STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: **1-07-41-02**

DESCRIPTION: **WATER COOLERS, ELECTRIC**

CONTRACTOR: **WATER-RITE PRODUCTS**

EFFECTIVE DATES: **1/25/2007** THROUGH **1/24/2010**

SUPERSEDES CONTRACT NO.: **1-03-41-02**

AREA: **STATEWIDE**

DISTRIBUTION: **C-41-02**

* TAX: Add appropriate sales and use tax.
Exempt from Federal Excise Tax.

*Food contracts are tax exempt.

Bruce Fong
For RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,
or call: Contract Administrator, BRUCE FONG 916-375-4468

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SUPPLIER ID:	191807	
NAME:	WATER-RITE PRODUCTS	
ADDRESS:	4807 RIO LINDA BLVD SACRAMENTO, CA 95838	
CONTACT:	916-925-3629	MIKE OR NAOMI NOLAN
FAX NUMBER:	916-925-4035	
TERMS OF PAYMENT:	Net	
FOB:	Destination	
MINIMUM ORDER:	1 WATER COOLER	

SCOPE:

This contract covers the estimated (3) year requirements of the State of California and participating local agencies for ELECTRIC WATER COOLERS, per attached Bid Specification No. 4110-06BS-001, dated 10/30/2006. This is a "Mandatory" contract. A mandatory contract means that State of California agencies must use this contract. Public Contract Code (PCC) 10290 gives the Department of General Services (DGS) the authority to purchase goods and services.

A local agency is any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds (California Public Contract Code Section 10298).

SPECIFICATIONS:

All products must comply with the applicable sections of the attached State of California Specification 4110-06BS-001, dated 10/30/2006. Products not meeting all specified requirements will be deemed non-compliant to specifications and will be returned at the contractor's expense. The contractor shall replace all rejected/ non-compliant product with fully compliant new stock, at no cost to the State, within 7 calendar days from notice of non-conformance.

ORDERING PROCEDURE:

State agencies will submit orders on a Standard Form 65 (STD 65) directly to the contractor. Orders shall indicate contract number, agency billing code, stock item number, description, unit price and extension on each order. Local agencies may submit a local agency purchase order directly to the contractor. A State issued bill code is required on all local agency purchase orders. For assistance with obtaining a State bill code, please e-mail Marilyn.Ebert@dgs.ca.gov and Wilson.Lee@dgs.ca.gov with the agency name and address along with a billing person contact and telephone number.

Orders will be submitted by US Mail or facsimile.

SUPPLIER'S LOCATIONS:

List below locations to which individual contract delegation orders should be sent.

Water Rite Products, Inc.
4807 Rio Linda Blvd.
Sacramento, CA 95838

Contact: Kim Pugh, Marc Schneider, or Mike Nolan
(916) 925-3629 - phone
(916) 925-4035 - fax

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ORDER ACKNOWLEDGEMENT/CONFIRMATION:

Within 48 hours, the contractor must confirm receipt of the STD 65 either via e-mail or facsimile, providing the user a receipt acknowledging the order. The acknowledgement must include total cost and delivery date information.

Contractor shall issue unique order numbers to the users of this contract.

DELIVERY:

Delivery shall be completed in full within 30 calendar days ARO after receipt of order by the contractor.

All deliveries shall be F.O.B. Destination.

SUPPLIER IS REQUESTED TO MAKE DELIVERIES IN LOS ANGELES COUNTY, ORANGE COUNTY, SAN BERNARDINO METROPOLITAN AREA, AND SAN DIEGO METROPOLITAN AREA DURING OFF-PEAK HOURS. OFF-PEAK HOURS ARE 10:00 AM TO 4:00 PM.

Note:

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedules as specified in the bid/contract. Failure to comply with the delivery requirements as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

SHIPPING/PACKAGING:

A packing slip will be included with each shipment, which will include at least the following information in no particular order.

A. Line Item Description
B. Quantity Ordered
C. Quantity Included in Shipment
D. Unit Price
E. Number of Parcels
F. Purchase Order Number
G. Agency Name and Department
H. Destination
I. All Information Contained in the Packing Label

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

A. Authorized Purchaser
B. Address
C. Department and Floor
D. Authorized Purchaser Telephone Number

All packaging is to conform to the applicable freight classifications, Surface Transportation Board and/or Postal regulations, and is to be of a quality to assure final delivery without damage to the contents.

