

CONTRACT APPROVAL FORM

RECEIVED
CONTRACT MANAGEMENT

(Contract Management Use only)
CONTRACT TRACKING NO.
CM1837

2012 MAR 22 AM 10:07

CONTRACTOR INFORMATION

Name: Nestle Waters North America Inc.

Address: 6403 Harney Road Tampa FL 33610

Contractor's Administrator Name: Abby Snober -Tozier Title: Key Account Sales Manager

Tel#: 904-268-5152 ext 224 Fax#: 904-268-1781 Email: abear.snober@water.nestle.com

CONTRACT INFORMATION

Contract Name: Bottled Water Service Contract Value: _____

Brief Description: Pricing as listed per the Pasco County Bid Number 12-039-DR for Bottle Water, with Nestle Waters North America, Inc.

Contract Dates March 29, 2012 to March 28, 2013 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

1. Danew J May 3-21-2012
Department Head Signature Date
2. Charlotte Young 3-29-12
Contract Management Date
3. [Signature] 3-30-12
County Attorney (approved as to form only) Date
4. [Signature] 4.2-12
Office of Management & Budget Date

Funding Line Item # 552000 in the following accounts:
01188519, 01193519, 01192712, 01189712
Funding Source/Acct #
Include departments we do not maintain the budget:
Animal Control, Libraries and Emergency Operations.

Comments: _____

manager
COUNTY COORDINATOR – FINAL SIGNATURE APPROVAL
[Signature] 4/3/12
Ted Selby Date

RECEIVED
CONTRACT MANAGEMENT
2012 APR -3 PM 2:15

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

12 MAR 30 PM 1:00
RECEIVED

AGREEMENT FOR BOTTLED WATER

(Piggyback Agreement pursuant to the Nassau County Purchasing Policy)

THIS AGREEMENT entered into this 3rd day of April, 2012 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**, located at 6403 Harney Road, Tampa, Florida 33610; (hereinafter referred to as "Vendor").

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

WHEREAS, on August 26, 2011, the District School Board of Pasco County received sealed competitive bids for bottled water, Bid Number 12-039-DR; and

WHEREAS, on September 13, 2011, the vendor was awarded the bid for Bottled Water, Bid Number 12-039-DR by the District School Board of Pasco County (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 the District School Board of Pasco County 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 Number 12-039-DR 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 one (1) year beginning March 29, 2012 and ending March 28, 2013, with the option to renew for two, one-year

terms provided all conditions remain the same and
are approved by both parties.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

 4/3/12
TED SELBY, COUNTY MANAGER
Its: Designee

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK- SIGNATURES
CONTINUE ON NEXT PAGE]

NESTLE WATERS NORTH AMERICA

By: [Signature]
Its: Lilio A. ALVAREZ
ZONE SALES Development Manager.

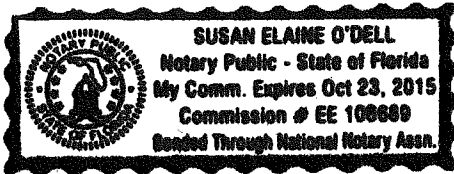
STATE OF FLORIDA
COUNTY OF ORANGE

Before me personally appeared,
LILIO A. ALVAREZ, who is personally known X or
produced _____ 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 14 day of
MARCH, 2012.

[Signature: Susan Elaine O'Dell]
Notary Signature

Notary-Public-State of FLORIDA at large
My Commission expires: 10/23/2015



Dawn Krass

From: Suzie Fontes
Sent: Wednesday, March 21, 2012 8:37 AM
To: Dawn Krass
Subject: Nestle Water Agreement

Good Morning Dawn,

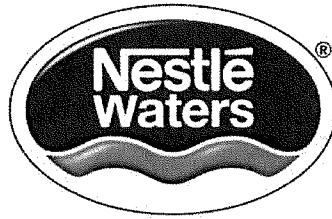
I am sending back the contract with the Contract Tracking form to you today, I did not fill in the Contract Value, I know for our departments we spend an estimated \$4,690.00 on the current contract, I don't know what the values are for the Library's, Emergency Service, Animal Control and any other BOCC departments that are following the agreement.

