### Informal Bid #: Bottled Water-24

Stephen F. Austin State University is requesting bids to supply bottled water dispenser rental, bulk bottled water and paper cups for the period April 20, 2024 through April 30, 2025 for various departments on campus. Pricing shall include direct delivery to ordering departments and installation and maintenance of all rental equipment.

Bid Due: 04/18/2024 10:00 a.m.

Unit price Extended price

Quantity

SFA currently has approximately 25 cooler rentals and has an average usage of 450-500 bottles of water per year. The quantities shown are for evaluation purposes only. Evaluation will be based on the approximate quantities shown for items 1 and 2. Items 3, 4 and 5 will not be considered in the evaluation however quoted pricing will be included in the resulting award. The University guarantees no minimum or maximum quantities to be ordered during the contract.

# Dispenser rental Bulk Bottled Water - 5 gallon containers Cone Paper Cups Escalation rate \_\_\_\_\_\_\_% per year Emergency Water - 1 Gallon Bottles (to be provided in times of emergencies only IE: hurricanes, floods, etc.)

#### Terms and Conditions

Prices shall remain firm for the one year period of the contract. The University reserves the right to renew this contract for two (2) additional one (1) year periods at an escalation rate not to exceed that quoted herein. Escalation is allowed only on the anniversary date of the contract, which shall be May 1 of each subsequent year.

The Contractor shall maintain sufficient stock of contract items to preclude any stock outages. The Contractor shall respond to requests for new equipment installation or additional supplies within 5 working days.

The Contractor will be authorized to enter the designated premises at all reasonable times during regularly scheduled business hours to gain access to its equipment for the purpose of installation, normal maintenance and other miscellaneous and incidental services.

The Contractor agrees to install equipment and will service and maintain the same in proper working order. Any machine that cannot be repaired on the premises or that cannot be repaired within 48 hours of the repair request shall be removed and suitable operational equipment shall be furnished.

The University reserves the right to cancel this agreement upon thirty (30) days notice should the quality of service rendered ever fall below levels deemed acceptable by the University. The University shall be the sole judge of the acceptability of service provided hereunder.

Upon the expiration or termination of this agreement, the Contractor shall remove its equipment from the University premises within five (5) working days. The Contractor shall restore the site to the condition prior to use thereof by the Contractor. The Contractor shall repair all damage caused by the installation or removal of its equipment.

Insurance certificates indicating coverage as shown on the enclosed list of insurance requirements must be on-file with the University or provided prior to commencement of work. (https://www.sfasu.edu/docs/procurement-business-services/insurance-requirements.pdf)

## INSURANCE REQUIREMENTS (revised 04/13)

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by SFASU. Acceptance of the insurance certificates by SFASU shall not relieve or decrease the liability of the Contractor.

If policies are not written for the amounts specified below (except Worker's Compensation and Employer's Liability), Contractor shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the University.

Contractor's insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as additional insured. This is not applicable to the workers' compensation policy.

The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the University.

The workers' compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by a subcontractor. The Contractor's policy shall provide that, in the event that a subcontractor's policy fails to provide worker's compensation coverage of a worker, that such insurance coverage is provided by the Contractor's policy.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by SFASU, the minimum insurance coverage as follows:

#### TYPE OF COVERAGE LIMITS OF LIABILITY

- Workers' Compensation Coverage OR
   Employer's Liability with \$1,000,000 each occur/aggregate
- 2. Comprehensive General Liability
  - a. \$1,000,000 each occur
  - b. \$2,000,000 general aggregate
  - c. \$2,000,000 products
- 3. Comprehensive Automobile Liability \$1,000,000 combined single limit