

INVITATION FOR BID

AC TRANSIT DISTRICT
Purchasing Department
1600 Franklin Street
Oakland, CA 94612

BIDS WILL BE OPENED at 1600 Franklin Street, Oakland, CA 94612 on January 28, 2020 at 10:00 a.m.

Sign the bid, put it in an envelope, and write the Contract Bid number and Title on the outside. Sign and return this page. Retain Bidder's Duplicate copy for your files.

SIGN AND RETURN THIS PAGE
INVITATION FOR BID NO.: 2020-1494

Date: January 7, 2020

TITLE: BOTTLED WATER SERVICES

DO NOT INCLUDE SALES OR EXCISE TAXES in Bid prices.

ALL BIDDERS COMPLETE THIS SECTION:

2020

Upon execution of a Contract Acceptance form, the undersigned agrees to furnish, subject to provisions on the reverse of this form, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, bid, special conditions and general conditions, all of which are made part of the contract proposal, when authorized by Purchase Order, Contract Order, or Letter of Agreement issued by the District.

Name under which business is conducted: _____

Business street address: _____ Telephone: _____

City

State

Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed _____ Typed Name _____

IF PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that we are partners in the business (joint venture) named above and that we sign this contract bid with full authority to do so (one or more partners sign):

Signed _____ Typed Name _____

Signed _____ Typed Name _____

IF CORPORATION, sign here:

The undersigned certify that they sign this contract bid with full authority to do so:

Corporate Name: _____

Signed _____ Typed Name _____ Title _____

Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

Form C102
May 2005

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. EXPLANATIONS, CLARIFICATIONS AND CHANGES

Bidders shall request any explanation, clarification or changes to specifications in writing. Any reply and/or change to specifications will be made by written addendum, which shall become a part of the bid documents.

2. BID SUBMISSION

To receive consideration, bids must be delivered prior to the date and time for bid opening. All bids shall be in a sealed envelope properly endorsed as to the bid number and opening date. Submission of a bid shall constitute a firm offer to the District for ninety (90) days from the last day for receipt of bids.

Unauthorized conditions, limitations or provisos attached to a bid will render it non-responsive and may cause its rejection. No telegraphic or facsimile bids or modifications will be considered unless otherwise stated.

A bidder may withdraw his bid prior to bid opening, without prejudice, by submitting a written request for its withdrawal to the Procurement and Materials Director. The bidder must be able to identify its Bid, show proper identification, and show proper authorization to withdraw the Bid.

At the hour specified in the notice, the District will open, examine and publicly declare all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids. Awards will be made or bids rejected by the District within a reasonable time after bids have been opened.

3. APPROVED EQUALS

When the name of a manufacturer, brand or make, with or without a model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. The District shall be the sole judge whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered are assumed to be the specific articles named in this document and that articles offered are in accordance with the specifications. If not offering the specific articles named, bidder should enclose with bid full information, specifications and descriptive data on items offered. The District reserves the right to permit deviations from the specifications if any article offered is substantially in accord with the specifications and is deemed by the District to be as good quality and as fully satisfactory for its intended use as an article fully meeting specifications.

4. CONDITION OF ARTICLES

Articles offered and furnished must be new and previously unused and of manufacturer latest model unless otherwise specified herein.

5. TAXES

The supplies, materials or equipment called for under the specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government.

Unless otherwise stated bidder shall exclude applicable California State and local sales or use taxes in the total price in his bid. Said tax, wherever applicable, will be paid by the District to the Contractor, if licensed to collect same, or otherwise directly to the State.

6. AWARD AND REJECTION OF BIDS

The District may reject any and all bids, may waive any minor irregularities or informalities in any bid or in the bidding procedure, and must reject a bid of any party who has been delinquent or unfaithful in any former contract with the District. If an award is made, it shall be made to the lowest responsible bidder.

7. DELIVERIES

FOB destination in Oakland, freight prepaid and allowed. Unless otherwise stated in the specification or bid forms, bidder shall include freight or delivery charges in the total price in its proposal.

8. SEPARATE ITEMS OR IN THE AGGREGATE

Any bidder may bid separately for any item unless otherwise provided. The District may make awards on separate items or in an aggregate of several or all items unless otherwise provided.

9. CASH DISCOUNTS

Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- Discount period must be at least 30 days.
- The discount period will start on the date of completion of delivery of all items on any Purchase Order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later.
- Payment is deemed to be made, for the purpose of claiming the discount, on the date of mailing the District warrant or check.

10. ACCEPTANCE, BILLING AND PAYMENT

Acceptance by the District of any equipment, supplies, or materials furnished under the contract to be awarded shall occur only subsequent to the final inspection by authorized employees of the District. Defective or nonconforming equipment, supplies or materials shall be rejected by the District and the contract price adjusted accordingly unless acceptable replacement is made.

Invoices shall be rendered in triplicate to AC Transit District, P.O. Box 28507, Oakland, California 94604. Invoices shall include all applicable state, city and special district sales taxes at time of delivery. Invoices shall identify the Contract and Purchase Order Numbers. Unless otherwise stated, the District will make payment within thirty (30) days of the date of completion of delivery of all items on any Purchase Order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later.

