Portal.

**It is highly recommended that Bidders submit their Bid response as an electronic submission using the City of Boca Raton eSourcing Portal.**

Delivery of the Bid response as a sealed paper Bid response.

The City will receive Bids at the following address:

City of Boca Raton  
City Hall / Attn: Purchasing Division, Room 105  
Attn: Robin Annexstein  
Bid Number: 2022-054, Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment  
201 W. Palmetto Park Road  
Boca Raton, FL 33432

- i. The envelope shall be identified on the outside with the Bidder's name and address, and the notation: "Bid No. 2022-054, Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment".
- ii. Bidders are instructed to enter building through the front entrance door (North side of City Hall Building) when hand delivering bids.
- iii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at that reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.
- iv. Bidders are responsible for verifying that they have received and viewed all bid pages. Bidders are requested to submit an original and no copy of their Bid document for review by the City. Each applicable response attachment as provided in the City of Boca Raton eSourcing Portal are to be submitted in accordance with the instructions for each specified attachment.

#### **1.03.1 Rejected Bid Response**

A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected. As indicated above, the City of Boca Raton eSourcing Portal will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

#### **1.03.2 Viewing of Bid Response**

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/253/Tabulations-Award-Recommendations>

Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such Bid and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the

Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

In addition to General Condition Item 1.7, the City utilizes "Go To Meeting" as their Communications Media Technology (CMT) as fully detailed in Exhibit CMT for the public Bid opening.

#### **1.04     INTERPRETATION / INQUIRIES / CORRECTION OF BIDDING DOCUMENT**

All Bidders shall carefully examine the Bid documents. Any ambiguities, errors or inconsistencies shall be brought to the attention of the City procurement contact in writing prior to the opening of Bids. Failure to do so by the Bidder will constitute an acceptance by the Bidder of any subsequent decision by the City and a waiver of any such ambiguity or inconsistency.

Bidders shall promptly notify the City procurement contact in writing of any ambiguity, inconsistency or error which is discoverable upon examination of the Bidding documents or of the site and local conditions. **In conjunction with General Term and Condition No. 3.10, such notice to be provided at least (7) business days prior to the Bid due date at the address listed below.**

Bidders requiring clarification or interpretation of the Bidding documents shall make a written request which shall reach the City at the address listed below at least seven (7) business days prior to the Bid due date. Bidders requesting clarification or interpretation of the Bidding documents shall identify in their correspondence the article, section or page for each inquiry made.

Inquiries shall clearly address the Bid number and Bid title in the subject line and be addressed to the City's Purchasing Division at:

City of Boca Raton/Purchasing Division, Room 105  
Attn: Robin Annexstein  
Bid Number: 2022-054, Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment  
201 W. Palmetto Park Road  
Boca Raton, Florida 33432

Or by Email  
Email: annexstein@myboca.us

**Oral explanation given before the opening of the Bid will not be binding.** Any interpretation or corrections to the Bidding document will be in the form of an Addendum. Only questions answered by formal written Addenda will be binding.

## **PART II         DEFINITIONS**

### **2.01    DEFINITIONS**

**City of Boca Raton eSourcing Portal:** the electronic bidding platform software used by the City of Boca Raton, managed by IonWave Technologies, Inc.

**City Project Managers or their designee:** Municipal Services; Fleet Maintenance Superintendent

## **PART III        BIDDING AND AWARD PROCEDURES**

### **3.01    F.O.B. POINT**

All prices quoted shall be F.O.B. destination, freight prepaid (Contractor pays and bears freight charges, Contractor owns goods in transit and files any claims). The Contractor shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order, when not listed in the Bid document.

All costs derived for transporting materials, labor and equipment to perform the services in this Contract shall be borne by the Contractor and reflected in the unit price.

### **3.02 QUALIFICATION OF BIDDERS**

This Bid shall be awarded only to a Responsive and Responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidder Form.

THE QUALIFICATION OF BIDDER REQUIREMENTS FOR THE BID ARE IDENTIFIED IN QUALIFICATION OF BIDDER FORM.

### **3.03 COMPETENCY OF BIDDERS**

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to warrant that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

### **3.04 BACKGROUND INFORMATION**

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City. Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Boca Raton Police Department.

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

### **3.05 TERMS, CONDITIONS AND SPECIFICATIONS**

With the exception of submitting an "Alternate" in accordance with item 3.9 of the "General Terms and Conditions", no additional terms, conditions or specifications included with Bidder's Bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and technical specifications and statement of work in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

### **3.06 WARRANTY**

#### **3.06.1 WARRANTY FOR REPAIRED ITEMS**

The awarded Contractor shall fully warranty all repairs against defect in materials and/or workmanship for a period of ninety (90) calendar days from date of delivery and acceptance. The warranty period shall meet or exceed the manufacturer's warranty period for any parts and materials utilized from Group B. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the awarded Contractor shall repeat the repair at no cost to the City of Boca Raton, immediately upon written notice from the City's Project Manager.

### **3.06.2 WARRANTY FOR FABRICATED ITEMS**

The awarded Contractor shall fully warranty all fabricated items against defect in materials and/or workmanship for a period of ninety (90) calendar days from date of delivery and acceptance by the City of Boca Raton. The warranty period shall meet or exceed the manufacturer's warranty period for any parts and materials utilized from Group B. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the awarded Contractor shall replace the same item at no cost to the City of Boca Raton, immediately upon written notice from the City's Project Manager.

### **3.07 METHOD OF AWARD**

In conjunction with General Condition 3.2, award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

- The City reserves the right to award to a single Bidder on an all or none basis. Bidder is required to bid all items to be considered.

### **3.08 TIE BID RESPONSES**

Tie Bids shall be made in accordance with item 3.13 of the General Conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie Bid still remains, the following shall apply.

- A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.
- B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

### **3.09 POST AWARD MEETING**

Within five (5) days after receipt of notification of Bid award, Successful Bidder (hereinafter referred to as the Contractor) shall have their assigned account representative meet/review/schedule a conference call with the City Project Manager.

Items to be reviewed include, but are not limited to:

- Ordering procedures

- Tracking of orders / back order communication
- Return authorizations
- Scheduling of services
- Contact lists and phone numbers

The City Project manager will arrange for the post award meeting.

## **PART IV INSURANCE REQUIREMENTS**

*Proof of ability to obtain insurance to be submitted with Bid document unless exempted.*

### **INSURANCE REQUIRED FOR DELIVERY**

#### **4.01 COMMERCIAL GENERAL LIABILITY**

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

#### **Additional Insured Endorsements**

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

#### **4.02 GARAGEKEEPER'S LIABILITY**

The Contractor shall procure and maintain, for the life of the Contract, Garagekeeper's Legal Liability at a limit not less than **\$500,000** per occurrence against Comprehensive and Collision/Upset causes of loss. When a per vehicle sublimit applies, the minimum sublimit shall not be less than \$50,000 per vehicle. Any per vehicle or per occurrence deductible shall be the Contractors responsibility.

#### **4.03 WORKER'S COMPENSATION & EMPLOYER'S LIABILITY**

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

#### **4.04 BUSINESS AUTOMOBILE LIABILITY**

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

\_\_\_\_\_ does not own any vehicles.

"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

\_\_\_\_\_ agrees to purchase "Any Auto" or

"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: \_\_\_\_\_

#### **4.05 SUBCONTRACTOR'S INSURANCE**

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

#### **4.06 SUPPLEMENTAL PROVISIONS**

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by email to [Purchasing-Insurance@myboca.us](mailto:Purchasing-Insurance@myboca.us).
2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the Purchasing Division by email to [Purchasing-Insurance@myboca.us](mailto:Purchasing-Insurance@myboca.us).

### **PART V PURCHASE ORDER AND CONTRACT TERMS**

#### **5.01 CONTRACT**

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon award of the Bid by the City Manager or the City Council and execution of a City of Boca Raton purchase order or a Notice of Award letter from the City.

The City Manager approval or the City Council approval shall constitute authorization to execute a City of Boca Raton purchase order and/or Notice of Award letter with reference to the Bid, which shall act as the

binding Contract between the City and the awarded Bidder(s). The Contract shall include the Bid solicitation, any and all addenda issued by the City and the Bid response submitted by the Bidder. In any discrepancy between the documents, the order of precedence shall be as follows: 1) Addendum in reverse order of release; 2) Bid solicitation; 3) Bid response. In case of default on the part of the awarded Bidder, the City may procure the items or services from other sources and hold the Bidder responsible for any excess cost occasioned or incurred thereby.

Where the Contract involved a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

## **5.02     CONTRACT PERIOD AND AUTOMATIC RENEWAL**

The initial Contract period shall commence upon the date of notice of award by the City and shall be for a one (1) year term **automatically** renewed thereafter for four (4), one (1) year renewal periods subject to termination clause(s) as provided herein.

Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. The City requires a firm price for the first year of the initial contract period. Automatic annual renewals shall be in compliance with the specifications, terms, conditions and any cost adjustments approved by the City.

For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one (1) year. Option for extension will only be exercised upon mutual written agreement and with all specifications, terms, conditions and any cost adjustments approved by the City.

## **5.03     ANNUAL COST ADJUSTMENT**

Prices quoted shall be firm for year one (initial contract term). Thereafter, any annual term which Contractor requests a cost adjustment, the following conditions shall apply:

1.     Prices bid may be subject to a cost adjustment only if increases or decreases occur in the industry.
2.     Any requested adjustment shall be fully documented by the Contractor and submitted to the Buyer at least 90 days prior to each annual anniversary date. Contractor is responsible for obtaining confirmation of receipt for their cost adjustment submittal.
3.     The cost adjustment submittal shall identify each Bid item affected and the proposed price adjustment with written justification documenting and attesting that the request is a bonafide cost increase/decrease, with applicable CPI index or other industry index data to support the cost increase/decrease.
4.     The City may, after examination, refuse to accept the adjusted costs if the cost adjustments are not adequately validated with supporting documentation. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date with written notice to the Contractor. Any cost adjustments approved by the City will be approved in writing from the City and made effective for the upcoming renewal term. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

## **5.04     MODIFICATIONS/ADDITIONS/DELETIONS OF PRODUCTS/SERVICES/LOCATIONS**

Although this Bid identifies specific products/services/locations to be serviced, it is hereby agreed and understood that any product/service/location may be deleted from this Contract at the option of the City at any time when and where deemed necessary with written notice by the City.

When the City may require additional products/services/locations, the Contractor agrees to provide a price quote for such product/services/locations based upon a formula or method which is the same or similar to that used in establishing the prices in this Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services/locations from other vendors or to cancel the Contract or a portion of the Contract. Items added or amended must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee by use of a contract modification.

#### **5.05     METHOD OF ORDERING**

Multiple / Single purchase order(s) will be issued by the City. All terms, conditions and prices of this Bid are applicable. Invoice(s) must reference purchase order number.

#### **5.06     DELIVERY**

Delivery time is of the essence in the issuance of this Invitation to Bid. Delivery shall be no later than two (2) business days for fabrication of hydraulic hoses after request from the City Project Manager and five (5) days for hydraulic repairs following pickup from the City facility.

#### **5.07     QUANTITY**

The quantities shown are estimated as annual requirement.

The City of Boca Raton reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this Contract.

The estimated quantities are used by the City for purposes of determining the mathematical calculations for bid evaluation.

#### **5.08     ACCEPTANCE AND PAYMENT**

In conjunction with General Term and Condition No. 5.3 and 5.6, the City of Boca Raton will pay 100% of the Contract price for each order after all items have been delivered/installed and accepted / after all services have been provided and accepted by the City. The using department will make final inspection of the material/services covered by this Bid when it is delivered / installed in accordance with the specifications and must be approved before payment is made.

#### **5.09     AS SPECIFIED**

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by the City. Contractor is responsible for all packaging, shipping, and logistics in order for the City to return the goods. The City may return, for full credit, any goods received which fail to meet the City's performance standards.

Replacement goods meeting the Bid specifications shall be submitted within an agreed upon delivery time after notice of rejection of the non-conforming goods. There shall be no additional fees associated with the delivery of the replacement goods.

At the option of City, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Contractor shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

Payment will be withheld until replacement goods are delivered meeting the specifications herein.

Unsatisfactory performance may result in the termination of the Contract

#### **5.10     OWNERSHIP OF DRAWINGS AND/OR BILLS OF MATERIALS**

Any engineered drawings and/or bills of materials created by the Contractor on behalf of this bid shall become the property of the City of Boca Raton. If so, upon the City's request, drawings and/or bills of materials shall be provided to the City in an electronic format transmitted via email or other means at no additional cost. Such drawings and/or bills of materials produced and provided to the City shall be reusable and editable by other sources. The City may also provide to the Contractor any drawings and/or bills of materials which may be on file with the City's Project Manager. Any such drawings and/or bills of materials provided to the Contractor must be returned to the City in good condition prior to end of contract or final payment of services. The Contractor shall understand that invoices may not be processed for payment if drawings and/or bills of materials are not provided and/or returned to the City. The drawings and/or bills of materials produced shall become the property of the City, and as such, the City reserves the right to utilize such drawings and/or bills of materials as deemed appropriate.

#### **5.11     PURCHASE ORDER DURATION**

Purchase orders issued must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the City term Contract shall apply to the single delivery/performance and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the Contract. However, if the Contractor expressly and in writing notifies the City Buyer as listed on the Purchase Order within three (3) business days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the term contract, then the purchase order will either be amended in writing by the City within three (3) business days of receipt of the contractor's notice to reflect the term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the term contract period by more than twelve months, including any term extension periods.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the term contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

#### **5.12     PROTECTION OF PROPERTY**

The Contractor shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

#### **5.13     CONTRACTOR RESPONSIBILITY**

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

**5.14     E-VERIFY**

Should Bidder become the Successful Bidder for Bid No. 2022-, by entering into this Contract, the Successful Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.***

## TECHNICAL SPECIFICATIONS AND STATEMENT OF WORK

### I. STATEMENT OF WORK

The City of Boca Raton is seeking to establish a term contract providing firm pricing for aftermarket repairs of hydraulic cylinders, in addition to fabrication of new hoses. These cylinders and hoses will be used for repair of the City's heavy duty trucks and equipment, mainly sanitation trucks. The City operates a mixed fleet of refuse compaction bodies which constituted the most frequent use of the hydraulic repair and replacement components.

The City's primary user of this contract is Municipal Services; Fleet Maintenance Division however the City reserves the right to add additional Departments and/or Divisions which may require this type of work during the term of the contract.

All parts and services required under this contract will be for trucks or equipment which is currently undergoing repair; therefore time is critical. The City requires a responsible Contractor that will provide prompt and quality service. Services required will be on an as needed basis. Normal hours of operation for pick-up and delivery are as follows:

Municipal Services – Fleet Maintenance Division  
2500 N.W. 1<sup>st</sup> Avenue; Boca Raton, FL 33431

Monday – Friday

7:00 a.m. to 5:00 p.m.

All work shall be performed of the highest quality and in accordance with manufacturer's recommended procedures and specifications. All hoses, fittings and components must be new and meet all current industry standards for strength, construction and safety. All replacement parts provided must meet or exceed the specifications and performance of the original component part. All replacement materials and parts utilized in the repair of hoses and cylinders shall be free of wear, breaks, cracks, corrosion and all other defects. In case of a dispute it will be the awarded Contractor's responsibility to provide proof positive that their firm's item meets or exceeds original equipment manufacturers specifications.

The awarded Contractor is to furnish all labor, materials, tools, equipment and services necessary to perform these tasks at the Contractor's facility.

The awarded Contractor shall be able to provide a pickup and delivery service at no additional cost to the City during the operating business hours as listed above. **No travel time/fees shall be reimbursed by the City.**

### II. TECHNICAL SPECIFICATIONS

#### **3     HYDRAULIC CYLINDER REPAIR REQUIREMENTS**

The requirements for hydraulic repairs are to obtain firm pricing for hourly labor rates (machine time rate and shop time rate) for repairs to hydraulic cylinders of various manufacturers of heavy duty trucks and equipment and to establish a percent discount for parts and supplies utilized to provide these repairs.

The majority of the repairs will be for sanitation trucks equipped with rear-loading bodies, side loading bodies, recycling trucks with side loading bodies and trash trucks equipped with swing crane grappling booms and dump bodies.

Upon pick-up of required cylinder for repair, the awarded Contractor shall communicate to the City the extent of damage incurred and the feasibility to repair. The awarded Contractor is to furnish all labor, materials, tools, equipment and services necessary to perform the repair of the required cylinder. Before any work is initiated, the awarded Contractor shall provide the City with a written estimate for each repair to include the following:

- A. Unit pricing for repairs shall be based on hourly rates and materials submitted in bid package under Group A, Items 1 and/or 2 for labor and Item 3 for parts.
- B. Determination if hard parts are required to complete repairs.

- C. Estimated completion date for repair.

