

**AGREEMENT FOR BOTTLED WATER**

(Piggyback Agreement pursuant to the Nassau County Purchasing Policy)

THIS AGREEMENT entered into this 19th day of March, 2010 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **NESTLE WATERS NORTH AMERICA, INC.**, 7035 Davis Creek Road, Jacksonville, Florida 32256, (hereinafter referred to as "Vendor").

**WHEREAS**, the County needs to purchase/contract for bottled water for the various departments and offices county wide; and

**WHEREAS**, the County has learned on June 19, 2009, Hillsborough County, Florida, a political subdivision of the State of Florida, received sealed competitive bids for bottled water, Bid No. T-0215-09(JM); and

**WHEREAS**, vendor was awarded the bid on September 16, 2009 by Hillsborough County Board of County Commissioners; and

**WHEREAS**, the Hillsborough County, Florida and Vendor entered into an agreement dated October 5, 2009 for Bottled Water, contract number T-0215-09(JM) (hereinafter referred to as "piggyback contract"; and

**WHEREAS**, the Nassau County Purchasing Policy allows piggybacking off of another county or municipal governmental entity for the same commodity or service; and

**WHEREAS**, the vendor has issued a statement of willingness to honor for Nassau County the same prices under the same terms and conditions as indicated in the resultant contract, purchasing agreement, purchase order, etc.; and

**WHEREAS**, the County through due diligence has reviewed for piggybacking the following: a review of the competitive bidding or proposal process used by Hillsborough County, Florida to ensure that it is, at the least, similar to that required by the County's purchasing policy; the invitation to bid or RFP; the number of responses submitted; the selected vendor's response; the resultant contract, purchasing agreement, purchase order, etc., as the county's purchase must be pursuant to identical terms; and


**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Vendor shall honor for Nassau County the same prices under the same terms and conditions as indicated in the Award Bid No. T-0215-09(JB), attached hereto as Attachment "A" and incorporated by reference as if fully set forth herein.

2. Notwithstanding any other provision of the piggyback contract to the contrary:


a. The term of this agreement shall be two (2) years beginning March 29, 2010 and ending March 28, 2012. This agreement contains no renewals.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



EDWARD SEALOVER  
Its: County Coordinator (designee)

Nestle Waters North America, Inc.

  
By: Abear Z. Tazier  
Its: Key Account Sales Manager

STATE OF Florida  
COUNTY OF Duval

Before me personally appeared, Abear Zaghlood Tazier, who is personally known OF produced FL DLT 260-019-80-915-0 as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18 day of March, 2010.

  
Notary Signature

Notary-Public-State of Florida at large  
My Commission expires: Sep 30, 2010



LILIAN DAWD  
MY COMMISSION # DD 583979  
EXPIRES: September 30, 2010  
Bonded Thru Budget Notary Services

Attachment "A"  
To the Agreement for Bottle Water CM1565  
Nestle Water North America, Inc.

Piggyback Agreement  
Hillsborough County  
Contract #T 0215-09(JM)



The Healthy Hydration Company™

Charlotte Young  
Nassau County-Contract Manager  
96135 Nassau Place, Ste 6  
Yulee, FL 32097

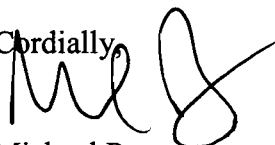
To Whom It May Concern:

This letter is to inform you that Nestle Waters North America has agreed to extend Nassau County the same pricing awarded to Hillsborough County pursuant to bid (Award Bid No. T-0215-09(JM)). Nestle Waters was awarded the Hillsborough County bid on 9/16/2009.

Per bid documents (bid # T-0215-09) page 15 line item #19:

**Optional Provision For Other Agencies:** Unless otherwise stipulated by bidder, the bidder agrees to make available to all government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said government entity desire to buy under this proposal.

Again, Nestle Waters extends their bid pricing and looks forward to servicing Nassau County.

Cordially,  


Michael Perez  
North Florida Zone Sales Development Manager

**Estimate Only**

Zepherhills Calculations					
	93- OCB	89 J.C.	88- JSPGC	92 HCH	
Bottles	67	60	36	15	
12 Months	804	720	432	180	
Cost per	\$ 2.35	\$ 2.35	\$ 2.35	\$ 2.35	
5000 Cone Cups	\$ 1,889.40	\$ 1,692.00	\$ 1,015.20	\$ 423.00	
Case of Cups	\$ 44.79	\$ 44.79	\$ 44.79	\$ 44.79	
# Of Case	2.0	3.0	3.0	1.0	
Total Cups	\$ 89.58	\$ 134.37	\$ 134.37	\$ 44.79	
Estimated	93- OCB	89 J.C.	88- JSPGC	92 HCH	
TOTAL	\$ 1,978.98	\$ 1,826.37	\$ 1,149.57	\$ 467.79	\$ 5,422.71
2-Year	\$ 3,957.96	\$ 3,652.74	\$ 2,299.14	\$ 935.58	\$ 10,845.42

Per Mike at Heritage paper we ordered over the past twelve months 9 cases of cone cups

Contract Name: Bottled Water Service Contract Value: \$10,846.00

Brief Description: Pricing as listed per the Hillsborough County Contract #T 0215-09 (JM), Bottle Water, to Nestle Waters North America, Inc. Estimated annually expense for bottled water and cone cups for all locations total \$5,423.00 2 year Agreement estimated expense of \$ 10,846.00

Contract Dates April 1, 2010 to March 31, 2012 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other Piggyback

**If Processing an Amendment:**

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6**

Funding Line Item # 552000 in the following accounts:

01188519, 01193519, 01192712, 01189712

1. Daniel Salmo 2-26-10  
Department Head Signature Date
2. Charlotte E. Young 3-1-10  
Contract Management Date
3. [Signature] 3-2-10  
County Attorney (approved as to form only) Date
4. [Signature] 3/10/10  
Office of Management & Budget Date

Funding Source/Acct #

Comments: \_\_\_\_\_

**COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL**

[Signature] 3/10/10  
Edward Sealover Date

RECEIVED  
CONTRACT MANAGEMENT  
2010 MAR - 1 AM 10: 44

**RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

RECEIVED  
CONTRACT MANAGEMENT  
2010 MAR 12 AM 10: 12



# Agenda Item Cover Sheet

Agenda Item N<sup>o</sup> A-39

Meeting Date September 16, 20

Consent Section

Regular Section

Public Hearing

**Subject:**

Award Bid No. T-0215-09(JM), Bottled Water, to Nestle Waters North America, Inc.

Department Name: Procurement Services

Contact Person: Lu Banks, Director

Contact Phone: 301-7090

**Sign-Off Approvals:**

**Eric Johnson** 09/04/2009  
Assistant County Administrator Date

**Lula F. Banks** 09/03/2009  
Department Director Date

**Eric Johnson** 09/04/2009  
Management and Budget - Approved as to Financial Impact Accuracy Date

**Sacha Brown-Taylor** 09/03/2009  
County Attorney - Approved as to Legal Sufficiency Date

**Staff's Recommended Board Motion:**

Award Bid No. T-0215-09(JM), Bottled Water, to Nestle Waters North America, Inc., in the amount of \$142,147.80 for various departments. This contract will be in effect for a two-year period beginning on the effective date shown on the purchase order. There will be sufficient funds in the various departments' operating budgets. Purchase orders will be issued only against approved budgets.

**Financial Impact Statement:**

There will be sufficient funds in the various departments' operating budgets. Purchase orders will be issued only against approved budgets.

**Background:**

The purpose of this contract is for the purchase of bottled water for various departments county wide. The bottled water will be ordered on an as needed basis. The purchase of bottled water will be in accordance with BOCC policy 10.03.00.00. This bid contains no renewals. This is a Hillsborough County Governmental Purchasing Council bid.

**DELEGATIONS:**

[Y]Unilateral change orders up to \$25,000 to Director of Procurement Services, Provisions, Part B, Item



17

[Y] Unilateral extensions to Director of Procurement Services, Provision, Part A, Item 23

[N] Unilateral renewals to County Administrator, Provision, \_\_\_\_\_

[N] Additional Purchase Options to Director of Procurement Services, Provision \_\_\_\_\_

List Attachments:

Bid Summary

Bid Number: T-0215-09 (JM)  
 Title: Bottled Water  
 Bid Opening Date: 6/26/09  
 Legal Ad: 6/05/09 (Florida Sentinel)

**Bid Summary**  
 Hillsborough County  
 Department of Procurement Services

Procurement Analyst: Jock McGlathery  
 Opened By: Jock McGlathery  
 Read By: Jock McGlathery  
 Tabbed By: Molly Fleming

Item Number	Description	Unit of Measure	Est Qty	DS WATERS OF AMERICA, INC. TAMPA, FL		NESTLE WATERS NORTH AMERICA, INC. GREENWICH, CT	
				Unit Price	Extended Price	Unit Price	Extended Price
1.A	Rental of Cold Water Dispenser (Monthly Charge - 24 months)	MO	98	\$0.00	\$0.00	\$0.00	\$0.00
B	Rental of Hot and Cold Water Dispenser (monthly charge)	MO	50	\$0.00	\$0.00	\$0.00	\$0.00
3	Bottle Drinking Water - Five (5) Gallon Jug	JUGS	19,000	\$2.33	\$44,270.00	<del>\$2.35</del>	<del>\$44,650.00</del>
D	Bottled Drinking Water 21-25 oz. Bottles 24 Bottles per Case	CS	10,000	\$5.65	\$56,500.00	<del>\$5.90</del>	<del>\$59,000.00</del>
E	Purchase of Cups, 12 oz	SLEEVE	19,400	\$2.20	\$42,880.00	<del>\$1.83</del>	<del>\$37,442.00</del>
F	Purchase 7 oz Plastic Cups <sup>8oz</sup>	SLEEVE	70	\$2.28	\$159.60	<del>\$0.88</del>	<del>\$62.50</del>
G	Purchase 9 oz Plastic Cups	SLEEVE	50	\$2.39	\$119.50	\$1.87	\$93.50 <sup>†</sup>
<b>Total Net Bid Price (All Items)</b>				\$143,729.10		\$142,147.80	
<b>Bid Security Required x No</b>							

