

**SERIAL 03212 C DISHWASHING COMPOUNDS, DISPENSING EQUIPMENT AND
MAINTENANCE [NIGP CODES 93130, 48538]**

DATE OF LAST REVISION: June 01, 2007 CONTRACT END DATE: March 31, 2010

CONTRACT PERIOD THROUGH ~~MARCH 31, 2007~~ MARCH 31, 2010

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for **DISHWASHING COMPOUNDS, DISPENSING EQUIPMENT AND
MAINTENANCE [NIGP CODES 93130, 48538]****

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

(Please remove Serial 03040 / 98037 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **DISHWASHING COMPOUNDS, DISPENSING EQUIPMENT AND MAINTENANCE**
NIGP CODES 93130, 48538

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a contract for dishwashing compounds, dispensers, chemicals, drying agents and maintenance for the Maricopa County Sheriff’s Office Detention 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. This is a requirement contract.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 The successful bidder shall furnish dishwashing chemicals, dispensers, and drying agents necessary to provide a complete dishwashing cycle with an automatic dispensing system to include maintenance of the automatic dispensing system.
- 2.2 If the dishware equipment is fouled due to chemicals used, the vendor will be notified and shall be responsible for cleaning the units at NO COST to the County, using methods and materials not harmful to the system.
- 2.3 The following locations to include make and model numbers of Dishwashers, are to be served by this contract:

Location	Make	Model
Durango Correction Facility - 3225 W. Durango	Champion	40/KPRB
Avondale Jail - 900 E. Van Buren (Avondale)	Hobart	AM-11
Madison Jail - 201 W. Madison	Champion	60/KPRB
S.E. Jail Sub Station - 1840 S. Mesa Drive (Mesa)	Hobart	C-44
Estrella Jail - 2937 W. Durango	Champion	64/KPRB
Juvenile West - 3125 W. Durango	Hobart	C44A
Food Factory – 3150 W. Buckeye	Champion	Model PP-28
	Champion	UC-CW8-3T (three)
	Alvey	Conveyorized Single Lane Cart Washer
	Champion	2054

- 2.4 All chemicals defined in this solicitation shall comply with the maximum allowable limits for discharge into the Phoenix sanitary sewer system, Ordinance P-53, G-1049, 12-22-70 as amended. Ordinances can be located in Phoenix City Code, Chapter 28, Article II, Section 28-6, Section 28-7, Section 28-8, Copies of this Code can be obtained from the City of Phoenix Water Treatment Department Pollution Control Division. 2474 South 22nd Avenue. Phoenix, Arizona 85009 or contacting Harriet Bigalke, Senior Water Quality Inspector @ 602-495-5925.
- 2.5 Prospective bidders should visit the sites and familiarize themselves with the conditions that may affect performance and bid prices. Vendors may contact Nancy O’Neill, Monday through Friday 0700 through 1530 at (602) 256-1978 for visitation scheduling.
- 2.6 The equipment must be operated in accordance with Maricopa County Environmental Services Health Department Code, Chapter 8, Section 1, Regulation 8-P. Data/Information may be obtained by calling the Health Department, Bureau of Environmental Health. You can locate them on the web at www.maricopa.gov/envsvr/business/healthcd/pdf/c851-7df.pdf or call (602) 506-0153.
- 2.7 The contractor shall have technically qualified personnel to fulfill the following service requirements, inclusive with the pricing offered: **minimum once per week.**

