

## INVITATION FOR BIDS

**AC TRANSIT DISTRICT**  
**Purchasing Department**  
**10626 International Blvd.**  
**Oakland, CA 94603**

**BIDS WILL BE OPENED at 10626 International Blvd. by 11:00am, June 23, 2009**

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

**SIGN AND RETURN THIS PAGE**  
**INVITATION FOR BID NO.: 2009-1114**

**Date: June 08, 2009**  
**TITLE: Antifreeze Coolant**

DO NOT INCLUDE SALES OR EXCISE TAXES in proposal prices.

### ALL BIDDERS COMPLETE THIS SECTION:

2009

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

Name under which business is conducted: \_\_\_\_\_

Business street address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

#### IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed \_\_\_\_\_ Typed Name \_\_\_\_\_

#### IF PARTNERSHIP OR JOINT VENTURE, sign here:

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

Signed \_\_\_\_\_ Typed Name \_\_\_\_\_

Signed \_\_\_\_\_ Typed Name \_\_\_\_\_

#### IF CORPORATION, sign here:

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

Corporate Name

Signed \_\_\_\_\_ Typed Name \_\_\_\_\_ Title \_\_\_\_\_

Signed \_\_\_\_\_ Typed Name \_\_\_\_\_ Title \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

# GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

## 1. EXPLANATIONS, CLARIFICATIONS AND CHANGES

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

## 2. BID SUBMISSION

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

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

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

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

## 3. APPROVED EQUALS

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

## 4. CONDITION OF ARTICLES

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

## 5. TAXES

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

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

## 6. AWARD AND REJECTION OF BIDS

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

## 7. DELIVERIES

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

## 8. SEPARATE ITEMS OR IN THE AGGREGATE

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

## 9. CASH DISCOUNTS

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

- Discount period must be at least 30 days.
- The discount period will start on the date of completion of delivery of all items on any Purchase Order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later.

- Payment is deemed to be made, for the purpose of claiming the discount, on the date of mailing the District's warrant or check.

## 10. ACCEPTANCE, BILLING AND PAYMENT

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

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

## 11. WARRANTY OF TITLE

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

## 12. PERFORMANCE WARRANTY

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

## 13. INDEMNIFICATION

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

## 14. TERMINATION AND TERMINATION FOR CONVENIENCE

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

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

## 15. NON-DISCRIMINATION

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

## 16. GOVERNING LAW

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

## 17. PROHIBITED INTERESTS

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

July 11, 2006

**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SPECIAL CONDITIONS**

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

**18. CORRESPONDENCE**

All correspondence must show **Contract Bid Number 2009-1114**

**19. AWARD OF CONTRACT**

It is the intent of the District to make an award within sixty (60) days after bid opening.

**20. TYPE OF CONTRACT**

This is a Firm Fixed Price (FFP), indefinite quantity contract. All bidders shall bid firm fixed unit cost amounts for the complete bid package (base and option periods).

**21. CONTRACT TERM**

The term of the Contract will be for a one (1) year base period, with two (2) one-year options.

**22. OPTION TO EXTEND THE CONTRACT (PRICED)**

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

**23. PRICE**

Price(s) quoted by Bidder shall be firm for 90 days.

**22. QUANTITY**

The District intends to purchase items shown on the bid forms; however "quantities shown are estimates only and are not guaranteed".

**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SPECIAL CONDITIONS**

**23. DELIVERY**

Delivery of all items required within three (3) days of placement of orders.

**24. DELIVERY/SERVICE YARD LOCATIONS**

Central Mtce Facility (CMF)	10626 International Blvd.	Oakland, CA 94603
Emeryville	Division 2	1177-47 <sup>th</sup> Street
		Emeryville, CA 94608
Richmond	Division 3	2016 MacDonald Ave.
		Richmond, CA 94801
East Oakland	Division 4	1100 Seminary Ave.
		Oakland, CA 94624
Hayward	Division 6	1758 Sabre Ave.
		Hayward, CA 94545