See email

\*

40 Sleeves of 25 Cups in a case.

Hillsborough County  
Florida  
Board of County Commissioners



18TH FL  
Department of Procurement Services  
www.hillsboroughcounty.org/procurementservices  
procurementservices@hillsboroughcounty.org  
Phone: 813-272-5790 Fax: 813-272-6290

HILLSBOROUGH COUNTY  
BLANKET PURCHASE ORDER

11 July  
PAGE: 1 Harris

DATE: 10/05/2009  
\*\* ORIGINAL \*\*

BP NUMBER: BPCW09000512

NESTLE WATERS NORTH AMERICA INC 6403 HARNEY ROAD TAMPA, FL 33610	CONTRACTOR TEL: (813) 620-6837 CONTRACTOR FAX: (813) 620-6862
( ISSUING AGENCY ) PROCUREMENT SVCS-TERM CONTRACTS SECTION  601 E KENNEDY BLVD, 18TH FL TAMPA, FL 33602	ITB #: ITCW09000252 F.O.B: DESTINATION  PAYMENT TERMS : NET  CONTRACT PERIOD FROM : 09/24/2009 THROUGH: 09/23/2011
PROCUREMENT ANALYST: JOCK MC GLATHERY	PHONE NO: (813) 301-7069
VENDOR ID: 943027237 01	MAX CONTRACT AMOUNT: \$142,147.80

BLANKET PO TITLE: WATER, BOTTLED DRINKING

THIS IS NOT A PURCHASE ORDER. DO NOT DELIVER OR SHIP AGAINST THIS BLANKET PURCHASE ORDER (BPO). This BPO authorizes the future issuance of release purchase orders. Refer to the enclosed terms and conditions for additional instructions.

ITEM	COMMODITY ID	SCHEDULE ID	UNIT PRICE	U/M	MINIMUM QTY	MAX QTY
	COMMODITY DESC	SCHEDULE DESC				

\*\*CONSUMER'S CERTIFICATE OF EXEMPTION # 85-8012622015C-2 EFFECTIVE 11/30/2004\*\*

001	962-94-90	BASE	2.3500	JU		2.99
ENTIRE STATE OR SINGLE PRICE SCHEDULE						

WATER SERVICES, BOTTLED

BRAND NAME : FIVE GALLON JUG  
PRODUCT # : 5-GALLON

PER BID 0215-09(JM)

002	962-94-90	BASE	5.9900	CA		6.99
ENTIRE STATE OR SINGLE PRICE SCHEDULE						

WATER SERVICES, BOTTLED

BRAND NAME : 24 BOTTLES PER CASE  
PRODUCT # : 24 OZ BOTTLES

PER BID T-0215-09(JM)

(CONTINUED ON NEXT PAGE)

PLEASE ENTER THIS ORDER SUBJECT TO THE TERMS AND CONDITIONS HEREON AND ON REVERSE

- The Purchase Order number must be included with all deliveries, invoices, packing slips and correspondence.
- TAXES: Counties are exempt from Federal Taxes on Transportation charges and any Federal Excise Tax (No. 59-6000661). If you are to prepay charges, do not pay tax as County will not reimburse you for taxes paid.
- Questions concerning delivery of this order should be directed to the Department Contact shown on the order. Other questions should be submitted to the Department of Procurement Services, P.O. Box 1110, Tampa, FL 33601.
- Goods or services provided without a Purchase Order will not be an obligation of Hillsborough County.



HILLSBOROUGH COUNTY  
BLANKET PURCHASE ORDER

PAGE: 2

DATE: 10/05/2009  
\*\* ORIGINAL \*\*

BP NUMBER: BPCW09000512

ITEM	COMMODITY ID COMMODITY DESC	SCHEDULE ID SCHEDULE DESC	UNIT PRICE	U/M	MINIMUM QTY	MAX QTY
003	962-94-90	BASE ENTIRE STATE OR SINGLE PRICE SCHEDULE	1.9300	SL		

WATER SERVICES, BOTTLED

BRAND NAME : PLASTIC FLAT BOTTOM CUPS 12 OZ.  
PRODUCT # : 50/SLEEVE - 40 SL/CS

PER BID T-0215-09(JM)

004	962-94-90	BASE ENTIRE STATE OR SINGLE PRICE SCHEDULE	.8900	SL		
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WATER SERVICES, BOTTLED

BRAND NAME : 7 OZ PLASTIC CUPS  
PRODUCT # : 25/SLEEVE - 40SL/CS

PER BID T-0215-09(JM)

005	962-94-90	BASE ENTIRE STATE OR SINGLE PRICE SCHEDULE	1.8700	SL		
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WATER SERVICES, BOTTLED

BRAND NAME : 9 OZ PLASTIC CUPS  
PRODUCT # : 50/SL - 20 SL/CS

PER BID T-0215-09(JM)

ADDITIONAL INFORMATION AND REQUIREMENTS

REQUIREMENTS FOR DEPARTMENT(S):  
FIRE RESCUE DEPT. BELINDA MCKNIGHT 813-272-6600  
JUDICIAL BRANCH CONNIE SANTIAGO 813-272-6168  
PUBLIC WORKS DEBBIE RHOADS 813-307-1910

IN ACCORDANCE WITH BID NUMBER: T-0215-09(JM)  
TITLE: BOTTLED WATER

AWARDED BY THE BOCC 09/16/09, AGENDA ITEM NUMBER: A-39

FOR THE PERIOD: 09/24/2009 THROUGH 09/23/2011

THIS BLANKET PURCHASE ORDER IS ISSUED TO COVER SUCH PORTION OF THE COUNTY'S REQUIREMENTS OF THE MATERIALS OR SERVICES LISTED HEREON FOR THE PERIOD STATED HEREIN, AS THE AUTHORIZED COUNTY REPRESENTATIVE MAY FROM TIME TO TIME SPECIFY IN RELEASE PURCHASE ORDERS. THE RELEASE PURCHASE ORDERS SHALL REFERENCE THE BLANKET PURCHASE ORDER AND SHALL REQUEST ITEMS LIMITED TO THE BLANKET PURCHASE ORDER.

RELEASE ORDERS, OR FISCAL ENCUMBRANCES ON RELEASE ORDERS, SHALL NOT

(CONTINUED ON NEXT PAGE)

PLEASE ENTER THIS ORDER SUBJECT TO THE TERMS AND CONDITIONS HEREON AND ON REVERSE

1. The Purchase Order number must be included with all deliveries, invoices, packing slips and correspondence.
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3. Questions concerning delivery of this order should be directed to the Department Contact shown on the order. Other questions should be submitted to the Department of Procurement Services, P.O. Box 1110, Tampa, FL 33601.
4. Goods or services provided without a Purchase Order will not be an obligation of Hillsborough County.



HILLSBOROUGH COUNTY  
BLANKET PURCHASE ORDER

PAGE: 3

DATE: 10/05/2009  
\*\* ORIGINAL \*\*

BP NUMBER: BPCW09000512

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EXTEND INTO THE FOLLOWING FISCAL YEAR (NORMALLY OCTOBER 1 THROUGH  
SEPTEMBER 30) EXCEPT AS MAY BE NECESSARY TO AVOID SPLITTING A WEEK  
OR QUARTER ALREADY IN PROCESS.

---

NO SIGNATURE REQUIRED. THIS DOCUMENT  
HAS BEEN ELECTRONICALLY APPROVED.

--- END OF DOCUMENT ---

PLEASE ENTER THIS ORDER SUBJECT TO THE TERMS AND CONDITIONS HEREON AND ON REVERSE

1. The Purchase Order number must be included with all deliveries, invoices, packing slips and correspondence.
2. TAXES: Counties are exempt from Federal Taxes on Transportation charges and any Federal Excise Tax (No. 59-6000661). If you are to prepay charges, do not pay tax as County will not reimburse you for taxes paid.
3. Questions concerning delivery of this order should be directed to the Department Contact shown on the order. Other questions should be submitted to the Department of Procurement Services, P.O. Box 1110, Tampa, FL 33601.
4. Goods or services provided without a Purchase Order will not be an obligation of Hillsborough County.



Hillsborough County Department of Procurement Services  
601 E. Kennedy Blvd. County Center. 18th Floor  
P.O. Box 1110  
Tampa, FL 33601

Telephone (813) 272-5790  
FAX (813) 272-6290  
<http://www.hillsboroughcounty.org/procurementservices>

## PROCUREMENT SUMMARY AND REGISTRATION

This form provides a brief summary of this procurement and is to be used to register as a prospective bidder/proposer.

