

EXHIBIT B – DRINKING WATER DELIVERY SERVICES

IFB No.:	00317 Drinking Water Services
Bidder:	

Category A: Water Cooler, Deliveries & Full Service

This Category includes the rental, delivery and maintenance of water coolers; continuous delivery. In order to be considered for award, all items bid must meet the following requirements.

In many locations Purchaser already have water dispensers in place. At the time of contract award, Purchasers will have the option to (1) continue with their current provider (if awarded) at the updated contract price or (2) select from the list of awarded contractors for their region.

Purchaser will call one of the awarded Contractors within their region to place an order for a dispenser and/or ‘replacement bottles’, in order to start services. The Contractor must respond within three business days of receiving the order.

1. ORDER PLACEMENT

To place orders, Purchaser will provide the Contractor:

- a) Organization name, address, floor number and/or room number
- b) Building map if multiple coolers will be located in different areas
- c) Your nearest intersection to ensure delivery location is accurate
- d) Contact name and phone number, fax number
- e) Billing address
- f) Cooler information (whether you prefer a Cold Only, or Hot/Cold)
- g) Number of coolers to be installed per location
- h) Number of cups, sizes, style (cone cups or flat bottom) cup dispenser (If Applicable)
- i) Authorization to have delivery without a signature upon receipt (will your location have a person there to sign for delivery)
- j) Specify bottle size, and quantity to be supplied with each delivery
- k) Specify frequency of deliveries to the location

Once initial an order is placed, delivery frequency shall be determined by the Purchaser’s needs and will become ongoing unless the Purchaser requests a cancellation of service or change in delivery amount changes. **There shall be no deposit or minimum order quantities required.**

2. SERVICE REQUESTS

Service requests include, without limitation, dispenser repair (to include leaking, temperature, etc.), dispenser replacement, and correcting any issues causing poor water quality.

Upon receiving a service request, Contractor shall provide written response within three (3) business days. The Contractor will complete the service at no additional charge to the Purchaser. All services

are to be done by the Contractor on-location. Written or verbal instructions to the Purchaser will not be accepted as an alternative for service. If there has been more than three (3) service request calls on a dispenser within a one-year period the Contractor shall replace the dispenser at no cost to the Purchaser.

3. CANCELLATIONS

The Purchaser may cancel services at any location with a 30-day notice to the Contractor. The Purchaser must provide a written cancellation notice. The Contractor will retrieve the dispenser within one week after cancellation date, and will stop all billing at that location on the cancellation date.

4. BREAKAGE, LEAKAGE, WATER DAMAGE

The Contractor is responsible for inspecting water bottles before delivery to the Purchaser, checking dispensers at time of delivery to ensure they are in working order, and taking precautions as appropriate to prevent water damage to Purchaser's facilities, floors, furniture, or related, as a result of a leaking water dispenser or damaged bottle. The Agency will promptly report any water leakage to the Contractor, and will take steps to minimize the damage such as removing the bottle from the dispenser. The Contractor shall be responsible for damages that occur as a result, including such things as damage to carpet, furniture, and mold growth. The Contractor shall be responsible for cleanup of any water leakage within 24 hours of being reported by the Purchaser.

5. DELIVERY

The Contractor is responsible for guaranteeing that delivery occurs dependably upon schedule.

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

Initial unit installation and service shall be completed within fourteen (14) calendar days of order. This time may be extended in writing by the Purchaser.

6. CREDIT ON INVOICES FOR MISSED BOTTLES OR OVERCHARGES

If the Contractor (a) fails to supply the bottles and charges the Purchaser for the standard delivery quantity, (b) charges a fuel surcharge (which is not allowed by contract pricing), or (c) overcharges a price greater than the contract pricing, then the Purchaser will notify the Contractor and may reduce the invoice payment by the overcharged amount.

7. PACKAGING AND LABELING REQUIREMENTS

All drinking water shall be supplied in "spill-proof", non-breakable, sterilized 5-gallon or 3-Gallon containers. All bottled drinking water shall meet or exceed standards set by the International Bottled Water Association (IBWA), the FDA (21 CFR, Part 129 and Part 165) and the EPA.

