

**SERIAL 03192 C MEAL SERVERS, INSULATED**

**DATE OF LAST REVISION: September 12, 2007 CONTRACT END DATE: January 31, 2010**

**JANUARY 31, 2010**  
**CONTRACT PERIOD THROUGH ~~JANUARY 31, 2007~~**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **MEAL SERVERS, INSULATED**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 07, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**BW/mm**  
Attach

Copy to: Clerk of the Board  
**Amie Bristol**, MCSO Procurement  
Materials Management

(Please remove Serial 00059 from your contract notebooks)

**SPECIFICATIONS ON INVITATION FOR BID FOR: MEAL SERVERS, INSULATED**

**1.0 INTENT:**

The intent of this Invitation for Solicitation is to establish a three (3) year requirements contract for insulated meal servers utilized in jail facilities. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

**2.0 TECHNICAL SPECIFICATIONS:**

2.1 The server is molded from a durable, heat-resistant plastic polycarbonate alloy or polyethylene material whose construction seals and protects a urethane foam core of insulation. Servers are constructed to provide increased durability and strength, and have a surface to facilitate sanitation through an industrial dishwasher and drying. Servers have four (4) completely separated insulated food compartments. The entree and side dish compartments are designed to accept disposable inserts. Meal servers with covers shall be stackable and capable of interlocking with each other and the current stock on hand, Omni Brown Insulated Server item # 10211.

2.2 Server Size: (Approx.) 14" x 13" x 2-5/8".

2.3 Compartment Sizes: (Approx.) Two Rectangular (Each-7-1/2" x 5" x 1-1/4"; Two Side Dishes (Each)-3-1/2" x 5" x 1-1/4"

2.4 Color: Chocolate Brown or equal.

2.5 **DELIVERY:**

Delivery is required F.O.B. **DESTINATION**, FREIGHT PRE-PAID within fifteen (15) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.6 **SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.7 **INVOICING REQUIREMENTS:**

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County:

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

2.8 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.9 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.10 SAMPLES:

Contractors will be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within seven (7) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids. **SAMPLES WILL NOT BE RETURNED.**

2.11 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.11.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.11.2 Documentation that names the replacement product or model.
- 2.11.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.11.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.11.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.12 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. **Oneset** of catalogs/pricing documents shall accompany any additional pricing offered.

2.13 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.13.1 One (1) original of all submissions is MANDATORY
- 2.13.2 Pricing pages, MANDATORY (Attachment A)
- 2.13.3 Vendor Information, MANDATORY (Attachment D)
- 2.13.4 Copies of Catalogs/Pricing Documents, MANDATORY
- 2.13.5 Agreement page, MANDATORY (Attachment B)

**3.0 SPECIAL TERMS & CONDITIONS:****3.1 CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**3.3 ESCALATION:**

ANY REQUEST FOR **REASONABLE PRICE ADJUSTMENTS** MUST BE SUBMITTED THIRTY (30) DAYS prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials **must** be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**3.4 EVALUATION CRITERIA:**

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

**3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**3.6 ORDERING AUTHORITY:**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

**3.7 INDEMNIFICATION AND INSURANCE:****3.7.1 INDEMNIFICATION.**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:  
ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504  
(astupka@mail.maricopa.gov )

Technical telephone inquiries shall be addressed to:

**Amie Bristol**, Sheriff's Procurement, 602-256-1300 ext. 3409

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Bidders are to provide one (1) original "hard copy" of pricing.** Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

**ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.**

**PLASTOCON INC, 6160 ST ANDREWS ROAD STE #4, COLUMBIA, SC 29212**

**PRICING SHEET C735031/B0604625  
NIGP CODE 2406601**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?  YES  NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?  YES  NO

INTERNET ORDERING CAPABILITY:  YES  NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED YEARLY USAGE</u>	<u>UNIT PRICE</u>	<u>EXT. PRICE</u>
Meal Server MODEL #DHT - 4	<u>1200</u>	<u>\$12.75</u>	<u>\$15,300.00</u>

**ADDITIONAL PRICING:**

Identify catalog/effective date duration of catalog and percent of discount offered. Include with submission.

**CORRECTIONAL MEAL DELIVERY SYSTEMS**

Terms: NET 30

Vendor Number: **W000003362 X**

Telephone Number: 800-966-0103

Fax Number: 803-750-0225

Contact Person: **Janice Guster**

E-mail Address: [janice@plastocon.com](mailto:janice@plastocon.com)

Company Web Site: [www.plastoconinc.com](http://www.plastoconinc.com)

Insurance Certificate: Yes

Contract Period: To cover the period ending **January 31, 2007 2010.**