**In order to receive notice of any changes or addenda to these documents, you MUST register using this form. Please mail or FAX the completed form to the Department of Procurement Services as soon as possible.**

**Document Number:** T-0215-09(JM)

**Title:** Bottled Water

**Description:** This document describes the requirements of Hillsborough County for the procurement of Bottled Water.

**Pre-Bid/Proposal Conference:** N/A

**Procurement Submittal Deadline:** June 19, 2009, at 2:00 p.m., County Center,  
18<sup>th</sup> Floor Conference Room A

**For additional information, contact:** Jock McGlathery, Sr. Procurement Analyst  
Telephone: 813-301-7069

**Special Instructions:** None

*Hillsborough County supports the growth and development of small, minority and women owned businesses in the County's procurement and contracting activities. For more information contact the Economic Development Department at County Center, 13th FL, 601 E. Kennedy Blvd.; P.O. Box 1110; Tampa, FL 33602, (813) 272-5969.*

**BIDDER/PROPOSER REGISTRATION**  
**FAX OR MAIL THIS FORM BACK IMMEDIATELY**

**FAX: (813)-272-6290**

***Use this form to register as a potential bidder or proposer for this procurement. Only registered vendors will be faxed courtesy notices of changes or addenda to these procurement documents. Vendors will not receive addenda notification if they fail to provide a valid fax number. Carefully complete this form and mail or Fax it to the Department of Procurement Services. You must submit one form for each procurement that you are registering for. FAILURE TO INCLUDE AN ADDENDUM IN YOUR BID/PROPOSAL MAY RESULT IN THE REJECTION OF YOUR BID/PROPOSAL.***

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

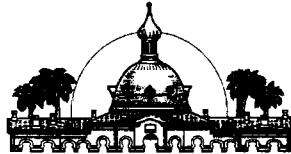
City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail (optional) \_\_\_\_\_

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# HILLSBOROUGH COUNTY

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## INVITATION TO BID

**BID NO. T-0215-09(JM)**

**Bottled Water**

**DEPARTMENT**

**Court Administrator**

BOARD OF COUNTY COMMISSIONERS  
DEPARTMENT OF PROCUREMENT SERVICES

Lula F. Banks, Ed.D., CPPO, CPPB  
Director of Procurement Services

**Jock McGlathery**  
**Sr. Procurement Analyst**

EMAIL: [procurementservices@hillsboroughcounty.org](mailto:procurementservices@hillsboroughcounty.org)

601 E. KENNEDY BLVD., COUNTY CENTER, 18TH FLOOR  
P. O. BOX 1110  
TAMPA, FLORIDA 33601

TELEPHONE: (813) 272-5790

FAX NUMBER: (813) 272-6290

WEB SITE: <http://www.hillsboroughcounty.org/procurementservices>



**STATEMENT OF "NO BID"**  
**HILLSBOROUGH COUNTY**  
**DEPARTMENT OF PROCUREMENT SERVICES**  
P.O. Box 1110, Tampa, Florida 33601

Bid Number: T-0215-09(JM)

Title: Bottled Water

**IMPORTANT NOTICE TO VENDORS:** If you do not intend to submit a bid/proposal and wish to continue to receive notice of Hillsborough County procurements, you must return this Statement of "No Bid." Persons or businesses who fail to respond with a bid or this Statement of "No Bid" to three (3) consecutive solicitations may be removed from the County's vendor list.

If you elect not to submit a bid/proposal, please indicate the reason below and either fax this form to 813-272-6290 or mail it to the above address.

- We do not offer this product/service or an equivalent
- Our schedule would not permit us to perform
- Insufficient time to respond to solicitation
- Unable to meet specifications
- Specifications not clear
- Unable to meet bond and/or insurance requirements
- Specifications "too tight"/restrictive (i.e. geared to specific brand or manufacturer)
- Subcontractor (submitted bid to General Contractor)
- Other (please explain): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

HILLSBOROUGH COUNTY, FLORIDA

BID NUMBER: T-0215-09(JM)

TITLE: Bottled Water

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**HILLSBOROUGH COUNTY DEPARTMENT OF PROCUREMENT SERVICES**  
**601 E. KENNEDY BLVD., 18TH FLOOR - COUNTY CENTER**  
**P.O. BOX 1110, TAMPA, FL 33601**  
**INSTRUCTIONS TO BIDDERS**  
**SPECIFICATIONS**  
**BID PROPOSAL**

**BID NO.:** T-0215-09(JM)  
**TITLE:** Bottled Water  
**BID OPENING:** June 19, 2009 at 2:00 P.M. AT THE DEPARTMENT OF PROCUREMENT SERVICES,  
601 E. KENNEDY BLVD., 18TH FLOOR, COUNTY CENTER, TAMPA, FLORIDA

**PART A - COMMODITIES**  
**INSTRUCTIONS TO BIDDERS**

**GENERAL TERMS AND PROVISIONS:**

**1. BIDS:**

- (a) The herein included Instructions to Bidders, (Part A); the Specifications, (Part B); and the Bid Proposal, (Part C); together with all attached documents therein identified, constitute the entire "Bid Package" (Contract Documents) concerning this present bid matter. Said bid package must be the basis upon which all bid proposals are offered and the same (the entire bid package) should be kept together and returned intact (sealed from public view) to Hillsborough County's Director of Procurement Services at the time and place therein specified. The Bidder must manually sign the Bid Proposal (Part C). Electronic or faxed bids will not be considered.
- (b) Prices (bid proposals) must be quoted only upon the bid proposal form Bid Proposal, (Part C) herewith provided and no other bid proposal will be accepted. Sealed bid proposals may not be amended or otherwise changed by any writing placed outside the sealed bid package; except, however, any such written "outside" communication by a Bidder shall be construed by Hillsborough County as indicating a withdrawal of the proffered sealed bid to which the communication relates (thereby causing the Bidder to have issued "no bid" for consideration by Hillsborough County): All prices quoted are to be FOB Tampa, Florida.
- (c) As applies to this present bid matter, the Bidder is hereby directed to cause delivery of his proposal (leave bid package intact) to Hillsborough County's Director of Procurement Services, 601 E. Kennedy Blvd., 18th Floor, County Center, Tampa, FL 33602, prior to the bid opening time which is 2:00 p.m.

The delivery of said bid to the Director of Procurement Services prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the bidder. The Director of Procurement Services will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. All bid proposals must be manually and duly signed by an authorized corporate officer, principle, or partner (as applicable). All bid proposals must be marked: "SEALED BID FOR BID NO. T-0215-09(JM) TITLE: Bottled Water

TO BE OPENED AT THE HILLSBOROUGH COUNTY DEPARTMENT OF PROCUREMENT SERVICES,  
601 E. KENNEDY BLVD., 18TH FLOOR, COUNTY CENTER, TAMPA, FLORIDA

Bid proposals must be signed by the Bidder with his/her signature in full. When a firm is a Bidder, the bid proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is a Bidder, the officer signing shall set out the corporate name in full beneath which he shall sign his name and give title of his office. The bid proposal shall also bear the seal of the corporation. Anyone signing the bid proposal as agent must file with it legal evidence of his authority to do so.

- (d) The Bidder is solely responsible for reading and completely understanding the requirements and the specifications of the items bid. The bid opening time must be and will be scrupulously observed. Under no circumstances will bid proposals delivered after the delivery time specified be considered. Late bid proposals will not be accepted.

- (e) Bid proposals may be withdrawn on written or telegraphic requests dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for the opening of bid proposals; provided, however, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for the opening of bid proposals. Except as specifically provided herein, Bidders may not modify their bids after the appointed bid opening time. Negligence on the part of the Bidder in preparing his/her bid proposal confers no right of withdrawal or modification of his/her bid proposal after such bid proposal has been opened by County staff at the appointed time and place. Bidders may not withdraw or modify their bid proposals after the appointed bid proposal opening time. Said Bid Proposals shall be in force for a period of not less than ninety (90) days after the bid opening time. Further said Bid Proposal shall continue in force after said ninety (90) day period, until thirty (30) days following the date of receipt by County of written notice from the Bidder of his/her intent to withdraw his/her bid proposal, or until the date specified in said written notice as the expiration date of the Bid Proposal, whichever is later. The aforementioned Bid Proposal times will remain in effect irrespective of whether an award has theretofore been made by Hillsborough County. Notwithstanding the provisions of the preceding sentence, the Bidder may extend his/her Bid Proposal at any time prior to the scheduled expiration thereof. Bidders may not assign or otherwise transfer their Bid Proposals prior to or after the Bid Proposal opening time.
- (f) At the time and place fixed for the opening of bid proposals (see above), every bid proposal properly delivered within the time fixed for receiving bid proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present, in person or by representative.
- (g) No interpretation of the meaning of the specifications, or other contract documents will be made to any Bidder orally. Every request for such interpretation must be in writing, addressed to the Director of Procurement Services. To be given consideration, such requests must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted on the Department of Procurement Services' website at <http://www.hillsboroughcounty.org/procurementservices>, at least five (5) days prior to the date fixed for the opening of bids. Failure of a Bidder to receive any such addendum or interpretation shall not relieve said Bidder from an obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents.

**2. LICENSING:**

Bidder shall be properly licensed for the appropriate category of work specified in this solicitation. All Bidders are requested to submit any required license(s) with their response to this solicitation. License(s) must be effective as of the solicitation opening date and must be maintained throughout the life of the contract. Failure to be properly licensed as stated above will result in the rejection of the bid as non-responsive.

**3. IRS FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:**

All Bidders are requested to complete and submit the attached W-9 form with their response to this solicitation.

**4. HILLSBOROUGH COUNTY BUSINESS TAX:**

All Bidders are requested to submit a copy of their Hillsborough County Business Tax Receipt with their response to this solicitation, if applicable. The Business Tax Receipt must be current as of the opening date of this solicitation.

**5. TAXES:**

State sales tax and Federal Excise taxes cannot be included, as Hillsborough County is tax exempt. The Director of Procurement Services of Hillsborough County will sign exemption certificates submitted by the successful Bidder.

**6. BID ERRORS:**

Where bid proposals have erasures or corrections, such erasure or correction must be initialed **in ink** by the Bidder. In case of unit price contracts, if an error is committed in the extension of any item the unit price as shown in the Contract Documents will govern.

