REQUEST FOR PROPOSALS

FOR

VENDING MACHINE SERVICES (RFP 16/17-02)

Date of Issuance: July 15, 2016

Pre-Proposal Meeting, if applicable: July 26, 2016 at 10:00 A.M.

Questions & Requests for Clarifications Due no later than: August 2, 2016 by 4:00 P.M.

Answers & Clarifications Provided no later than: August 5, 2016

Proposal Due Date: August 12, 2016 by 2:00 P.M.

Submit Proposals to:
Jillian Ragia, Buyer II
Procurement & Contracts Division
Alameda County Water District
43885 S. Grimmer Blvd.
Fremont, CA 94538
Tel.: (510) 668-4292

Please go to acwd.org to register in the District’s vendor database if you have not already done so. Future solicitation announcements will be sent via email to those vendors who have registered.
PROCUREMENT AND CONTRACTS DIVISION

REQUEST FOR PROPOSALS

PART I

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1. **INVITATION**

The Alameda County Water District (District) is committed to supporting the health of its staff by providing an environment that supports nutritious eating. The District invites qualified firms to submit proposals to install, maintain, operate and service food and beverage vending machines (Services), without cost to the District, for two (2) District facilities located in Fremont, California. This request does not include providing plain bottled water (carbonated/flavored water is acceptable).

There are approximately 200 employees at the District’s Headquarters and 30 employees at the Water Treatment Plant No. 2 who have access to the vending machines. There is currently one (1) snack and two (2) beverage machines located at District Headquarters and one (1) snack and one (1) beverage machines located at the Water Treatment Plant. The results of an Agency wide survey conducted in March 2016, based on fresh food, snack & beverage vending machine options, is provided in this RFP and referenced in Appendix E, ‘District Survey Results and Vending Machine Pictures’. The survey indicates that employees are interested in “cashless” vending machine options with credit card and debit card readers.

2. **PERIOD OF PERFORMANCE**

It is the intent of the District to award an Agreement to the highest ranked Proposer, in accordance with the evaluation criteria set forth herein. The base term of the Agreement shall be for a three (3) year period with two (2) one-year options to renew, at the District’s sole discretion.

3. **BACKGROUND**

The District is a California Special District located in the San Francisco Bay Area. The District supplies water to the cities of Fremont, Newark, and Union City in southern Alameda County. The first water district formed in California under the County Water District Act of 1913, the District today has a staff of approximately 230 employees and supplies drinking water to more than 330,000 people. The District covers approximately 100 square miles and provides water service through over 82,000 connections. With diverse water sources that include the State Water Project, water imported from the City and County of San Francisco Water Department, and local groundwater, the District has consistently been able to accomplish its mission of providing a reliable supply of high quality water at a reasonable price to its customers.

4. **DEFINITIONS**

Whenever the following words occur in this RFP, they shall have the following meanings:

A. DISTRICT or ACWD shall mean the Alameda County Water District.
B. CONTRACT ADMINISTRATOR shall mean the District’s Contract Administrator who will be identified after Solicitation award. Any reference to the Contract Administrator in the Agreement shall mean the Contract Administrator or designated representative. The Agreement will be performed under the direction, inspection and supervision of the Contract Administrator.

C. COMPETITIVE SEALED PROPOSALS is a transparent procurement method in which Proposals from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed Agreement. Award is typically made to the most qualified Proposer or Proposers whose Proposal(s) provides the best value to the District.

D. CONTRACTOR or CONSULTANT means any person having a Contract with the District.

E. REQUEST FOR PROPOSALS or RFP means all documents, whether attached or incorporated by reference, utilized for soliciting Proposals. Also referred to as “Solicitation.”

F. SERVICES shall mean the requested services, goods, supplies or equipment.

G. PROPOSER means a firm or individual who responds to this Request for Proposals.

5. SOLICITATION PROCESS AND PROPOSAL EVALUATION

A. Solicitation Timeline

The District intends to adhere to the following timeline which is subject to change at the discretion of the District:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>July 18, 2016</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>July 26, 2016 at 10:00 A.M.</td>
</tr>
<tr>
<td>Questions / Requests for Clarifications due</td>
<td>August 2, 2016 by 4:00 P.M.</td>
</tr>
<tr>
<td>District’s Responses to Questions</td>
<td>August 5, 2016</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>August 12, 2016 by 2:00 P.M.</td>
</tr>
<tr>
<td>Interviews (tentative)</td>
<td>week of August 22, 2016</td>
</tr>
<tr>
<td>Award Recommendation</td>
<td>on or before September 9, 2016</td>
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</tbody>
</table>
B. Proposer’s Qualifications and Experience

1) Company Minimum Qualifications, Experience and References

In order to be considered for award, each Proposer must provide evidence, in the form of references, of having experience in installing, operating, servicing and maintaining beverage or food dispensing equipment and products. Proposers shall have provided similar size services as those sought herein for a minimum of five (5) years.

In addition to the minimum requirements described above, Proposer shall provide information about its company so the District can evaluate the firm’s ability to provide the services set forth in response to this RFP. The District, at its discretion, may require a Proposer to provide additional information and/or clarify requested information.

Lastly, Proposers shall describe their experience in providing the specified services for similar operations and/or entities. Proposers shall provide references of three (3) recent clients for similar services. For each client submitted as reference, Proposers shall supply a brief description of the services provided, the timeframe services were provided and client contract information.

2) Management Team and Employees

The Proposer must have adequate personnel (such as service technician, route driver and account manager) on staff that can service this contract.

6. EXAMINATION OF RFP DOCUMENTS

A. The selected Proposer will be required to execute an Agreement for Services, refer to sample located in Appendix B, with the District, describing the Scope of Services to be performed, insurance requirements and other pertinent provisions.

B. Before submitting its Proposal, each Proposer must (a) examine the RFP documents thoroughly and (b) familiarize itself with any applicable Federal, State and local laws, ordinances, rules and regulations, and standards affecting provision of the Services.

7. PRE-PROPOSAL MEETING

Potential proposers are invited to attend a Pre-Proposal meeting at the District’s Headquarters (43885 South Grimmer Boulevard, Fremont, CA 94538) on July 26, 2016 at 10:00 A.M. Attendance is NOT mandatory, but strongly recommended. The meeting shall consist of site visits, a review of the solicitation process, requested services and required proposal submittals. Attendees will have a chance to view current vending machines at the District’s Headquarters and Water Treatment Plant No. 2.
8. **QUESTIONS AND REQUESTS FOR CLARIFICATIONS**

Prospective Proposers must carefully examine the Solicitation Documents, including terms and conditions of the Agreement. In the event of doubt of anything contained in the Solicitation, all questions or requests for clarification about the meaning or intent, discrepancies or omissions of the RFP documents may be submitted by **August 2, 2016 at 4:00 P.M**

Jillian Ragia, Buyer II  
Procurement & Contracts Division  
Alameda County Water District  
43885 South Grimmer Blvd.  
Fremont, CA 94538  
E-mail: jillian.ragia@acwd.com

Responses to questions and requests for clarification will be posted to the District’s website, [http://acwd.org/Bids.aspx?CatID=18](http://acwd.org/Bids.aspx?CatID=18) no later than **August 5, 2016**. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Any information given to a prospective Proposer by the District will be furnished to all prospective Proposers, if that information is necessary in submitting Proposals, or if the lack of such information would be prejudicial to other prospective Proposers.