11. WARRANTY OF TITLE

The Contractor warrants and agrees that title to all materials and equipment furnished under this contract and accepted by the District will pass to the District free and clear of all liens, claims, security interests or encumbrances.

12. PERFORMANCE WARRANTY

Contractor shall supply his standard warranty(ies) on defects in workmanship and material applicable to the materials, supplies or equipment furnished hereunder. The standard warranties should be no less than the minimum requirements stated in the Specifications. All warranties to commence after acceptance of delivery by the District unless otherwise stated. It is understood and agreed that the District does not waive any warranty either expressed or implied or any liability of the manufacturer or Contractor as may be determined by a decision of any court of the State of California or the United States.

13. INDEMNIFICATION

Contractor shall indemnify, defend, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage caused by the sole negligence or willful misconduct of the District.

14. TERMINATION AND TERMINATION FOR CONVENIENCE

In the event the Contractor fails to perform any of his obligations under this contract, this contract may be terminated effective after 10 days written notice and all of Contractor's rights hereunder ended. No new work will be undertaken and no new deliveries will be made after the date of receipt of such notice.

The District may terminate this Agreement for the District's convenience and without cause at any time by giving Contractor written notice of termination. In the event of termination, Contractor will be paid for those services performed or deliveries made pursuant to this Agreement to the satisfaction of the District up to the date of termination. In no event will the District be liable for costs incurred by Contractor after receipt of notice of termination.

15. NON-DISCRIMINATION

In connection with the execution of any contract hereunder, the Contractor shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age as defined in Section 12926 Government Code.

16. GOVERNING LAW

This contract shall be governed by the laws of the State of California.

17. PROHIBITED INTERESTS

By submitting a bid, the bidder represents and warrants that neither the General Manager nor any Director, officer, or employee of the District is in any manner interested directly or indirectly in the bid or in the contract which may be awarded under it, or in any expected profits to arise therefrom (State of California Government Code section 1090 et Seq.). No member, director, officer or employee of the District, during his/her tenure or for one year thereafter, shall have an interest, direct or indirect, in this Contract or the proceeds thereof.

BOTTLED WATER SERVICES**SPECIAL CONDITIONS**

Coordination of General Conditions, Specifications and Special Conditions. The General Conditions, Specifications and Special Conditions are intended to be complementary and to describe and provide for a complete work. In the event that there are inconsistencies or discrepancies between provisions contained in these components of the contract documents, the Special Conditions and Specifications shall govern over the General Conditions.

18. CORRESPONDENCE

All correspondence must show **Invitation for Bid Number 2020-1494**.

19. AWARD OF CONTRACT

The District will make an award to the **lowest responsive and responsible bidder** whose bid complies with all the requirements of the bid solicitation. Any such award will be made pursuant to a Notice of Award signed by the District within ninety (90) days after bid opening.

20. RESERVATION OF RIGHTS

This Invitation for Bid (IFB) does not commit the District to award a contract, to pay any costs incurred in the preparation or presentation of a bid, or to procure or contract for services. The District shall not be liable for any costs incurred by bidders in the preparation of bids or for any work performed in connection with bid preparation. The District reserves the right, at its sole discretion, to reject any and all bids and/or to waive any minor informalities or irregularities in any bid or in the bidding procedure.

21. TYPE OF CONTRACT

This is a firm fixed price (FFP) Contract.

22. PERIOD OF PERFORMANCE

The period of performance will be for a three (3) year base period, with two (2) one (1) year priced options.

23. PRICE

Price(s) quoted by bidder shall be firm for the duration of this contract.

BOTTLED WATER SERVICES**SPECIAL CONDITIONS****24. OPTION TO EXTEND THE CONTRACT (PRICED)**

At the sole discretion of the District, the contract may be extended unilaterally by the exercise of two (2) one (1) year priced options. If exercised, the District shall notify the contractor in writing of its intent to exercise each priced option at least thirty (30) days prior to the exercise of said options. The options shall be exercised in accordance with the prices proposed in the original submitted bid.

25. BID CONTENTS

In order for a bidder to be responsive, the following information **MUST** be submitted with the bid:

- A.** Bidders shall submit the firm name(s), addresses, telephone numbers and e-mail and/or web addresses and a brief description of the history, background of the firm and length of time in business under the same name.
- B.** Bidders must be licensed to do business in California. Provide a copy of your license.
- C.** Bidders must have at minimum three (3) years of verifiable experience providing Bottled Water Services to commercial businesses **that have a minimum of 100 employees.**
- D.** A minimum of three (3) professional or relevant references in the area for which your company has provided similar Bottled Water Services that we may have the option of contacting regarding past performance and service experience with your company, with current or specifying contact information (name, email, and telephone number). References may be used to conduct necessary inquiry to determine responsibility of bidder's past performance.
- E.** Bidder's proposed equipment should meet or exceed the requirements as set forth in the IFB.
- F.** Bidders must include with their bid, the manufacturer's product literature for the water and water dispensers and a copy of the latest Establishment Inspection Report from the FDA to ensure conformity with applicable requirements. The bidder must provide evidence that the bottles are BPA free. The contractor shall provide the District a copy of the report on a semi-annual basis from contract begin date

