SERIAL 03202 - S COIN OPERATED COPIERS (NIGP 600-38)

CONTRACT PERIOD THROUGH DECEMBER 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COIN OPERATED COPIERS (NIGP 600-38)**

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 **December 04, 2003**.

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.

_____

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
John Werbach, Library District
Mirheta Muslic, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **COIN OPERATED COPIERS (NIGP 600-38)**

1.0 **INTENT:**

1.1 The intent of this Invitation for Solicitation is to establish a revenue contract for the opportunity to place coin/smart card operated copy machines in various County library locations. It is the goal of the Maricopa County Library District (MCLD) to provide customers with coin and "smartcard" operated copiers. The Maricopa County Library District is soliciting bids from qualified parties to supply and maintain copiers with a coin/debit card system.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 Scope and Use

The awarded Concessionaire shall have the exclusive right to operate the coin/Smartcard operated photocopiers in the various library locations of Maricopa County Library District, subject to the terms and conditions of this contract. Services to be provided shall include the complete installation and maintenance of equipment specified for each location.

2.2 Locations

The following locations shall have one (or more) photocopiers placed by the concessionaire:

Large Libraries:

George L. Campbell Branch Library (GLC)
17811 N. 32nd St.
Phoenix, Arizona

Southeast Regional Library (SERL)
775 N. Greenfield Rd.
Gilbert, Arizona

Northwest Regional Library (NWRL)
16089 N. Bullard
Surprise, Arizona

North Valley Regional Library (NVRL)
Anthem, Arizona
Opening 7/2004

Other Branches:

Aguila Branch Library
50023 N. 514th Avenue
Aguila, Arizona

El Mirage Branch Library
14010 N. El Mirage Road
El Mirage, Arizona

Fountain Hills Branch Library
12901 N. La Montana Drive
Fountain Hills, Arizona

Gila Bend Branch Library
202 N. Euclid
Gila Bend, Arizona

Guadalupe Branch Library
9241 S. Avenida del Yaqui
Guadalupe, Arizona

Hollyhock Branch Library
15844 N. Hollyhock
Surprise, Arizona

Laveen Branch library
9401 S. 51st Avenue
Laveen, Arizona

Litchfield Park Branch Library
101 W. Wigwam Boulevard
Litchfield Park, Arizona

Queen Creek Branch Library
22407 S. Elsworth Road
Queen Creek, Arizona

Sun Lakes Branch Library
10440 E. Riggs Road, Suite 207
Sun Lakes, Arizona

2.3 Copier Requirements:

At each library location, the Concessionaire shall provide at a minimum the following copiers during the term of this contract. The copiers provided shall be placed at the vendors cost and expense The estimated capacity of these printers reflects their durability and suitability for use by the general public.

Two (2) plain paper black & white copiers each capable of making of up to 2,500 copies per month, to be provided at each large library. At least one (1) copier placed at each location must meet ADA height requirements.

Additional black and white copiers at the Libraries may be added with the mutual written consent of the Concessionaire and Maricopa County Materials Management.

All copiers placed shall be new (not refurbished, rebuilt or remanufactured) at the commencement of the Concessionaire's contract. Additional copiers added during the term of the contract shall also be new (not refurbished, rebuilt or remanufactured) at the commencement of the Concessionaire's contract.

Copier models/brands placed shall be, as reasonably practicable, the same in each of the library locations.

All copiers shall be equipped with a vending device capable of accepting nickels, dimes, and quarters, and able to provide change for $1.00 and $5.00 denominations.

In addition to, or as part of the above vending device, all copiers shall be equipped with a Smartcard reader capable of reading the Library District SmartCards. The Jamex Model 8300 currently works with the Library District SmartCards.

Various library staff members will have County issued SmartCards to make copies if necessary. The awarded contractor shall have SmartCards that are able to track copy refund/replacement if machine error occurs.

All copiers shall have a large capacity tray for 8 1/2" x 11" paper and shall have the capability of making enlargements and reductions.

All copiers must operate on a 110 volt, 15 ampere circuit.

All copiers must produce 8 1/5 " x 11", 8 1/2” x 14” and 11 " x 17" copies.

All copiers must default to standard 8 1/2" x 11" copy size to facilitate ease of use by general public.

All copiers must be capable of copying books of various sizes without putting stress on the spine of the book(s) when being copied.

All copiers must have it’s own base. Library furniture shall not be used to place any machines.

2.4 Obligations of the Concessionaire:

The Concessionaire shall solely be responsible for furnishing all parts, supplies (including paper, toner, consumables, spare coins, etc.) and labor required to keep the contracted equipment in good operating condition. This shall be provided at no cost to the District.