9. **ACKNOWLEDGEMENT OF ADDENDUM / ADDENDA TO THE SOLICITATION**

Each Proposer shall acknowledge receipt of any addendum / addenda to this Solicitation. Proposers are required to submit the signature page of each addendum, if any, with their Proposal.

10. **BASIS OF AWARD**

Contract award, if any, shall be made to the highest ranked Proposer(s), as determined by the Technical Evaluation Team, based on the factors described below in Part I, Section 11.C “Evaluation Criteria”. The District reserves the right to award the item(s) listed on this solicitation "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the District.

11. **EVALUATION OF PROPOSALS**

Proposals will be screened to ensure responsiveness to the requirements of the RFP.
The District may reject any proposal as non-responsive that does not provide evidence of the required minimum experience and qualifications or include the documents requested herein and referenced in Part III, Section 3, “Submittal Requirements”. The District reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

A. Technical Evaluation Team

A Technical Evaluation Team (TET), which is composed of District staff, or other qualified persons, will review and screen the proposals submitted according to the weighted criteria and process indicated below. While price is one basic determinant for award, it is not the sole consideration. Additional general factors that will be considered are the proposing firm’s understanding of the District’s requirements as specified in this RFP, and the qualifications, experience, and organization of the firm and its personnel. The TET’s composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process.

B. Interviews and Presentations

1) Following the initial review and evaluation of proposals, some Proposers may be invited to participate in the next step of the proposal selection process. This may include the submission of additional information, as described below, and/or participation in an oral interview. If the District conducts interviews, they will do so only with those Proposers initially found to be within the “competitive range”. Interviews, if held, are tentatively scheduled for the week of August 22, 2016 and will be held at the District’s Headquarters, located at 43885 South Grimmer Blvd., Fremont, CA 94538. This date is subject to change.

2) The District reserves the right to further reduce the “competitive range” at any time during this step of the evaluation and selection process and the District may hold simultaneous discussions with those Proposers that remain in the “competitive range.” Proposers who are no longer in the “competitive range” will be notified as soon as it is practicable and will thereafter not continue in the selection and evaluation process.
C. Evaluation Criteria

The maximum possible total combined score for a proposal is 100 points.

1) Pricing 0-40 points

This portion of the proposal will be evaluated based on:

a) Reasonableness of the product pricing compared to current provider and local market rate.
b) Payment options (credit card and cash).
c) Refund process.

2) Approach to Scope of Services 0-40 points

The Proposer’s overall methodology for successfully providing the Services will be assessed for its feasibility, responsiveness to the Scope of Services, effectiveness and thoroughness. Proposals will be evaluated on, but not limited to:

i. Transition, installation, and timeframe plan.
ii. Suitability, nutrition and variety of products offered that meet the needs of the District.
iii. Ability to provide high quality products, services and equipment.
iv. Proposed schedule for refreshing and restocking products.
v. Age of machines, type, size, energy efficiency, power requirements & maintenance, if any.
vi. Service response time and escalation matrix.

3) Company Qualifications and Experience 0-20 points

The capabilities of each Proposer will be assessed on:

b) Firm’s qualifications and experience in successfully providing the specified services for similar operations and/or entities.
c) Hiring, screening, training and background checks.
d) Uniforms, fleet and the use of company logo on fleet vehicles.
e) Key Personnel qualifications and experience in providing the specified services.
f) References of three (3) current clients with a successful history of providing similar services. For each reference submitted, the Proposer shall provide a brief description of the services provided.

D. District’s Rights

1) The District reserves the right to cancel this Solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed. This RFP does not commit the District to award an Agreement, to pay any costs incurred by
Proposers in the preparation of their proposals submitted in response to this RFP, or to procure or contract for services.

The District reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to the District’s interest at its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. The District further reserves the right to reject all proposals and seek new proposals when the District considers such a procedure to be in its best interest. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations issued by the District.

2) The District reserves the right to hold discussions and/or negotiations with any individual or qualified firm, to interview or not, to request additional information or revised proposals or to request best and final offers (BAFO) if it is in the best interest of the District to do so. However, the District may make an award without conducting any interviews or negotiations; therefore, Proposers are encouraged to submit their best proposal at the outset.

12. SUBMISSION OF PROPOSALS

The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. If the Proposal is submitted by mail, the sealed envelope, containing the Proposal, shall be addressed to: Jillian Ragia, Buyer II, Alameda County Water District, Procurement & Contracts Division, 43885 South Grimmer Blvd., Fremont, CA 94538. The envelope shall state “PROPOSAL ENCLOSED” and include the Proposer’s name and address, RFP Number, Solicitation Title on the envelope. Mailed Proposals and Proposals delivered by commercial carriers or messenger services shall be received to District’s Procurement & Contracts Division where upon delivery each Proposal shall be stamped with the time and date received; but shall not be opened. The only acceptable evidence to establish the time of receipt is the time/date stamp on the envelope or other documentary evidence of receipt maintained by the Procurement & Contracts Division. Any Proposal received after the deadline for receipt will not be considered for award and will be returned to the Proposer unopened. However, an exception may be made when a late Proposal would have been timely but for the action or inaction of District personnel.

13. PERIOD FOR ACCEPTANCE OF PROPOSALS

A. In order to allow for adequate evaluation, the District requires a response to this Solicitation to be valid and irrevocable for 120 calendar days after submittal date and time.
B. No Proposer may withdraw a Proposal within 120 days after the Proposal Due Date. Mistake on the part of the Proposer in preparing the Proposal confers no right for the withdrawal of the Proposal after it has been opened. Should there be valid reasons why the Agreement cannot be awarded within the specific period; the time may be extended by mutual agreement between the District and the Proposer.

14. MODIFICATION, WITHDRAWAL, MISTAKES, AND MINOR INFORMALITIES

A. Modification or Withdrawal

Proposals may be modified or withdrawn prior to the established due date via email or mail request. Please refer to Section 8, “Questions and Requests for Clarifications” for contact information.

B. Mistakes in Proposals (Discovered Before Due Date)

A Proposer may correct mistakes in a Proposal prior to the time and date set for due date by submitting a replacement Proposal clearly indicating it supersedes the original submittal.

15. EX-PARTE COMMUNICATIONS

Proposers and Proposers’ representatives may not communicate with the District’s Board members except in writing and if the communication is made public. Proposers and Proposers’ representatives must communicate in the manner set forth in this RFP. There shall be no communication with any officer, director, employee, or agent of the District, except as may be reasonably necessary to carry out the procedures specified in this RFP. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

16. CONFIDENTIALITY

A. All responses to this RFP become property of the District and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the District and any Proposer regarding the procurement, shall be available to the public.

B. If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer’s competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential.
By submitting a proposal with portions marked “confidential,” a Proposer represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A Proposer may not designate its entire Proposal as confidential nor may a Proposer designate its Cost Proposal as confidential. The District will not honor such designations and will disclose submittals so designated to the public.

C. If Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer’s request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys’ fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the District or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer information.