BOTTLED WATER SERVICES**SPECIAL CONDITIONS**

- G.** The name, title, address, telephone number, fax number, and e-mail address of the bidder's contact person during the bid process.
- H.** Completed Bid Forms (Attachment No. 1).
- I.** Completed Prime Contractor & Subcontractor/Supplier Report (Attachment No. 2).
- J.** Bidders shall complete ALL attachments attached to this IFB (Attachment Nos. 1 and 2).
- K.** Bidders shall submit a statement that the insurance coverage required for the project can be obtained and will be carried without reservation or exclusion should be bidder be awarded a contract pursuant to the IFB.
- L.** A statement acknowledging by name the receipt of each addendum issued by the District.
- M.** Bidders shall submit IFB signature page 1 signed by an approved representative of the Company.
- N.** The District retains the right to require additional information from bidders to determine the accuracy of bid information etc.

26. SUBMITTAL OF BIDS

- A.** To be considered, one (1) original and one (1) copy of the bid must be received by **10:00 a.m. local time on January 28, 2020**, at AC Transit, 1600 Franklin Street, 6th Floor, Oakland, CA 94612, Attn: Jamell Woodard, Contracts Specialist, Purchasing Department. **Bids received after the deadline or delivered to a different location will not be accepted.**
- B.** Each bid must be submitted in a sealed envelope and be clearly marked to show the bidder's name and the contract name and number, without being opened. **Faxed or electronic bids will not be accepted.**

27. PUBLIC OPENING OF BIDS

Bids will be publicly opened and read aloud at the date, time, and place designated in the IFB documents for bid opening. Bidders and their authorized representatives are invited to be present.

BOTTLED WATER SERVICES**SPECIAL CONDITIONS**

28. RECEIPT OF SINGLE BID

If only one (1) bid is received in response to the Invitation for Bid, a cost/price analysis of the bid may be performed to determine if the bid price is fair and reasonable.

29. STATEMENT OF EXPERIENCE

The bidder may be required upon request to prove to District's satisfaction that it has the skill and experience and that it has the necessary facilities and financial resources to perform in a satisfactory manner and within the required time. A copy of the bidder's most recent Annual Financial Statement may be requested.

30. QUALIFICATION OF BIDDERS

The District may reject the bid of any bidder deemed not to possess the minimum qualifications to provide or perform the work hereunder.

31. CHANGES BY DISTRICT

In case any work, materials, or equipment shall be required which are not mentioned, specified or indicated, or otherwise provided for herein, the Contractor shall, if ordered in writing by the Procurement and Materials Director, do and perform such work and furnish such materials or equipment at the Contractor's fair market prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discount, or both.

In case any work, materials or equipment which are mentioned, specified or indicated, or otherwise provided for in the contract or in the specifications forming a part of the contract shall be required to be omitted from, in or about the work, the Contractor shall, if ordered by the Procurement and Materials Director, omit the performance of such work and the furnishing of such materials or equipment. A deduction shall be made from the amount to be paid to the Contractor in an amount which the District and Contractor shall determine and mutually agree to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

It is understood, however, that the amount of work, materials, or equipment required by the contract shall not, in accordance with the above provisions referring to additions and omissions, be increased or diminished so as to substantially alter the general character or extent of the contract.

BOTTLED WATER SERVICES**SPECIAL CONDITIONS**

32. DAMAGES

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials, or equipment; or from any action of the elements prior to the final acceptance of the work, or of the supplies, materials, or equipment; or from any act or omission not authorized by these specifications on the part of the Contractor or any agent or person employed by it, shall be sustained by the Contractor.

33. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title, or interest in or to the contract or any part of it without obtaining in advance the written consent of the District. The written consent must appear on the contract or be attached to it.

34. NON-COLLUSION AFFIDAVIT

By submitting a bid, the bidder represents and warrants that such bid is genuine and not a sham, or collusive, or made in the interest or in behalf of any person not herein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any person, firm or corporation to refrain from bidding, and that the bidder had not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

35. PENALTY FOR COLLUSION

If, at any time, it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the District may advertise for a new contract for said labor, supplies, materials, or equipment.

36. RELEASE OF INFORMATION

Contractor must receive prior permission from the District before releasing any reports, information or promotional materials prepared in connection with this Contract. Contractor may not use the District's logo without specific written permission. The Contractor shall provide a copy or copies to the District Project Manager for first review and comment.

BOTTLED WATER SERVICES**SPECIAL CONDITIONS**

37. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

38. REMOVAL FROM SERVICE

If AC Transit is unsatisfied with the performance of staff, the Contractor shall promptly remove and replace said staff with other candidates approved by AC Transit. If there is not a suitable replacement with the Prime or its subcontractors, AC Transit may substitute said position(s) with those provided by AC Transit (or by another Contractor under AC Transit Direction).