All distilled water shall be supplied in "spill-proof" non-breakable, containers

Contractor shall be capable of providing sealed spill proof water dispensers to adequately service all locations designated by the region awarded with the understanding that more than one dispenser and/or bottle may be required at some locations. This bid requires that both "Cold Only" and "Hot &

Cold" spill proof water dispensers be available.

8. OTHER SERVICE REQUIREMENTS

Maintenance (including repairs when required) of the dispensers shall be provided by the awarded Vendor at no cost. If your firm will rent water dispensers and a dispenser rental agreement is necessary, a copy should accompany this bid.

It shall be expected that a drinking cup dispenser will be provided at no charge with each water dispenser. Cup dispensers shall attach to the water dispensers.

Drinking cups in a size compatible with the dispenser shall be available for purchase.

9. REGULATORY STANDARDS

- a) INTERNATIONAL BOTTLED WATER ASSOCIATION (IBWA): Bidder must be a current member of IBWA and in good standing. Bidder's business, business procedures, water source, final product, etc. must be compliant with the latest IBWA Code of Practice. IBWA Link: <http://www.bottledwater.org/>
- b) UNDERWRITERS LABORATORY: Water Cooler model(s) offered by the Bidder on the Price Sheet (Exhibit XX) are validated by Underwriters Laboratories (UL) as meeting or exceeding the UL standard for this type of equipment.
- c) ENERGY STAR: Water cooler model(s) offered by the Bidder on the Price Sheet meet Energy Star requirement for this type of equipment.
- d) AUTHORIZED DISTRIBUTOR: The Bidder, if not also the manufacturer, must be an authorized distributor of the manufacturer's product ensures repairs are performed by a technician that is certified or authorized by the manufacturer to make repairs.
- e) TYPE OF WATER: Purified Water. "Purified Water" means bottled water produced by distillation, deionization, reverse osmosis, or other suitable process and that meets the definition of purified water in the 23rd revision of the United States Pharmacopoeia, January 1, 1995, attached as Appendix B, specified by FDA in 21 CFR 165.110(a)(2)(iv).

From IBWA Code of Practice, 2008, Definitions.

- f) PURITY STANDARDS: Water supplied purchasers must meet or exceed federal Environmental Protection Agency requirements and Food and Drug Administration standards, any state and local requirements (Purchaser's state and locality), and current IBWA Code of Practice standards.
- g) IBWA CODE OF PRACTICE DEVIATION: The current IBWA code allows a TDS of 500 (see IBWA Code of Practice 2008 matrix, beginning on page 19).

10. PRODUCT REQUIREMENTS

- a) **THREE/FIVE GALLON BOTTLES (HANDLE):** Bottles size shall be standard three/five gallon. Bottle design shall include a handle that is a molded part of the bottle container. After award, other bottle sizes or shapes allowed by mutual written agreement of the Purchaser and the contractor.
- b) **BOTTLE STORAGE:** All bottle racks/containers shall be provided free of charge.
- c) **WATER COOLER:** Water coolers dispense hot water (180 degrees, plus/minus 10 degrees) and cold water (40 degrees or colder). A third room temperature water dispense is optional. All temperatures are assumed measured in Fahrenheit unless clearly identified in Celsius.
- d) **WATER COOLER DISPENSER:** Water cooler model(s) offered dispense water via a push button, sensor, or mechanical lever.
- e) **HEATING SHUT OFF:** Water cooler model(s) offered provide automatic heating shut-off when hot water tank is empty or hot temperature reached. If using tankless technology the heating unit shuts off or goes into a power saving mode when not in use.
- f) **HOT WATER CAPACITY:** Water cooler model(s) offered provide at least 1.5 liters per hour at 185 degrees Fahrenheit. Model(s) may use hot water reservoir or tankless technology.
- g) **COLD WATER CAPACITY:** Water cooler model(s) offered provide at least 2.0 gallons per hour at 40 degrees Fahrenheit. Model(s) may use cold water reservoir or tankless technology.
- h) **WEIGHT:** Water cooler model(s) offered are no heavier than 105 lbs, upon full assembly with full water bottle attached.
- i) **LEVELING FEET:** Water cooler model(s) offered should have adjustable leveling feet.
- j) **DRIP TRAY:** Water cooler model(s) offered provide large drip tray that is easily cleaned or has optional removable screen for easy cleaning.
- k) **POWER:** Water cooler model(s) offered operates on 120VAC, 60 HZ.
- l) **BREAKDOWN AND REPAIR:** Contractor shall repair, and if necessary, replace malfunctioning unit within three (3) business days after notification.
- m) **CONNECTION HARDWARE:** Any necessary connection hardware shall be supplied free of charge by the awarded Contractor.
- n) **ANCHORING:** Water cooler model(s) offered are capable of being anchored to floor (hardware included). Note: Many state of Washington agencies anchor equipment and cabinets to the floor using L-brackets to preventing tipping during an earthquake.
- o) **PRODUCT LITERATURE:** Water cooler model(s) offered must have professionally made reasonably detailed user manual that details features, functions, safety, capabilities, and user instructions. In this case, professional does not include hand written or informal efforts.