**Estimates shall be provided at no charge to the City.**

**1.3     HYDRAULIC CYLINDER REPAIRS – SCOPE OF WORK**

- A. The awarded Contractor shall completely disassemble and strip down each hydraulic cylinder to its basic components. Clean, thoroughly inspect and rebuild hydraulic cylinder components as follows:
1. Hone tube
  2. Re-surface cylinder rod (buff and smooth)
  3. Reassemble hydraulic cylinder per manufacturer instructions
  4. Reassemble hydraulic cylinder with new heavy-duty snap rings or retainers
- B. Install all components of an OEM (Original Equipment Manufacturer) seal kit. Seal kit components to include but not limited to the following:
1. New Seals
  2. New O-rings
  3. New wear rings
  4. Wiper and seals
  5. New packing
- C. Affix durable identification tags indicating date of repair and business name.
- D. Test and cycle to manufacturer's specifications.

**No assembly charges will be allowed for the rebuild of hydraulic cylinders.**

**1.4     HYDRAULIC HOSE FABRICATION REQUIREMENTS**

The requirements for hydraulic hose fabrication are to obtain firm price for hourly labor rates (machine time rate and shop time rate), parts and materials to fabricate hydraulic hoses and to maintain an on-hand inventory. The awarded Contractor is to furnish all labor, materials, tools, equipment and services necessary to perform the fabrication of the required component. The City Project Manager will contact the awarded Contractor to schedule pick up of items the City requires to be fabricated.

Hoses must meet or exceed minimum standards set by the Society of Automotive Engineering.

The majority of the repairs will be for sanitation trucks equipped with rear-loading bodies, side loading bodies, recycling trucks with side loading bodies and trash trucks equipped with swing crane grappling booms and dump bodies.

**1.5     HYDRAULIC HOSE FABRICATION – SCOPE OF WORK**

- A. Air brake hoses, tubing and fittings must meet or exceed the Department of Transportation (DOT) minimum standards.
- B. All hydraulic hoses must meet or exceed manufacturer specifications set for the application and be of premium quality. All hoses are to be Parker, Gates, Goodyear or City approved equal.
- C. All fittings are to be Parker Hannifin or City approved equal.
- D. All couplers are to be Dixon, Dayco or City approved equal.

**No assembly charges will be allowed for the purchase of newly fabricated hoses.**

The determination as to whether any alternate is equal or better OR is not equal or better shall be made solely by the City Project Manager and such determination shall be final and binding.

**1.6     SUPPORTING DOCUMENTATION FOR PARTS AND MATERIALS**

The City reserves the right to audit the awarded Contractor's invoices for parts and materials upon request. The City Project Manager will notify the awarded Contractor in writing of requested invoices for audit purposes.

Cost for non-OE (original equipment) and non-OEM (original equipment manufacturer) parts and materials pricing shall be detailed on the estimate and invoice with the cost of each item based on Manufacturer's Suggested Retail Price less applied percent discount.

Designation of OE and OEM parts and materials to be identified in each estimate and invoice. Pricing for any OE or OEM parts and materials used for repairs or new fabrication shall be Manufacturer's Suggested Retail Price less percent discount identified for the manufacturer used in Group B and applied to each item.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.***

## BIDDER CERTIFICATION FORM

(This form must be signed in the presence of a Notary Public)

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

\*Bidder must submit proof that their firm name is registered with their State of origin.

**\*Name of Bidder:** \_\_\_\_\_  
(Firm Name as Registered with their State of origin)

Federal I.D. No.: \_\_\_\_\_

Above Bidder is:     ☐ Corporation                      ☐ Limited Liability Corporation  
                                 ☐ Sole Proprietorship        ☐ Partnership/Joint Venture

**Business Address:**

Street Address : \_\_\_\_\_  
(P.O. Box Address is not permitted)

City, State, Zip: \_\_\_\_\_

**Mailing Address:** ☐ check if same as Business Address above

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Business Phone No: \_\_\_\_\_

Business Fax No.: \_\_\_\_\_

**Authorized Signer:**

Name of Authorized Signer: \_\_\_\_\_

Title of Authorized Signer: \_\_\_\_\_  
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: \_\_\_\_\_

**Authorized Written Signature:** \_\_\_\_\_

STATE OF: \_\_\_\_\_ COUNTY OF \_\_\_\_\_

*The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me (or who has produced \_\_\_\_\_ as identification).*

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

NOTARY NAME: \_\_\_\_\_

Commission Number: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

## QUALIFICATION OF BIDDER FORM

This Bid shall be awarded only to a Responsive and Responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidder Form.

Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained and not considered for evaluation.

Name of Bidder: \_\_\_\_\_

### Qualification Requirement No. 1

A. Bidder shall have a minimum of three (3) satisfactory references for similar accounts providing repairs to hydraulic cylinders, motors, pumps and hydraulic hose fabrication within the past three (3) years. Identify firm name, contact name, address, phone number, dates of contract and types of repairs performed.

#### Reference No. 1

Company/Entity Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Name & Title \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Phone No.: \_\_\_\_\_  
Date of Service or Contract Period: \_\_\_\_\_  
Summary of Hydraulic Repairs and Hose Fabrication Services Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Reference No. 2

Company/Entity Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Name & Title \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Phone No.: \_\_\_\_\_  
Date of Service or Contract Period: \_\_\_\_\_  
Summary of Hydraulic Repairs and Hose Fabrication Services Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Reference No. 3

Company/Entity Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Name & Title \_\_\_\_\_

**City of Boca Raton Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment 2022-054**

Contact Email:

Contact Phone No.:

Date of Service or Contract Period:

Summary of Hydraulic Repairs and Hose Fabrication Services Performed:

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**Qualification Requirement No. 2**

The City will not award a Bid to any Bidder who cannot provide evidence that their Firm Name identified on the Bidder Certification Form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business: \_\_\_\_\_

Bidder to submit proof for years their firm has been in business as an attachment.

Bidder to confirm attachment is submitted Yes \_\_\_\_\_ No \_\_\_\_\_

## QUESTIONNAIRE

Name of Bidder: \_\_\_\_\_

- 
1. Days and hours of operation of bidder.

\_\_\_\_\_

2. Name(s) and phone number (including cell number) of person(s) to be contacted for customer service, scheduling and placement of orders.

Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Cell: \_\_\_\_\_

Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Cell: \_\_\_\_\_

3. Provide minimum number of daily pick up and deliveries:

\_\_\_\_\_

4. Name of individual to contact with questions regarding Bid submittal:

Name/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

5. Contact person for Insurance Certificate:

Name \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

6. Contact person for Accounts Receivable and is authorized to validate and provide banking information if requested by City of Boca Raton Treasurer or their designee:

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM**

The undersigned Bidder (vendor) in accordance with Florida Statute 287.087 hereby certifies

\_\_\_\_\_ does:  
(Name of Business/Bidder)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Bidder Name Printed

\_\_\_\_\_  
Date

**BID FORM**  
**2022-054**  
**Hydraulic Repairs and Hoses for Heavy Duty Trucks & Equipment**

Bidder  
Name: \_\_\_\_\_

(Bidders may only submit one bid)

**GROUP A – HYDRAULIC REPAIRS for ALL DEPARTMENTS**

| Item No. | Description       | Estimated Annual Quantity | UOM | Unit Price | Total Price |
|----------|-------------------|---------------------------|-----|------------|-------------|
| 1        | Shop Time Rate    | 300                       | Hrs |            | \$0.00      |
|          |                   |                           |     | per hour   |             |
| 2        | Machine Time Rate | 400                       | Hrs |            | \$0.00      |
|          |                   |                           |     | per hour   |             |

**Non-OE (Original Equipment) or OEM (Original Equipment Manufacturer) Parts and Materials:**

For Item 3, the City has indicated the estimated annual expenditure that is required to provide non-OE or OEM replacement parts and materials. This item is exclusive of items listed in Group B, OE and OEM replacement parts and materials.

This estimate is not actual and shall be used to evaluate pricing. Bidder is to indicate percentage discount or check "pass through" if no percentage is applied.

|                                                                                                                                                                                                                                                                                                                                                     |                                                                                       |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------|
| 3                                                                                                                                                                                                                                                                                                                                                   | City's Estimated Annual Parts and Materials Expenditure is \$ 52,000.00               |             |
|                                                                                                                                                                                                                                                                                                                                                     | Identify percent discount from Manufacturer's Suggested Retail Price (MSRP) for parts | 0%          |
|                                                                                                                                                                                                                                                                                                                                                     | <b>OR</b>                                                                             |             |
|                                                                                                                                                                                                                                                                                                                                                     | Check here if pass through and no percentage is applied. <input type="checkbox"/>     |             |
| <b>TOTAL FOR ITEM 3</b><br><b>Sample Calculation Formula:</b> Multiply the City's estimated annual expenditure (\$52,000.00) by the percentage discount. Example: If bidder is offering 10% discount; calculation is \$52,000.00 x 10% = \$5,200.00. \$5,200.00 is then deducted from \$52,000 to equal a discounted parts expenditure of \$46,800. |                                                                                       |             |
| If bidder checks as <i>pass through</i> , amount used for bid evaluation will be \$52,000.00.                                                                                                                                                                                                                                                       |                                                                                       | \$52,000.00 |
| <b>SUBTOTAL GROUP A (Items 1, 2 &amp; 3)</b>                                                                                                                                                                                                                                                                                                        |                                                                                       | \$52,000.00 |

**GROUP B – OE (Original Equipment) or OEM (Original Equipment Manufacturer) Parts and Materials:**

For Group B, the City has indicated the approved manufacturers required to provide OE or OEM replacement parts and materials to completed repairs and fabrications. These items are exclusive of Group A, Item 3 non-OE and OEM replacement parts and materials.