**25. STATEMENT OF EXPERIENCE**

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

**26. QUALIFICATION OF BIDDERS**

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

**27. CHANGES BY DISTRICT**

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

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

**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SPECIAL CONDITIONS**

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

**28. DAMAGES**

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

**29. ASSIGNMENT**

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

**30. NON-COLLUSION AFFIDAVIT**

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

**31. PENALTY FOR COLLUSION**

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

**32. RIGHTS AND REMEDIES OF THE DISTRICT**

**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SPECIAL CONDITIONS**

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

**33. INSURANCE**

It is strongly recommended that bidders confer with their respective insurance carriers and/or brokers to determine in advance of bid submission the availability of insurance, Certificates and Endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Bidder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages for property which may arise from or in connection with the performance of the work hereunder by the bidder, bidder's agents, representatives, employees or subcontractors. The District reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

**A. Minimum Scope of Insurance**

Coverage shall be least as broad as:

1. General Liability: Coverage is to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG 0001.
2. Automotive Liability: Coverage is to be equal to Insurance Services Office Business Auto Form CA 0001 (01/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**B. Minimum Limits of Insurance**

Bidder shall maintain no less than:

1. General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this project/location or the aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 combined single limit per accident for bodily injury and property damage.

**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SPECIAL CONDITIONS**

3. Workers' Compensation: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

C. Deductible and/or Self-Insured Retention

Any deductibles and/or self-insured retention must be declared to and approved by the District. The District reserves the option to require the insurer to reduce or eliminate such deductibles and self-insured retention as to the District, and/or require the Contractor to procure a bond guaranteeing the payment of any deductible or self-insured retention of losses, related investigations, claims, administration, and defense expenses.

D. Other Insurance Provisions

Policies are to contain the following provisions:

1. General Liability and Automotive Liability policies:

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

**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SPECIAL CONDITIONS**

- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.

2. Workers' Compensation and Employers Liability

The insurer shall agree to waive all subrogation rights against the District, officers, officials, and employees, for losses arising from work performed by the Contractor for the District, except with respect to the limits of insurer's liability.

3. All Coverage

- a. Each policy required shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District.

- b. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by the District as well as contractor being required to provide acceptable evidence of the policy's retroactive date, and will be also required to maintain the coverage with the same retroactive date for a period of not less than five (5) years following termination of services.

4. Acceptability of Insurance

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

5. Verification of Coverage

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

6. Other Requirements



**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SPECIAL CONDITIONS**

- a. Should any work under this Contract be sublet, the Contractor shall require each subcontractor of any tier to comply with all of the Contract's insurance provisions and provide proof of such compliance to the District.
- b. These insurance requirements are not intended to and shall not in any manner limit or otherwise qualify the liabilities and obligations otherwise assumed by the Contractor under this Contract, including indemnification provisions.
- c. Compliance with these insurance requirements is considered a material part of the Contract. Breach of any such provision may be considered a material breach of the Contract and result in action by the District to withhold payment and/or terminate the Contract.

**34. BID PROTEST PROCEDURES**

**A. Protest Before Bid Opening**

Bid protests based upon restrictive specifications or alleged improprieties in the proposal procedure shall be filed, in writing, with the Procurement and Materials Director, ten (10) days prior to the bid opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

**B. Protest of Award**

A Bidder/Proposer (or other interested party as defined under the District's Protest Procedures) may file protest with the District alleging a violation of applicable federal or state law and/or District policy or procedure relative to the seeking evaluating and/or awarding of a procurement contract. Such protest must be filed no later than ten (10) days after the date of Notice of Award or non-award of contract by the District.

Copies of the District's Procurement Protest Procedures should be obtained from the District's Procurement and Materials Director. The Procurement Protest Procedures will be provided immediately upon request. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENT SET FORTH IN THE DISTRICT'S WRITTEN PROPOSAL PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.

**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SPECIAL CONDITIONS**

**35. WAIVER**

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

**36. BID DOCUMENTS**

The bid documents are considered the complete submission. The General Conditions, Scope of Work, Specifications, Addenda, and Bid Form shall control if there is any conflict between these and any printed brochures, manuals, and other documents that may be submitted by the bidder.