The scope of work to be performed by the Contractor will be authorized and directed at the sole discretion of the District. The District reserves the exclusive right to choose and subsequently control the nature, extent and timing of Contractor execution of work and staffing level adjustments as deemed appropriate by the District.

Contractor agrees that any employee who is the subject of but not limited to the Contractor's internal disciplinary process for any of the following offenses shall be removed by the Contractor from providing service under this Contract pending the results of CONTRACTOR'S internal disciplinary process. Removal from service conduct includes, but is not limited to, the following:

- Committing incorrect or inappropriate acts while providing service
- Failure to follow AC Transit's policies and procedures
- Conviction of a felony criminal offense under certain circumstances
- Multiple missed deadlines
- Sexual misconduct on AC Transit premises
- Multiple failures to adequately and timely notify AC Transit of threats or delays to the project's success

In the event that the District, for good cause (including ineffective work efforts and lack of comprehension of the project) desires the removal of any person(s) assigned by Contractor to perform the services under to this Contract, Contractor shall remove such person(s) immediately upon receiving notice of such from the District.

BOTTLED WATER SERVICES

SPECIAL CONDITIONS

39. INSURANCE REQUIREMENTS

It is strongly recommended that contractors confer with their respective insurance carriers and/or brokers to determine in advance of proposal submission the availability of insurance coverage as required under this solicitation. Failure to comply with the insurance requirements may result in disqualification from award of the contract. Compliance with insurance requirements hereunder is considered a material term of the contract.

Contractor shall procure and maintain for the duration of the contract and for a period of three years thereafter or the period of any contract warranties, whichever is longer, insurance against claims for injuries to persons or damages for property which may arise from or in connection with the performance of the work hereunder by the contractor, contractor's agents, representatives, employees or subcontractors. The District reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

A. Coverage shall be at least as broad as:

1. General Liability coverage is to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG0001.
2. Automotive Liability coverage is to be equal to Insurance Services Office Business Auto Form CA0001 covering Automobile Liability.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If aggregate limit is used, either separate aggregate limit shall apply or aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation: Workers' Compensation limits as required by State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

C. Deductible and/or self-insured retentions must be declared to and approved by the District. The District reserves the option to require insurer to reduce or eliminate such deductible and self-insured retention

BOTTLED WATER SERVICES**SPECIAL CONDITIONS**

as to District and/or require Contractor to procure a bond guaranteeing payment of any deductible or self-insured retention of losses, related investigations, claims, administration and defense expenses.

D. Policies are to contain the following provisions:

1. General Liability and Automotive Liability

- a. The District, its directors, its officers, officials and employees are to be covered as additional insureds as respects to liability arising out of activities performed on behalf of Contractor, products and completed operations of Contractor, premises owned, occupied or used by Contractor, and automobiles owned, leased, hired or borrowed by Contractor. Coverage shall contain no special limitation on scope of protection afforded to the District, its directors, its officers, officials or employees.
- b. For any claims related to this contract, Contractor insurance coverage shall be primary insurance as respects the District, its directors, its officers, officials and employees. Any insurance or self-insurance maintained by District, its directors, its officers, officials or employees shall be in excess of Contractor insurance and shall not contribute with it.
- c. Any failure with reporting provisions of the policies including breaches of warranties, shall not affect coverage provided to the District, its directors, its officers, officials or employees.
- d. Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability.

2. Workers' Compensation and Employers Liability

Insurer shall agree to waive all subrogation rights against the District, its directors, its officers, officials and employees for losses arising from work performed by the Contractor.

3. All Coverages

BOTTLED WATER SERVICES

SPECIAL CONDITIONS

- a. Each policy required shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party or reduced in coverages or limits, except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District.
- b. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by the District as well as Contractor required to provide acceptable evidence of policy retroactive date and to maintain coverage with same retroactive date for a period of not less than five (5) years following termination of services.
- c. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.
- d. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

4. Acceptability of Insurance

Insurance is to be placed with California admitted insurers having a current A.M. Best & Co. rating of no less than "A:-VII".

5. Verification of Coverage

Contractor shall furnish the District with appropriate Certificates of Insurance and Endorsements effecting required coverages signed by a person authorized by insurer to bind coverage. Certificates and Endorsements are to be received and approved by the District prior to commencement of any work under Contract. The District reserves the right to require certified copies of all required insurance policies.

6. Other Requirements

- a. Should any work under this Contract be sublet, Contractor shall require each subcontractor to comply with all of Contract's insurance provisions and provide proof of such compliance to the District.

BOTTLED WATER SERVICES**SPECIAL CONDITIONS**

- b. These insurance requirements shall not in any manner limit or otherwise qualify liabilities and obligations assumed by Contractor under this Contract, including indemnification provisions.
- c. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

40. PROTEST PROCEDURES

Copies of the District's Procurement Protest Procedures can be obtained online at <http://www.actransit.org/about-us/board-of-directors/board-policies/> or Bidders should access www.actransit.org and click on Board Policies/Ordinances, and then scroll down the page to Board Policy 468 and click on Procurement Protest Procedures or by written request to the District's Contracts Specialist, Jamell Woodard, assigned to this procurement identified in paragraph 46. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S PROCUREMENT PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.