Category B: On The Go Bottled Water

Potable Water shall be packaged in single-service polyethylene terephthalate (PET) bottles with flat caps. Potable Water can be either Purified or Spring Water as defined below:

PURIFIED WATER is water that has been produced by distillation, deionization, reverse osmosis, or other suitable processes while meeting the definition of purified water in the United States Pharmacopoeia. Other suitable product names for bottled water treated by one of the above processes include "distilled water" if it is produced by distillation, "deionized water" if it is produced by deionization, or "reverse osmosis water" if the process used is reverse osmosis. Alternatively, "drinking water" can be used with one of the purifying terms defined above (e.g., "purified drinking water" or "distilled drinking water").

SPRING WATER is water derived from an underground formation from which water flows naturally to the surface of the earth. Spring water must be collected only at the spring or through a borehole tapping the underground formation feeding the spring. Spring water collected with the use of an external force must be from the same underground stratum as the spring, must have all the physical properties before treatment, and must be of the same composition and quality as the water that flows naturally to the surface of the earth.

1. DELIVERY

The Contractor is responsible for guaranteeing that delivery occurs dependably upon schedule, and that there is sufficient water supply in the delivery truck to properly replace the number of bottles at the location(s). Failure to do so can result in immediate termination by the Purchaser.

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

2. DELIVERY LOCATION AND TIME

This term may be modified after award by mutual agreement of the Contractor and the Purchaser. Initial unit and initial service delivered and installed within fourteen (14) calendar days of order. Time may be extended in writing by Purchaser.

Credit on invoices for missed bottles or overcharges: If the contractor (a) fails to supply the bottles and charges the Agency for the standard delivery quantity, (b) charges a fuel surcharge (which is not allowed by contract pricing), or (c) overcharges a price greater than the Agency contract pricing, then the Agency location will notify the Contractor and may reduce the invoice payment by the overcharged amount.

3. MINIMUM ORDER

Contractor can establish the minimum delivery amount and delivery chargers for not meeting minimum order quantities. Contractor shall identify the minimum order amount within Exhibit C- Price Sheet.

Orders can be cancelled without any charges to the Purchaser if minimum has not been met.

4. BOTTLE WATER CODE OF PRACTICE

http://www.bottledwater.org/files/IBWA_MODEL_CODE_2012_1212_FINAL_0.pdf

The WSDA Food Safety Program does license and inspection bottle water operations that manufacture bottle water in the State of Washington. WSDA regulates these firms under RCW 69.04 and RCW 69.07 and WAC 16-167 which adopts the Federal Rules that include bottle water regulations namely, 21 CFR part 129 and the GMPs which are part 110 & 117. Bottled water that is shipped into our state must meet FDA's requirements. WSDA does license and inspect warehouse operations that may store and distribute such products under RCW 69.10.