**37. EQUAL OPPORTUNITY/NON DISCRIMINATION**

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

**38. SMALL LOCAL BUSINESS PROGRAM**

AC Transit has established a Small Local Business Procurement Policy (Board Policy 351) to ensure that small business enterprises, which are located within the District's geographical service area, have a full and equitable opportunity to participate in the performance of the District's contracts, subcontracts and other procurements. Under the District Policy, a Small Local Business is a business with a principal place of business located within AC Transit's geographical service area and which meets the U.S. Government's Small Business Administration (SBA) size standard.

Contractors doing business with the District are encouraged to utilize small local businesses in their subcontracts. The District's on-line vendor registration process identifies the name, address, small business status and ethnicity and gender ownership of a business facilitating the generation of a Small Local Business bidder's list.

ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010

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**SPECIAL CONDITIONS**

**39. VENDOR REGISTRATION**

If you are not already an AC Transit registered vendor, an online Vendor Registration is required prior to contract award. Bidders should access [www.actransit.org](http://www.actransit.org), select purchasing, online purchasing, and register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification - containing original signature - in proposals. If online access is not available, contact the Purchasing Department for instructions.

**40. FURTHER INFORMATION**

Prospective bidders with questions shall either email questions to [adenurra@actransit.org](mailto:adenurra@actransit.org), or call Al DeNurra, (510) 577-8809, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, for further information.

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**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SCOPE OF WORK**

**1. Scope of Work**

This Invitation for Bids (IFB) is for supplying both conventional ready to use fully formulated permanent 50/50 premixed virgin and re-cycled stock of Ethylene Glycol antifreeze. This Ethylene Glycol antifreeze coolant pre-charged with Supplemental Coolant Additives (SCA) must be suitable for use in heavy duty diesel engines. All coolant must be compatible with Penray "Need Release" coolant filters used in heavy duty diesel engines. Antifreeze with "organic" corrosion inhibitors (OAT technology) is not allowed.

Product shall provide year round coolant system protection against corrosion, winter freeze-ups, summer boil-over, liner pitting, and scale protection. Product shall protect all system metals, including aluminum and cast iron, from rust and corrosion and must be compatible with all other coolants.

Vendor must be able to provide bulk truck deliveries to each location on an "On-Demand" basis. Delivery quantities can range from 200 – 500 gallons per location. Vendor must have an adequate product transfer system to be able to pump product up to 25 feet directly from their truck into on-site storage vessel.

Vendor shall provide training for AC Transit personnel on the proper use, testing, storage, and handling of antifreeze. The training shall be for a minimum of one (1) hour for each of the three (3) shifts at each of four (4) Divisions, and day shift only at CMF (see page 13 of 20 for Divisions).

The bidder must provide complete and detailed technical specifications and sales brochures on the products bid, to document compliance with the RFP requirements, including Cummins Engine Standard 14603, ASTM D-6210, ASTM D1384, ASTM D2570, and SAE standards.

**2. Material Safety Data Sheets**

As a condition of award, contractor must provide Material Safety Data Sheets (MSDS) for each product supplied to A.C. Transit. It is also the contractor's responsibility to provide any updates or revisions of the Material Safety Data Sheet of the new and recycled antifreeze, as they may become available for any products sold and delivered to AC Transit.

**3. Deliveries**

Deliveries are to be made between the hours of 6:30AM to 2:00PM Monday through Friday, except holidays, with no exceptions. Normal deliveries must be made within three working days of placement of order or within 24 hours on an emergency basis.

**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SCOPE OF WORK**

**4. Divisions Contacts and Delivery Addresses**

<b>Locations</b>	<b>Contact</b>	<b>Phone #</b>	<b>Address</b>
Division 2	Richard McMillan	510-891-4939	1177 47 <sup>th</sup> Street Emeryville, CA 94612
Division 3	John Sorrell	510-620-8907	201 21 <sup>st</sup> Street Richmond, CA 94801
Division 4	Fred Walls	510-628-8296	1100 Seminary Avenue Oakland, CA 94621
Division 6	Boyd Rabello	510-891-2511	1758 Sabre Street Hayward, CA 94545
CMF.	Thomas Harrison	510 577-8846	10626 International Ave. Oakland, CA 94603

**5. Estimated Annual Quantities Per Year**

<b>Location</b>	<b>Amount</b>
Division 2	6,480 gallons
Division 3	4,160 gallons
Division 4	6,800 gallons
Division 6	7,700 gallons
CMF	<u>1,000 gallons</u>
Total	26,140 gallons

