

**SERIAL 04208 C      BAGGED ICE (NIGP CODE 39035)**

**DATE OF LAST REVISION: May 25, 2007      CONTRACT END DATE: March 31, 2009**

**CONTRACT PERIOD THROUGH MARCH 31, 2009**

**TO:**                All Departments  
**FROM:**            Department of Materials Management  
**SUBJECT:**        Contract for **BAGGED ICE (NIGP CODE 39035)**

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 **March 03, 2005**.

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

**AS/mm**  
Attach

Copy to:            Clerk of the Board  
                        Jim Baker, MCDOT  
                        Amie Bristol, MCSO Procurement  
                        Gabriela Varadi, Flood Control  
                        Gidget Beltran, Equipment Services  
                        Materials Management

(Please remove Serial 00009-X from your contract notebooks)

SPECIFICATIONS FOR: **BAGGED ICE (NIGP CODE 39035)****1.0 INTENT:**

The intent of this Solicitation is to establish a requirement contract for bagged ice. 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 Bag - ice, 7 lb. Vogt
- 2.2 Bag - ice, 40-50 lb. crushed
- 2.3 Quantities for each location may vary - approximately 50 to 300 bags weekly is typical.
- 2.4 Containers are County provided except for the Department of Transportation and Flood Control. Bidders are to state cost to rent a freezer that will hold at least 150 bags.
- 2.5 All deliveries are within the greater Phoenix metropolitan area.
  - 2.5.1 Availability of the ice must be 24 hours per day (7) seven days per week plus County must be allowed to pick up if necessary.
  - 2.5.2 Department of Transportation Locations are as follows (7 lb bags):
    - 2.5.2.1 12975 West Bell Road - box size 150 bags
    - 2.5.2.2 26449 West State Route 85 (Buckeye) - box size 150 bags
    - 2.5.2.3 MCDOT Operations, 2919 West Durango Street- 300 bags
    - 2.5.2.4 MCDOT Traffic Operations, 2909 West Durango Street - 150 bags
    - 2.5.2.5 MCDOT Warehouse, 2222 South 27<sup>th</sup> Avenue – 100 bags
  - 2.5.3 Flood Control Locations are as follows (7 lb bags):
    - 2.5.3.1 Flood Control, 2801 West Durango Street - 150 bags
  - 2.5.4 **Equipment Services Locations are as follows (7 lb bags):**
    - 2.5.4.1 **Durango Main Service Station – 3325 West Durango Street – 150 bags.**
    - 2.5.4.2 **Buckeye Service Station - 26449 W HWY 85, Buckeye (when calling to replenish our stock for this location please note that vendor replenishes MCDOT's storage container. Equipment services shop located in the rear of the building separate from location 2.5.2.2 of the bid) – 150 bags.**
    - 2.5.4.3 **Dysart & Bell Service Station - 16821 N. Dysart Rd, Surprise (experienced confusion with vendor-not to be confused with the location on 2.5.2.1 of the bid) – 150 bags**
    - 2.5.4.4 **Downtown Service Station - 120 South 4th Ave – 150 bags.**
    - 2.5.4.5 **Mesa Service Station - 155 E. Coury – 150 bags**

2.6 Specify on the pricing page any locations listed in section 2.5 you are unable to service.

2.7 Specify on the pricing page any minimum ordering amounts and the location.

2.8 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.9 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within one (1) day 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.

2.10 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.

2.11 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.

2.12 STOCK:

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

**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 four (4) 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 two (2), 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 Anniversary 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 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.

3.7 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)

3.8 INDEMNIFICATION:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 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 and costs, relating to this Contract.

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.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 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**.

3.9 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.

3.10 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.

3.11 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 )

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

3.12 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.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled) copy of pricing.** Respondents 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.**

3.14 CONTRACTOR REVIEW OF DOCUMENTS:

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

3.14.1 One (1) original submissions is MANDATORY

3.14.2 Pricing pages, MANDATORY (Attachment A)

3.14.3 Agreement page, MANDATORY (Attachment B)

3.14.4 References (Attachment C)

**REDDY ICE 4626 S 40<sup>TH</sup> STREET, PHOENIX, AZ 85048**

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

PAYMENT TERMS: NET 30

INDICATE ANY M/WBE PARTICIPATION PERCENTAGE HERE: \_\_\_\_\_%

PRICING:

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>UNIT PRICE</u>
Bag - ice, 7 lb. Vogt	62,000	\$0.65/lb
Bag - ice, 10 lb. Vogt	as needed	\$0.85/lb
Bag - ice, 40 lb. crushed	as needed	\$4.00/lb
Bag - ice, 50 lb. crushed	as needed	\$ N/A

Freezer Rental / Container (if needed) N/A

Size of freezer / container: maximum number of 7 lb bag capacity 300  
(Freezer/Container to hold a minimum of 150 7 lb bags)

Specify any locations listed in section 2.5 you are unable to provide services. N/A

Specify any minimum ordering amounts and list the location. 100 Bags All Sites

Business Hours of operation: S M T W Th F S Available 24 Hours per day, Every day of the week.

~~C897002 / B0607664~~ - NIGP CODE 3903501

Terms: Net 30

Vendor Number: W000001145 X

Telephone Number: 602/437-5508

Fax Number: 602/431-9788

E-Mail Address: [nielsen@reddyice.com](mailto:nielsen@reddyice.com)

Company Website: [www.reddyice.com](http://www.reddyice.com)

Contact Person: Theresa Nielsen

Contract Period: To cover the period ending **March 31, 2009.**