7. **DEVIATIONS:**

As concerns this present bid matter, all bid proposals must clearly and with specificity detail all deviations to the exact requirements imposed upon the Bidder by the Instructions to Bidders, (Part A); and the Specifications, (Part B). Such deviations must be stated upon the Bid Proposals, (Part C); otherwise, Hillsborough County will consider the subject bid proposals as being made in strict compliance with said instructions to Bidders, (Part A); and the Specifications, (Part B); the Bidder being held therefore accountable and responsible. Bidders are hereby advised that Hillsborough County will only consider bid proposals that meet specifications and other requirements imposed upon them by this bid package. In instances where a deviation is stated upon the Bid Proposals, (Part C), said bid proposals will be subject to rejection by Hillsborough County in recognition of the fact that said bid proposal does not meet the exact requirements imposed upon the Bidder by the Instructions to Bidders, (Part A); and the Specifications (Part B); except, however, said bid proposals may not be subject to such rejection where, at the sole discretion of Hillsborough County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the bid process by affecting the amount of the bid proposal such that an advantage or benefit is gained to the detriment of the other Bidders.

8. **NO BID:**

Any firm, corporation, business, or individual not submitting a bid for this solicitation should submit a completed Statement of "No Bid" form. The form is located at the front of this bid package and can also be obtained on Procurement Services' website at [www.hillsborougcounty.org/procurementservices/nob](http://www.hillsborougcounty.org/procurementservices/nob). Firms who fail to respond with either a bid or a Statement of "No Bid" to three consecutive solicitations may be removed from the County's vendor list. The Statement of "No Bid" must be received by the bid opening date and time.

9. **CONDITIONS OF MATERIALS AND PACKAGING:**

In instances where the Specifications, (Part B) make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the successful Bidder pursuant to the requirements imposed upon said Bidder by this bid package, will be NEW and in FIRST CLASS CONDITION; all related containers being new and suitable for storage and shipment; all prices including the cost of standard commercial packaging. Successful Bidders will be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

10. **BRAND NAMES, ETC:**

In instances where the Specifications, (Part B) make this subject applicable, any use therein of brand names, manufacturer's names, trade names, information and/or catalog numbers are so used for the purpose of providing description and for establishing acceptable quality levels. Such references are not intended for the purpose of placing restrictions upon Bidders (other than as to quality) and Bidders may propose and describe upon the bid proposal form (Part C) deviations believed to be equal or better than the otherwise imposed requirement: provided however, at the sole discretion Hillsborough County, said County may determine whether such deviations are or are not, in fact, deviations from said imposed requirements. In instances where a deviation is stated upon the Bid Proposals, (Part C), said bid proposals will be subject to rejection by Hillsborough County in recognition of the fact that said bid proposal does not meet the exact requirements imposed upon the Bidder by the Instructions to Bidders, (Part A), and the Specifications, (Part B); except, however, said bid proposal may not be subject to such rejection where, at the sole discretion of Hillsborough County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the bid process by affecting the amount of the bid proposal such that an advantage or benefit is gained to the detriment of the other Bidders.

11. **REQUESTED INFORMATION AND DESCRIPTIVE LITERATURE:**

Bidders must furnish all requested information in the spaces provided on the bid proposal form (Part C). Additionally, where required pursuant to the provisions of this bid package, Bidders must submit with their bid proposal - cuts sketches, descriptive literature and/or complete specifications relative to the items proposed and offered; references to previously submitted material concerned with previous bid proposals not being acceptable to Hillsborough County.

**12. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):**

In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all OSHA requirements; the Bidder's signature upon the bid proposal for (Part C) being by this reference considered a certification of such fact.

**13. DELIVERY TIME/LIQUIDATED DAMAGES:**

Bidders are hereby advised that if the Specifications (Part B) so indicated, liquidated damages at the rate and in the amount given are to be assessed against the successful Bidder not complying with a stated delivery time or performance time (or similar stated information).

**14. NO ASSIGNMENT OF CONTRACT:**

As concerns this present bid matter, and unless the Specifications, (Part B) indicate otherwise, no successful Bidder may make any assignment of the resulting contractual agreement between the parties, in whole or in part, without the prior written authorization as may be given at the sole discretion of Hillsborough County.

**15. AWARD OF CONTRACT/REJECTION OF BIDS:**

A contract will be awarded by the Board of County Commissioners of Hillsborough County to the responsible Bidder submitting the lowest and best bid proposal in compliance with the Specifications, (Part B) and other requirements imposed by this bid package, provided said bid proposals is considered (within the sole discretion of said Board) reasonable and in the best interest of Hillsborough County to accept. The successful Bidder to whom a contract is awarded will be so notified by Hillsborough County at the earliest practical date. The Board of County Commissioners of Hillsborough County, however, at its sole discretion, reserves the right to reject any and all bid proposals and to waive any informality concerning bid proposals whenever such rejection or waiver is in the best interest of Hillsborough County and when the same is in conformance with standard competitive sealed bid procedure. Hillsborough County, likewise, reserves the right to reject the bid proposal of any Bidder who has previously failed to perform properly or complete on time, contracts of similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregard obligations to subcontractors, suppliers, or employees.

Hillsborough County reserves the right to award on an item by item basis or on an overall basis, whichever is in the best interest of Hillsborough County.

**16. STATEMENT OF ASSURANCE:**

The successful Bidder shall comply with the following Statement of Assurance:

During the performance of this Contract, the CONTRACTOR herein assures the COUNTY, that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the CONTRACTOR does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY, that said CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

**17. HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE:**

If award of this present bid matter amounts to \$10,000 or more, the successful Bidder shall comply with any requirements imposed by the Hillsborough County Equal Opportunity Clause, attached hereto.

**18. AFFIRMATIVE ACTION BUSINESS ENTERPRISE PROGRAM:**

Hillsborough County hereby notifies all Bidders that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded a full opportunity to participate in any award made by Hillsborough County pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex or national origin.

Hillsborough County prohibits any person involved in Hillsborough County contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

**19. INDEMNIFICATION CLAUSE: (PATENT or COPYRIGHT)**

The CONTRACTOR shall indemnify and hold harmless, and defend the COUNTY and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by CONTRACTOR during or after completion of the Work. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the County.

**20. INDEMNIFICATION CLAUSE: (GENERAL LIABILITY)**

The CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands expenses or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the CONTRACTOR, or anyone performing any act required of CONTRACTOR in connection with performance of the Contract awarded pursuant to this bid. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the COUNTY.

**21. PUBLIC ENTITY CRIMES STATEMENT:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Additionally, pursuant to COUNTY policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

**22. DRUG FREE WORKPLACE PROGRAM:**

Pursuant to Section 287.087, Florida Statutes, Bidders may submit with their bids a certificate certifying that they have implemented a drug free workplace program. If two or more bids are equal in price, quality, and service, preference will be given in the award process to the Bidder who has furnished such certification with their bid. Certificate forms are available from the Department of Procurement Services', website at <http://www.hillsboroughcounty.org/procurementservices>.

**23. SUPPLEMENTAL UNILATERAL RENEWAL PERIODS:**

The COUNTY, through the Director of Procurement Services, has the option and reserves the right to unilaterally extend this contract or renewal period for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the County's intent to renew shall be provided by the COUNTY in writing to the CONTRACTOR prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

**24. BID RESULTS:**

Preliminary Bid results are available on the Department of Procurement Services' website at <http://www.hillsboroughcounty.org/procurementservices>. The bid results can be viewed on the Notice of Bids page by clicking on the "view archived bids and tabulation" link.

25. **MAINTENANCE OF RECORDS:**

The CONTRACTOR will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of six (6) years from the date of termination of this contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this contract and during the period of six (6) years thereafter. This six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The COUNTY, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

26. **HAND SANITIZER ORDINANCE (05-8):**

Pursuant to Hillsborough County Ordinance 05-8, as amended, every Portable Restroom in service in Hillsborough County which does not have a hand washing facility located within the Portable Restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the Portable Restroom or immediately adjacent to the Portable Restroom. The Contractor is solely responsible for ensuring that any and all Portable Restrooms owned or leased by the Contractor are in compliance with the ordinance.

27. **SOLID WASTE REMOVAL AND DISPOSAL**

Pursuant to Hillsborough County Ordinance 96-34, as amended, all solid waste accumulated as a result of this contract that the Contractor is required to remove and dispose, which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Solid Waste Management Department at (813) 272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Hillsborough County Ordinance 96-34, as amended.



## HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE. During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) **General.** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical handicap. The CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) **Recruitment.** The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap or marital status.
- (3) **Unions.** The CONTRACTOR will send, to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) **Compliance Reports.** The CONTRACTOR will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the CONTRACTOR has complied or is complying with these requirements. The CONTRACTOR will permit access to his books, records and accounts by Hillsborough County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the CONTRACTOR and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.
- (5) **Sanctions.** In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.
- (6) **Subcontractors.** The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract under this contract so that such provisions will be binding upon each subcontractor. The CONTRACTOR will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance.
- (7) **Federal Requirements.** In the event this contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

## APPLICABLE STATUTES, ORDERS AND REGULATIONS

### FEDERAL

- Section I of the Fourteenth Amendment to the United States Constitution.
- Title VI of the Civil Rights Act of 1964.
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 1975.
- Civil Rights Acts of 1866 and 1870.
- Standards for a Merit System of Personnel Administration, 45 CFR 70.
- Revised Order Number 4, 41 CFR 60-2.10.
- Rehabilitation Act of 1973, P.L. 93-112.
- Interagency Agreement dated March 23, 1973.
- Executive Order 11914, Non-discrimination with Respect to the Handicapped in Federally Assisted Programs.
- Age Discrimination Act of 1967, P.L. 94-135
- Civil Rights Act of 1968, P.L. 90-284
- Veterans Readjustment Act.
- Section 14001 of the Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
- Office of Management and Budget Circular 102, Attachment O.
- Age Discrimination in Employment Act, as amended.
- Civil Rights Restoration Act of 1987.
- Federal Civil Rights Act of 1991.
- Americans with Disabilities Act
- General Accounting Procedures, 45 CFR, Part 74 and/or Part 92
- Clean Air Act, 42 USC 1857(h), section 306
- Clean Water Act, 33 USC 1368, section 508
- Executive Order 11738
- Environmental Protection Agency Regulations, 40 CFR, Part 15

### STATE

- State Constitution, Preamble and Article I, Section 2 protects citizens from discrimination because of race, national origin, or religion, national origin, sex or physical disability.
- Florida Statutes, Chapter 112.042, requires non-discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
- Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
- Florida Statutes Chapter 413.08, prohibits discrimination against the handicapped in employment.
- Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
- Florida Civil Rights Act of 1992, as amended

### HILLSBOROUGH COUNTY

- Hillsborough County Ordinance #00-37, (Human Rights Ordinance) prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.
- Hillsborough County Ordinance #83-9, (Homerule Charter) Article IX, Section 9.11, provides that no person shall be deprived or any right because of race, sex, age, national origin, religion, handicap, marital status, or political affiliation.