D. If Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.
PROCUREMENT & CONTRACTS DIVISION

REQUEST FOR PROPOSALS

PART II

SCOPE OF SERVICES / SPECIFICATIONS
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<th>Page</th>
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</tbody>
</table>
1. **PURPOSE**

The Alameda County Water District (District) is seeking interested parties, who would assume the responsibility, without cost to the District, of installing, maintaining, operating and servicing food and beverage vending machines at each of the specified District locations as listed in Section 2, Item A, “Service Locations”. The District is currently creating a wellness program and will require the Contractor to work collaboratively with the District to support workplace wellness goals.

2. **SCOPE OF SERVICES**

The District is seeking to provide employees with nutritious food, snack & beverage choices. Describe what vending machine options are available to best meet the vending needs of each area. If, in your professional opinion, your firm can enhance efficiencies, please propose additional products, services, or programs available and the projected benefits they would afford the District. **Fresh, frozen and refrigerated foods are acceptable. Bottled, still plain water is not requested in this solicitation.**

**A. Service Locations**

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Location, Address, Contact</th>
<th>1</th>
<th>2</th>
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<tbody>
<tr>
<td></td>
<td>Main Headquarters (HQ)</td>
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<td></td>
<td>43885 S. Grimmer Blvd.</td>
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<td></td>
<td>Fremont, CA 94538</td>
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<tr>
<td></td>
<td>Mike Casey,</td>
<td></td>
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<tr>
<td></td>
<td>General Facilities Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone: (510) 668-6550</td>
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<tr>
<td></td>
<td>E-mail: <a href="mailto:Mike.Casey@acwd.com">Mike.Casey@acwd.com</a></td>
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<td></td>
<td>Water Treatment Plant #2 (TP2)</td>
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<td></td>
<td>42436 Mission Blvd.</td>
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<td>Fremont, CA 94539</td>
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<tr>
<td></td>
<td>David Albrecht,</td>
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<tr>
<td></td>
<td>Facilities Maintenance Supervisor</td>
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<td></td>
<td>Phone: (510) 668-6633</td>
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<td></td>
<td>E-mail: <a href="mailto:David.Albrecht@acwd.com">David.Albrecht@acwd.com</a></td>
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**B. Products and Stocking**

1) Products offered shall include a variety of beverages, snack food items and or individual entrée items such as low sugar, low calorie or no trans fats products. See Appendix E, ‘District Survey Results and Vending Machine Pictures’ for information that may offer a sense of what types of products could be placed in the District’s vending machines. Data provided is a result of a District employee survey performed in March 2016.

2) Contractor shall ensure that no out of date products remain in machines. Expiration dates should be on each of the products offered for sale in the vending machine and should clearly show the month and the year of expiration. Contractor is responsible for the disposal of expired products.
3) All sales tax and other taxes to be paid are the responsibility of the awarded Contractor.

4) Contractor shall regularly stock and maintain, no less than every ten (10) business days, machines with food and beverages, prepared and dispensed in accordance with all sanitation and health standards. The District shall be placed on a scheduled route.

5) All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit.

6) The District reserves the right to request additional products that meet nutritional guidelines created by the District during the term of this contract.

7) Contractor shall provide nutrition facts/ nutrition labels to the Contract Administrator prior to stocking new products.

8) The District is requesting high quality products that are not damaged, out of date or recalled. In the event the product is recalled, notify the Contract Administrator immediately. Products cannot be listed on the United States Department of Agriculture, ‘Current Recalls and Alerts’ (http://www.fsis.usda.gov/wps/portal/fsis/topics/recalls-and-public-health-alerts/current-recalls-and-alerts) or U.S. Food and Drug Administration, ‘Recalls, Market Withdrawals, & Safety Alerts’ (http://www.fda.gov/Safety/Recalls/default.htm) websites. Recalled products must be pulled from machines within two (2) business days.

C. Equipment, Placement & Installation

1) Contractor is encouraged to provide equipment that is modern and of the latest machine technology, have bill-changing capabilities, credit card readers, be electrically efficient, quiet, have unit sales counting capabilities and be aesthetically acceptable to the District. All selection buttons shall clearly display the product, package size and price for each item.

2) Vending equipment supplied will be the type approved or recognized by the National Sanitation Foundation, the National Automatic Merchandising Association or a recognized State or local health department or testing laboratory. Such equipment shall be inspected and approved by the District at time of installation.

3) Contractor is encouraged to provide energy efficient equipment that have electronic timers or occupancy sensors and controller that allow each specific location to set the time of operation which will shut off lighting in the machine and cycles the compressor to maintain product temperature.
4) Contractor shall furnish, install, maintain, service, repair and/or replace the vending machines at no charge to the District, unless otherwise agreed upon by the District.

5) Machines should be installed so as not to be obtrusive, cause any seepage or debris build-up underneath. Vending machines shall not obstruct the flow of foot traffic or interfere with emergency exits or access areas. Vending machines must be securely fastened to the wall, floor or other structure, or otherwise secured in such a way as to prevent them from being rocked, bounced or tipped.

6) The District reserves the right to require machines be relocated to a different space within the same facility.

7) Machines will be the property of the Contractor which shall be responsible for maintenance, service, repair, and movement of machines. The Contractor will assume all responsibility for damages caused by neglect, vandalism or any other cause.

8) Machines shall be maintained and in proper working order at all times. The Contractor shall maintain the cleanliness of all vending machines. It is the responsibility of the Contractor to clean the inside and the outside of all vending machines during each service visit.

9) Upon expiration or termination of the contract, the Contractor must remove all machines within ten (10) business days of notification to the Contract Administrator.

10) All food vending machines must comply with all Federal, State, County and City Codes.

D. Facility Requirements

1) General Facility Requirements

   a) The District will furnish at its own expense all electricity, network connections and water lines used for the operation of the vending machines. In offering utility hookups and space, the District is not assuming liability for the Contractor’s equipment and/or its contents.

   b) The District will be responsible for making any improvements or modifications to the existing areas in order to accommodate the equipment.

   c) Modifications to building structure, electrical systems, plumbing, and any other part of the physical District building must be authorized, reviewed and approved by the District.
2) Plumbing

   a. For machines that require an external water source, connections must be made from a District potable water supply.

3) Electrical

   a) All machines vending perishable foods shall have a lock on the power cord plug to prevent accidental or intentional disconnection.

   b) Vending machines must be properly wired and grounded to prevent electrical shock and must comply with applicable federal, state, and local codes and standards.

E. Service and Repairs

1) At a minimum, service calls must be addressed within two (2) business days and repair or replacement of non-functional machines must be addressed within two (2) weeks of notification.

2) The names and telephone numbers of service personnel shall be provided with the proposal and affixed to each machine located in a visible place. The District reserves the right to terminate the contract if Contractor does not respond to service calls for inoperative machines, and machines are not maintained and kept in working order, and malfunctioning machines are not replaced or repaired in accordance with proposed response times as referenced in Appendix A, Form 5, ‘Service Response Time’.

3) Restocking, collection of monies and preventive maintenance on all machines shall be done between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (excluding District holidays), as detailed in Appendix C, District Holidays.