Machines having demonstrated a history of “excessive down time” shall be replaced by the Contractor with a new machine of equal or better features, unless the Library District declines. Excessive down time shall be defined as five (5) or more service calls in one month. Down-time is calculated from the time the agency places the call, and ends when the machine is up and running. Service calls that are operator induced will not be counted. To qualify for replacement, the following steps must occur:

a. The Library District must document the number of times per month the machine has required service, number of hours the machine is down, nature of problems, and re-occurrences of same problems.

b. The Library District must contact the vendor and discuss their concerns regarding the overage of calls. The vendor will research the matter and follow-up with a return phone call and a plan of action.

c. A supervisor shall be dispatched on-site to ascertain the malfunctions and make a determination as to what coarse of action will be taken:

   1) Repair the machine.
   2) A determination be made for complete reconditioning.
   3) A determination made for replacement.

d. If it is determined reconditioning is the best solution, a back-up machine will be sent and the user agency’s machine brought into the shop for comprehensive reconditioning. If the user agency overrides the supervisors decision, thus insisting on a replacement, the decision to replace shall take precedence over the supervisor’s decision.

e If a determination for reconditioning prevails, the machines performance after reconditioning will be monitored by the vendor and the user agency. The County understands that during the “break-in” period of either a new machine or a reconditioned one, services calls are eminent. However, calls exceeding the standards set in §2.4 shall cause the machine to be replaced with a new unit of equal size and features without question.

The Concessionaire shall provide detailed manufacturer's specifications for all equipment to be supplied, including manufacturer's name and model number, physical dimensions, electrical requirements and a photo or illustration.

The Concessionaire shall provide training to designated Library staff on the operation of all copiers. This training shall include routine operation and maintenance as well as basic trouble shooting techniques.

Repair service for all equipment shall be provided as needed. Equipment needing repair shall be serviced by the Concessionaire, its employee or agents within six (6) hours from the time service request call is made. The time requirement does not include hours that the Libraries are closed to the public.

The Concessionaire shall provide library staff with phone number(s) to call for service. Library hours and days of operation will be the determining factor on when said number should be available to accept service calls.

The Concessionaire shall identify one local administrator to monitor service and equipment needs and provide a strong communication link with the Contract Administrator and other designated library staff.

Concessionaire will be responsible for weekly preventative maintenance on all equipment to ensure that machines operate with minimum of service interruptions.

Concessionaire shall provide attractive, easy to follow signage that will allow first time users to easily use all copiers without further assistance.

Concessionaire shall, at its expense, collect and record all monies deposited in the copiers and debit card dispensers. Monies will be removed as needed to prevent malfunction due to overfilling. Concessionaire shall be solely responsible for the safekeeping of all funds on the premises of the library.

Concessionaire shall assist Library staff in determining a procedure for making immediate refunds for poor quality or other expenses incurred due to malfunctioning equipment.

2.5 Revenue

During the term of the agreement, the awarded contractor shall pay a percentage of the gross monthly receipts to the Library District. The payment is due the 15th day of each month.

2.6 PRICING: TO THE PATRONS

BIDDER must submit their pricing strategy and formula for copy, printer copies, etc. including a detailed cost break down of the proposed current prices. All copy price increases must be approved by the Maricopa County Library District in advance. Price increases must have proper documentation and be based on the original formula submitted.

2.7 USAGE REPORT:

The Contractor shall furnish the County a monthly report delineating the activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the number of copies made per machine placed, dollar value collected per machine and gross revenue collected and remitted to Maricopa County. **The report is due the 15th day of each month to the procurement consultant responsible for this solicitation and a representative designated by the Library District**

2.8 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.9 OPERATING MANUALS:

Upon delivery of the copy machines to the various library locations, Contractor shall provide comprehensive operational manuals.

2.10 CONTRACTOR REVIEW OF DOCUMENTS:

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

2.10.1 One (1) original and one (1) copy of all submissions is MANDATORY
2.10.2 Pricing pages, MANDATORY (Attachment A)
2.10.3 Vendor Information, MANDATORY (Attachment D)
2.10.4 Agreement page, MANDATORY (Attachment B)
2.10.5 References (Attachment C)

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 FIVE (5) year period.

3.2 EVALUATION CRITERIA:

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

3.2.1 Compliance with specifications
3.2.2 Prices charged per copy for Library patrons and percentage of revenue returned to the County for the privilege of placing the machines.
3.2.3 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.

3.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 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.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.2 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then 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, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **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, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY.**

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.4.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.4.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than $1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

3.4.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.4.4 Certificates of Insurance.

3.4.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.4.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 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

CORRY SLAMA, SENIOR PROCUREMENT CONSULTANT, 602-506-3243
(cslama@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JOHN WERBACH 602-506-5040

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 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.

3.7 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled), one (1) photocopy, and one (1) electronic copy of pricing (ATTACHMENT A) on a CD in Excel. 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.**

HUGHES-CALIHAN CORPORATION, 4730 N 16TH STREET, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X___YES _____NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X__YES _____NO

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1.0 REVENUE:

1.1 Guaranteed monthly % of Gross Receipts paid to Maricopa County: 20%over 1,250 copies per machine

1.2 Price to public per copy made for paper size(s):

1.2.1	8 1/2" x 11"	$ 0.20
1.2.2	8 1/2" x 14"	$ **0.30** ~~25~~
1.2.3	11" x 17"	$ 0.30

Vendor Number:	~~860134605~~ **W000000446 X**
Telephone Number:	602/264-9631
Fax Number:	602/234-2406
Contact Person:	~~Jeff Masters~~ **Lisa Hiller**
E-mail Address:	~~jmasters@hughes-calihan.com~~ **lhiller@hughes-calihan.com**
Company Web Site:	www.hughes-calihan.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **December 31, 2008**.