**6. Antifreeze Technical Specifications**

The contractor shall be able to provide both virgin and recycled antifreeze, capable of maintaining satisfactory transit operations for AC Transit buses.  
New and recycled antifreeze shall be formulated to meet or exceed the following antifreeze specifications and/or recommended practices:

**A. The antifreeze shall:**

Be compatible with all other coolants  
At 50/50 premix provide freeze protection down to -34 degrees F  
Be a phosphate and silicate free formula  
Fully formulated – does not require SCA pre-charge

**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SCOPE OF WORK**

**Must meet or exceed the following engine manufacturers warranty and maintenance specifications and requirements.**

ASTM D6210  
ASTM D1384  
ASTM D2570  
Cummins Engineering Standard 14603  
Detroit Diesel 7SE298  
SAE 1941

**B. Recycled antifreeze shall:**

Ethylene Glycol purified to meet ASTM E1177 specifications for Virgin Glycol and U.S. Military / Government Requirements: CID A-A 52624A

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**ANTIFREEZE COOLANT**  
**FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**  
**BID FORM**

Please record your quotes in the **Price per Gallon** column for the Antifreeze Coolant and the one time training costs for all locations in the **Labor Rate per Hour** column as described in the Scope of Work. Antifreeze Coolant prices to include deliverable freight cost for all locations. Award will be made on an "all or nothing basis".

	<b>Estimated Annual Quantities</b>		<b>Price per Gallon</b>	<b>Total</b>
<b>50/50 Premixed Virgin Ethylene Glycol Antifreeze</b>				
<b>BASE PERIOD</b>	<b>13,070</b>	<b>gallons</b>		
<b>OPTION 1 YEAR 2</b>	<b>13,070</b>	<b>gallons</b>		
<b>OPTION 2 YEAR 3</b>	<b>13,070</b>	<b>gallons</b>		
<b>Recycled Ethylene Glycol Antifreeze</b>				
<b>BASE PERIOD</b>	<b>13,070</b>	<b>gallons</b>		
<b>OPTION 1 YEAR 2</b>	<b>13,070</b>	<b>gallons</b>		
<b>OPTION 2 YEAR 3</b>	<b>13,070</b>	<b>gallons</b>		
		<b>Number of hours</b>	<b>Labor Rate per Hour</b>	
<b>Training Costs (all locations)</b>			_____ per hour	
			<b>Grand Total</b>	

**ANTIFREEZE COOLANT**  
**FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**

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Company Name

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Street /Mailing Address

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City/State/Zip Code

TAX I.D. \_\_\_\_\_

**I. PRIME CONTRACTOR**

☐ The Bidder/Proposer is a CalTrans certified DBE under the CalTrans Uniform Certification Program.

Certification No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

☐ The Bidder/Proposer has applied for DBE status through the CalTrans Uniform Certification Program.

Application Date \_\_\_\_\_ Status of application \_\_\_\_\_

☐ The Bidder/Proposer is not a CalTrans certified DBE under the CalTrans Uniform Certification Program.

**II. SUB-CONTRACTOR (if proposed in bid or proposal)**

Attach a separate sheet for each sub-contractor to be used in the performance of services under a proposal specifying the sub-contractor DBE status as stated under section I listed above.

If not already registered, sub-contractors should access [www.actransit.org](http://www.actransit.org), and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

Prime Contractor's are requested to explain the DBE program and encourage sub contractors to apply for certification.

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Prime Signature \_\_\_\_\_ Date \_\_\_\_\_

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(Position/Title)



**ANTIFREEZE COOLANT  
FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**DESIGNATION OF SUBCONTRACTORS**

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, bidder shall list the name and address of each subcontractor, including D.B.E. subcontractor to whom bidder proposes to Subcontract more than ½ of 1 percent of the work, and description and portions of the Work or services Subcontracted.

Attach additional copies of this form if more space is required.