4) Contractor shall have a written refund policy including a timeline for refunds to be issued. Each vending machine shall have contact information for refund on damaged goods or when customers do not receive product for their money due to a malfunction of the machine.

F. Service Performance

The District and Contractor shall meet, on an annual basis or as-needed, to review sales and modify product selection if necessary. A District representative shall immediately notify the Contractor of any service deficiencies including, but not limited to:

- Failure to respond to service calls in a timely manner (within two (2) business days)
- Machines are not maintained or kept in working order.
• Malfunctioning machines are not repaired or replaced within two (2) weeks.
• Expired food is not removed or products are not being rotated.

The Contractor’s escalation matrix shall be utilized for any identified deficiencies, refer to Item 4.C “Contractor Contact and Escalation Matrix”. If repeated deficiencies occur over a period of thirty (30) days, the District shall give a written cure notice to the Contractor stating the deficiencies. Unless deficiencies are corrected within thirty (30) days, after the date Contractor is notified by District of such deficiencies, the District reserves the right to terminate the contract immediately.

3. CONTRACT TERM

The base term of the Contract shall be for a period of three (3) years. The Contract may be extended for two (2) additional one-year option terms, or any portion thereof, at the sole option and discretion of the District.

4. CONTRACTOR RESPONSIBILITIES

A. Damages / Responsibility for Work

The Contractor shall be responsible for all damages to people and/or property arising out of the Contractors or the Contractor’s employees’ performance of this work. Any such damage must be reported immediately to the Contract Administrator. Please refer to Section 7, “Responsibility; Indemnification” of Appendix B, Sample Agreement.

B. Account Manager and Escalation Matrix

Contractor shall assign an Account Manager to the District’s account who is able to maintain open and timely communication with District staff at all times, who can be reached during normal business hours and who will be responsible for passing special instructions on to workers in the event of an employee or facility emergency.

The Account Manager will be solely responsible and accountable for the quality of work, providing supervision and addressing disciplinary issues that may arise in connection with its workers. The Account Manager must be directly reachable by telephone or email. An answering service or answering machine is not acceptable. The escalation matrix shall be used in the event the Account Manager is not available or is unable to resolve an issue to the District’s satisfaction. If changes are made, a revised matrix must be submitted to the District’s Contract Administrator with the most current contact information.
C. **On-Boarding / Kick-Off Meeting**

At least four (4) weeks prior to the service start date, a kick-off meeting will be held at Alameda County Water District Headquarters (HQ). The meeting topics may include, but are not limited to:

1) Contractor on-boarding/implementation plan
2) Placement of vending machines
3) Terms and conditions of contract
4) Access requirements to District facilities

5. **DISTRICT RESPONSIBILITIES**

The District shall be responsible for the following:

A. Providing access to District facilities during business hours.

B. District issuance of a photo identification card for site access.

C. Consumer outreach and education regarding items in vending machines.

D. Act as liaison between Contractor and District employees.

E. Exercise prudent care in the handling and operation of Contractor owned equipment.

F. Authorize the placement of vending machines where traffic patterns or other circumstances warrant their placement. Contractors may recommend new equipment in new locations.

G. Review the Contract’s type of equipment and approve locations of new machines prior to installation.

H. Providing refunds for products (non-issued or damaged), if mutually agreed upon with Contractor funds.

I. Providing microwave oven(s).

J. Promptly report malfunctioning equipment.
PROCUREMENT & CONTRACTS DIVISION

REQUEST FOR PROPOSALS

PART III

PROPOSAL CONTENT AND SUBMISSION
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1. **PROPOSAL CONTENT**

The intent of this RFP is to encourage responses that clearly communicate the Proposer’s understanding of the requirements of this RFP and the Agreement for Services and its implementation. Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP, unless otherwise indicated in the proposal.

In order to facilitate the Proposer’s preparation of its proposal and the District’s review of the same; proposals shall be limited to 20 pages, not including the Letter of Introduction, table of contents, products & pricing and other required forms. Proposals should be prepared on recycled content paper, where possible. Proposers are required, if able, to submit double-sided proposals. Proposals should provide the requested information in a concise, well-organized manner and should follow the format outlined below.

A. **Letter of Introduction**

   A signed Letter of Introduction, on company letterhead, introducing the firm and summarizing the firm’s qualifications. It should clearly state the firm’s understanding of the requirements under this RFP and highlight any unique qualifications.

B. **Table of Contents**

   Include a Table of Contents displaying the organization of the proposal being submitted.

C. **Proposer’s Qualifications and Experience**

   Provide evidence that the firm meets minimum requirements set forth in Part I, Section 5.B. The following information should be included in the proposal:

   1) **Company Minimum Qualifications, Experience and References**

      Describe the firm, its size and organization, the number and location of offices, and general operational structure, as well as its management and technical personnel. Identify services the firm has provided to other entities. Describe those aspects of the firm that pertain to the ability to provide superior service for the scope of services described under this RFP.

      Additionally, provide contact information for up to a maximum of three (3) client references for which the Proposer has provided similar services within the past three years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed, including names of contact persons, addresses, telephone numbers and email addresses. The references should be no longer than one (1) page each and will not count towards the 20 page limit.
2) Qualifications and Experience of Account Manager and Employees

Provide the names of individuals who would be directly engaged in the performance of the scope of services. Identify the Account Manager and outline the Proposer’s capacity to successfully perform the desired services. The Proposer’s individuals who will be assigned to perform services will be an important factor considered by the Evaluation Committee. There can be no change of Account Manager once the proposal is accepted for contract award without the prior approval of the District’s Contract Administrator. For each of these individuals, please submit:

a) The number of years of experience providing the desired services.

b) A summary of their experience providing similar services.

c) Provide a resume for the proposed Account Manager.

d) Describe the hiring, screening, training and background check processes.

D. Approach to Scope of Services

The proposal should set forth a comprehensive description of the approach to providing the Services required in Part II, Section 2 “Scope of Services” and should clearly demonstrate an understanding of the District’s requirements. Proposals shall include full descriptions and complete information for products, service, equipment or programs available to the District and the projected benefits.

Assuming your firm is selected, provide a detailed transition plan, personnel to be assigned and estimated completion date for each task/activity should be addressed. The start date for these tasks can be assumed to be on or before October 1, 2016. This date is subject to change.

E. Exceptions to RFP Documents

Submit all the required forms provided in this solicitation, as set forth in Appendix A “Forms.”
2. PROPOSAL SUBMITTAL

A. Submission of Proposals

Proposals shall be submitted in a sealed envelope or package, clearly identified with “RFP-16/17-02 – Vending Machine Services” and addressed to:

Jillian Ragia, Buyer II
Procurement & Contracts Division
Alameda County Water District
43885 South Grimmer Boulevard
Fremont, CA 94538

Proposals must be received in the Procurement & Contracts Division before August 12, 2016 by 2:00 p.m. Proposals received after this time will not be considered and will be returned unopened.

1) Hard Copies

Proposers must submit one (1) original and three (3) hard copies of their proposal.

2) Electronic Media

Proposers shall also submit one (1) USB Flash Drive or one (1) CD-ROM in Microsoft Word and PDF format.

B. Cost of Proposal Development

This solicitation does not commit the District to enter into an Agreement, nor to acquire or contract for any services, nor to pay any costs which the Proposer incurred in the preparation or presentation of a proposal.