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INVOICING REQUIREMENTS:

Ordering agencies may require separate invoicing, as specified by each ordering organization. The invoices must use the contractor's invoice that includes at a minimum their name, address, and telephone number. The contractor will also issue invoices identifying, at a minimum, the components listed below:

1. State's Contract Number
2. Agency Purchase Order Number
3. Agency Billing Code
4. Purchasing Agency - Delivery Address of the Order
5. Product(s) Description
6. Manufacturer's Product(s) Number(s)
7. Price(s) per Unit(s) and Extended Price
8. Quantities of Merchandise Issued
9. Date Ordered
10. Date Delivered
11. Prompt Payment Discounts/Cash Discounts, if applicable, shall be clearly indicated on each invoice as a written statement.
12. Totals For Each Order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency.
13. Any Other Mutually Agreed Upon Requirements the State May Later Deem Necessary.

Deviations/substitutions will not be permitted.

The State's obligation to make payment pursuant to the contract is subject to availability of appropriated funds. Receipt of a contract/delegation purchase order under this contract is proof of funds for that order.

ONLY CHARGES LISTED IN THIS CONTRACT SHALL BE APPROVED FOR PAYMENT. NO OTHER FEES CAN BE CHARGED AGAINST ORDERS PLACED UNDER THIS CONTRACT.

SALES TAX:

Sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area the product is to be delivered to.

CONTRACTOR RESPONSIBILITIES:

1. Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.

2. Contractor must commit to delivery as requested, at time stated on accepted orders, through the term of the contract.

3. Contractor shall provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM.

WARRANTY:

All water coolers shall have a minimum 5 year warranty on the hermetic unit, and a minimum 1 year warranty against defects in material, workmanship, and components.

PRICES:

Material Costs:

1. All prices quoted for shall be fixed as the maximum for a period of one (1) year from the effective date of the contract.

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2. The contractor may submit proposed escalation notice, in writing, to the Procurement Division not earlier than 330 days from the effective date of the contract. Such notice shall include substantiated information to support the proposed escalation (e.g., manufacturer's price list, significant changes in published market indicators for the industry, certified raw material cost data, and any other substantiating information as requested by the State).

3. Upon receipt of such notice, the State reserves the right to either:

   a. Accept the escalation as competitive with the general market price at that time, effective 30 days from written approval from the State; or

   b. Negotiate proposed price escalation. Note: The State will notify, in writing, the contractor of its desire to negotiate. The State will have ten (10) working days to complete negotiations; or

   c. Cancel any unpurchased balance of the contract without prejudice, effective upon written notice by the State.

   Note: If negotiations fail to produce an agreement, the State reserves the right to exercise Options 3.a or 3.c with an effective date no later than ten (10) working days after unsuccessful negotiation.

4. No price increase shall apply to quantities ordered from the contract prior to the effective date of the price increase.

5. Accepted escalation price increase shall be a maximum for a period of one (1) year from the effective date of the price increase.

CATALOG REQUIREMENT:

In order to meet the individual needs of the State, the contractor is required to provide upon request to any agency a commercially available catalog and price list for replacement/repair parts and accessories.

1. The catalog will be provided as a bound document. The catalog shall display for each item: Model or Stock Number, and a complete and accurate description of the item.

2. Contractor shall supply catalogs at no charge to the State and Local Government Agencies for ordering under this contract. The initial distibution of the catalog is anticipated to require up to 200 printed copies. Additional printed copies shall be provided upon request.

3. Contractor must notify the contract manager and supply printed copies of any supplements of the catalogs, and also provide additional printed copies upon request from the State.

4. Catalog updates are to be at no additional charge to the State. Upon publishing of new catalogs, contractor shall notify the contract manager and make copies available. Catalogs are not to be updated and republished any more than once per year.

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Established commercially available Catalog Price means the price included in a catalog, Manufacturer's Suggested Retail Price (MSRP) List, schedule or other form that:

1. Is regularly maintained by a manufacturer or contractor.
2. Is either published or otherwise available for inspection by and/or the general public.
3. States prices at which sales are currently or were last made to a significant number of any category of buyers, or buyers constituting the general buying public.

QUANTITIES:

Quantities shown for each line item in the solicitation are estimated for evaluation purposes only. Actual purchasing patterns may vary. The State will not be obligated to purchase contractor's excess inventory if actual purchases vary from the anticipated purchasing pattern. The State reserves the right to order more or less of any line item in this contract.

QUARTERLY DETAILED USAGE REPORTS:

Contractor shall submit a Quarterly Detailed Usage Report along with a copy of ALL purchase orders pertaining to this contract, to the contract manager. Quarterly reports are required within two weeks after the end of March, June, September and December of each calendar year.