**GROUP B – OE and OEM MANUFACTURER'S PERCENT DISCOUNT OFF LIST PRICE**

| Item No. | Description         | Approved Manufacturers | Manufacturer Warranty Period | Latest Manufacturer Published List Price Catalog Date | Percent Discount off Manufacturer's List Price |
|----------|---------------------|------------------------|------------------------------|-------------------------------------------------------|------------------------------------------------|
| 1        | Air Brake Hoses     | Midland                |                              |                                                       |                                                |
|          |                     | Bendix                 |                              |                                                       |                                                |
|          |                     | Weatherhead            |                              |                                                       |                                                |
|          |                     | Alternate:             |                              |                                                       |                                                |
| 2        | Couplers            | Dixon                  |                              |                                                       |                                                |
|          |                     | Dayco                  |                              |                                                       |                                                |
|          |                     | Alternate:             |                              |                                                       |                                                |
|          |                     |                        |                              |                                                       |                                                |
| 3        | Fittings            | Parker Hannifin        |                              |                                                       |                                                |
|          |                     | Eaton                  |                              |                                                       |                                                |
|          |                     | Alternate:             |                              |                                                       |                                                |
|          |                     |                        |                              |                                                       |                                                |
| 4        | Hydraulic Hoses     | Parker                 |                              |                                                       |                                                |
|          |                     | Gates                  |                              |                                                       |                                                |
|          |                     | Goodyear               |                              |                                                       |                                                |
|          |                     | Alternate:             |                              |                                                       |                                                |
| 5        | Pumps               | Vickers                |                              |                                                       |                                                |
|          |                     | Dennison               |                              |                                                       |                                                |
|          |                     | Commercial             |                              |                                                       |                                                |
|          |                     | Permco                 |                              |                                                       |                                                |
|          |                     | Alternate:             |                              |                                                       |                                                |
| 6        | Seal Kits           | Hercules               |                              |                                                       |                                                |
|          |                     | Alternate:             |                              |                                                       |                                                |
|          |                     |                        |                              |                                                       |                                                |
|          |                     |                        |                              |                                                       |                                                |
| 7        | Non-Hydraulic Hoses | Kanaflex               |                              |                                                       |                                                |
|          |                     | Goodyear               |                              |                                                       |                                                |
|          |                     | Dayco                  |                              |                                                       |                                                |
|          |                     | Gates                  |                              |                                                       |                                                |
|          |                     | Alternate:             |                              |                                                       |                                                |
| 8        | Valves              |                        |                              |                                                       |                                                |
|          |                     | Parker                 |                              |                                                       |                                                |
|          |                     | Heil                   |                              |                                                       |                                                |
|          |                     | Leach/Labrie           |                              |                                                       |                                                |
|          |                     | Petersen               |                              |                                                       |                                                |
|          |                     | Wayne                  |                              |                                                       |                                                |
|          |                     | GS Recycling           |                              |                                                       |                                                |
| 9        | Water Hoses         | Alternate:             |                              |                                                       |                                                |
|          |                     |                        |                              |                                                       |                                                |
|          |                     | Goodyear               |                              |                                                       |                                                |
|          |                     | Dayco                  |                              |                                                       |                                                |
|          |                     | Gates                  |                              |                                                       |                                                |
|          |                     | NAPA                   |                              |                                                       |                                                |
|          |                     | Alternate:             |                              |                                                       |                                                |
|          |                     |                        |                              |                                                       |                                                |

## BIDDER CERTIFICATION FORM

(This form must be signed in the presence of a Notary Public)

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

\*Bidder must submit proof that their firm name is registered with their State of origin.

\*Name of Bidder: Motion Industries Inc, dba Hydraulic Supply Co.

(Firm Name as Registered with their State of origin)

Federal I.D. No.: 63-0251578

Above Bidder is: ☒ Corporation ☐ Limited Liability Corporation  
☐ Sole Proprietorship ☐ Partnership/Joint Venture

**Business Address:**

Street Address : 300 International Parkway

(P.O. Box Address is not permitted)

City, State, Zip: Sunrise, FL 33325

**Mailing Address:** ☒ check if same as Business Address above

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Business Phone No: 800-507-9651

Business Fax No.: 954-845-9113

**Authorized Signer:**

Name of Authorized Signer:

Jose Goas

Title of Authorized Signer:

Division Vice President

President or other Authorized Officer/Member/Manager

Email for Authorized Signer:

jose.goas@hydraulic-supply.com

**Authorized Written Signature:**

STATE OF: Florida

COUNTY OF Broward

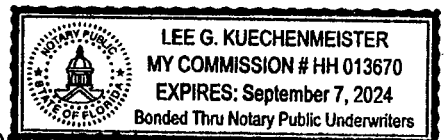
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15<sup>th</sup> day of August, 2022, by Jose Goas, personally known \_\_\_\_\_, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

NOTARY NAME: Lee G Kuechenmeister

Commission Number: HH013670

My Commission Expires: 09/07/2024



## QUALIFICATION OF BIDDER FORM

This Bid shall be awarded only to a Responsive and Responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidder Form.

Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained and not considered for evaluation.

Name of Bidder: Motion Industries Inc, dba Hydraulic Supply Co.

### Qualification Requirement No. 1

A. Bidder shall have a minimum of three (3) satisfactory references for similar accounts providing repairs to hydraulic cylinders, motors, pumps and hydraulic hose fabrication within the past three (3) years. Identify firm name, contact name, address, phone number, dates of contract and types of repairs performed.

#### Reference No. 1

|                                                                       |                                                                                               |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Company/Entity Name                                                   | <u>High Seas Yacht Service</u>                                                                |
| Address                                                               | <u>2001 SW 20th St, Suite 111</u>                                                             |
| City, State, Zip                                                      | <u>Ft Lauderdale, FL 33315</u>                                                                |
| Contact Name & Title                                                  | <u>Bruce, owner</u>                                                                           |
| Contact Email:                                                        | <u>bruce@highseashydraulics.com</u>                                                           |
| Contact Phone No.:                                                    | <u>954-975-8220</u>                                                                           |
| Date of Service or Contract Period:                                   | <u>customer for 12+ years, ongoing</u>                                                        |
| Summary of Hydraulic Repairs and Hose Fabrication Services Performed: | <u>hydraulic component repair, hydraulic component and hose and fitting sales and service</u> |

#### Reference No. 2

|                                                                       |                                                                                               |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Company/Entity Name                                                   | <u>City of Margate</u>                                                                        |
| Address                                                               | <u>901 NW 66th Ave</u>                                                                        |
| City, State, Zip                                                      | <u>Margate, FL 33063</u>                                                                      |
| Contact Name & Title                                                  | <u>M Luhrs</u>                                                                                |
| Contact Email:                                                        | <u>mluhrs@margatefl.com</u>                                                                   |
| Contact Phone No.:                                                    | <u>954-972-8126</u>                                                                           |
| Date of Service or Contract Period:                                   | <u>10+ years, on going</u>                                                                    |
| Summary of Hydraulic Repairs and Hose Fabrication Services Performed: | <u>hydraulic component repair, hydraulic component and hose and fitting sales and service</u> |

#### Reference No. 3

|                      |                                       |
|----------------------|---------------------------------------|
| Company/Entity Name  | <u>Nautical Structures Industries</u> |
| Address              | <u>1300 W McNab Rd Unit C &amp; D</u> |
| City, State, Zip     | <u>Ft Lauderdale, FL 33309</u>        |
| Contact Name & Title | <u>Jim Olejar, manager</u>            |

**City of Boca Raton Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment 2022-054**

Contact Email: jolejar@nautical-structures.com

Contact Phone No.: 727-541-6664

Date of Service or Contract Period: 20+ years, on going

Summary of Hydraulic Repairs and Hose Fabrication Services Performed:

hydraulic component repair, hydraulic component and hose and fitting sales and service

**Qualification Requirement No. 2**

The City will not award a Bid to any Bidder who cannot provide evidence that their Firm Name identified on the Bidder Certification Form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business: 75

Bidder to submit proof for years their firm has been in business as an attachment.