C. Validity of Proposals

Submission of a proposal shall constitute a firm offer to the District for 120 calendar days from the proposal due date.

D. Withdrawal of Proposal

A Proposer may withdraw its proposal any time before the date and time of the proposal due date, without prejudice, by submitting a written request for its withdrawal to the District’s Procurement and Contracts Division. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

After the proposal due date, a proposal may be withdrawn only if the District fails to award an Agreement within the proposal validity period prescribed above in Section 2.C, “Validity of Proposals,” or any agreed-upon extension thereof.
3. **SUBMITTAL REQUIREMENTS (CONTRACTOR CHECKLIST)**

In order for firms to be considered responsive to the requirements of the District, as set forth in this RFP, the following minimum submittals are to be included with its response:

- Proposal including Table of Contents and Letter of Introduction
- Approach to the Scope of Services
  - Transition plan for equipment installation
  - Product nutrition facts / labels
  - Approach for Refreshing and Restocking (frequency of service visits)
  - Issuance of Refunds
  - Equipment Proposed (include brochures, pictures & dimensions)
  - Power Requirements for Equipment or Modifications Needed for Facility
  - Cashless Connection Capabilities for Equipment (hardwire or wireless)
  - Energy Efficiency Information for Equipment (timer or occupancy sensor)
  - Facility Requirements (plumbing, electrical)
  - Escalation Matrix
- Company Qualifications and Experience
  - Company Information
  - Management Team and Employee Qualifications and Experience
  - Hiring, screening, training and background checks
- Evidence of Insurance – Per Appendix B, Sample Agreement for Services, Section 8 “Insurance”
- Proposer Qualifications, Appendix A, Form 1
- Exceptions to Solicitation Documents, Appendix A, Form 2
- References Form, Appendix A, Form 4
- Service Response Time, Appendix A, Form 5
- Acknowledgement of Addenda, if applicable
- Product Pricing Sheet
PROCUREMENT & CONTRACTS DIVISION

REQUEST FOR PROPOSALS

APPENDIX A

FORMS
PROPOSER QUALIFICATION FORM

This Statement is to accompany the proposal submitted in response to Request for Proposals No. 16/17-02, Vending Machine Services.

I certify that the following information submitted is true and correct:

The company has been engaged in performing similar services to those under this Solicitation within the United States for a minimum of five (5) years.

1. NAME OF PROPOSER: ___________________________________

2. BUSINESS ADDRESS: ___________________________________

3. TELEPHONE NO.: ___________________________________

4. EMAIL: ___________________________________

5. OFFICIAL REP. & TITLE: ___________________________________

6. SIGNATURE: ___________________________________

7. DATE: ___________________________________
EXCEPTIONS TO SOLICITATION DOCUMENTS

Submittal of a proposal shall be deemed acceptance of all the requirements and terms set forth in this RFP and the sample Agreement, respectively, unless the Proposer includes with its proposal, in writing, any exceptions or modifications requested by the Proposer to this RFP or the sample Agreement. Please select one of the two options below.

☐ I, ____________________________, an authorized representative of ________________, have read, understand and confirm my acceptance of all the requirements of the District’s RFP and the terms of its sample Agreement without any exceptions.

☐ I, ____________________________, an authorized representative of ________________, have read the requirements of the District’s RFP and the terms of its sample Agreement and hereby stipulate the following exceptions:
REFERENCES FORM

If Proposer has not done business with the District within the previous five (5) years, please provide three (3) local customer (government or private industry) references for contracts of similar scope and size completed within the last three (3) years. These customers may be contacted by the District. Responses will be considered by the District during the proposal evaluation process.

1. Name: _________________________________________________________________
   Address: __________________________________________________________________
   City, State, Zip: __________________________________________________________________
   Telephone /Email: __________________________________________________________________
   Contact Person: ________________ Duration of Contract: ________________
   Number of vending machines installed: ________________ Type: ________________

2. Name: _________________________________________________________________
   Address: __________________________________________________________________
   City, State, Zip: __________________________________________________________________
   Telephone /Email: __________________________________________________________________
   Contact Person: ________________ Duration of Contract: ________________
   Number of vending machines installed: ________________ Type: ________________

3. Name: _________________________________________________________________
   Address: __________________________________________________________________
   City, State, Zip: __________________________________________________________________
   Telephone /Email: __________________________________________________________________
   Contact Person: ________________ Duration of Contract: ________________
   Number of vending machines installed: ________________ Type: ________________
SERVICE RESPONSE TIME

Please provide your maximum response time for service and repair requests as referenced in Part II, Section 2, Item E, ‘Service and Repairs’ (Page 6 of 8).

Contractor Phone Number to Provide Service and Repair is: _______ - _______ - _______

Response Time: (_______ Hours / Days)

On-Site for Repairs: (_______ Hours / Days)

Machine Replacement (if necessary): (_______ Hours / Days / Weeks)
AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between the ALAMEDA COUNTY WATER DISTRICT ("DISTRICT") located at 43885 South Grimmer Boulevard, Fremont, CA 94538 and XXXXXXX ("CONTRACTOR"), located at XXXXXXXXXXXXX ("PARTIES").

WHEREAS, the DISTRICT desires to obtain the provision of installing, maintaining, operating and servicing of food and beverage vending machines (Services) and issued a Request for Proposals 16/17-02 “Vending Machine Services”, a copy of which is attached and incorporated as Attachment 1.

WHEREAS, the CONTRACTOR is ready, willing and able to furnish such services and has submitted a proposal dated, ______________, a copy of which is attached and incorporated as Attachment 2.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide services to the DISTRICT in accordance with the terms and conditions of this Agreement. CONSULTANT represents that it will exercise the same degree of professional care, skill, efficiency, and judgment ordinarily used by consultants providing similar services. CONTRACTOR at all times will comply with all federal, state, and local laws, regulations and policies applicable to the services performed pursuant to this Agreement.

2. SCOPE OF SERVICES

The scope of the CONTRACTOR’s services is set forth in Attachment 1, as supplemented by Attachment 2. However, to the extent that Attachment 2 is inconsistent with Attachment 1, Attachment 1 will govern over Attachment 2.

3. TERM OF AGREEMENT

The base term of this Agreement will be for a three (3) year base term commencing upon the DISTRICT's issuance of a written Notice to Proceed (NTP). The DISTRICT reserves the right, at its sole discretion, to exercise up to two (2) additional one-year option(s) to extend the Agreement. If the DISTRICT determines to exercise the first and/or subsequent option terms, the DISTRICT will give the CONTRACTOR at least 60 days written notice of its determination.

It is further understood that the base term of the Agreement or any option terms granted thereto are subject to the DISTRICT's right to terminate the Agreement in accordance with Section 15 of this Agreement.

4. USE OF SUBCONTRACTORS

CONTRACTOR shall not subcontract any Services to be performed under this Agreement without the prior written approval of the DISTRICT. CONTRACTOR may subcontract with service firms engaged in drawing, reproduction, typing and printing without the prior written consent of the DISTRICT.
CONTRACTOR shall be solely responsible for reimbursing any subcontractor and the DISTRICT shall have no obligation to them.