Category C: Micro Filtration Water Coolers

Point of use Water Cooler (POU) can be broadly defined to cover many types of devices that will purify water. This bid is seeking an office setting system with the following characteristics: plumbed into building water supply (bottle-less), plugs into electrical wall outlet, stands upright on floor, dispenses hot and cold water, electronic display, etc.

The Contract is not seeking non-electric filtration systems, systems placed in water dispensing refrigerators, filters attached to faucets, filtering systems plumbed in and located under a sink, point of entry models, or counter top models.

1. POU/ MICRO FILTRATION

Model(s) offered are:

- a) Bottle-less
- b) Point-of-use water cooler (POU)
- c) Uses microfiltration technology
- d) Meets or exceeds all parts of the specification

Model(s) offered are validated/acknowledged by NSF International (<http://nsf.org/>) and/or the Water Quality Association (<http://www.wqa.org/>) as meeting the NSF/ANSI 42 (Drinking water treatment and units - Aesthetic effects) and NSF/ANSI 53 (Drinking Water Treatment Units - Health Effects) and that the model(s) offered meet or exceed all parts of the technical specification.

2. UNDERWRITERS LABORATORY

Water Cooler model(s) offered by the Bidder on the Price Sheet are validated by Underwriters Laboratories (UL) as meeting the UL standard for this type of equipment and that the model(s) offered fully meet or exceed the UL standard for this type of equipment.

3. ENERGY STAR

Water cooler model(s) offered by the Bidder on the Price Sheet meet Energy Star requirement for this type of equipment.

4. DISINFECTION

Model(s) offered provide disinfection by using ultraviolet or activated oxygen injection technology.

5. WATER DISPENSER

Water dispenser model(s) offered dispense water via a push button, sensor, or mechanical lever.

6. LEVELING FEET

Model(s) offered have adjustable leveling feet.

7. DRIP TRAY

Water cooler model(s) offered provide large drip tray that is easily cleaned or has optional removable screen for easy cleaning.

8. POWER

Water cooler model(s) offered operates on 120VAC, 60 HZ.

9. SOURCE CONNECTION

Model(s) offered will connect to the cold water supply line.

10. BREAKDOWN AND REPAIR

Contractor shall repair, and if necessary, replace malfunctioning unit within Two (2) business days after notification.

11. CONNECTION TO BUILDING PLUMBING

Contractor shall perform all plumbing tasks to insure all final plumbing connection is per manufactures specifications. The Contractor shall use certified technicians to perform all installation and maintenance. The Contractor shall coordinate with the Purchaser's Building Manager on the proposed connection plan for approve before installation. The Contractor is responsible for all supply items hoses, piping, hoses, connections, fittings, shut-off valves, etc. that are necessary to fully plumb the unit into the building including parts necessary for the final connection.

12. YEARLY MAINTENANCE PLAN

The Contract will perform the following preventative maintenance at a minimum.

- Replace Filters
- Inspect tubing and storage tank
- Sanitize storage tank and other parts
- Replace UV light and other components
- Inspect external tubing
- Test machine
- Provide any additional unscheduled service calls as needed

13. ANCHORING

Water cooler model(s) offered are capable of being anchored to floor (hardware included). Note: Many state of Washington agencies anchor equipment and cabinets to the floor using L-brackets to preventing tipping during an earthquake.

14. PRODUCT LITERATURE

Water cooler model(s) offered must have professionally made reasonably detailed user manual that details features, functions, safety, capabilities, and user instructions.

15. LEASE TERMS

The term of the service contract may not be extending beyond the initial term of any agreement used to place the Water Cooler and may not be extend beyond 24 months. The Contractor cannot automatically extend the lease. At the point of expiration of the lease a new agreement must be written up with the Purchaser.

16. CANCELLATIONS

The Purchaser may cancel services at any location after 24-month agreement. The Purchaser must provide a written cancelation notice. The Contractor will retrieve the dispenser within one week after cancellation date, and will stop all billing at that location on the cancellation date.