41. EQUAL OPPORTUNITY/NON DISCRIMINATION

It is the policy of the District to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which minority and small/local business can compete for all District Contracts. In connection with the performance of this Contract, the Contractor/Consultant will cooperate with the District in furthering the District's policy.

42. DISPUTE RESOLUTION

In case any disagreement, difference or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Agreement or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the rules of the American Arbitration Association with said arbitration being held in Oakland, CA.

Any award made by the Arbitrator(s) shall be final, binding and conclusive upon all parties and those claiming under them. The costs and expenses of any

BOTTLED WATER SERVICES**SPECIAL CONDITIONS**

Arbitration shall be borne and paid as the Arbitrator(s) shall, by their award, direct.

The submission to Arbitration is hereby made a condition precedent to the institution of any action at law or in equity with respect to the controversy involved; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and only in the manner permitted by law.

43. WAIVER

The bidder shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the specifications; that it has checked its bid for errors and omissions; that the prices stated in its bid are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the contract documents. The bidder waives any claim if errors or omissions claimed to have been made by them in their bid, or any other reason they refuse or fail to execute the contract.

44. WARRANTY

The Contractor and/or sub-contractor will warrant all equipment for the term of the contract, against defects in materials or workmanship and will replace at no cost to the District any equipment that is defective. The replacement will be made within five (5) working days from the date of the notification of trouble.

45. VENDOR REGISTRATION

If you are not already an AC Transit registered vendor, an online Vendor Registration is required prior to Contract award. Bidders should access www.actransit.org and select: doing business with AC Transit, and click on vendor log-in and registration, and then select Vendor Registration. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification-containing original signature-in bid. If online access is not available, contact the District's Purchasing Department for instructions.

46. FURTHER INFORMATION

Prospective bidders may contact Jamell Woodard, by calling (510) 891-7258, or by email @ jwoodard@actransit.org between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, holidays excepted, for further information.

BOTTLED WATER SERVICES**SCOPE OF WORK/SERVICES****1. BACKGROUND INFORMATION**

The Alameda-Contra Costa Transit District (“AC Transit” and/or the “District”) is soliciting sealed bids from qualified firms to supply and deliver Bottled Drinking Water (5-gallon bottles) and Hot and Cold Water Dispensers Equipment throughout the District on an routine bi-weekly basis.

The bidder agrees to furnish all resources and services necessary and required to provide Bottled Water Services in accordance with the scope of services and terms and conditions of the contract.

2. SCOPE

This scope of services covers the requirements for the Contractor to furnish all resources (labor, equipment, supplies, transportation, etc.) necessary to provide Bottled Water Services at various locations of the District.

The services shall include the supply and delivery of bottled drinking water (on an “as needed” basis) and the supply, set up and/or installation of hot/cold water dispensing machines at the locations specified herein. All machines installed shall be new or in like new condition.

A site visit to each location with the Facilities Manager or Staff will be required for the initial review of quantity requirements of and water and machines for each drop point. Any changes to the quantities at each site after this site visit can only be approved by the Facilities Manager or the Maintenance Director. Failure to follow this policy can lead to termination of the contract.

3. SPECIFICATIONS/ STANDARD REQUIREMENTS

The Bottled Water required by this IFB shall conform to the following specifications and regulations:

a. BOTTLED WATER

The Bottled Water must be supplied in clear and reusable plastic bottles. Bottled water must be processed in an approved Food and Drug Administration (FDA) facility conforming to all applicable Environmental Protection Agency (EPA) and other state and federal specifications, regulations, and requirements. Bottles must be Bisphenol A (BPA) free.

All bottle deposit fees shall be waived.

BOTTLED WATER SERVICES

SCOPE OF WORK/SERVICES

b. BOTTLED WATER EQUIPMENT

The Bottled Water dispenser equipment proposed under this IFB may be new and/or refurbished. New dispensers must be ready for operation and refurbished dispensers must be sanitized and in good working condition.

The water dispensers shall be current models and shall be unpackaged, setup/installed and tested to ensure proper operation at time of delivery.

Bottle Racks, if requested, shall be furnished by the Contractor at no additional cost to the District.

4. ESTIMATED USAGE

Estimated quantities are as follows;

- a. Approximately 700 – Five (5) gallon water bottles are used each month in the District.**
- b. Approximately 70 – Hot/Cold water dispensers will be required for this contract.**

Quantities may and will vary depending upon demand during the life of this contract.

The District reserves the right to increase/decrease delivery quantities and to add/remove service locations without penalties/fees being applied and shall only be billed for service goods received at the existing contract rate.

5. DELIVERY/EXCHANGE REQUIREMENTS

The contractor shall pick up the empty water bottles and make an even exchange every two (2) weeks at scheduled delivery dates. The Contractor will notify the AC Transit representative when they arrive at each location and provide signed documentation verifying the number of bottles delivered. Failure to provide the District with water on a timely, consistent basis will be grounds for terminating this contract. All deliveries shall be FOB destination.