5. **CHANGES**

The DISTRICT may, at any time, by written order, make changes within the scope of work and services described in this Agreement. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services, CONTRACTOR shall so advise the DISTRICT immediately upon notice of such condition or contingency.

The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the DISTRICT prior to the time that CONTRACTOR performs work or services. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

6. **RESPONSIBILITY; INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, keep and save harmless the DISTRICT, and its board members, officers, agents, and employees against any and all suits, claims, actions, damages, liabilities, costs, and expenses (collectively, “Liabilities”) for any personal injury (including death, bodily injury, emotional or mental distress, and loss of consortium), property damage, intellectual property infringement, or financial or economic loss that arises out of, pertains to, or relates to the negligence, recklessness, or the willful misconduct of the CONTRACTOR, its employees, subcontractors, or agents to the extent that such Liabilities arise out of the performance (or non-performance) of this Agreement. This duty to indemnify includes any proceedings, actions, damages, or penalties due to the violation of any governmental law or regulation, the compliance with which is the responsibility of the CONTRACTOR, its employees, subcontractors, or agents. CONTRACTOR further agrees to defend any and all such actions, suits, or claims, and pay all charges of attorneys and all other incurred costs and expenses relating to the investigation, defense, negotiation, or settlement of any action, suit, or claim, and to reimburse the DISTRICT for any and all legal and other costs and expenses incurred by the DISTRICT in connection with the defense of such actions, suits, or claims. If any judgment is rendered against the DISTRICT or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same to the extent that the judgment is based on the CONTRACTOR’s agreement to indemnify as set forth in this section. This indemnification obligation will survive the termination or expiration of this Agreement. CONTRACTOR shall require its subcontractors to similarly indemnify, defend, and keep and save harmless, the DISTRICT.
7. **INSURANCE**

The CONTRACTOR will be required to secure insurance as indicated below.

A. **Insurance Requirements:** The CONTRACTOR shall, at their expense, procure and maintain during the life of the Contract all the insurance on all of their operations in companies acceptable to the District, as required by this section, and shall submit **Certificates of Insurance** to the District. The notice to proceed shall not be issued, and the CONTRACTOR shall not commence work until such insurance has been approved by the District.

Acceptance of the Certificates shall not relieve the CONTRACTOR of any of the insurance requirements, nor decrease the liability of the CONTRACTOR. The District reserves the right to require the CONTRACTOR to provide **Insurance Policies** for review by the District in the event there is a dispute regarding the scope and coverage of insurance.

B. **Workers’ Compensation Insurance:** The CONTRACTOR shall take out and maintain during the life of the Contract, **Workers’ Compensation and Employers’ Liability Insurance** for all employees on the project. Employers’ liability insurance shall be provided in amounts not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 policy limit for bodily injury by disease, and $1,000,000 each employee for bodily injury by disease. In lieu of evidence of Workers’ Compensation Insurance, the District will accept a Self-Insuring Certificate from the State of California. The CONTRACTOR shall require any subcontractor to provide evidence of Workers’ Compensation and Employers’ Liability Insurance, all in strict compliance with California State Laws.

C. **General Liability Insurance:** The CONTRACTOR shall also secure and maintain during the life of the Contract such **General Liability Insurance** as shall protect the District, its directors, officers, employees, and agents from claim which may arise from operations under this Contract, whether such operations are by itself, by any subcontractor, or by anyone directly or indirectly employed by either of them. CONTRACTOR shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of District for bodily injury, property damage, and personal injury liability for the limits of liability indicated below and including, but not limited to, coverage for:

- premises and operations;
- products and completed operations;
- contractual liability insuring the obligations assumed by CONTRACTOR in this contract;
- broad form property damage (including completed operations);
- explosion, collapse and underground hazards;
bodily injury;
property damage;
arrest, false imprisonment, malicious prosecution, defamation of character, libel and slander alleged to have been caused by CONTRACTOR or employees of CONTRACTOR or subcontractors;
personal injury liability; and accidental spillage, cleanup and other related costs.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits where applicable, shall apply separately to CONTRACTOR’s work under this Contract.

This Liability Insurance shall be in an amount not less than $1,000,000 for each occurrence, $1,000,000 for each occurrence for work on public roadways.

Contractors performing construction work shall carry the required Commercial General Liability Insurance for ten (10) years following completion of CONTRACTOR’s work under this Contract and CONTRACTOR shall furnish Certificates of Insurance to District at the inception of each of these subsequent policies for ten (10) years as evidence of this required insurance.

Broad form property damage liability must be afforded. Permission is granted for deductible which shall not exceed $25,000 without approval of the District.

1) One of the following coverage forms is required:
   a. Comprehensive General Liability Commercial
   b. General Liability (Occurrence)

2) If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:
   a. $1,000,000 each occurrence
   b. $2,000,000 Aggregate

3) If CONTRACTOR carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:
   a. $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
   b. $1,000,000 for Personal Injury Liability
   c. $2,000,000 Aggregate for Products-Completed Operations
   d. $2,000,000 General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this Contract or if Defense Costs are included in the aggregate limits, then the required aggregate limits shall be $2,000,000.
4) With respect to whichever general liability policy form is furnished, District, its officers, directors, employees and agents shall be named as Additional Insured per Additional Insured Endorsement CG20 10 10 93 or equivalent. This Endorsement is to be attached to insurance certificates submitted to the District. The policy shall stipulate that the insurance afforded the Additional Insured shall apply as primary insurance and that any other insurance carried by District, its officers, directors, employees and agents will be excess only and will not contribute with Contractors insurance. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage MUST BE ELIMINATED from the basic policy and endorsements.

D. Automobile Liability Insurance: The CONTRACTOR shall take out and maintain during the life of the Contract, Automobile Liability Insurance (Bodily Injury and Property Damage Liability) including coverage for all owned, hired, rented, leased and non-owned automobiles. The limits of liability shall be not less than $1,000,000 Combined Single Limit for each accident and $1,000,000 for each occurrence for work on public roadways.

1) If a CONTRACTOR’s vehicle is used in the performance of work on District property or at a jobsite then with respect to the automobile liability policy that is furnished, District, its officers, directors, employees and agents shall be named as Additional Insured. The policy shall stipulate that the insurance afforded the Additional Insured shall apply as primary insurance and that any other insurance carried by District, its officers, directors, employees and agents will be excess only and will not contribute with this insurance. The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage MUST BE ELIMINATED from the basic policy and endorsements.

E. Certificates of Insurance: Certificates of Insurance shall be furnished by CONTRACTOR to District before any work is commenced hereunder by CONTRACTOR. The Certificate of Insurance shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to District. District is to be notified if insurance is cancelled for any reason. If CONTRACTOR does not comply with this Section, District may, at its option, provide insurance coverage to protect District and charge CONTRACTOR for the cost of that insurance. The required insurance shall be subject to the approval of the District, but any acceptance of insurance certificates by District shall not limit or relieve CONTRACTOR of the duties and responsibilities assumed by it under this Contract.
F. Waiver of Subrogation - The referenced policies and any Excess or Umbrella policies, where applicable, shall contain a waiver of subrogation in favor of the Alameda County Water District and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally.