Category D: Emergency Delivery

1. DEFINITION OF AN EMERGENCY EVENT

For the purposes of this Contract, an Emergency is defined as a time critical incident or threat in which response delays may result in increased human health exposure, environmental impact, or economic disruptions.

2. PACKING DURING AN EMERGENCY EVENT

Due to the many unknown circumstances which can arise during disaster response and recovery, it is possible that the product(s) may be moved several times, may be double-stacked for storage, and may be stored outside, with no protection, in all types of weather, as well as stored in warehouses. As such, the following are minimum packing requirements:

- a) Bottled Potable Water shall be packed in cases.
- b) Product(s) shall be shipped on pallets.
- c) Pallets will be sufficiently wrapped for safe transport. Pallets shall be designed for pickup from all four sides.
- d) Pallets shall be designed to be picked up with a standard forklift.
- e) The Contractor shall ensure that the product(s) are packaged to withstand as above described, as well as severe climatic conditions.
- f) The Purchaser shall not be responsible for return of pallets. Unclaimed pallets may be disposed of at the Purchaser's discretion. Specialized pallets should not be used; there is no way to guarantee their return.

3. PALLET PACKING SLIPS

Each pallet of bottled Potable Water shall have labels attached clearly on at least one side of pallets. Each label shall contain, in clear readable text, the information listed below:

- a) Purchase Order Number
- b) Contractor's Name
- c) Unit Size, Total Quantity on pallet, in liters (Water).

4. EMERGENCY OPERATIONS DELIVERY PROCEDURES

Time is of the essence in performance of this contract, as these products are required to sustain life in the aftermath of disasters that have or will disrupt normal supplies in the disaster location. Therefore, this contract requires immediate response, with timely production, delivery, and reporting by the Contractor.

Contractor will be required to deliver Shipment within 24 hours of the order request.

During Emergency Operations, upon arrival at the final destination for the Product, the driver:

- a) will report to the responsible Purchasers' representative at the final destination for further instruction(s); and
- b) shall not off-load their product(s) until instructed to do so by the responsible Purchaser representative at the final destination.

In order to facilitate any necessary instructions at the delivery site, drivers are expected to remain with their trucks at the delivery site until released by the responsible Purchaser representative.

The Contractor may be required to respond to simultaneous disaster events with deliveries to multiple sites for each disaster event. In performing under this contract, the Contractor shall cooperate fully with public officials and other contractors in emergency and disaster response and recovery operations.

The Contractor shall comply with all applicable Federal, state, and local laws and regulations in the transportation of Product(s).

For each delivery, the Contractor shall provide two (2) copies of a delivery information sheet, bill of lading or manifest, which includes at least the information below:

- a) State of Washington Contract Number
- b) Purchase Order Number
- c) Contractor's Name
- d) Itemized list of supplies and quantities
- e) Name of shipment origination facility (i.e., bottling plant, warehouse, etc.)
- f) Name of the transportation carrier
- g) Total quantity of Bottles (water), per truck per delivery

5. TIMELY DELIVERY

Deliveries will be considered timely if made at the specified delivery site within two (2) hours from the time specified for delivery in the purchase order. The Contractor may attempt to deliver before the time periods allowed.

a) Early Deliveries:

In its discretion, the Purchaser may allow early delivery before the specified time period for timely delivery, or may direct that deliveries be made only within the time allowed. The Purchaser is not obligated to have an on-site representative available outside the specified time periods.

b) Late Deliveries and Starts of Service:

In the event of delivery after the time period specified for timely delivery, the Purchaser, at its sole discretion, may allow such a delivery.

6. MINIMUM ORDER

Contractor can establish the minimum delivery amount and delivery chargers for not meeting minimum order quantities. Contractor shall identify the minimum order amount within Exhibit C-Price Sheet.

Orders can be cancelled without any charges to the Purchaser if minimum has not been met.

By Signing this Document you are acknowledging you can provide all the Service Specification within the Category you are bidding on.

Dated this ___ day of _____, 2017.

Print Name of Company

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title