At time of award, the successful bidder shall provide a delivery schedule for pick-up and drop off of bottled water refills for each location stated in the scope.

BOTTLED WATER SERVICES**SCOPE OF WORK/SERVICES****6. EQUIPMENT/DELIVERY LOCATIONS**

The Contractor shall supply five (5) gallon bottled water and dispensing machines, at a minimum, at the specified locations listed below:

Property Short Name	Property Name/Address
G.O.	General Office 1600 Franklin Street Oakland, CA 94612
Division 2 (D2)	Emeryville Operating Division 1177 47 th Street Emeryville, CA 94608
Division 3 (D3)	Richmond Operating Division 2016 MacDonald Avenue Richmond, CA 94801
Division 4 (D4)	East Oakland Operating Division 1100 Seminary Avenue Oakland, CA 94621
66 th Avenue Property	Rental Property and Lot 983 66 th Avenue Oakland, CA 94621
Division 6 (D6)	Hayward Operating Division 1758 Sabre Street Hayward, CA 94545
CMF	Central Maintenance Facility 10626 International Blvd. Oakland, CA 94603
TEC	Training and Education Center 20234 Mack Street 20650 Mack Street Hayward, CA 94545
BRT Property	Bay Area Rapid Transit 3322 International Blvd. Oakland, CA 94612

Note: There will be approximately 55 different water drop points at these various locations and the quantities to be supplied will vary at each site.

BOTTLED WATER SERVICES

SCOPE OF WORK/SERVICES

7. EQUIPMENT MAINTENANCE

The Contractor shall perform preventive maintenance needed to maintain the operation of the water dispensing machines in a satisfactory manner. Any defects or malfunctions of a water dispensing machine shall be repaired within 48 hours after the Contractor is notified that repairs are required. If repairs cannot be completed within 48 hours a new machine the Contractor will immediately replace the machine with an operational machine.

The Contractor shall sanitize the water dispenser machines internally and externally, check switches and electrical cords and ensure all equipment is functioning properly every (6) six months. The contractor will provide a written report every 6 months verifying that at each location, the machines have been sanitized and cleaned. **Additional maintenance shall be performed when requested by the Facilities Manager at no cost to the District.**

8. SHIPPING CHARGES

All prices shall include freight FOB to the designated delivery point. The District will reject requests for additional compensation for freight charges unless it has requested expedited delivery.

Bidder's price must include all transportation and freight costs to the point(s) of delivery.

9. USAGE REPORTS

The Contractor shall provide to the District Facilities Manager, a monthly report that shall contain a summary of all quantities delivered at each drop point, at each location.

10. CONSUMPTION REPORT

At the end of the contract year, the contractor is required to provide to the District a report showing the total number of five (5) gallon bottles of water delivered to the District, specifying the quantities delivered to each specific location. This report shall be submitted to the District Facilities Manager, no later than 15 days after the end of each service year.

BOTTLED WATER SERVICES

SCOPE OF WORK/SERVICES

11. INVOICES

Invoices shall be submitted monthly to the address listed in the contract. Invoices shall include the company name, address, phone number, invoice date, invoice number, remit to address, the District's contract number and/or purchase order number, service dates, itemized description with quantities, unit price, and extended costs based on the contract. No payment will be made for work in progress on the prescheduled delivery dates. The District will monitor invoices to verify that the cost is accurate for the equipment and bottled water installed at its locations. In addition, each site shall be assigned a separate account number for billing purposes.

Invoices shall reflect the correct pricing of all items delivered at each location.

12. PAYMENT TERMS

Payment to the Contractor will be made Net 30 days after receipt of approved invoices. Payment within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work.

13. ADD ONS

This contract is only for 5-gallon water bottles and associated hot/cold dispensers. **No additional items, such as cups, filters, other size water bottles, or other equipment are covered under this contract.**

14. POINT OF CONTACT

The Contractor shall assign at least one (1) representative to address purchase, deliveries and/or other customer service matters, upon contract award.

**BOTTLED WATER SERVICES****Attachment No. 1: BID FORM**

The District seeks to lease seventy (70) Hot and Cold Water Dispensers and have five (5) gallon bottled water delivered on a bi-weekly basis to the specified locations.

3-YEAR BASE PERIOD COSTS (FEBRUARY 1, 2020 THROUGH JANUARY 31, 2023)

ITEM NO.	DESCRIPTION OF ITEMS/SERVICES	ESTIMATED QUANTITIES	UNIT	COST PER UNIT	EXTENDED BID AMOUNT
1.	Lease Hot & Cold Water Dispensers (70 dispensers x Cost Per Unit X 36 months. = Three Years)	70	EACH	\$ _____	\$ _____
2.	Five Gallon Bottle Water (8400 Bottles Per year x Cost Per Unit = Three Years)	8400	BOTTLE	\$ _____	\$ _____
3-YEAR BASE PERIOD TOTAL					\$ _____

Notes: The bid prices listed herein shall be inclusive of all cost associated with providing Bottled water services, including any anticipated fuel cost. Fuel surcharges **will not** be allowed during the term of the resulting contract.