<b>NAME AND ADDRESS</b>	<b>DESCRIPTION OF WORK OR SERVICES</b>	<b>ESTIMATED DOLLAR AMOUNT</b>

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**ANTIFREEZE COOLANT**  
**FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**

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**SMALL LOCAL BUSINESS QUESTIONNAIRE**

AC Transit has established a Small Local Business Procurement Policy (Board Policy 351) to ensure that small business enterprises, which are located within the District's geographical service area, have a full and equitable opportunity to participate in the performance of the District's contracts, subcontracts and other procurements. Under the District Policy, a Small Local Business is a business with a principal place of business located within AC Transit's geographical service area and which meets the U.S. Government's Small Business Administration (SBA) size standard.

Contractors doing business with the District are encouraged to utilize small local businesses in their subcontracts. The District's on-line vendor registration process identifies the name, address, small business status and ethnicity and gender ownership of a business facilitating the generation of a Small Local Business bidder's list.

Contractors are asked to complete the following questions and submit with their proposal, indicating whether they intend to use Small Local Businesses in the contract to be awarded, and, if so, the percentages of contract work to be allocated to Small Local Businesses.

<hr/> Subcontractor name	<hr/> SLBE	<hr/> % of project work	<hr/> Certification No.
<hr/> Subcontractor name	<hr/> SLBE	<hr/> % of project work	<hr/> Certification No.
<hr/> Subcontractor name	<hr/> SLBE	<hr/> % of project work	<hr/> Certification No.
<hr/> Subcontractor name	<hr/> SLBE	<hr/> % of project work	<hr/> Certification No.
<hr/> Subcontractor name	<hr/> SLBE	<hr/> % of project work	<hr/> Certification No.

**ANTIFREEZE COOLANT**  
**FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**  
**CONTRACT**

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**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2009 by, and between ALAMEDA CONTRA COSTA TRANSIT DISTRICT (hereinafter "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and \_\_\_\_\_ (hereinafter "Contractor").

**THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF WORK**

Contractor shall furnish to the District all labor, equipment, supplies, material and services as specified in and in full accordance with the Invitation For Bids 2009-1114 issued by the District entitled **ANTIFREEZE COOLANT dated June 08, 2009.**

**2. COMPONENT PARTS**

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

- A. This Contract
- B. Invitation for Bid No. 2009 - 1114 and any addenda
- C. Contractor's submitted Bid Form

**3. PERIOD OF PERFORMANCE**

Contractor shall furnish antifreeze coolant as specified in the Scope of Work to commence Month/Date, 2009, thru Month/Date, 2010, with two (2) one (1) year option years to continue until Month/Date, 2012, if unilaterally exercised at the sole discretion of the District. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of the District.

**4. CONTRACT PRICE**

The District agrees to pay the Contractor in accordance with the fixed rates on the submitted bid form. This amount shall include costs for materials, pick up and delivery, and any other costs necessary to provide the furnishing and delivery of antifreeze coolant. The District and the Contractor must mutually agree upon any adjustments in payment. Invoices should be submitted in accordance with the terms of payment, with all applicable backup, by Contractor to AC Transit Accounts Payable, P.O. Box 28507, Oakland, CA 94604. Payment to the contractor will be made Net 30 Days after receipt of approved invoices. **Please reference the Contract Number and the Purchase Order Number on all submitted Invoices.**

**ANTIFREEZE COOLANT**  
**FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**  
**CONTRACT**

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**5. NOTICES**

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

**DISTRICT:**  
**Procurement and Materials Director**  
**10626 International Blvd.**  
**Oakland, CA 94603**

**CONTRACTOR:**

**6. ATTORNEY'S FEES**

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

**7. SEVERABILITY**

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

**8. BINDING EFFECT**

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

**9. CONFLICT OF INTEREST**

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

**ANTIFREEZE COOLANT**  
**FOR THE TERM OF MONTH/DAY, 2009 THROUGH MONTH/DAY, 2010**  
**CONTRACT**

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**10. ENTIRE AGREEMENT**

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

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

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

**ALAMEDA-CONTRA COSTA  
TRANSIT DISTRICT:**

**CONTRACTOR:**

\_\_\_\_\_  
Rick Fernandez                      Date  
General Manager

\_\_\_\_\_  
Name                                      Date  
Title

**Approved as to Form:**

\_\_\_\_\_  
Kenneth C. Scheidig              Date  
General Counsel, AC Transit