

SERIAL 04199 S LOCAL COURIER SERVICES

DATE OF LAST REVISION: January 03, 2008 CONTRACT END DATE: February 28, 2010

CONTRACT PERIOD THROUGH FEBRUARY 28, 2010
~~CONTRACT PERIOD THROUGH FEBRUARY 28, 2008~~

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **LOCAL COURIER SERVICES**

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 **February 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.

Wes Baysinger, Director
Materials Management

DL/ks
Attach

Copy to: Clerk of the Board
Jim Baker, MCDOT
Gabriela **Nasadurai**, Flood Control
Carole Songer, Stadium District
Materials Management

(Please remove Serial 99241-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **LOCAL COURIER SERVICES (NIGP 96224)****1.0 INTENT:**

The intent of this Invitation For Bids is to award a contract to the lowest priced, responsive, responsible bidder for local Courier Services for various Maricopa County Departments and Agencies on an as needed basis.

2.0 TECHNICAL SPECIFICATIONS:

The successful contractor shall arrange pick-up of material to be couriered, on request of authorized county official, from Maricopa County Government Departments or Agencies only. The items for pick-up and delivery under this contract shall not include non-official mail or items, items to be metered and/or mailed or inter-departmental communications.

- 2.1 Deliveries will be within the limits of Maricopa County only. Various zones for the purposes of this contract are shown on the Pricing Sheet (Attachment A). It is expected that most of the items to be couriered will be delivered within a 15 mile radius of the Maricopa County Administration Building located at 301 W. Jefferson, Phoenix
- 2.2 The successful contractor must provide desk-to-desk courier services. The contractor must arrange pickup and delivery per departmental requests. The contractor must demonstrate capability of developing necessary procedures and documentation for proper, efficient and timely pickup, delivery and invoicing.
- 2.3 In addition to pick-up service, the successful contractor may offer drop-off service, where county personnel could drop off packages. If a drop-off discount results in the delivery price, the bidder shall state that discount on the Pricing Sheet (Attachment A).
- 2.4 The contractor must develop an accurate system for tracking of items from pick-up/ drop-off through delivery. The contractor must provide proof of delivery.
- 2.5 Documents developed by the contractor for collection, delivery and invoices must be traceable to the county official requesting the service. There should be a provision for tracking the name, position, department and the phone number of the requester, on each document.
- 2.6 If the Contractor is temporarily unable to provide the service, the County reserves the right to purchase the service on the open market without recourse.
- 2.7 This service shall be for pickup of various packages not exceeding 40 pounds. The hours of pickup and delivery will be generally between 7 AM and 6 PM, Monday through Friday, excepting holidays. Some departments may require services at other times but these will be few.
- 2.8 Contractor shall ensure proper levels of diligence and security in the delivery process. The requester must be advised immediately if a breach should occur.
- 2.9 The County will not provide any office place, facility or equipment to the contractor for the execution of the contract.

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 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 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.4 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration or Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall with in the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.5 EVALUATION CRITERIA:

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

- 3.5.1 Compliance with specifications
- 3.5.2 Price
- 3.5.3 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.

3.6 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 INDEMNIFICATION AND INSURANCE:

3.7.1 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.

3.7.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc.

Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the 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 the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the 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 the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The 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 the 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 the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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

3.7.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability 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.

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 Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an

Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.7.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.7.2.3 Workers' Compensation. The 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

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

3.7.3 Certificates of Insurance.

3.7.3.1 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.**

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

3.7.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.7.5 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:

BILL THORNTON, PROCUREMENT CONSULTANT, 602-506-3248
(bthornto@mail.maricopa.gov)

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

3.11 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:

Respondents are to provide one (1) original (labeled) and one (1) electronic copy of pricing on a CD. 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.**

MERCURY DELIVERY SERVICES, PO BOX 26380, TEMPE, AZ 85285
3331 N 24TH STREET #A, PHOENIX, AZ 85016

ACCEPT A PROCUREMENT CARD” YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO %
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

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

PRICING SHEET ~~S047103/B0608577~~ **NIGP 9622402**

ROUTINE SAME DAY PICKUP AND DELIVERY SERVICES

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1	7 AM to 6 PM on business days	1.05	5.95	8.95	8.95	11.95	11.95	2.95	14.95
2	6 PM to 7 AM on business days	1.05	5.95	8.95	8.95	11.95	11.95	2.95	14.95
3	7 AM to 6 PM on holidays	1.05	5.96	8.95	8.95	11.95	11.95	2.95	14.95
4	6 PM to 7 AM on holidays	1.05	5.95	8.95	8.95	11.95	11.95	2.95	14.95
5	Discount for drop-off	5%	5%	5%	5%	5%	5%	5%	5%

ROUTINE NEXT DAY PICKUP AND DELIVERY SERVICES

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1	7 AM to 6 PM on business days	1.05	4.95	7.95	7.95	10.95	10.95	2.95	12.95
2	6 PM to 7 AM on business days	1.05	4.95	7.95	7.95	10.95	10.95	2.95	12.95
3	7 AM to 6 PM on holidays	1.05	4.95	7.95	7.95	10.95	10.95	2.95	12.95
4	6 PM to 7 AM on holidays	1.05	4.95	7.95	7.95	10.95	10.95	2.95	12.95
5	Discount for drop-off	5%	5%	5%	5%	5%	5%	5%	5%

RUSH PICKUP AND DELIVERY SERVICE

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1	2 hour delivery, during business hours	4.5	10	14	16	18	20	4.95	24
2	2 hour delivery, outside of business hours	4.5	15	21	24	27	30	4.95	36
3	Discount for drop-off	5%	5%	5%	5%	5%	5%	5%	5%

SL	SERVICE SCHEDULE	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	ZONE G	ZONE Z
1	4 hour delivery, during business hours	3.95	9	12.95	14.95	17	19	4.95	22
2	4 hour delivery, during business hours	3.95	9	12.95	14.95	17	19	4.95	22
3	Discount for drop-off	5%	5%	5%	5%	5%	5%	5%	5%

SCHEDULE OF ZONE

- Zone A N - Camelback Rd.
 S - Buckeye Rd.
- Zone B N - Northern Ave.
 S - Baseline Rd.
- Zone C N - Cactus Rd.
 S - Elliott Rd.
- Zone D N - Bell Rd.
 S - Chandler Blvd.
- E - 16th St.
 W - I-17 Frwy.
- E - 44th St.
 W - 51st Ave.
- E - Hayden Rd.
 W - 75th Ave.
- E - Country Club Rd.
 W - 99th Ave.