G. Deductibles and Self-insured Retention:
Any deductibles or self-insured retention must be declared to ACWD.

H. District and CONTRACTOR waive all rights against each other and against all other contractors for loss or damage to the extent covered by Builder’s Risk or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be endorsed or obtain such consent.

I. The requirement for carrying insurance hereunder is cumulative and shall not be in derogation of other provisions of this Contract.

J. Insurance carrier must have a Best’s Rating of “A-VII” or better.

   IMPORTANT

   If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

   DISCLAIMER

   If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

8. COMPENSATION
CONTRACTOR shall obtain and provide, without cost to the DISTRICT, all labor, materials, equipment, transportation, facilities, services, permits, licenses and all other costs necessary to perform the Services.

9. CONTRACTOR’S STATUS
Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the DISTRICT. The CONTRACTOR is and shall be an independent contractor, and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.
10. **ASSIGNMENT**

CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of DISTRICT.

11. **DISTRICT WARRANTIES**

The DISTRICT makes no warranties, representations or agreements, either expressed or implied, beyond such as are explicitly stated in this Agreement.

12. **DISTRICT REPRESENTATIVES**

Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as the General Manager shall designate in writing from time to time, shall represent and act for the DISTRICT on the day to day activities under this Agreement. For strictly contractual matters relating to this Agreement, an authorized representative of the Procurement and Contracts Division, shall represent and act for the District.

13. **TERMINATION**

The DISTRICT shall have the right to terminate this Agreement at any time, for cause or convenience, by giving written notice to the CONTRACTOR. Upon receipt of notice of termination for convenience, the CONTRACTOR shall not commit itself to any further expenditure of time or resources. Upon receipt of notice of default, Contractor shall be afforded thirty (30) days to correct the identified deficiency(ies). If said deficiency(ies) are not corrected to the District’s satisfaction, the Contract will be terminated immediately.

14. **TRANSITION**

The Contractor shall fully cooperate and transition the performance of services required under this Agreement to other contractors under other agreements when applicable.

15. **MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS**

The CONTRACTOR shall permit the authorized representatives of the DISTRICT to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement, if requested.

16. **RELEASE OF INFORMATION**

CONTRACTOR shall not release any reports or other information prepared in connection with this Agreement without the approval of the General Manager.

17. **KEY PERSONNEL**

__________________ shall serve as the primary staff person of CONTRACTOR to oversee all of the services under this Agreement. The other principal participants shall be individuals identified by position title in Attachment 2.
18. **NOTICES**

All communications relating to the service shall be exchanged between the DISTRICT’s Contract Administrator and the CONTRACTOR’s Account Manager.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT: Alameda County Water District
43885 South Grimmer Boulevard
Fremont, California 94538
Attention: Procurement & Contracts Division

If to the CONTRACTOR: XXXXXXX
XXXXXXX
XXXXXXX
Attention: XXXXXXX

The address to which mailings may be made may be changed from time to time by mailed notice as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

19. **ATTORNEYS’ FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys’ fees.

20. **APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California, venue the courts of the County of Alameda.

21. **BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

22. **SEVERABILITY**

Should any provision, or portion of a provision, herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, or portion of such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the last signature date set forth below.

ALAMEDA COUNTY WATER DISTRICT

By:______________________________

Name:____________________________

Title:____________________________

Date:____________________________

CONTRACTOR*

By:______________________________

Name:____________________________

Title:____________________________

Date:____________________________

By:______________________________

Name:____________________________

Title:____________________________

Date:____________________________

*If Contractor is a corporation, the Contract must be executed by two corporate officers, one from each of the following categories 1) the President, the Vice President or the Chair of the Board, and 2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
PROCUREMENT AND CONTRACTS DIVISION

REQUEST FOR PROPOSALS

APPENDIX C

DISTRICT HOLIDAY SCHEDULE
Alameda County Water District
2016 Holidays

New Year's Day
Friday, January 1, 2016

Martin Luther King, Jr. Birthday
Monday, January 18, 2016

Washington's Birthday
Monday, February 15, 2016

Memorial Day
Monday, May 30, 2016

Independence Day
Monday, July 4, 2016

Labor Day
Monday, September 5, 2016

Veteran's Day
Friday, November 11, 2016

Thanksgiving Day
Thursday, November 24, 2016

Day after Thanksgiving
Friday, November 25, 2016

Christmas Eve
Friday, December 23, 2016

Christmas Day
Monday, December 26, 2016
PROCUREMENT AND CONTRACTS DIVISION

REQUEST FOR PROPOSALS

APPENDIX D

DISTRICT LOCATIONS
The ACWD District Headquarters Bldg. is located on the west side of Grimmer Blvd. just south of Auto Mall Pkwy.

Water Treatment Plant No. 2 is located on the east side of Mission Blvd. just north of Interstate 680.

ACWD District Headquarters
43885 S. Grimmer Blvd.
Fremont, CA  94538
(510) 659-1970

Water Treatment Plant No. 2
42436 Mission Blvd.
Fremont, CA  94539
(510) 659-1970 ext. 612
PROCUREMENT AND CONTRACTS DIVISION

REQUEST FOR PROPOSALS

APPENDIX E

DISTRICT SURVEY RESULTS

AND VENDING MACHINE PICTURES
DISTRICT SURVEY RESULTS

Below are Alameda County Water District (ACWD) employee responses from an Agency wide survey performed in March 2016. The survey was based on fresh food, snack & beverage vending machine options. A total of 116 employees completed the survey.

Please note that the product information included in the results do not serve as an endorsement by ACWD. These results are provided for informational purposes only to offer a sense of what types of products could be placed in the District’s vending machines. Copies of nutritional information/labels for products to be sold in vending machines must be included in the proposal submital.

If the following snacks were available to buy at a vending machine, which THREE would you choose to purchase?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nuts</td>
<td>41.74%</td>
</tr>
<tr>
<td>Power or protein bars</td>
<td>37.39%</td>
</tr>
<tr>
<td>Trail mix</td>
<td>36.52%</td>
</tr>
<tr>
<td>Granola bars</td>
<td>30.43%</td>
</tr>
<tr>
<td>Baked chips</td>
<td>26.96%</td>
</tr>
<tr>
<td>Healthy cookies or biscuits</td>
<td>21.74%</td>
</tr>
<tr>
<td>Beef Jerky</td>
<td>20.87%</td>
</tr>
<tr>
<td>Whole grain crackers</td>
<td>15.65%</td>
</tr>
<tr>
<td>None of these options</td>
<td>14.78%</td>
</tr>
<tr>
<td>Raisins or dried fruit</td>
<td>11.30%</td>
</tr>
<tr>
<td>Fruit leather or fruit roll ups</td>
<td>4.35%</td>
</tr>
<tr>
<td>Soy nuts</td>
<td>1.74%</td>
</tr>
</tbody>
</table>