Bidder to confirm attachment is submitted Yes ☒ No ☐

**QUESTIONNAIRE**

Name of Bidder: Motion Industries Inc. dba Hydraulic Supply Co.

---

1. Days and hours of operation of bidder.

Monday to Friday 7am - 4pm

---

2. Name(s) and phone number (including cell number) of person(s) to be contacted for customer service, scheduling and placement of orders.

Name: RSS administrator Tel: 954-935-7653 Cell: \_\_\_\_\_

Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Cell: \_\_\_\_\_

3. Provide minimum number of daily pick up and deliveries:  
as required per job

4. Name of individual to contact with questions regarding Bid submittal:

Name/Title: Lee Kuechenmeister

Phone: 954-315-5190 Email: l.kuechenmeister@hydraulic-supply.com

5. Contact person for Insurance Certificate:

Name Nina Seville

Phone: 954-453-8156 Email: n.seville@hydraulic-supply.com

6. Contact person for Accounts Receivable and is authorized to validate and provide banking information if requested by City of Boca Raton Treasurer or their designee:

Name Credit Department, Kim Landry Title \_\_\_\_\_

Phone: 954-453-8113 Email: hsc-credit.mailbox@hydraulic-suppy.com

**DRUG-FREE WORKPLACE FORM**

The undersigned Bidder (vendor) in accordance with Florida Statute 287.087 hereby certifies

Motion Industries Inc. dba Hydraulic Supply Co. does:

(Name of Business/Bidder)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Signature of Bidder

Jose Goas Divison Vice President

Name Printed

08/15/2022  
Date

## Hydraulic Repairs and Hoses for Heavy Duty Trucks & Equipment

(Bidders may only submit one bid)

| Item No. | Description       | Estimated Annual Quantity | UOM | Unit Price | Total Price |
|----------|-------------------|---------------------------|-----|------------|-------------|
| 1        | Shop Time Rate    | 300                       | Hrs | \$45.00    | \$13,500.00 |
|          |                   |                           |     | per hour   |             |
| 2        | Machine Time Rate | 400                       | Hrs | \$50.00    | \$20,000.00 |
|          |                   |                           |     | per hour   |             |

This estimate is not actual and shall be used to evaluate pricing. Bidder is to indicate percentage discount or check "pass through" if no percentage is applied.

GROUP B – OE (Original Equipment) or OEM (Original Equipment Manufacturer) Parts and Materials: For Group B, the City has indicated the approved manufacturers required to provide OE or OEM replacement parts and materials to completed repairs and fabrications. These items are exclusive of Group A, Item 3 non-OE and OEM replacement parts and materials.

|  |  |  |  |        |              |
|--|--|--|--|--------|--------------|
|  |  |  |  | Latest | Percent Disc |
|--|--|--|--|--------|--------------|

| Item No. | Description         | Approved Manufacturers     | Manufacturer Warranty Period | Latest Manufacturer Published List Price Catalog Date | Percent Discount off Manufacturer's List Price |
|----------|---------------------|----------------------------|------------------------------|-------------------------------------------------------|------------------------------------------------|
| 1        | Air Brake Hoses     | Midland                    |                              |                                                       |                                                |
|          |                     | Bendix                     |                              |                                                       |                                                |
|          |                     | Weatherhead                |                              |                                                       |                                                |
|          |                     | Alternate:<br>Eaton        | 3-5 years                    | 6/1/2022                                              | 70%                                            |
| 2        | Couplers            | Dixon                      | 1 year                       | 4/29/2022                                             | 0% vdr chgd to net \$                          |
|          |                     | Dayco                      |                              |                                                       |                                                |
|          |                     | Alternate:<br>Eaton        | 3-5 years                    | 6/1/2022                                              | 73%                                            |
|          |                     | Parker Hannifin            |                              |                                                       |                                                |
| 3        | Fittings            | Eaton                      | 3-5 years                    | 6/1/2022                                              | 73%                                            |
|          |                     | Alternate:                 |                              |                                                       |                                                |
|          |                     |                            |                              |                                                       |                                                |
| 4        | Hydraulic Hoses     | Parker                     |                              |                                                       |                                                |
|          |                     | Gates                      |                              |                                                       |                                                |
|          |                     | Goodyear                   |                              |                                                       |                                                |
|          |                     | Alternate:<br>Eaton        | 3-5 years                    | 6/1/2022                                              | 70%                                            |
|          |                     | Vickers                    | 3 years                      | 6/1/2022                                              | 45%                                            |
| 5        | Pumps               | Dennison                   |                              |                                                       |                                                |
|          |                     | Commercial                 |                              |                                                       |                                                |
|          |                     | Permco                     | 2 yrs/4000 hrs               |                                                       | 60%                                            |
|          |                     | Alternate:                 |                              |                                                       |                                                |
|          |                     |                            |                              |                                                       |                                                |
| 6        | Seal Kits           | Hercules                   | 1 year                       | 3/8/2022                                              | 50%                                            |
|          |                     | Alternate:                 |                              |                                                       |                                                |
|          |                     |                            |                              |                                                       |                                                |
| 7        | Non-Hydraulic Hoses | Kanaflex                   | 90 days                      | 6/27/2022                                             | cost + 30%                                     |
|          |                     | Goodyear                   |                              |                                                       |                                                |
|          |                     | Dayco                      |                              |                                                       |                                                |
|          |                     | Gates                      |                              |                                                       |                                                |
|          |                     | Alternate:<br>Eaton        | 3-5 years                    | 6/1/2022                                              | cost + 30%                                     |
|          |                     |                            |                              |                                                       |                                                |
| 8        | Valves              | Parker                     |                              |                                                       |                                                |
|          |                     | Heil                       |                              |                                                       |                                                |
|          |                     | Leach/Labrie               |                              |                                                       |                                                |
|          |                     | Petersen                   |                              |                                                       |                                                |
|          |                     | Wayne                      |                              |                                                       |                                                |
|          |                     | GS Recycling               |                              |                                                       |                                                |
|          |                     | Alternate:<br>Eaton        | 3 years                      | 6/1/2022                                              | 45%                                            |
|          |                     |                            |                              |                                                       |                                                |
| 9        | Water Hoses         | Goodyear                   |                              |                                                       |                                                |
|          |                     | Dayco                      |                              |                                                       |                                                |
|          |                     | Gates                      |                              |                                                       |                                                |
|          |                     | NAPA                       |                              |                                                       |                                                |
|          |                     | Alternate:<br>HBD Thermoid | 1 year                       | 4/13/2022                                             | cost + 30%                                     |
|          |                     |                            |                              |                                                       |                                                |



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Aon Risk Services South, Inc.<br>Atlanta GA Office<br>3550 Lenox Road NE<br>Suite 1700<br>Atlanta GA 30326 USA                                                                                     | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b> 866-283-7122<br><b>FAX (A/C. No.):</b> 800-363-0105<br><b>E-MAIL ADDRESS:</b>                                                                                                                                                                                                                                                 |                               |        |                                           |       |                                          |       |            |  |            |  |            |  |            |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------|-------|------------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>GENUINE PARTS CO & SUBSIDIARIES -<br>NAPA Auto Parts, Motion, Balkamp,<br>Altrom, Rayloc, Supply Source<br>Enterprises, General Tool & Supply etal<br>2999 Wildwood Parkway<br>Atlanta GA 30339 USA | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B: Safety National Casualty Corp</td><td>15105</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Old Republic Insurance Company | 24147 | INSURER B: Safety National Casualty Corp | 15105 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                                                                                         | NAIC #                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                           |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER A: Old Republic Insurance Company                                                                                                                                                                             | 24147                                                                                                                                                                                                                                                                                                                                                                              |                               |        |                                           |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER B: Safety National Casualty Corp                                                                                                                                                                              | 15105                                                                                                                                                                                                                                                                                                                                                                              |                               |        |                                           |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |       |                                          |       |            |  |            |  |            |  |            |  |

**COVERAGES** **CERTIFICATE NUMBER:** 570092152588 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD | POLICY NUMBER                                                                                 | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS                                                                                                                                                                                                                               |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | MWZY31404821                                                                                  | 09/01/2021               | 09/01/2022               | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$3,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                     |           |          | MWTB 314047-21                                                                                | 09/01/2021               | 09/01/2022               | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                                                                      |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION                                                                                               |           |          |                                                                                               |                          |                          | EACH OCCURRENCE<br>AGGREGATE                                                                                                                                                                                                         |
| B        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                      | Y/N<br>N  | N/A      | LDS4049768<br>AOS<br>SP4066107<br>Excess WC - OH<br>SIR applies per policy terms & conditions | 01/01/2022<br>01/01/2022 | 01/01/2023<br>01/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Motion Industries dba Hydraulic Supply Co.