- 2.7.1 Measure concentrate of detergent wash solution by chemical analysis to maintain concentrations for proper warewashing, remedying conditions in over-consumption or insufficiency.
- 2.7.2 Check and regulate temperature of the wash and rinse solutions set by the health department, replace temperature gauges if necessary.
- 2.7.3 Check steam and fill valves for leaks, reporting major valve trouble, repairing minor faulty operation. Responsibility of replacement parts will be borne by Maricopa County.
- 2.7.4 Check and adjust wash-manifold arms and nozzles, rinse arms and jets; repairing arms as necessary, or if beyond repair replacing them. Responsibility for procuring replacement parts will be borne by Maricopa County.
- 2.7.5 Inspect by-pass action, overflow action and balance and adjust the machine for leaks as defined by the manufacturer.
- 2.7.6 Check drain valve and plumbing, reporting if drain valves require replacement to ensure adequate water is in the machines.
- 2.7.7 Check pump and motor for leaks, excessive vibration, poor alignment and wear, foreign objects. Assure pump delivery in gallons per minute in accordance with proper conditions of NSF (National Sanitary Foundation) standards.
- 2.7.8 Check all remaining warewashing equipment (dish machines and cart washer) making minor repairs and adjustments including installing rinse jets, vacuum breaker floats, gasket assembly, cleaning solenoids rinse valves, removing and cleaning line strainers, removing lime deposits. Responsibility of replacement of solenoids or strainers will be borne by Maricopa County.
- 2.7.9 Inspect electrical wiring, replacing fuses and switches, dish curtains and report conditions.
- 2.7.10 Complete written service report weekly, providing a list of suggested replacement parts if needed, based on 2.7.1 through 2.7.9 check points with the reports going to each respective Kitchen Manager.
- 2.7.11 Vendor must guarantee maximum cost per meal served. Example \$.01/\$.02/\$.03/. (See Section 2.11 for additional information.)
- 2.8 The foregoing is in addition to the emergency calls and repairs that will be required on a continuing basis. Service availability is required seven (7) days per week, twenty-four (24) hours per day. **Service reports will be left on each visit per facility.**
- 2.9 If the County encounters problems in the proper operation of the dishwashers, the contractor shall make the necessary emergency service calls. Emergency service calls must be acknowledged within thirty (30) minutes from the time the call was placed. Response for service must be made within six (6) hours from the time the call was placed. A service representative must be available for emergency calls 24 hours per day, seven days per week. Regular operating hours are Monday through Friday 0700 through 1700.
- 2.10 The successful bidder is to furnish operating charts for Sheriff's Office Food Service personnel regarding the care and use of the dishmachine; train operators in proper racking, pre-scraping, special handling and daily machine clean-up procedures as requested by County agencies.
- 2.11 Listed below are the current estimated monthly meals per location:
 - 2.11.1 Durango Correction Facility - 3225 W. Durango 135,000

2.11.2	Avondale Jail - 900 E. Van Buren (Avondale)	4,000
2.11.3	Towers Jail - 3127 W. Durango	80,000
2.11.4	Madison Jail - 201 W. Madison	172,000
2.11.5	S.E. Jail Sub Station - 1840 S. Mesa Drive (Mesa)	25,000
2.11.6	Estrella Jail - 2937 W. Durango	80,000
2.11.7	Juvenile West - 3125 W. Durango	18,000
2.11.8	Food Factory – 3150 W. Buckeye	200,000

2.12 ADDITIONAL CHEMICALS:

- 2.12.1 Sanitizer Rinse, 5 gallon container
- 2.12.2 Lime Remover, 1 gallon (4 per case)
- 2.12.3 Husky Pink Degreaser, 1gallon (4 per case)
- 2.12.4 Pearl Drops Pot and Pan Soap, 5 gallon container
- 2.12.5 Oven and Grill Cleaner, 32 oz (12 per case)
- 2.12.6 PlasticSoak 8#/4 case

2.13 MATERIAL SAFETY DATA SHEETS (MSDS):

Material Safety Data Sheets (MSDS) must be provided for photo chemicals delivered to the County Department.

2.14 FACILITIES:

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

2.15 TRAINING:

The successful Contractor shall provide a minimum of thirty minutes per Sheriff’s Office Food Service employee to completely train personnel in the use and care of the equipment. (See section 2.10) There will be approximately 16-18 Food Service Supervisors to train initially with training continuing as new personnel are added.

2.16 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.

2.17 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within five (5) 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.

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.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the USING AGENCY shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

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.

2.18 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.

2.19 INVOICING REQUIREMENT:

All item(s) purchased by the County, whether picked up or delivered, shall be accompanied by a proper invoice billed to the appropriate County agency per the purchase order instructions:

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.

2.20 STOCK:

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

2.21 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.22 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.

2.23 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) 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.

2.24 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:

2.24.1 Documentation from the manufacturer that the product of model has been discontinued.

2.24.2 Documentation that names the replacement product or model.

2.24.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.24.4 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.

2.24.5 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.

2.25 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.26 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.27 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

2.28 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.29 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. **One** set of catalogs/pricing documents shall accompany any additional pricing offered.