(Rev 02-01)

**PART B  
SPECIFICATIONS**

- 1) **PURPOSE:** The purpose of these specifications are to describe the requirements for Hillsborough County Departments purchase of Bottled Water.
- 2) **OBTAINING CLARIFICATION AND ADDITIONAL INFORMATION:**
  - a) Potential bidders/proposers are instructed not to contact Hillsborough County employees regarding this project with the exception of employees of the Department of Procurement Services. Potential bidders/proposers requesting clarification, or additional information, should contact the Department of Procurement Services by the following methods:
    - i) Telephone: (813) 272-5790;
    - ii) Facsimile: (813) 272-6290;
    - iii) E-mail: [procurementservices@hillsboroughcounty.org](mailto:procurementservices@hillsboroughcounty.org)
- 3) **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the Vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
- 4) **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon availability of funding. Furthermore, during the contract period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such contract after providing the Vendor no less than twenty-four (24) hours written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Vendor for any authorized goods or services provided prior to the Vendor's receipt of the aforesaid termination notice.
- 5) **FAILURE TO PERFORM:** If, during the term of this contract, the Vendor/Contractor refuse or otherwise fail to perform any of its obligations under the contract, the County reserves the right to:
  - a) Obtain the goods or services from another Vendor/Contractor; and/or
  - b) Terminate the contract; and/or
  - c) Suspend/Debar the Vendor from bidding on Hillsborough County procurements/contracts for a period of up to 24 months and/or
  - d) Pursue any and all other remedies available to the County.
- 6) **TERMINATION FOR CONVENIENCE:** Hillsborough County reserves the right, when the best interest of the County requires so, to terminate this contract in whole or in part, for the convenience of the County. Notification of termination shall be provided in writing (certified mail), issued by the Department of Procurement Services.
- 7) **PAYMENT SCHEDULE:** As established by Florida Statute 218.74 (2), payment for the purchase or lease of goods and services shall be made within forty-five (45) days after the date a proper invoice is presented for payment to the BOCC Accounting Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer. If payment is not made within the time specified by law, interest will be paid to the vendor in accordance with Florida Statute 218.74 (4).
- 8) **FACILITIES INSPECTION:** The County reserves the right, prior to award of any contract, to inspect the Bidder's facility and place of business to determine that he/she has a regular, bona fide established business that is presently a going concern and is likely to continue as such, and is capable of providing the bid item(s), or services, including any later warranty service, or replacement parts support as may be required.
- 9) **EQUIPMENT DEMONSTRATION:** The County reserves the right to require a demonstration of equipment as proposed. Each bidder shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the bidder and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its staff members attending such demonstration. Equipment demonstration may be of vendor-owned equipment or third-party-owned equipment. Failure on the bidders' part to provide the equipment demonstration as described may result in the rejection of their bid and/or suspension from consideration for award of bids or contracts for a period not to exceed 24 months.

**PART B  
SPECIFICATIONS**

- 10) **INSPECTION OF SAMPLES:** After the bid opening, the County reserves the right to review and inspect representative samples of the products being proposed by the apparent low responsive bidder. At the County's option, this inspection may take place locally at the vendor's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred by the vendor in the qualification of its products or company.
- 11) **UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The County reserves the right to reject any bid in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the County is excessively priced, and reserves the right to obtain that item from another source.
- 12) **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of the first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
- 13) **TERM CONTRACTING PROVISIONS:**
- a) **CONTRACT TERM:** This bid will be in effect for a two (2)-year period from the date of award, or from expiration of the current award, or approval of post-award requirements, or when a significant portion of contract funds have been exhausted and/or any remaining funds are insufficient to order reasonable quantities.
- b) **ORDERING:** The County shall issue a BLANKET PURCHASE ORDER (BPO) to cover any supplies or services to be furnished under this Contract. The using departments will then issue RELEASE PURCHASE ORDERS (POs) against the BPO on an as-needed basis. The Vendor shall deliver ONLY upon receipt of a RELEASE PO. Such orders shall be issued only during the Contract Term.
- 14) **BASIS FOR AWARD (Overall Low):** Award of this contract will be made to the responsive, responsible bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single vendor.
- 15) **NOTICE OF AWARD:** By submitting a bid proposal, the Bidder declares that they understand and agree that this bid proposal, specifications, provisions, terms and conditions of same, shall become a valid contract between Hillsborough County and the undersigned upon notice of award by the issuance of a Purchase Order by Hillsborough County.
- 16) **TIME OF DELIVERY:** Hillsborough County will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified in sub-paragraph A below, and in Part C, Bid Proposal. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified in this solicitation, **will be subject to rejection.** The County reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required in this solicitation. If the offeror proposes no other delivery schedule, the required delivery schedule will apply.
- a) Delivery **must be not later than 3 business days after receipt of a Purchase Order.** Freight shall be F.O.B. destination to the ship address requested by the ordering County department. The Contractor shall be responsible for all freight charges.

**ADDITIONAL DELIVERY INFORMATION:**

Certain County buildings have restricted access. Listed below are guidelines for those buildings:

- 801 Twiggs Street (Courthouse Annex): For delivery the vendor will have to go to the George Edgecomb Building (800 Twiggs St) and pass through security (most likely at the rear of the building where the Security office is located). A security officer will direct the vendor to the appropriate area

**PART B  
SPECIFICATIONS**

- 700 Twiggs Street: deliveries will have to be coordinated with security services
- 800 Kennedy Blvd (County Center Building): deliveries will have to be coordinated with security services.
- 419 Pierce Street: At this time the building is closed. However, bidders are advised specific delivery requirements may be implemented at a future date.

Bidders are advised that deliveries to these locations may take longer due to these security concerns.

- 17) **ADMINISTRATIVE INCREASE IN AWARD AMOUNT:** Without invalidating the Agreement, the County, through its Director of Procurement Services, reserves the right to, at any time or from time to time, enter into change orders (the cumulative total of which shall not exceed \$25,000.00), for additions, deletions, or revisions in the goods or services to be rendered under this Agreement. Once the \$25,000.00 cap is reached, all other additions, deletions, or revisions to the contract shall be at the sole discretion of Hillsborough County, and may be subject to approval by the Board of County Commissioners. In the case of multiple-term contracts, this provision shall apply separately to each term.
- 18) **COPIES:** Bidders are requested to submit an ORIGINAL AND ONE COPY of their proposal (**Part C of the bid document**). Also any manufacturer's SPECIFICATION SHEETS, BROCHURES, or other PRINTED supporting documents should be submitted in duplicate.
- 19) **OPTIONAL PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the bidder, the bidder agrees to make available to all government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal.
- 20) **PURCHASING COUNCIL: REFERENCE LAWS OF FLORIDA 69-1112 AND 69-1119:** The submission of any bid in response of this advertised request constitutes a bid for the Governmental Purchasing Council of Hillsborough County, made under the same conditions, for the same contract price, and for the same effective period as this bid, to all public entities in Hillsborough County. (SEE ATTACHMENT 1)
- a) Any Hillsborough County public entity may elect to utilize this bid at their option. All Hillsborough County public entities will issue their own purchase orders and coordinate the delivery locations and quantities with the successful bidder(s).
- b) Hillsborough County Government will not be responsible for any transactions between the successful bidder(s) and Hillsborough County public entities that may elect to utilize this bid. All terms, prices and conditions of this bid will apply between the bidder(s), and any other Hillsborough County public entities utilizing this bid. NOTE: THE QUANTITIES ESTIMATED IN THIS BID ARE FOR HILLSBOROUGH COUNTY ONLY.
- 21) **DETAILED SPECIFICATIONS:** Refer to the following pages.

**PART B  
SPECIFICATIONS**

**SECTION 2 – TECHNICAL SPECIFICATIONS:**

**DETAILED SPECIFICATIONS:**

- A. **DEPOSIT:** Hillsborough County will not pay deposits on dispensers or bottles. The County will, however, protect the contractor against loss of, damage to, or failure to return, dispensers or bottles to the extent of the current replacement cost of the equipment at the time of loss or damage. Bids containing a deposit requirement will be considered non-responsive.
- B. The Contractor will be responsive for maintenance and repair of all rental dispensers. Some County departments own their dispensers, and will consequently be responsible for maintenance and repair of them.
- C. Regardless of consumption, all sites must be serviced by the Contractor at least once every two weeks.
- D. Bottled water ordered on this contract will be for the purpose of human consumption. Contractor must be able to provide the County, it and when requested, a sample analysis which has been performed by a laboratory that is certified by the State of Florida for that analysis group.
- E. Cups: Bidders should indicate the number of cups contained per sleeve and the number of sleeves per case for the types of cups specified:
- 7 oz plastic cup
  - 9 oz plastic cup
  - 12 oz plastic cup

There shall be no more than 1,000 cups per carton.

- F. **PROJECTED USE:** It is anticipated that the County will purchase dispensers over the course of this contract, in place of the rental units. The County reserves the right to modify or reduce service, as needed, and to purchase dispensers from State of Florida Contract or competitive quotation, whichever it may deem to be in its best interest. Award of this contract implies no obligation whatsoever on the part of the County to purchase dispensers, if and when needed, from the Contractor.