**CERTIFICATE HOLDER****CANCELLATION**Hydraulic Supply Co.  
300 International Pkwy.  
Sunrise FL 33325 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.

Holder Identifier :

570092152588

Certificate No :



**DIVISION of  
CORPORATIONS**  
*an official State of Florida website*

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

[Previous On List](#)   [Next On List](#)   [Return to List](#)

[Events](#)   **No Name History**

### **Detail by FEI/EIN Number**

Foreign Profit Corporation  
MOTION INDUSTRIES, INC.

#### **Filing Information**

|                             |                  |
|-----------------------------|------------------|
| <b>Document Number</b>      | 825567           |
| <b>FEI/EIN Number</b>       | 63-0251578       |
| <b>Date Filed</b>           | 12/31/1970       |
| <b>State</b>                | DE               |
| <b>Status</b>               | ACTIVE           |
| <b>Last Event</b>           | CORPORATE MERGER |
| <b>Event Date Filed</b>     | 03/02/2016       |
| <b>Event Effective Date</b> | 03/03/2016       |

#### **Principal Address**

1605 ALTON ROAD  
BIRMINGHAM, AL 35210

Changed: 01/03/2011

#### **Mailing Address**

TAX DEPARTMENT  
P.O. BOX 1477  
BIRMINGHAM, AL 35201

Changed: 01/03/2011

**Mailing Address**

TAX DEPARTMENT  
P.O. BOX 1477  
BIRMINGHAM, AL 35201

Changed: 01/03/2011

**Registered Agent Name & Address**

CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 05/21/1992

Address Changed: 05/21/1992

**Officer/Director Detail****Name & Address**

Title VP

SWANN, ROBERT  
1605 ALTON ROAD  
BIRMINGHAM, AL 35210

Title T

HARPER, MICHAEL D  
1605 ALTON ROAD  
BIRMINGHAM, AL 35210

Title D

YANCEY, CAROL  
2999 WILDWOOD PARKWAY  
ATLANTA, GA 30339

Title D

DONAHUE, PAUL D  
2999 WILDWOOD PARKWAY  
ATLANTA, GA 30339

Title President

BREAUX, RANDALL P  
1605 ALTON ROAD  
BIRMINGHAM, AL 35210

Title VP

CUMMINGS, LELAND PATRICK  
1605 ALTON ROAD  
BIRMINGHAM, AL 35210

Title Comptroller

BRUSHABER, PETER J  
1605 ALTON ROAD  
BIRMINGHAM, AL 35210

Title VP, Secretary

COOK, GREGORY S  
1605 ALTON ROAD  
BIRMINGHAM, AL 35210

**Annual Reports**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2020               | 01/02/2020        |
| 2021               | 01/16/2021        |
| 2022               | 01/02/2022        |

# Company History

## Hydraulic Supply Company (HSC) - Serving The Fluid Power Industry Since 1947

Operating today as Hydraulic Supply Company, HSC was founded as Aero Hardware and Supply Inc. in 1947 in Miami Springs, Florida by Harold Inglis. With 2 employees, its goal was to provide hardware and tools to the airline industry. The lines of products originally carried by the company were Aeroquip, general hardware, DuPont paints and Proto tools; we were actually Aeroquip's very first distributor. Hydraulic Supply Company now has over 200 team members, a central distribution center and a repair and service center, 24 retail locations and a selection of more than 100 brands. We are recognized as a premier distributor in the fluid power industry.



**1947:** Aero Hardware/Hydraulic Supply Company was founded in Miami Springs, Florida by Harold Inglis to provide hardware and tools to the airline industry. We were Aeroquip's very first distributor and initially had two employees.

1940s



**The first company branch opened and started expansion plans that drove Hydraulic Supply Company growth in the coming decade.**

**1962:** First branch store opened in Orlando, Florida.

1960s

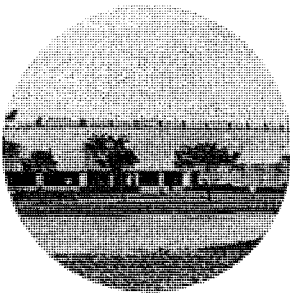


**The company opened several more stores in Florida.**

**1972:** Tampa, Florida branch store opened.

**1975:** Belle Glade, Florida branch store opened to serve the sugar industry.

1970s



**After the passing of Harold Inglis, Jim Inglis became president of the company and the plans were started to centralize operations of the company.**

**1982:** Ft. Lauderdale, Florida branch store opened.

**1986:** Jim Inglis became president of the company.

**1988:** Central Warehouse began functioning as Central Purchasing department. Major upgrade made to computer system.

1980s



**The company expanded its footprint through Florida and Georgia with the opening of several stores and the construction of its Central Distribution Center in Sunrise, Florida.**

**1990:** West Palm Beach, Florida branch store opened.

**1994:** HSC Direct/Aeroquip Express store opened in Pompano Beach, Florida.

**1996:** 40,000 sq. ft. Distribution Center was built and opened in Sawgrass Corporate Park in Sunrise, Florida.

**1998:** Second HSC Direct/Aeroquip Express store opened in Ft. Myers, Florida.

**1999:** Third HSC Direct/Aeroquip Express store opened in Atlanta, Georgia. HSC published its first catalog in both print and electronic formats.

1990s



**With the creation of IGS as an international division, Hydraulic Supply Company solidified itself in international markets, particularly in Latin America. The company continued its aggressive expansion in the Southeast region of the United States by opening new locations in Florida, Georgia, South Carolina and North Carolina.**

**2003:** Created new International business unit to operate under the name of Industrial Global Sales (IGS).

**2004:** Second store opened in Mableton, Georgia.

**2005:** Third store opened in Norcross, Georgia. New store opened in Homestead, Florida in November.

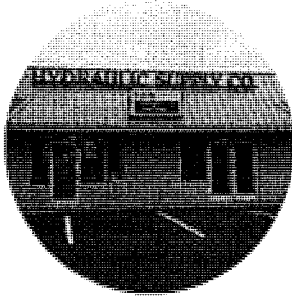
**2006:** St. Petersburg, Florida store opened in January, Augusta, Georgia store opened in July, Daytona Beach, Florida store opened in September and Savannah, Georgia store opened in December.

**2007:** 4 additional stores opened: Lakeland, Florida in January, Chattanooga, Tennessee in July, Marietta, Georgia in October and Naples, Florida in December.

**2008:** Warehouse expansion was in progress. New store opened in Columbus, Georgia in November.

**2009:** Warehouse expansion with an additional 20,000 sq. ft. was completed.

2000s



**HSC continues to evolve and expand to better serve its customers.**

**2010:** Aviation division was sold in August.

**2014:** Hydraulic Repair & Service opened in Pompano Beach, Florida and the company expanded footprint into North Carolina, South Carolina and Alabama.

**2015:** Columbia, South Carolina and Charlotte and Greensboro, North Carolina stores opened.

**2016:** Knoxville, TN and Monterrey, Mexico stores opened.

**2017:** Opened New Store in Greenville, SC and Completed Acquisition of Fabacher, Inc of New Orleans

**2018:** Opened New Stores in Mobile, Alabama, Miami East, and Miami West

**2018:** Acquired by Motion Industries, Inc. a division of Genuine Parts Company

2010s

## Company Information

Company History (<https://www.hydraulic-supply.com/about/company-history>).

Executive Team (<https://www.hydraulic-supply.com/about/executive-team>).

Industrial Global Sales (<https://www.hydraulic-supply.com/about/igs-international-division>).

Careers (<https://www.hydraulic-supply.com/about/careers>).

## HSC Resources



## 2022 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/21

**This Certificate Expires on December 31, 2022**

Business Name and Location Address

Certificate Number

MOTION INDUSTRIES INC  
HYDRAULIC SUPPLY COMPANY  
300 INTERNATIONAL PKWY  
SUNRISE, FL 33325-6240

16-8017629380-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

**As a seller**, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

**Online:** Visit [floridarevenue.com/taxes/certificates](http://floridarevenue.com/taxes/certificates)

**Phone:** 877-357-3725 and enter your customer's Annual Resale Certificate number

**Mobile App:** Available for iPhone, iPad, and Android devices

## BIDDER CERTIFICATION FORM

(This form must be signed in the presence of a Notary Public)

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

\*Bidder must submit proof that their firm name is registered with their State of origin.

