

SERIAL 04030 S VISITOR LOCKER RENTAL FOR MCSO

DATE OF LAST REVISION: May 19, 2007

CONTRACT END DATE: April 30, 2010

CONTRACT PERIOD THROUGH APRIL 30, ~~2007~~ 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **VISITOR LOCKER RENTAL FOR MCSO**

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 **April 08, 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.

Wes Baysinger, Director
Materials Management

BW/mm
Attach

Copy to: Materials Management
Amie Bristol, Sheriffs Office

SPECIFICATIONS ON INVITATION FOR BID FOR: VISITOR LOCKER RENTAL FOR MCSO
(NIGP 971-36)

1.0 **INTENT:**

The intent of this bid is to set up a contract for rental lockers within the jail system of the Maricopa County Sheriff's Office. **The system must be maintenance free, require no Office staff and must generate revenue.** The vendor awarded the contract will need to provide the lockers, delivery, installation and maintenance. The services included in the contract are to include all existing jail facilities and future facilities that are placed into operation during the life of this contract.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 Locker Specifications:

- 2.1.1 Approximately 500 units/openings at multiple locations throughout Maricopa County.
- 2.1.2 Must be manufactured to fill existing locker space
- 2.1.3 Color to match existing facility color scheme.
- 2.1.4 User fee will be set at \$0.25 (upgradeable to \$0.50 at the discretion of the Sheriff's Office).
- 2.1.5 12" x 12" x 12" (depth to 16" negotiable) with steel construction
- 2.1.6 Securable keys.
- 2.1.7 Master key for each facility.

2.2 Installation:

- 2.2.1 Installed in existing locker locations with lockers being anchored to wall/floor as needed.
- 2.2.2 Locker installation must be completed within 30 days of notification of the need for lockers at a specific location.
- 2.2.3 Remove existing lockers if needed (Sheriff's Office to retain old ones as needed).

2.3 Maintenance / Service Agreement to include:

- 2.3.1 Monthly maintenance schedule.
- 2.3.2 Lost keys / replacement.
- 2.3.3 Tumbler replacement, as needed.
- 2.3.4 Cleaning, inside, as coins are removed to include dusting/washing.
- 2.3.5 Vandalism repair/replacement.
- 2.3.6 Service representative for customer concerns.
- 2.3.7 Change machine at each facility for provide public access.
- 2.3.8 Replacement as needed at customer's request.
- 2.3.9 Posted notice with contact information for public concerns.

2.4 Monthly revenue schedule:

2.4.1 Coin collection schedule– monthly, or as required to maintain the equipment and prevent coin overflows.

2.4.2 Payment method / schedule monthly.

2.4.3 Purchase option buyout at end of contract at fair market value (at County’s option)

2.5 REVENUE REPORT:

The Contractor shall furnish the County a monthly report outlining the total amounts collected (Gross Revenues) under the terms of this Contract for each monthly cycle.

2.6 TRAINING:

The successful Contractor shall completely train County personnel in the use and care of the equipment to allow for emergency service if necessary.

2.7 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.8 DELIVERY:

It shall be the Contractor’s responsibility to meet the County’s delivery requirements, as called for in the Technical Specifications. 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.

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 EVALUATION CRITERIA:

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

3.3.1 Compliance with specifications

3.3.2 Revenue Submitted to the County

3.3.3 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.

3.4 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.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 **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.

3.5.2 **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.

3.5.3 **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.

3.5.3.1 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.

3.5.3.2 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.

- 3.5.3.3 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**.

3.5.4 Certificates of Insurance.

- 3.5.4.1 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.

- 3.5.4.2 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.

3.6 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:

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

Technical telephone inquiries shall be addressed to:

STEPHEN KRAUSNICK, 602-256-1300 x3409

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

3.7 SITE VISIT & PRE-BID CONFERENCE:

INSTALLATION/SITE VISITS WILL BE CONDUCTED ON MARCH 9, 2004 ONLY. CONTACT STEPHEN KRAUSNIK, MARICOPA COUNTY SHERIFFS OFFICE, (602) 256-1300 EXT. 3409 TO ARRANGE FOR A SITE VISIT ON MARCH 9, 2004.

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON MARCH 10, 2004, 10:00 A.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

3.8 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.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original and one (1) copy of Attachments A-D and W-9 and one (1) electronic copy of pricing only (Attachment A) on a 3.5" diskette or CD (formatted 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.**

TIBURON LOCKERS USA, LLC, 350 WEST PASSAIC STREET, ROCHELLE, PARK NJ 07662
BEST LOCKERS LLC, 6640 AMMENDALE ROAD, BELTSVILLE, MD 20705

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

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

PRICING SHEET NIGP CODE 97170

Revenue is based on gross receipts and is payable 10 days after the end of the month.

Current vend rate .25

Current revenue split

Equipment
Currently 279 locker openings. All lockers currently operate at .25 cents

Annual Revenue	Lessor	Lessee
\$00.00 - \$3000.00	80%	20%
\$3001.00 - \$5000.00	70%	30%
\$5001.00 - \$7500.00	65%	35%
\$7501.00 - \$10000.00	60%	40%
\$10001.00 - and over	50%	50%

3 - Year Term With Renewal Option For Locker Concessions

Best Lockers will maintain existing locker cabinets and upgrade the lock mechanism to operate at .50 cents per use

Proposed vend rate .50

Proposed revenue split

Equipment
Maintain existing lockers and upgrade lock mechanisms to operate on .50 cents per use.

Annual Revenue	Lessor	Lessee
\$00.00 - \$3000.00	75%	25%
\$3001.00 - \$5000.00	70%	30%
\$5001.00 - \$7500.00	60%	40%
\$7501.00 - and over	50%	50%

If you have any questions or comments please feel free to contact me at 301-595-9819 ext. 333.
 We look forward to a long and mutually rewarding association.

Terms: NET 30

Vendor Number: ~~W000005207 X~~ **W000012328 X**

Telephone Number: ~~301/595-9819~~ **201/880-8469**

Fax Number: ~~301/595-5821~~

Contact Person: ~~Mary Knieser~~ **Jennifer Wilson**

E-mail Address: mary@bestlockers.com jwilson@tiburonlockers.com

Company Web Site: www.bestlockers.com www.tiburonlockers.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2007 2010.**