2.30 CONTRACTOR REVIEW OF DOCUMENTS:

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

- 2.30.1 One (1) original and one (1) electronic copy of pricing on a labeled 3.5" diskette with the bidders name is MANDATORY
- 2.30.2 Pricing pages, MANDATORY (Attachment A)
- 2.30.3 Copies of Catalogs/Pricing Documents (if required)
- 2.30.4 Literature, Technical and Descriptive, MANDATORY
- 2.30.5 Vendor Information, MANDATORY (Attachment C)
- 2.30.6 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.

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.

3.7.2 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.

3.7.3 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.

3.7.3.1 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.

3.7.3.2 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.

- 3.7.3.3 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**.

3.7.4 Certificates of Insurance.

- 3.7.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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.

3.7.4.2 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.

3.8 **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:

Stephen Krausnick, 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" (labeled) and one (1) electronic copy of pricing on a labeled 3.5" diskette with the bidders name. 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.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

NORTHERN CHEMICAL COMPANY, 6110 NW GRAND AVENUE, GLENDALE, AZ 85301-1896

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 5% 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.

ITEM DESCRIPTION

Cost per meal served: \$0.00056 meals per day.

	PACKAGING	MANUFACTURER /PRODUCT #
Detergent, heavy-duty liquid or solid containing water conditioning ingredients, defoamer for heavy protein soils. Capable of being dispersed from a remote area directly from the product container (Liquid 5 gallon pail/4 gallon case. Solid - 6/9 lb. capsules per case).	5 GALLON PAIL	CANDY PECK / SPECTACULAR
Drying agent, to reduce surface tension of water for fast spot streak-free drying. Must have a defoamer and all surfactants are to be bio degradable. Must not contain acid or corrosive ingredients. Capable of being dispersed from a remote area directly from the product container (Liquid or solid).	5 GALLON PAIL	CANDY PECK SOFT SPOT

NORTHERN CHEMICAL COMPANY, 6110 NW GRAND AVENUE, GLENDALE, AZ 85301-1896

CHEMICALS	ESTIMATED MONTHLY USAGE	UNIT PRICE	MANUFACTURER	CASE PRICE	DILUTION RATIO	UNIT PRICE OF DILUTED PRODUCT PER GALLON
Sanitizer Rinse, 5 gallon container	25 pails	\$38.94 PL	CANDY PECK	\$38.94 / PAIL	¼ OZ / GL	\$0.076 / GL
Lime Remover, 1 gallon (4/case)	45 cases	\$4.95 GL	CANDY PECK	\$19.80 CS / GL	1 OZ / GL	\$0.038 / GL
Husky Pink Degreaser, 1 gallon (4/case)	40 cases	\$4.95 GL	CANDY PECK	\$19.80 CS / GL	2 OZ / GL	\$0.076 / GL
Pearl Drops Pot and Pan Soap, 5 gallon container	72 pails	\$24.17 PL	CANDY PECK	\$24.17 PAIL	½ OZ / GL	\$0.018 / GL
Oven and Grill Cleaner, 32 oz (12/case)	15 cases	\$2.06 QT	CANDY PECK	\$27.72 CS / QT		
PlasticSoak, 8#/4 case	20 cases	\$10.69 CT	CANDY PECK	\$42.77 CS / CT	1 OZ / GL	\$0.334 CT

BLANKET PRICING

In order to provide adequate coverage for purchases that may arise outside the scope of products listed in the Pricing Section; Maricopa County requests Blanket Pricing in Accordance with Manufacturer or Company Published Price list or Catalog which shall be used to purchase additional need cleaning chemicals.

<u>Manufacturer / Company Published Price list or Catalog</u>	<u>Date of List/Catalog</u>	<u>Price column to be used (eg. List, Jobber, etc.)</u>	<u>% Discount off Price column</u>
NORTHERN CHEMICAL COMPANY	2003	LIST PRICE	45 %

NORTHERN CHEMICAL COMPANY, 6110 NW GRAND AVENUE, GLENDALE, AZ 85301-1896

PRICING SHEET ~~C79-30-09/B0604474~~ NIGP CODES 9313001, 4853801

Terms: NET 30

Vendor Number: **W000001568 X**

Telephone Number: 623-937-1668

Fax Number: 623-435-8574

Contact Person: Clyde Hayes

E-mail Address: cmhayes@northernchemical.com

Company Web Site: www.northernchemical.com

Insurance Certificate Required

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