Suzie Fontes-Office Manager
Nassau County Facilities Maintenance/Parks & Recreation Dept.
45195 Musselwhite Road, Callahan, Fl 32011
Office 904-548-4688 ext 6303 Fax: 904-548-4687

Attachment “A”

Agreement for Bottled Water CM1837
Nestle Water North America

Piggyback Agreement
District School Board of Pasco County
Bid Number 12-039-R



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 District School Board of Pasco County pursuant to bid (Award Bid No. 12-039-DR). Nestle Waters was awarded the District School Board of Pasco County bid on 9/16/2011.

Per bid documents (bid # 12-039-DR) page 17:

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,

A handwritten signature in black ink, appearing to read 'Lilio Alvarez', written over a horizontal line.

Lilio Alvarez
North Florida Zone Sales Development Manager

District School Board of Pasco County Bid Recommendation

Bid Title	Bottle Drinking Water District Wide		Number of Vendors Notified	115
Bid Number	12-039-DR		Number of Bids Distributed	9
Date Solicited	8/11/2011		Number of Vendors Bidding	2
Date Opened	8/26/2011		Number of Formal "No Bid" Responses	0
Date Board Presentation	9/13/2011		Funding Source	General Funds
Total Savings	\$ 2,231.65		Grand Total of Bid	\$ 165,000

Recommendation: Recommend acceptance of bid from Nestle Waters North America as noted on attached bid tabulation sheet as lowest and best bid meeting written specifications.

Term of Contract: This bid is for Bottle Drinking Water that will be utilized throughout the District. This is the first year of a three-year bid, renewable annually by written consent of both parties. The first year of the contract is effective September 17, 2011 through September 16, 2012.

Notations and Exceptions: Recommend acceptance of Nestle Waters North America as lowest and best responsive bid meeting written specifications.

Total savings were determined by averaging all prices and deducting awarded bid.

Offers from the vendors listed herein are the only offers received timely as of the specified opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Bids Evaluated By: Rick Kurtz, Director for Director, Food & Nutrition Services

Bids Prepared By: Debra Reaves, Buyer Assistant

Reviewed and Authorized By: Kendra D. Goodman, CPPO, CPPB, Purchasing Agent

KDGM

SEALED BID – DO NOT OPEN

SEALED BID NO: 12-039-DR

BID TITLE: Bottled Drinking Water – District Wide

DUE DATE/TIME: August 26, 2011 by 2:30 p.m. Local (Pasco)
Time

SUBMITTED BY: Nestle Waters North America

11-08-26-PM01:45:40

JAV

Nestle water



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

PURCHASING DEPARTMENT
Kendra Goodman, CPPO, CPPB, Purchasing Agent
Phone: 813.794.2221 FAX: 813.794.2111
e-mail: kgoodman@pasco.k12.fl.us

To All Interested Parties:

You are hereby invited by the District School Board of Pasco County to bid on the following:

Bid #12-039-DR: Bottled Drinking Water – District Wide

Bids will be accepted, and publicly opened thereafter, at the office of the Purchasing Agent, 20430 Gator Lane, Land O' Lakes, FL 34638-2803 on or until **August 26, 2011 @ 2:30 p.m. Local (Pasco) Time**. Bids will be accepted and publicly opened on **August 26, 2011** if date/time stamped on or before **2:30 pm, date/time stamps of 2:30:01 p.m. or later will be rejected**. A bid is late if the Purchasing Department receives it after the due date and time. A bid shall be deemed received by the School District when it has been physically received by the Purchasing Department staff (dated and time stamped). Delays due to mail handling, including but not limited to the School District's internal mail-handling, will not excuse late delivery of bids. **LATE BIDS WILL BE REJECTED** and returned unopened. Late bids, regardless of reason, will be considered non-responsive. It is solely the vendor's responsibility to ensure its bid is received in the Purchasing Department at the proper time.