OPTION 1 (YEAR 4) PERIOD COSTS (FEBRUARY 1, 2023 THROUGH JANUARY 31, 2024)

ITEM NO.	DESCRIPTION OF ITEMS/SERVICES	ESTIMATED QUANTITIES	UNIT	COST PER UNIT	EXTENDED BID AMOUNT
1.	Lease Hot & Cold Water Dispensers (70 dispensers x Cost Per Unit X 12 mo. = One Year)	70	EACH	\$ _____	\$ _____
2.	Five Gallon Bottle Water (8400 Bottles Per year x Cost Per Unit = One Year)	8400	BOTTLE	\$ _____	\$ _____
OPTION 1 TOTAL					\$ _____

Notes: The bid prices listed herein shall be inclusive of all cost associated with providing Bottled water services, including any anticipated fuel cost. Fuel surcharges **will not** be allowed during the term of the resulting contract.

OPTION 2 (YEAR 5) PERIOD COSTS (FEBRUARY 1, 2024 THROUGH JANUARY 31, 2025)

ITEM NO.	DESCRIPTION OF ITEMS/SERVICES	ESTIMATED QUANTITIES	UNIT	COST PER UNIT	EXTENDED BID AMOUNT
1.	Lease Hot & Cold Water Dispensers (70 dispensers x Cost Per Unit X 12 mo. = One Year)	70	EACH	\$ _____	\$ _____
2.	Five Gallon Bottle Water (8400 Bottles Per year x Cost Per Unit = One Year)	8400	BOTTLE	\$ _____	\$ _____
OPTION 2 TOTAL					\$ _____

Notes: The bid prices listed herein shall be inclusive of all cost associated with providing Bottled water services, including any anticipated fuel cost. Fuel surcharges **will not** be allowed during the term of the resulting contract.

BOTTLED WATER SERVICES

Attachment No. 2: PRIME CONTRACTOR & SUBCONTRACTOR/SUPPLIER REPORT

Complete All Sections of Form and Return with Bid

The Bidder is **required** to complete the following information in accordance with the provisions of Public Contract Code Sections 4100 to 4113, inclusive. This form shall include prime contractor, all suppliers, and all subcontractors that will perform work, provide labor, or render services in connection with the project in an amount in excess of **one-half of one percent (0.5%)** of the total amount of Bidder's Grand Total Bid Price. AC Transit reserves the right to request additional documentation to validate any and all information provided on this form. **COMPLETE ALL FIELDS OR INDICATE N/A. DO NOT LEAVE BLANKS.**

Prime/Subcontractor/Supplier Name/Address/Contact Information	Type of Work or Materials	Value of Work & Materials (complete both below items)	DBE/SBE UTILIZATION AC Transit reserves the right to request further documentation to validate provided information on meeting the DBE/SBE requirements for this procurement.	Annual Gross Receipts List annual gross receipts for last three years (i.e. 2018, 2017, 2016)
Prime Contractor: Address: Contact Person: Phone: Email: How Many Years In Business: DIR Registration #: License No (if applicable):		Percentage (%) Dollar Value (\$)	Is Prime Contractor: DBE <input type="checkbox"/> SBE <input type="checkbox"/> Not Applicable <input type="checkbox"/> If DBE or SBE, include the following: Certifying Agency: _____ Certification No.: _____ Certification Date: _____ Expiration Date: _____	
Subcontractor/Supplier: Address: Contact Person: Phone: Email: How Many Years In Business: DIR Registration #: License No (if applicable):		Percentage (%) Dollar Value (\$)	Is Subcontractor or Supplier: DBE <input type="checkbox"/> SBE <input type="checkbox"/> Not Applicable <input type="checkbox"/> If DBE or SBE, include the following: Certifying Agency: _____ Certification No.: _____ Certification Date: _____ Expiration Date: _____	
Subcontractor/Supplier: Address: Contact Person: Phone: Email: How Many Years In Business: DIR Registration #: License No (if applicable):		Percentage (%) Dollar Value (\$)	Is Subcontractor or Supplier: DBE <input type="checkbox"/> SBE <input type="checkbox"/> Not Applicable <input type="checkbox"/> If DBE or SBE, include the following: Certifying Agency: _____ Certification No.: _____ Certification Date: _____ Expiration Date: _____	

(DO NOT LIST ALTERNATIVE SUBCONTRACTORS FOR THE SAME WORK. ATTACH ADDITIONAL SHEETS AS NECESSARY.)

BOTTLED WATER SERVICES**SAMPLE CONTRACT**

THIS CONTRACT is made and entered into this _____ day of _____ 2020, by and between the **ALAMEDA-CONTRA COSTA TRANSIT DISTRICT**, a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., having its principal place of business at 1600 Franklin Street, Oakland, California 94612 (hereinafter "AC Transit" or the "District") and _____ having its principal place of business at _____ (hereinafter "Contractor").