Contractors must report the sales activity for all resellers listed in their contract.

Any report that does not follow the required format, or that excludes required information will be deemed incomplete and returned to the contractor.

The quarterly report must include the following information:

A. Calendar quarter number and year
B. Contract number
C. Contractor
D. Contractor contact information
E. Agency name
F. Purchase order number
G. Purchase order date
H. Agency billing code
I. Commodity number
J. Quantity
K. Contract price
L. Extension total
M. Agency contact
N. Agency address
O. Agency phone

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The total dollars for the quarter should be the sum of the total dollars per purchase order for all purchase orders. It is NOT the sum of monies invoiced or payment received.

Tax must NOT be included on the quarterly report, even if included on the purchase order.

The purchase order total value should only be reported once in the quarter identified by the purchase order date regardless of when the services were performed, products delivered, purchase orders invoiced, or payments received.

Within ten (10) working days of contract award, the contractor must submit a preliminary copy of their Monthly Detailed Usage Report, which shall contain all the elements that have been specified above. The State will review and determine acceptability of the report.

BIDDER NOTE:

Contractor shall comply with each of the reporting requirements as specified. If the contractor fails to meet delivery terms as specified for any one of the required reports, a discount will be added to the contract price. A discount of 1% will be added to all future orders for 30 days or until the delinquent report(s) are delivered, whichever is greater. At the end of the 30 days or at the time of delivery of the reports, the pricing will revert to the original contract price.

Reporting compliance penalty will commence three (3) months after contract award.

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	4110-782-5125-6	191807	EA	COOLER DRINKING WATER ELECTRIC WALL HUNG 8 GAL CAPACITY Cooler Drinking Water Electric Wall Hung, ADA Compliant, Minimum 8GPH Capacity - Meeting the requirements of Specification 4110-06BS-001 of two (2) pages. Brand: ACORN AQUA Model: A111108F	297.0000
2	4110-782-5126-8	191807	EA	COOLER DRINKING WATER ELECTRIC WALL HUNG 14 GAL CAPACITY Cooler Drinking Water Electric Wall Hung, Minimum 14 GPH Capacity - Meeting the requirements of Specification 4110-06BS-001 of two (2) pages. Brand: ACORN AQUA Model: A311114F	316.0000
3	4110-255-8760-1	191807	EA	COOLER DRINKING WATER ELECTRIC FLOOR MOUNTED 8 GAL CAPACITY Cooler Drinking Water Electric Floor Mounted, Minimum 8 GPH Capacity - Meeting the requirements of Specification 4110-06BS-001 of two (2) pages. Brand: ACORN AQUA Model: A611108F	312.0000

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
4	4110-255-8761-3	191807	EA	COOLER DRINKING WATER ELECTRIC FLOOR MOUNTED 14 GAL CAPACITY Cooler Drinking Water Electric Floor Mounted, Minimum 14 GPH Capacity - Meeting the requirements of Specification 4110-06BS-001 of two (2) pages. Brand: ACORN AQUA Model: A611114F	369.0000
5	4110-255-8762-5	191807	EA	COOLER DRINKING WATER ELECTRIC FLOOR MOUNTED 19 GAL CAPACITY Cooler Drinking Water Electric Floor Mounted, Minimum 19 GPH Capacity - Meeting the requirements of Specification 4110-06BS-001 of two (2) pages. Brand: ACORN AQUA Model: A611120F	378.0000

NOTE:

A factory installed metal bubbler, if desired, must be specified clearly on the Purchase Order. The cost is $15.00 per unit.

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
6	4110-255-9999-8	191807	VA	COOLER DRINKING WATER REPLACEMENT PART OPTIONAL ASSEMBLIES (CONTRACT USE ONLY)	VARIABLE

ACCESSORY SUPPLEMENTAL PRICING

The State may require replacement/repair parts or accessories to match the coolers noted above. The discount from manufacturer's list price, which may be deducted from such items is shown below. All purchases from the catalog indicated below are subject to the same terms and conditions as contract items listed above. Replacement/repair parts or accessories are a part of this contract. Replacement/repair parts or accessories added to the catalog by the manufacturer during the contract term may be added to the contract.