**\*Name of Bidder:** \_\_\_\_\_  
(Firm Name as Registered with their State of origin)

Federal I.D. No.: \_\_\_\_\_

Above Bidder is:      ☐ Corporation                      ☐ Limited Liability Corporation  
                                 ☐ Sole Proprietorship              ☐ Partnership/Joint Venture

**Business Address:**

Street Address : \_\_\_\_\_  
(P.O. Box Address is not permitted)

City, State, Zip: \_\_\_\_\_

**Mailing Address:** ☐ check if same as Business Address above

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Business Phone No: \_\_\_\_\_

Business Fax No.: \_\_\_\_\_

**Authorized Signer:**

Name of Authorized Signer: \_\_\_\_\_

Title of Authorized Signer: \_\_\_\_\_  
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: \_\_\_\_\_

**Authorized Written Signature:** \_\_\_\_\_

STATE OF: \_\_\_\_\_ COUNTY OF \_\_\_\_\_

*The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me (or who has produced \_\_\_\_\_ as identification).*

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

NOTARY NAME: \_\_\_\_\_

Commission Number: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

## Compliance Follow-up

**From:** [Jose Goas](#)  
**To:** [Annexstein, Robin](#); [Lee Kuechenmeister](#)  
**Cc:** [HSC-TechnicalProduct.Mailbox](#)  
**Subject:** [EXTERNAL] RE: [EXT] City of Boca Raton Compliance Follow-up Bid 2022-054 Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment  
**Date:** Friday, September 16, 2022 7:59:38 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[HSC Bidder Cert. Form - 9.15.2022.pdf](#)

---

Good morning Robin,  
Please see attached with officer signature. Thanks for your patience,

**Jose Goas**  
Division Vice President  
Mobile: 954.540.3616  
Office: 954.453.8159

**Hydraulic Supply Company (HSC)**  
*Division of Mi Fluid Power Solutions*  
300 International Pkwy Sunrise, FL 33325  
[hydraulic-supply.com](http://hydraulic-supply.com) [[hydraulic-supply.com](http://hydraulic-supply.com)]

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**From:** Annexstein, Robin <[Annexstein@ci.boca-raton.fl.us](mailto:Annexstein@ci.boca-raton.fl.us)>  
**Sent:** Monday, September 12, 2022 7:29 AM  
**To:** Lee Kuechenmeister <[Lee.Kuechenmeister@Hydraulic-supply.com](mailto:Lee.Kuechenmeister@Hydraulic-supply.com)>  
**Cc:** Jose Goas <[Jose.Goas@Hydraulic-supply.com](mailto:Jose.Goas@Hydraulic-supply.com)>; HSC-TechnicalProduct.Mailbox <[HSC-TechnicalProduct.Mailbox@Hydraulic-supply.com](mailto:HSC-TechnicalProduct.Mailbox@Hydraulic-supply.com)>  
**Subject:** RE: [EXT] City of Boca Raton Compliance Follow-up Bid 2022-054 Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment

**External Email:** Proceed with Caution!

Good morning Lee; please see attached.

Regards,

**Robin B. Annexstein, CPPB, MBA | Buyer II**  
P 561-393-7880 | [annexstein@myboca.us](mailto:annexstein@myboca.us)

---

**From:** Lee Kuechenmeister <[Lee.Kuechenmeister@Hydraulic-supply.com](mailto:Lee.Kuechenmeister@Hydraulic-supply.com)>  
**Sent:** Friday, September 9, 2022 1:41 PM  
**To:** Annexstein, Robin <[Annexstein@ci.boca-raton.fl.us](mailto:Annexstein@ci.boca-raton.fl.us)>  
**Cc:** Jose Goas <[Jose.Goas@Hydraulic-supply.com](mailto:Jose.Goas@Hydraulic-supply.com)>; HSC-TechnicalProduct.Mailbox <[HSC-TechnicalProduct.Mailbox@Hydraulic-supply.com](mailto:HSC-TechnicalProduct.Mailbox@Hydraulic-supply.com)>  
**Subject:** [EXTERNAL] FW: [EXT] City of Boca Raton Compliance Follow-up Bid 2022-054 Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment

Good Afternoon Robin,

Can you email to me a blank bidder cert form for 2022-054, it does not appear to be available on the portal anymore.

**City of Boca Raton Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment 2022-054**

**BIDDER CERTIFICATION FORM**

(This form must be signed in the presence of a Notary Public)

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

\*Bidder must submit proof that their firm name is registered with their State of origin.

Thank you,

**Lee Kuechenmeister, CFPE**

Technical Support Technician

Office: 954.453.8163

Tech Support: 954.315.5190

**Hydraulic Supply Company (HSC)**

*Division of Mi Fluid Power Solutions*

300 International Parkway, Sunrise, FL 33325

[hydraulic-supply.com](http://hydraulic-supply.com) [[hydraulic-supply.com](http://hydraulic-supply.com)]

This e-mail and any attachments may contain confidential information that is proprietary, privileged, and protected by applicable laws. If you have received this message in error and are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy this e-mail, any attachments or copies therein forthwith. Please notify the sender immediately by e-mail if you have received this e-mail in error.

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**From:** Annexstein, Robin <[Annexstein@ci.boca-raton.fl.us](mailto:Annexstein@ci.boca-raton.fl.us)>

**Sent:** Thursday, August 25, 2022 6:01 PM

**To:** Jose Goas <[Jose.Goas@Hydraulic-supply.com](mailto:Jose.Goas@Hydraulic-supply.com)>

**Cc:** Lee Kuechenmeister <[Lee.Kuechenmeister@Hydraulic-supply.com](mailto:Lee.Kuechenmeister@Hydraulic-supply.com)>

**Subject:** Re: [EXT] City of Boca Raton Compliance Follow-up Bid 2022-054 Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment

**External Email:** Proceed with Caution!

If you need more time to address this, that's fine. Additionally, I meant to reference 'Motion Industries dba Hydraulic Supply' and not solely 'Motion Industries' in my suggestion.

Get [Outlook for iOS \[aka.ms\]](#)

---

**From:** Annexstein, Robin

**Sent:** Thursday, August 25, 2022 8:50:43 AM

**To:** Jose Goas <[Jose.Goas@Hydraulic-supply.com](mailto:Jose.Goas@Hydraulic-supply.com)>

**Cc:** Lee Kuechenmeister <[Lee.Kuechenmeister@Hydraulic-supply.com](mailto:Lee.Kuechenmeister@Hydraulic-supply.com)>

**Subject:** RE: [EXT] City of Boca Raton Compliance Follow-up Bid 2022-054 Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment

Good morning Mr. Goas. See links to Sunbiz below for names of company officers. You can also have one of the officers listed in Sunbiz draft a letter stating something to the effect that you are authorized to enter into bid contracts representing Motion Industries.

[Detail by FEI/EIN Number \(sunbiz.org\) \[search.sunbiz.org\]](#)

[sunbiz.org - Florida Department of State \[dos.sunbiz.org\]](#)

Regards,

**Robin B. Annexstein, CPPB, MBA | Buyer II**

P 561-393-7880 | [annexstein@myboca.us](mailto:annexstein@myboca.us)

---

**From:** Jose Goas <[Jose.Goas@Hydraulic-supply.com](mailto:Jose.Goas@Hydraulic-supply.com)>

**Sent:** Thursday, August 25, 2022 7:30 AM

**To:** Annexstein, Robin <[Annexstein@ci.boca-raton.fl.us](mailto:Annexstein@ci.boca-raton.fl.us)>

**Cc:** Lee Kuechenmeister <[Lee.Kuechenmeister@Hydraulic-supply.com](mailto:Lee.Kuechenmeister@Hydraulic-supply.com)>

**Subject:** [EXTERNAL] RE: [EXT] City of Boca Raton Compliance Follow-up Bid 2022-054 Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment

Good morning Robin,

Who is listed on Sunbiz? What kind of documentation would you need for authorization from me?

Thanks,

**Jose Goas**

Division Vice President

Mobile: 954.540.3616

Office: 954.453.8159



**Hydraulic Supply Company (HSC)**

*Division of Mi Fluid Power Solutions*

300 International Pkwy Sunrise, FL 33325

[hydraulic-supply.com](http://hydraulic-supply.com) [[clicktime.symantec.com](http://clicktime.symantec.com)]

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**From:** Annexstein, Robin <[Annexstein@ci.boca-raton.fl.us](mailto:Annexstein@ci.boca-raton.fl.us)>

**Sent:** Tuesday, August 23, 2022 10:35 AM

**To:** Jose Goas <[Jose.Goas@Hydraulic-supply.com](mailto:Jose.Goas@Hydraulic-supply.com)>

**Cc:** Lee Kuechenmeister <[Lee.Kuechenmeister@Hydraulic-supply.com](mailto:Lee.Kuechenmeister@Hydraulic-supply.com)>

**Subject:** [EXT] City of Boca Raton Compliance Follow-up Bid 2022-054 Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment

**External Email: Proceed with Caution!**

Good morning Mr. Goas. The bid response for 2022-054 Hydraulic Hoses and Repairs for Heavy Duty Trucks and Equipment is under review. The following must be addressed for the City to complete its review. Submittal is requested by **5:00pm, August 25, 2022**. Documents can be submitted by reply email. Failure to submit the necessary documents may result in your bid response being considered nonresponsive.