Total Respondents: 115
If the following foods were available to buy at a vending machine, which THREE would you choose to purchase?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fresh sandwiches</td>
<td>41.23%</td>
</tr>
<tr>
<td>Salade</td>
<td>38.60%</td>
</tr>
<tr>
<td>Frosch fruit</td>
<td>36.84%</td>
</tr>
<tr>
<td>Yogurt in a cup (spoon needed)</td>
<td>34.21%</td>
</tr>
<tr>
<td>Fresh vegetables and dip</td>
<td>33.33%</td>
</tr>
<tr>
<td>Cheese</td>
<td>22.81%</td>
</tr>
<tr>
<td>None of these options</td>
<td>18.42%</td>
</tr>
<tr>
<td>Pudding</td>
<td>10.53%</td>
</tr>
<tr>
<td>Yogurt in a tube (portable)</td>
<td>5.26%</td>
</tr>
</tbody>
</table>

**Total Respondents: 114**

If the following beverages were available to buy at a vending machine, which THREE would you choose to purchase?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assorted Snapple</td>
<td>27.19%</td>
</tr>
<tr>
<td>Flavored Water</td>
<td>27.19%</td>
</tr>
<tr>
<td>None of these options</td>
<td>22.81%</td>
</tr>
<tr>
<td>Assorted Diet Soda</td>
<td>21.93%</td>
</tr>
<tr>
<td>Orange juice (100% Juice)</td>
<td>21.93%</td>
</tr>
<tr>
<td>Carbonated Water</td>
<td>19.30%</td>
</tr>
<tr>
<td>Assorted Gatorade</td>
<td>18.42%</td>
</tr>
<tr>
<td>Tomato juice or 1/8</td>
<td>17.54%</td>
</tr>
<tr>
<td>Apple juice (100% Juice)</td>
<td>14.04%</td>
</tr>
<tr>
<td>Pineapple juice (100% Juice)</td>
<td>13.16%</td>
</tr>
<tr>
<td>Assorted Powerade</td>
<td>5.26%</td>
</tr>
</tbody>
</table>

**Total Respondents: 114**
Which product(s), either beverage or snack, do you currently buy from the machines?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nature Valley Granola Bar</td>
<td>25.69%</td>
</tr>
<tr>
<td>Kettle Cooked Potato Chips</td>
<td>22.94%</td>
</tr>
<tr>
<td>None of these options</td>
<td>21.46%</td>
</tr>
<tr>
<td>Lays Potato Chips</td>
<td>18.35%</td>
</tr>
<tr>
<td>Planters Peanuts</td>
<td>17.43%</td>
</tr>
<tr>
<td>Cheetos</td>
<td>16.51%</td>
</tr>
<tr>
<td>Oreo Cookies</td>
<td>15.60%</td>
</tr>
<tr>
<td>Doritos</td>
<td>14.66%</td>
</tr>
<tr>
<td>Corn Nuts</td>
<td>14.66%</td>
</tr>
<tr>
<td>Twix</td>
<td>13.76%</td>
</tr>
<tr>
<td>Ramen Noodle Soup</td>
<td>13.76%</td>
</tr>
<tr>
<td>Red Vines Licorice</td>
<td>11.93%</td>
</tr>
<tr>
<td>Pringles</td>
<td>11.01%</td>
</tr>
<tr>
<td>Sweet n Spicy Mixed Nuts</td>
<td>9.17%</td>
</tr>
<tr>
<td>Munchies</td>
<td>8.26%</td>
</tr>
<tr>
<td>Fritos</td>
<td>8.26%</td>
</tr>
<tr>
<td>Reese's Peanut Butter Cups</td>
<td>8.26%</td>
</tr>
<tr>
<td>Lorna Doone Shortbread Cookies</td>
<td>5.50%</td>
</tr>
<tr>
<td>Nutty Rice Bites</td>
<td>4.59%</td>
</tr>
<tr>
<td>Skittles</td>
<td>4.59%</td>
</tr>
<tr>
<td>Gum</td>
<td>4.59%</td>
</tr>
<tr>
<td>Hot Tamales</td>
<td>1.83%</td>
</tr>
<tr>
<td>Lifesavers</td>
<td>1.83%</td>
</tr>
</tbody>
</table>

**Total Respondents: 109**
When making a choice at a vending machine, how important are the following factors?

<table>
<thead>
<tr>
<th></th>
<th>Very Important</th>
<th>Important</th>
<th>Neither Important or Unimportant</th>
<th>Of Little Importance</th>
<th>Unimportant</th>
<th>Don’t Know</th>
<th>Total Respondents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size of portion</td>
<td>20.00% (22)</td>
<td>50.00% (55)</td>
<td>19.09% (21)</td>
<td>5.45% (6)</td>
<td>3.64% (4)</td>
<td>1.82% (2)</td>
<td>110</td>
</tr>
<tr>
<td>Price</td>
<td>25.00% (28)</td>
<td>47.32% (53)</td>
<td>18.75% (21)</td>
<td>3.57% (4)</td>
<td>4.46% (5)</td>
<td>1.79% (2)</td>
<td>112</td>
</tr>
<tr>
<td>Calorie content</td>
<td>24.11% (27)</td>
<td>27.68% (31)</td>
<td>26.79% (30)</td>
<td>8.93% (19)</td>
<td>12.50% (14)</td>
<td>1.79% (2)</td>
<td>112</td>
</tr>
<tr>
<td>Package design</td>
<td>0.94% (1)</td>
<td>6.60% (7)</td>
<td>30.19% (32)</td>
<td>13.21% (14)</td>
<td>46.23% (46)</td>
<td>2.83% (3)</td>
<td>106</td>
</tr>
</tbody>
</table>

How much would you be willing to pay for a food/snack product at a vending machine?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.00 - $1.49</td>
<td>38.94% (44)</td>
</tr>
<tr>
<td>$2.00 or more</td>
<td>28.32% (32)</td>
</tr>
<tr>
<td>$.50 - $.99</td>
<td>22.12% (25)</td>
</tr>
<tr>
<td>$1.50 - $1.99</td>
<td>10.62% (12)</td>
</tr>
<tr>
<td>Less than $.50</td>
<td>0.00% (0)</td>
</tr>
<tr>
<td>Total</td>
<td>113</td>
</tr>
</tbody>
</table>

How much would you be willing to pay for a beverage at a vending machine?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>$.75 - $1.50</td>
<td>80.18% (89)</td>
</tr>
<tr>
<td>$1.50 - $2.00</td>
<td>18.02% (20)</td>
</tr>
<tr>
<td>$2.00 or more</td>
<td>1.30% (2)</td>
</tr>
<tr>
<td>Total</td>
<td>111</td>
</tr>
</tbody>
</table>

If vending machines took credit or debit cards, would you use them to make a purchase?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>53.51% (61)</td>
</tr>
<tr>
<td>No</td>
<td>28.95% (33)</td>
</tr>
<tr>
<td>Not sure</td>
<td>17.54% (20)</td>
</tr>
<tr>
<td>Total</td>
<td>114</td>
</tr>
</tbody>
</table>
SITE LOCATION PICTURES

Snack & Beverage Vending (Kitchen) – HQ, 43885 S. Grimmer Blvd., Fremont, CA 94538

Beverage Vending (Hallway) – HQ, 43885 S. Grimmer Blvd., Fremont, CA 94538
Snack Vending (Kitchen) – TP2, 42436 Mission Blvd., Fremont, CA 94539

Beverage Vending (Side entrance outside) – TP2, 42436 Mission Blvd., Fremont, CA 94539