DISCOUNT 10%
CATALOG NUMBER L1001136
CATALOG DATE March 2007

FOR DATA ENTRY USE ONLY

7	4110-909-0001-8	191807	VA	REFAIR-DGS/PROCUREMENT USE ONLY	VARIABLE

STATE OF CALIFORNIA

Bid Specification

Water Cooler, Electric

1.0 SCOPE
This specification establishes requirements for Electric Water Cooler of various capacities and styles, as indicated in the Invitation for Bid (IFB). This specification includes life cycle costing, see below.

2.0 SPECIFICATIONS AND STANDARDS

2.1 Specifications and standards referenced in this document in effect on the opening of the IFB form a part of this specification where referenced.

2.2 Potable water system shall be lead free and comply with the California Safe Drinking Water Act and AB 1953 (Statutes of 2006, Chan).

2.3 All electrical and mechanical equipment furnished shall comply with the California Administrative Code: Title 8, Industrial Safety Orders, Title 20, Appliance Efficiency Regulations under Title 24, Energy Efficiency Standards/Regulations, and Title 17, Public Health. All electrical components shall be properly grounded.

2.4 Water coolers shall be National Sanitation Foundation (NSF) compliant.

3.0 REQUIREMENTS:

3.1 Electric Water Coolers shall have the rated capacity to deliver the number of gallons of drinking water at 50° F in a room temperature (ambient) of 90° F and a water inlet temperature of 80° F.

3.2 Water coolers shall utilize R-134A, CFC-free refrigerant, or equivalent refrigerant approved by the Environmental Protection Agency (EPA).

4.0 PACKAGING:

4.1 Packaging shall conform to best commercial practice to assure final product delivery without damage. Packaging shall have post-consumer recycled content as recommended by the US EPA's Comprehensive Procurement Guidelines for packaging: http://www.epa.gov/cpg/products/paperbrd.htm#recommended.

5.0 ENERGY/LIFE CYCLE COSTING
Bid award will be based on lowest compliant bid including energy usage and life cycle costing.

BIDDER SHALL SUBMIT THE FOLLOWING INFORMATION AND A COPY OF THE MANUFACTURER TECHNICAL DATA SHEET FOR EACH LINE ITEM listing electrical information pertaining to operational line voltage, amperage, gallons per hour (gph) and watt consumption (per ASHRAE 18-1987 test at ARI conditions, 90° F Ambient, 80° F Incoming Water, 50° F Outgoing Water).

1. DATA TO BE SUPPLIED BY THE BIDDER FOR EACH LINE ITEM

MAKE: _____ MODEL: _____

a. Capacity: _____ gallons per hour (GPH)

b. Total power dissipated during one hour ASHRAE 18-1987 ARI 1010 test _____ Watts

c. Lead free as defined by AB 1953: Yes _____, No _____

d. Percent post-consumer recycled content:
Unit: _____ percent Describe material type: _____
Packaging: _____ percent Describe material type: _____

ITEMS 2 THROUGH 4 BELOW WILL BE COMPUTED BY THE STATE

2. DATA SUPPLIED BY THE STATE

a. Standard usage per life = 20,000 hours/life.
(10 yr. life x 2000 hr. per year)
b. Standard water temperature drop (° F) = 30° F.
c. Standard electrical price = 0.00013 $/watt-hour.
d. Product of standards for constant = 90
[computed as follows: 2a x 2b x 2c]
e. State standards for Performance Efficiency (P.E.) and Energy Cost/Life:

Capacity GPH (nominal)	Power in Watt-Hours	P.E. *	Energy Cost/Life $ **
8 GPH	250	1.0416	750.00
14 GPH	350	0.8333	1,050.00
19 GPH	570	1.0000	1,710.00

* P.E. computed as per 3a using state standards
** Energy Cost/Life (GPH nominal) x (P.E.) x (2d constant)

3. METHOD TO CALCULATE PERFORMANCE EFFICIENCY (P.E.) AND ENERGY COST/LIFE FROM BIDDER SUPPLIED DATA FOR THE MODEL OFFERED:

a. Performance Efficiency (P.E.):
1/[1a X 2b/1b] = _____ P.E.
b. Energy Cost/Life ($):
3a X 2d X 1a = _____ Energy Cost/Life

4. METHOD FOR CALCULATING LIFE CYCLE BID PRICE PER UNIT.

a. Line item unit bid price = $ _____

b. Energy Cost/Life Adjustment from State Standard:
(3b $ _____) - (2e $ _____) = $ _____

c. Life Cycle Cost per Unit for Bid Award:
4a+ 4b = $ _____

Note: If model has higher P.E., 4b will be negative and will be deducted from 4a.