1. The Bidder Certification Form submitted indicates the 'Authorized Signer' as Jose Goas, Division Vice President, but I was unable to find this name referenced on State of Florida Division of Corporations site (Sunbiz). Can you either provide supporting documentation that you are authorized to enter into agreement on behalf of your organization, or have an officer listed on Sunbiz re-sign the Bidder Certification Form.

Feel free to contact me if you need clarification. Thanks.

Regards,

**Robin B. Annexstein, CPPB, MBA | Buyer II**

**City of Boca Raton, Financial Services - Purchasing Division**

201 West Palmetto Park Road • Boca Raton, FL 33432

P 561-393-7880 | [annexstein@myboca.us](mailto:annexstein@myboca.us)

Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding city business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. The City of Boca Raton scanned this outbound message for viruses, vandals and malicious content and found this message to be free of such

## BIDDER CERTIFICATION FORM

(This form must be signed in the presence of a Notary Public)

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

\*Bidder must submit proof that their firm name is registered with their State of origin.

**\*Name of Bidder:** Motion Industries Inc, dba Hydraulic Supply Co.

(Firm Name as Registered with their State of origin)

Federal I.D. No.: 63-0251578

Above Bidder is: ☒ Corporation ☐ Limited Liability Corporation  
☐ Sole Proprietorship ☐ Partnership/Joint Venture

**Business Address:**

Street Address: 300 International Parkway

(P.O. Box Address is not permitted)

City, State, Zip: Sunrise, FL 33325

**Mailing Address:** ☒ check if same as Business Address above

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Business Phone No: 800-507-9651

Business Fax No.: 954-845-9113

**Authorized Signer:**

Name of Authorized Signer: Leland Patrick Cummings

Title of Authorized Signer: VP of Finance  
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: patrick.cummings@motion.com

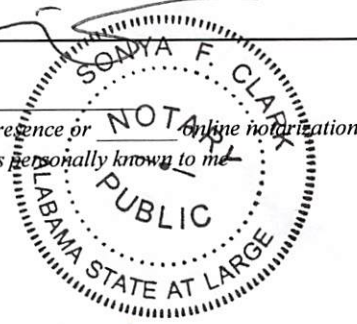
**Authorized Written Signature:**

STATE OF: Alabama COUNTY OF: Jefferson  
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization  
this 15 day of September, 2022, by Leland Patrick Cummings who is personally known to me  
(or who has produced co. id. as identification).

NOTARY PUBLIC SIGNATURE: Sonya F. Clark

NOTARY NAME: Sonya F. Clark

Commission Number: \_\_\_\_\_ My Commission Expires: 8/28/2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                                                                                       |                                                         |                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------|
| <b>PRODUCER</b><br>Aon Risk Services South, Inc.<br>Atlanta GA Office<br>3550 Lenox Road NE<br>Suite 1700<br>Atlanta GA 30326 USA                                                                                     | <b>CONTACT NAME:</b>                                    |                                       |
|                                                                                                                                                                                                                       | <b>PHONE (A/C. No. Ext):</b> (866) 283-7122             | <b>FAX (A/C. No.):</b> (800) 363-0105 |
|                                                                                                                                                                                                                       | <b>E-MAIL ADDRESS:</b>                                  |                                       |
|                                                                                                                                                                                                                       | <b>INSURER(S) AFFORDING COVERAGE</b>                    | <b>NAIC #</b>                         |
| <b>INSURED</b><br>GENUINE PARTS CO & SUBSIDIARIES -<br>NAPA Auto Parts, Motion Industries,<br>Balkamp, Rayloc, AST Bearings,<br>Ruby Industrial Technologies, et al,<br>2999 Wildwood Parkway<br>Atlanta GA 30339 USA | <b>INSURER A:</b> Safety National Casualty Corp         | 15105                                 |
|                                                                                                                                                                                                                       | <b>INSURER B:</b> Old Republic Insurance Company        | 24147                                 |
|                                                                                                                                                                                                                       | <b>INSURER C:</b> ACE Property & Casualty Insurance Co. | 20699                                 |
|                                                                                                                                                                                                                       | <b>INSURER D:</b>                                       |                                       |
|                                                                                                                                                                                                                       | <b>INSURER E:</b>                                       |                                       |
|                                                                                                                                                                                                                       | <b>INSURER F:</b>                                       |                                       |

**COVERAGES****CERTIFICATE NUMBER:** 570095096182**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                          | ADDL INSD                                                        | SUBR WVD    | POLICY NUMBER                                                                                 | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS                                                                         |              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------|-----------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------------------------------------------------------------|--------------|
| B        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>                                                                                                    |                                                                  |             | MWZY31404822                                                                                  | 09/01/2022               | 09/01/2023               | EACH OCCURRENCE                                                                | \$2,000,000  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                             |                                                                  |             |                                                                                               |                          |                          | DAMAGE TO RENTED PREMISES (Ea occurrence)                                      | \$2,000,000  |
|          |                                                                                                                                                                            |                                                                  |             |                                                                                               |                          |                          | MED EXP (Any one person)                                                       | \$5,000      |
|          |                                                                                                                                                                            |                                                                  |             |                                                                                               |                          |                          | PERSONAL & ADV INJURY                                                          | \$2,000,000  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                                                                                         |                                                                  |             |                                                                                               |                          |                          | GENERAL AGGREGATE                                                              | \$3,000,000  |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC                                                                   |                                                                  |             |                                                                                               |                          |                          | PRODUCTS - COMP/OP AGG                                                         | \$3,000,000  |
|          | OTHER:                                                                                                                                                                     |                                                                  |             |                                                                                               |                          |                          |                                                                                |              |
| B        | <b>AUTOMOBILE LIABILITY</b>                                                                                                                                                |                                                                  |             | MWTB 314047-22                                                                                | 09/01/2022               | 09/01/2023               | COMBINED SINGLE LIMIT (Ea accident)                                            | \$5,000,000  |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                                                                                               |                                                                  |             |                                                                                               |                          |                          | BODILY INJURY (Per person)                                                     |              |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY |                                                                  |             |                                                                                               |                          |                          | BODILY INJURY (Per accident)                                                   |              |
|          |                                                                                                                                                                            |                                                                  |             |                                                                                               |                          |                          | PROPERTY DAMAGE (Per accident)                                                 |              |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>                                                                                                                   | <input checked="" type="checkbox"/>                              | OCCUR       | XEUG27888719008                                                                               | 09/01/2022               | 09/01/2023               | EACH OCCURRENCE                                                                | \$10,000,000 |
|          | <input type="checkbox"/> <b>EXCESS LIAB</b>                                                                                                                                | <input type="checkbox"/>                                         | CLAIMS-MADE |                                                                                               |                          |                          | AGGREGATE                                                                      | \$10,000,000 |
|          | <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$250,000                                                                            |                                                                  |             |                                                                                               |                          |                          |                                                                                |              |
|          |                                                                                                                                                                            |                                                                  |             |                                                                                               |                          |                          |                                                                                |              |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                       |                                                                  |             | LDS4049768<br>AOS<br>SP4066107<br>Excess WC - OH<br>SIR applies per policy terms & conditions | 01/01/2022<br>01/01/2022 | 01/01/2023<br>01/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |              |
|          | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                                                                            | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A         |                                                                                               |                          |                          | E.L. EACH ACCIDENT                                                             | \$1,000,000  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                     |                                                                  |             |                                                                                               |                          |                          | E.L. DISEASE-EA EMPLOYEE                                                       | \$1,000,000  |
|          |                                                                                                                                                                            |                                                                  |             |                                                                                               |                          |                          | E.L. DISEASE-POLICY LIMIT                                                      | \$1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF BOCA RATON AND GREATER BOCA RATON BEACH AND PARK DISTRICT are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                     |                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF BOCA RATON<br>PURCHASING DIVISION<br>201 WEST PALMETTO PARK ROAD<br>BOCA RATON FL 33432 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                     | AUTHORIZED REPRESENTATIVE<br><br><i>Aon Risk Services South Inc.</i>                                                                                           |

Holder Identifier :

Certificate No : 570095096182