**PART C**  
**BID PROPOSAL**

**BID NO.**        **T-0215-09(JM)**

**TITLE:**         **Bottled Water**

By signing this bid proposal, the undersigned affirms that said bid proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a bid proposal for the same purpose and that this bid proposal is in all respects fair and without collusion of fraud. The undersigned understands that this bid proposals must be signed in ink and that an unsigned bid proposal will be considered incomplete and subject to rejection by Hillsborough County.

SUBJECT TO THE DEVIATION STATED IN THE PARAGRAPH BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING INSTRUCTIONS TO BIDDERS, (PART A); AND THE SPECIFICATIONS, (PART B); SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS BID PROPOSAL. ALSO, THE UNDERSIGNED (BIDDER), BY THE SIGNATURE EVIDENCED, AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) RESULTING OUT OF ANY ALLEGED INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS HELD BY OTHERS AS ARISES OUT OF THE BIDDER'S PERFORMANCE OF ANY CONTRACT AWARDED BY THE COUNTY PURSUANT TO THIS BID MATTER.

**\*\*\* use BLACK INK ONLY \*\*\***

**ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS BID PROPOSAL TO BE CONSIDERED BY HILLSBOROUGH COUNTY:**

Deviations: NOTE - Any representation (below) of deviation(s) may cause this bid proposal to be rejected by Hillsborough County. All Bidders should carefully read paragraph 7 of Instructions to Bidders, (Part A).

The following represents every deviation (itemized by number) to the foregoing Instructions to Bidders, (Part A), and the Specifications, (Part B), upon which this bid proposal is based, to wit:

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ADDENDUM

HILLSBOROUGH COUNTY  
DEPARTMENT OF PROCUREMENT SERVICES  
P.O. BOX 1110  
601 E. KENNEDY BLVD., 18TH FLOOR  
TAMPA, FLORIDA 33601

BID NO. T-0215-09(JM)  
ADDENDUM NO. 1  
DATE 6/18/09  
PAGE 1 OF 2

**TO BIDDER:** This Addendum is an integral part of the bid package under consideration by you as a bidder in connection with the subject matter identified below. Hillsborough County deems all sealed bid proposals to have proffered in recognition and consideration of the entire bid package - including all issued addenda. For purposes of clarification, receipt of this Addendum by a bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid proposal at bid opening.

If the Bid Proposal has already been received by the Hillsborough County Department of Procurement Services, BIDDER should return this ADDENDUM in a separate sealed envelope which is clearly marked with the BID TITLE, BID NUMBER AND OPENING DATE AND TIME, stated as follows:

BID TITLE: Bottled Water

BIDS WILL BE OPENED AT 2:00 P.M. ON June 26, 2009 at the Hillsborough County Department of Procurement Services, 601 E. KENNEDY BLVD., 18TH FLOOR 33602.

REASON FOR ISSUANCE OF THIS ADDENDUM: THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT BID MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED.


1) Bid Opening. The time and date has been changed to June 26, 2009 @ 2.00 P.M. The Place remains unchanged.

2) Part C, page 2, Bid Proposal has been changed to read as follows:

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

**Nestle Waters North America Inc.**

TYPE OR PRINT COMPANY NAME  
777 W. Putnam Ave.  
ADDRESS GREENWICH, CT 06830  
203-531-4100  
TELEPHONE NUMBER

  
AUTHORIZED SIGNATURE (BIDDER)  
**EXECUTIVE VICE-PRESIDENT**  
TITLE OF PERSON SIGNING ABOVE  
6-23-09  
DATE



**PART C  
BID PROPOSAL**

Item #	Description	Quantity	Unit Price	Extension
1. A	Rental of Cold Water Dispenser (monthly charge).	98 X	\$ <u>0</u> /MO X 24 Monthly rental (Per unit)	= \$ <u>0</u> Months
B.	Rental of Hot and Cold Water Dispenser (monthly charge).	50 X	\$ <u>0</u> /MO X 24 Monthly rental (Per unit)	= \$ <u>0</u> Months
C.	Bottled Drinking Water Five (5) gallon jug	19,000 Jugs X	\$ <u>2.35</u> /EA	= \$ <u>44,650.00</u>
D.	Bottled Drinking Water 21-25 oz. Bottles 24 Bottles per Case Number of oz per Bottle: Price per Ounce: <u>\$ .0103993</u> Price per Bottle: <u>\$ 1.249</u> Price per Case: <u>\$ 5.99</u> Note: Price per ounce will be the basis for award.	10,000 Cases X	\$ <u>5.99</u> /CS	= \$ <u>59,900.00</u>
E.	Purchase of Cups, 12 oz Estimated quantity of 19,400 is estimated number of sleeves. Cups may be ordered either by the sleeve or the case. Number of cups per sleeve for 12oz plastic flat bottom cup: <u>50</u> Number of sleeves per case: <u>20</u>	19,400 X	\$ <u>1.93</u> /Sleeve	= \$ <u>37,442.00</u>
F.	Purchase 7 oz plastic cups Estimated quantity of 70 is estimated number of sleeves. Cups may be ordered either by the sleeve or the case. Number of cups per sleeve for 7.0 oz plastic flat bottom cup: <u>25</u> Number of sleeves per case: <u>40</u>	70 X	\$ <u>1.89</u> /Sleeve	= \$ <u>62.30</u>
G.	Purchase 9 oz plastic cups Estimated quantity of 50 is estimated number of sleeves. Cups may be ordered either by the sleeve or the case. Number of cups per sleeve for 9 oz plastic flat bottom cup: <u>50</u> Number of sleeves per case: <u>20</u>	50 X	\$ <u>1.87</u> /Sleeve	= \$ <u>93.50</u>
<b>TOTAL NET BID PRICE (ALL ITEMS)</b>			\$ <u>142,147.80</u>	

**PART C  
BID PROPOSAL**

**3. SERVICE AND PARTS LOCATION:**

NAME OF DEALER: Nestle Waters North America, Inc  
ADDRESS: 6403 Harney Rd  
Tampa, FL 33610

**4. SUBCONTRACTORS:** List the names, addresses, and phone numbers of all subcontractors which you may utilize to perform this contract. No change in sub-contractors, as listed, will be allowed without the written approval of Hillsborough County (Attach Separate Sheet, if necessary)

Name of Subcontractor: NOT Applicable  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Name of Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_

**5. REQUIRED SUPPORTING DOCUMENTATION:** The following required information (submitted in duplicate) is included and made part of this bid proposal:

- Manufacturer's Specification Sheets/Brochures,
- Current Occupational License,
- Workers' Compensation Certificate or Workers' Compensation Waiver,
- Completed IRS Form "W-9",
- Applicable Trade License(s),
- Other: \_\_\_\_\_

**6. I HAVE COMPLIED WITH ALL THE SPECIFICATIONS IN PART B OF THIS BID. (CHECK ONE)**

- YES  
 NO

IF NO, I HAVE IDENTIFIED THE DEVIATIONS OR NON-COMPLIANCE HERE IN PART C. NOTE: PURSUANT TO THE TERMS AND CONDITIONS, FAILURE TO MEET OR EXCEED SPECIFICATIONS MAY RESULT IN REJECTION OF YOUR BID SEE PART A, PARAGRAPH 4 OF BID PACKAGE

\*\*\*\*\*NOTICE\*\*\*\*\*

ADDING YOUR OWN TERMS AND CONDITIONS MAY CAUSE YOUR BID TO BE REJECTED. REFER TO PART A - INSTRUCTIONS TO BIDDERS, GENERAL TERMS AND PROVISIONS, ITEM 1(b).

PART C

VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUESTED IN ORDER THAT YOUR BIDS MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: Nestle Waters North America Inc.  
LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 23+ years  
BUSINESS ADDRESS: 777 W. PUTNAM AVE., GREENWICH, CT  
06830  
HOW LONG IN PRESENT LOCATION: 20 years  
TELEPHONE NUMBER: 203-531-4100 FAX NUMBER: 203-863-0250  
E-MAIL ADDRESS: Patrick.BASS@waters.nestle.com  
INTERNET SITE ADDRESS: WWW.NESTLE-WATERSNA.COM  
CONTACT PERSON TO PLACE ORDERS: PATRICK BASS PHONE: 813-318-2146

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

- |   |  |
|---|--|
| <u>Florida Department of Environmental Protection</u><br>COMPANY<br><u>Tallahassee FL 32399</u><br>ADDRESS<br><u>850-245-8406</u><br>TELEPHONE<br><u>Mark Bardolph</u><br>CONTACT | <u>Raymond James and Associates National</u><br>COMPANY<br><u>St. Petersburg, FL 33716</u><br>ADDRESS<br><u>727-567-4247</u><br>TELEPHONE<br><u>Mark Hamilton</u><br>CONTACT |
|---|--|
- |  |   |
|--|---|
| <u>Home Shopping Network</u><br>COMPANY<br><u>St. Petersburg, FL 33729</u><br>ADDRESS<br><u>727-872-5765</u><br>TELEPHONE<br><u>Andrew Gulsky</u><br>CONTACT | <u>Walt Disney World</u><br>COMPANY<br><u>Orlando, FL</u><br>ADDRESS<br><u>407-828-1509</u><br>TELEPHONE<br><u>Brenda Am Rhein</u><br>CONTACT |
|--|---|

**PART C  
BID PROPOSAL  
SIGNATURE PAGE**

- A. Name of Bidder: Nestle Waters North America Inc.  
(TYPED OR PRINTED: FIRM, CORPORATION, BUSINESS OR INDIVIDUAL)
- B. Our local (to Tampa, Florida) business address is:  
6403 Harney Rd.  
TAMPA, FL 33610
- C. Federal ID Number 94-3027237
- D. Our primary business address is:  
777 W. PUTNAM AVE., GREENWICH, CT 06930
- E. Our present business phone number is: 813-318-2146
- F. Our present fax number is: 813 620-6862
- G. Our present e-mail address is: PATRICK.BASS@WATERS.NESTLE.COM
- H. Our business has been under its present name since: MAY 1, 2002

At this present time we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in the bid package.