THE PARTIES AGREE AS FOLLOWS:**1. SCOPE OF WORK/SERVICES**

Contractor shall furnish the District the services in full accordance with Invitation For Bid No. 2020-1494 prepared and issued by the District entitled **BOTTLED WATER SERVICES** dated **JANUARY 7, 2019**.

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of the Contract by reference:

- A. This Contract
- B. Invitation for Bid No. 2020-1494 and any Addenda thereto
- C. Contractor's submitted Bid
- D. Contractor's submitted Bid Form

3. PERIOD OF PERFORMANCE

Services under this contract shall commence upon execution of the Contract by both parties and continue for a three (3) year base period beginning on February 1, 2020 through January 31, 2023, unless extended by the parties. The Contractor shall not be held liable for delays resulting from problems of scheduling on the part of the District.

4. OPTION TO EXTEND THE CONTRACT (PRICED)

At the sole discretion of the District, the Contract may be extended unilaterally by the exercise of two (2) one (1) year priced options. If exercised, the District shall notify the Contractor in writing of its intent to exercise each priced option at least thirty (30) days prior to the exercise of said options. The options shall be exercised in accordance with the prices proposed in the original submitted bid.

BOTTLED WATER SERVICES**SAMPLE CONTRACT****5. CONTRACT PRICE**

The District agrees to pay the Contractor in accordance with their submitted bid form attached hereto. The cost for the bottle dispenser and the five (5) gallon bottle water for the three (3) year base period of the contract term shall remain firm. The Contract is estimated at a not-to-exceed (NTE) contract budgeted amount of \$_____ per year, for a total estimated contract value of \$_____ for the three (3) year base period, for work/services performed in accordance with this Contract. The contract price stated herein is the District's approximate cost for Bottled Water Services. The District does not guarantee the quantity/volume of Bottle Dispensers (hot/cold) and Five (5) Gallon Bottle Water during the term of the Contract. These rates/unit price shall include all costs for all parts, labor, installation, equipment costs, and any costs associated with supplies, replacement parts and full service maintenance, and any other miscellaneous costs reflected in the bid.

The Contractor shall submit invoices, at the end of each month in which services have been provided. Invoices shall describe in detail the services rendered by Contractor during the previous month and shall specify the total number of five (5) gallon bottles of water delivered to each specific location and each specific location leasing a water dispensers. Unit prices shall be in accordance with the Contractor's Bid, as accepted by the District. The District will endeavor to pay properly submitted, undisputed invoices net thirty (30) calendar days from date of receipt of an undisputed invoice. The District shall notify Contractor within ten (10) calendar days of receiving the invoice if the submitted invoice is in dispute.

Invoices should be submitted to AC Transit Accounts Payable, P.O. Box 28507, Oakland, CA. 94604. Payment to the Contractor will be made net thirty (30) days after receipt of approved invoices. **Please reference the Contract Number and the Purchase Order Number on all invoices. Failure to do so could delay payment.**

Disputed Charges. If the District in good faith believes there is a dispute concerning the accuracy or applicability of any charge or other invoiced amount, it will notify Contractor of the nature of such dispute not later than ten (10) calendar days after receipt of invoice and will provide reasonable support for such dispute together with such notice of disputed charges. In such event, the District may withhold such disputed charges or other invoiced amounts from payment of that or subsequent invoices. Failure by the District to identify a disputed charge or other invoiced amount prior to payment of such charge or amount will not limit or waive any of its rights or remedies with respect thereto, including its right to withhold such disputed charges or amounts from payments on subsequent invoices. Contractor shall use diligent efforts to provide any supporting documentation required by the District to resolve any such disputes.

BOTTLED WATER SERVICES**SAMPLE CONTRACT****6. NOTICES**

Any notices, which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract.

DISTRICT:

Alameda-Contra Costa Transit District
Procurement and Materials Director
1600 Franklin Street, 6th Floor
Oakland, California 94612

CONTRACTOR:**7. ATTORNEY'S FEES**

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

8. SEVERABILITY

If any provision of the Contract is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

9. BINDING EFFECT

All of the terms, provisions and conditions of the Contract hereunder, shall be binding upon and inure the parties hereto and their respective successors, assigns and legal representatives.

10. CONFLICT OF INTEREST

By signing this Contract, the Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by the Contractor, and that the Contractor receives no commissions or other payments from parties other than the District as a result of work performed hereunder.

BOTTLED WATER SERVICES**SAMPLE CONTRACT**

Failure to comply with this provision serves as a basis for termination for default and the collection of any damages.

11. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or any right, title, or interest in or to the same or any part thereof without prior consent of the District.

12. GOVERNING LAW

All matters arising under the contract shall be governed by California law.

13. VENUE

In the event of a dispute or breach of contract, venue shall be in Alameda County, California.

14. ENTIRE AGREEMENT

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.



BOTTLED WATER SERVICES

SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

**ALAMEDA-CONTRA COSTA
TRANSIT DISTRICT:**

CONTRACTOR:

Michael Hursh Date
General Manager

Signature Date

Name Please Print

APPROVED AS TO FORM AND CONTENT:

Title

Denise Standridge Date
General Counsel