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into
- (2) That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.
- (4) That no officer or employee or person whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal; in the performance of the Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

BIDDER:

By:

J. Mark Evans (SEAL)  
(Authorized Signature signed in ink)

J. Mark Evans  
(Printed Name of Signer)

EXECUTIVE VICE-PRESIDENT  
(Title of Signer)

6-23-09  
(Date Signed)

Bid Number: T-0215-09 (JM)  
 Title: Bottled Water  
 Bid Opening Date: 6/25/09  
 Legal Ad: 6/05/09 (Florida Sentinel)

**Bid Summary**  
 Hillsborough County  
 Department of Procurement Services

Procurement Analyst: Jock McGlathery  
 Opened By: Jock McGlathery  
 Read By: Jock McGlathery  
 Tabbed By: Molly Fleming

Item Number	Description	Unit of Measure	Est Qty	DS WATERS OF AMERICA, INC.		NESTLE WATERS NORTH AMERICA, IN C.	
				TAMPA, FL		GREENWICH, CT	
				Unit Price	Extended Price	Unit Price	Extended Price
1.A	Rental of Cold Water Dispenser (Monthly Charge - 24 months)	MO	98	\$0.00	\$0.00	\$0.00	\$0.00
B	Rental of Hot and Cold Water Dispenser (monthly charge)	MO	50	\$0.00	\$0.00	\$0.00	\$0.00
3	Bottle Drinking Water - Five (5) Gallon Jug	JUGS	19,000	\$2.33	\$44,270.00	\$2.35	\$44,850.00
D	Bottled Drinking Water 21-25 oz. Bottles 24 Bottles per Case	CS	10,000	\$5.65	\$56,500.00	\$5.99	\$59,900.00
E	Purchase of Cups, 12 oz	SLEEVE	19,400	\$2.20	\$42,880.00	\$1.93	\$37,442.00
F	Purchase 7 oz Plastic Cups	SLEEVE	70	\$2.28	\$159.60	\$0.99	\$69.30
G	Purchase 9 oz Plastic Cups	SLEEVE	50	\$2.39	\$119.50	\$1.87	\$93.50
<b>Total Net Bid Price (All Items)</b>				<b>\$143,729.10</b>		<b>\$142,147.60</b>	
<b>Bid Security Required x No</b>							

ATTACHMENT 1

**INSURANCE REQUIREMENTS**

**Contractor's Liability Insurance:**

The CONTRACTOR shall procure and maintain in force such insurance as will protect him from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the CONTRACTOR'S operations under the Contract Documents, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the CONTRACTOR will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation as found in paragraph 5 of Section B immediately below.

**Insurance Required:**

**A. General**

Before starting and until acceptance of the Work by the COUNTY, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraphs B. (1) through (4) below. All policies of insurance under this contract shall include as additional insured Hillsborough County and its employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

**B. Coverage**

The CONTRACTOR shall procure and maintain in force during the life of this contract the following types of insurance coverage written on standard forms and placed with insurance carriers acceptable to the County and approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. **Worker's Compensation Insurance** - The CONTRACTOR shall procure and shall maintain in force during the life of this Contract, Workers' Compensation Insurance providing statutory benefits, including those that may be required by an applicable federal statute, for all of his employees to be engaged in work on the project under this Contract. In case any class of employee engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation statute, the CONTRACTOR shall provide employer's liability insurance for all said employees.

a. Employer's Liability:

<u>\$100,000.00</u>	Limit each Accident
<u>\$500,000.00</u>	Limit Disease Aggregate
<u>\$100,000.00</u>	Limit Disease each Employee

2. **Commercial General Liability Insurance** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

a. General Aggregate:	<u>\$500,000.00</u>
Products and Completed Operations:	<u>\$500,000.00</u>
Personal and Advertising Injury:	<u>\$N/A</u>
Each Occurrence:	<u>\$500,000.00</u>
Fire Damage (anyone fire):	<u>\$N/A</u>

## ATTACHMENT 1

3. **Automobile Liability Insurance** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include: **Proof of Auto Liability Only, Add'l Insured Waived**
  - a. \$500,000.00 combined single limits each accident, for bodily injury and property damage liability.
  - b. Owned Vehicles
  - c. Hired and Non-owned Vehicles
  - d. Employer Non-ownership
  - e. Garage Keepers Liability:
  
4. **Professional Liability:**
  - a. Minimum limits of \$N/A per claim.
  - b. Notice of cancellation and or restrictions: The policy must be endorsed to provide the county with forty-five days notice of cancellation and/or restrictions.
  
5. **Builder's Risk:** [ ] is/ [X] is not required. **Installation Floater:** [ ] is/ [X] is not required. If required, maximum deductible: \$N/A. The policy should be issued for the cost of construction only. Labor and fees should not be included in the amount of coverage.
  
6. **Pollution Liability:** \$N/A per occurrence.
  
- 7) **Certificate of Insurance and Copies of Policies** - Certificates of Insurance furnished by Hillsborough County evidencing the insurance coverage specified in the previous paragraphs B. 1. through 4. inclusive, and on request of the COUNTY certified copies of the policies required shall be filed with the Risk Management Division of the COUNTY on a timely basis. The required Certificates of Insurance not only shall list Hillsborough County as additional insured, for the operations of the CONTRACTOR under this contract (excluding the worker's compensation, automobile liability, and professional liability policies) and shall name the types of policies provided and shall refer specifically to this Contract.

If the initial insurance expires prior to the completion of the Contract, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

The required limits for insurance may be achieved through a combination of primary and umbrella policies.

These policies will provide that: the insurer(s) waive their rights of subrogation against the Hillsborough County Board of Commissioners, their officials, employees, agents, and consultants.

**Cancellation** - Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, insurer will not cancel same until at least **forty-five (45)** days prior written notice has been given to the below named certificate holder. This prior notice provision is a part of each of the above described policies.

**Project Title:** Bottled Water

**Reviewed, Risk Management Division:**

Michael J. McNabb, Manager

**Signature**

**DATE:** May 14, 2009

**ATTACHMENT 2**

**CERTIFICATE OF LIABILITY INSURANCE**

**Date:**

<b>Producer, Address, Telephone No.</b>	<b>Insurers Affording Coverage</b>
	Insurer A:
	Insurer B:
<b>Insured, Address</b>	Insurer C:
	Insurer D:
	Insurer E:

**This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is further certified that these policies have been endorsed to provide that they will not be cancelled or changed so as to reduce the described coverages until 30 days after written notice of such cancellation or change has been delivered to the certificate holder at the address shown below.**

Insr Ltr	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
	<b>General Liability</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit Applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc				Each Occurrence    \$ Fire Damage    \$ Personal & Advertising Injury    \$ General Aggregate    \$ Products – Completed Operations Aggregate    \$ \$
	<b>Automobile Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> <input type="checkbox"/>				Combined Single Limit (Each Accident)    \$ Bodily Injury (Per Person)    \$ Bodily Injury (Each Accident)    \$ Property Damage (Per Accident)    \$
	<b>Garage Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/>				Auto Only – Ea Acc    \$ Other than Auto Only:    \$ Aggregate    \$
	<b>Excess Liability</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible <input type="checkbox"/> Retention \$				Each Occurrence    \$ Aggregate    \$ \$ \$
	<b>Workers' Compensation and Employer's Liability</b>				<input type="checkbox"/> WC Statu- <input type="checkbox"/> Oth- tory Limits    er    \$ E. L. Each Accident    \$ E. L. Disease – Ea Emp    \$ E. L. Disease – Pol Limit    \$
	<b>Other</b>				\$

- Contractual Liability Coverage is Included in listed General and Auto Liability Policies.
- "Hillsborough County, a political subdivision of the state of Florida" has been named as an Additional Insured on the listed General, Auto and Aircraft Liability Policies.
- Listed General Liability Policies include a Separation of Insureds (severability of interests) provision.
- Other Provisions/Limitations/Conditions:

<b>Certificate Holder:</b> (813-635-8276)  Hillsborough County Risk Management Division 3629 Queen Palm Drive Tampa, FL 33619	Authorized Representative: _____  Signature _____
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## ATTACHMENT 3

### HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL

**City of Tampa**

306 E. Jackson St.  
Tampa, FL 33602  
Phone: (813) 274-8353  
FAX: (813) 274-8355  
[www.tampagov.net](http://www.tampagov.net)

**Hillsborough County School Board**

P. O. Box 3408  
Tampa, FL 33601-3408  
Phone: (813) 272-4329  
FAX: (813) 272-4007  
[www.sdhc.k12.fl.us](http://www.sdhc.k12.fl.us)

**City of Tampa Housing Authority**

808 North Rome Avenue  
Tampa, FL 33607  
Phone: (813) 253-0551  
FAX: (813) 251-4522  
[www.thafl.com](http://www.thafl.com)

**City of Plant City**

P. O. Drawer C  
Plant City, FL 33564  
Phone: (813) 659-4200  
FAX: (813) 659-4232  
[www.plantcitygov.com](http://www.plantcitygov.com)

**Hillsborough Community College**

39 Columbus Dr.  
Tampa, FL 33606  
Phone: (813) 253-7060  
FAX: (813) 253-7561  
[www.hcc.cc.fl.us](http://www.hcc.cc.fl.us)

**Tampa Palms Community Dev. Dist.**

16311 Tampa Palms Blvd W  
Tampa, FL 33607  
Phone: (813) 977-3933  
Fax: (813) 977-6571  
[www.tpoa.net](http://www.tpoa.net)

**City of Temple Terrace**

P. O. Box 16930  
Temple Terrace, FL 33687  
(813) 989-7100  
FAX: (813) 989-7185  
[www.templeterrace.com](http://www.templeterrace.com)

**Hillsborough County  
Board of County Commissioners**

601 E. Kennedy Blvd., 18th Floor  
P. O. Box 1110, Tampa, FL 33601-1110  
Phone: (813) 272-5790  
FAX: (813) 272-6290  
[www.hillsboroughcounty.org](http://www.hillsboroughcounty.org)

**Tampa Port Authority**

1101 Channelside Drive  
Tampa, FL 33602  
Phone: (813) 905-5164  
FAX: (813) 905-5109  
[www.tampaport.com](http://www.tampaport.com)

**Clerk of Circuit Court**

601 E. Kennedy Blvd.-13th Floor  
P.O. Box 1110  
Tampa, FL 33601  
Phone: (813) 276-8100 Ext.7721  
FAX: (813) 272-5521  
[www.hillsclerk.com](http://www.hillsclerk.com)

**Hillsborough County Sheriff**

P. O. Box 3371  
Tampa, FL 33601-3371  
Phone: (813) 247-8029  
FAX: (813) 247-8246  
[www.hcso.tampa.fl.us](http://www.hcso.tampa.fl.us)

**Tampa Sports Authority**

4201 N. Dale Mabry Hwy.  
Tampa, FL 33607  
Phone: (813) 673-4300  
FAX: (813) 673-4312  
[www.tampasportsauthority.com](http://www.tampasportsauthority.com)

**Expressway Authority**

1104 E. Twiggs St., S-300  
Tampa, FL 33602  
Phone: (813) 272-6740  
FAX: (813) 273-3730  
[www.tampa-xway.com](http://www.tampa-xway.com)

**State Attorney's Office**

South Annex Tower  
800 E. Kennedy Blvd. 5<sup>th</sup> Floor  
Tampa, FL 33602  
Phone: (813) 274-1998  
FAX: (813) 272-7014  
[www.sao13th.com](http://www.sao13th.com)

**Tax Collector**

601 E. Kennedy Blvd., 14th Floor  
Tampa, FL 33602  
Phone: (813) 307-6222  
FAX: (813) 307-6521  
[www.hillstax.org](http://www.hillstax.org)

**Hills. Area Regional Transit Authority**

4305 E. 21st Avenue  
Tampa, FL 33605  
Phone: (813) 623-5835  
FAX: (813) 664-1119  
[www.hartline.org](http://www.hartline.org)

**Property Appraiser**

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 272-6100  
FAX: (813) 272-5519  
[www.hcpafl.org](http://www.hcpafl.org)

**The Children's Board of Hills. County**

1002 E. Palm Avenue  
Tampa, FL 33605  
Phone: (813) 229-2884  
FAX: (813) 228-8122  
[www.childrensboard.org](http://www.childrensboard.org)

**Hillsborough County Aviation Authority**

P. O. Box 22287  
Tampa International Airport  
Tampa, FL 33622-2287  
Phone: (813) 870-8730  
FAX: (813) 875-6670  
[www.tampaairport.com](http://www.tampaairport.com)

**Supervisor of Elections**

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 276-8274  
FAX: (813) 272-7043  
[www.votehillsborough.org](http://www.votehillsborough.org)

**Hillsborough County Purchasing Council bids may be available to all chartered municipalities, local public agencies, boards, and other authorities existing in Hillsborough County.**

# Substitute W-9

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

#### Florida Statute 119.071(5); collection of Social Security Numbers

Hillsborough County Clerk of the Circuit Court collects your social security number (TIN) for the purpose of tax reporting to the Department of the Treasury, Internal Revenue Service (IRS). Florida Statute 119.071(5) requires that the county notify you in writing of the reason for collecting this information which will be used for no other purpose than herein stated.

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantial similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



## Suzie Fontes

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**From:** Snober,Abear,JACKSONVILLE,Sales [Abear.Snober@waters.nestle.com]  
**Sent:** Friday, February 26, 2010 10:08 AM  
**To:** Suzie Fontes  
**Subject:** RE: Hillsborough Bid

Good Morning Suzie,

Per our conversation this morning, the bid quote for the cone cups are \$1.79/sleeve and 200 come in each sleeve. In each, there are 25 sleeves that total 5000 cups which comes out to be \$44.75 each case. Please let me know if you need any additional information from me.

Thanks,

*Abby Snober-Tozier*

**Key Account Sales Manager**  
**Zephyrhills Natural Spring Water Company**  
abear.snober@waters.nestle.com  
office:904.268.5152 ext. 224  
cell 904.237.6933  
fax:904.268.1781

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**From:** Suzie Fontes [mailto:sfontes@nassaucountyfl.com]  
**Sent:** Wednesday, February 24, 2010 9:50 AM  
**To:** Snober,Abear,JACKSONVILLE,Sales  
**Cc:** Charlotte Young  
**Subject:** RE: Hillsborough Bid

On the cups: The quote says 7oz, so the 8oz replaces them correct? And are these in sleeves of 70 or a different quantity.

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**From:** Snober,Abear,JACKSONVILLE,Sales [mailto:Abear.Snober@waters.nestle.com]  
**Sent:** Wednesday, February 24, 2010 9:41 AM  
**To:** Suzie Fontes  
**Subject:** RE: Hillsborough Bid

Good Monrning Ms. Fontes,

Thank you for your prompt response. It was also a pleasure for me to me all of you yesterday as well. As I had promised yesterday just wanted to let you know that there are 1000 cups that come in a case. In addition they are not 7oz cups they will actually be 8oz cups so that you get an extra ounce. Please let me know if you need any additional information from me. I will start gathering all this information and get everything together for the transition in a few weeks.

Thanks again,

*Abby Snober-Tozier*

**Key Account Sales Manager**  
**Zephyrhills Natural Spring Water Company**  
abear.snober@waters.nestle.com

office:904.268.5152 ext. 224  
cell 904.237.6933  
fax:904.268.1781

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**From:** Suzie Fontes [mailto:sfontes@nassaucountyfl.com]  
**Sent:** Wednesday, February 24, 2010 9:12 AM  
**To:** Snober,Abear,JACKSONVILLE,Sales  
**Subject:** FW: Hillsborough Bid

Good Morning Abby,

I have updated our location list and attached it for you. I also placed a call to our courthouse to see if there are additional coolers needed for this site, the Facilities Supervisor will call me and let me know after he checks with the judges and clerk.

The locations that I have listed on the attached spreadsheet are to be billed to us. I would like just one monthly, that indicates all the locations and there delivery for that period. Let me know if this is agreeable.

Bill to:

Nassau County BOCC-Maint. Dept.  
76347 Veterans Way Suite 4000  
Yulee, Florida 32097

I hope to have an update count of the coolers for you later today  
Great to meet with you yesterday.

---

**From:** Charlotte Young  
**Sent:** Tuesday, February 02, 2010 9:59 AM  
**To:** Suzie Fontes  
**Subject:** FW: Hillsborough Bid

Response to information you requested

---

**From:** Snober,Abear,JACKSONVILLE,Sales [mailto:Abear.Snober@waters.nestle.com]  
**Sent:** Tuesday, February 02, 2010 9:54 AM  
**To:** Charlotte Young  
**Subject:** RE: Hillsborough Bid

Good Morning Charlotte,

Sorry for the delay I was out of the office yesterday, however to answer your question, the water under the Hillsborough contract is Spring water. It wouldn't make a difference if you preferred purified because it would still be the same price, however spring is considered the premium brand and usually cost a bit more to get. Though in this situation it doesn't pertain since we would offer both to you for the same price.

Thanks,

*Abby Snober-Tozier*

2/26/2010

**Key Account Sales Manager**  
**Zephyrhills Natural Spring Water Company**  
abear.snober@waters.nestle.com  
office:904.268.5152 ext. 224  
cell 904.237.6933  
fax:904.268.1781

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**From:** Charlotte Young [mailto:cyoung@nassaucountyfl.com]  
**Sent:** Monday, February 01, 2010 12:49 PM  
**To:** Snober,Abear,JACKSONVILLE,Sales  
**Subject:** Hillsborough Bid

The Building Maintenance Department had a question: Is the water covered under the Hillsborough contract spring water or purified water? or does it make a difference?

2/26/2010

**Suzie Fontes**

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**From:** Snober,Abear,JACKSONVILLE,Sales [Abear.Snober@waters.nestle.com]  
**Sent:** Wednesday, February 24, 2010 9:52 AM  
**To:** Suzie Fontes  
**Subject:** RE: Hillsborough Bid

Yes maam the 8oz replaces the 7oz cups and there are 40 sleeves of 25cups in a case.

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**From:** Suzie Fontes [mailto:sfontes@nassaucountyfl.com]  
**Sent:** Wednesday, February 24, 2010 9:50 AM  
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**Sent:** Monday, February 01, 2010 12:49 PM  
**To:** Snober,Abear,JACKSONVILLE,Sales  
**Subject:** Hillsborough Bid



703 —

**Charlotte Young**

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**From:** Snober, Abear, JACKSONVILLE, Sales [Abear.Snober@waters.nestle.com]  
**Sent:** Tuesday, February 09, 2010 10:47 AM  
**To:** Charlotte Young  
**Subject:** RE: Hillsborough Bid  
**Attachments:** Hillsborough Bid

Good Morning Charlotte,

Here is the paper work that Mike sent me from Tampa, also spoke to him regarding the letter said he will have it for me by tomorrow. Please let me know if you need anything else.

Thanks,

**Abby Snober-Tozier**

**Key Account Sales Manager**  
**Zephyrhills Natural Spring Water Company**  
abear.snober@waters.nestle.com  
office: 904.268.5152 ext. 224  
cell 904.237.6933  
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