The entire bid must be submitted on the enclosed forms, signed by a legal officer of the company, with company name, date, etc., otherwise the bid may be automatically disqualified for failure to properly execute the official bid document. Envelopes must be sealed and clearly marked on the outside "Sealed Bid." A cutout label for this purpose is enclosed. Bids will not be accepted by fax or electronically.

The School Board reserves the right to waive minor formalities in any bid, to accept any bid which they consider to be in the best public interest, and to reject any part of, or any and all bids; alternate bids will be considered. However, awards will be made to the lowest and best, responsive and responsible bidder in the opinion, and at the option, of the Board. Their decision shall be final and conclusive.

All merchandise called for in these specifications shall be delivered in good order, F.O.B. destination (freight prepaid), inside delivery, within the time specified, or will be subject to cancellation. A packing list must accompany all shipments. In addition, the District School Board of Pasco County reserves the option to extend the period and quantities of this bid, or any portion thereof, for an additional time not to exceed 365 days from date of award. This extension, including all terms and conditions of the original bid documents, shall be by mutual agreement in writing.

Notice of award of bid will be available for bidders to download through <http://purchasing.pasco.k12.fl.us/> (under "Vendor Bid"), or bidders may view the official postings in person in the office of the Purchasing Agent. Otherwise, purchase orders will be forwarded to successful bidders as acknowledgement of bid award.

Failure to read or comply with the enclosed general information form in no way relieves the bidders from their liabilities arising hereunder, and no bid may be withdrawn prior to Board approval without written consent by the Purchasing Agent.

Respectfully,

/s/ Kendra Goodman

Kendra Goodman, CPPO, CPPB
Purchasing Agent

KDG/dr

Company Name/Initials Nestle Waters North America

Attachment



Company Name/Initials Nestle Waters North America

District School Board of Pasco County

Page 2 of 18

NOTE: The following instructions have been developed specifically for this bid and may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all bidders are urged to review these instructions, in detail, before submitting their bids. This bid document is the complete and final expression of intention between the parties.

INSTRUCTIONS TO BIDDERS

1. **General Bid Instructions:** These are general instructions for bidding procedures only for the District School Board of Pasco County, Florida, and can be superseded by special instructions and addenda.

The School District shall not be responsible for oral interpretations given by a School District employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretations, clarification or additional information can be given that would change the terms and conditions of the bid. If any addenda are issued to this bid, a notice will be reflected on The District School Board of Pasco County Purchasing website at, <http://purchasing.pasco.k12.fl.us/> (under "Vendor Bid"). However, prior to submitting the bid, it shall be the sole responsibility of each bidder to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.

Should any questions arise concerning this bid, please contact the Purchasing Agent's office, 20430 Gator Lane, (between State Roads 52 and 54 on Land O' Lakes Boulevard) in Land O' Lakes, FL 34638-2803. Telephone: (813) 794-2221 Tampa, (727) 774-2221 New Port Richey, and (352) 524-2221 Dade City.


2. **Taxes:** No taxes shall be included in any bid price; the School Board is exempt from state and federal sales, use and excise taxes. Florida Sales Tax Exemption #85-8013921275C-1 and Federal Excise Tax Exemption #59-6000792 appear on the purchase order.
3. **Product Standards:** Where a definite product is specified, it is not the intention of the Board to discriminate against any "approved equal" product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the School Board, or its representative, and such determination shall be final and binding on all bidders. Alternates will be considered.
4. **Deviations from Specifications:** Any deviations from the attached specifications must be explained in detail; otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful bidder will be held responsible therefore.
5. **Samples:** When requested, samples, specification sheets, brochures, etc., will be furnished at the bidder's expense, **tagged and labeled with bidder's name, item number and bid number.** (Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All unreturned samples will be disposed of after 30 days at the District's discretion.)
6. **Ink:** All quotations and bids must be typewritten or completed in ink. Any corrections to the bid/proposal must be initialed by the bidder in ink. Bids submitted in pencil are not acceptable and subject to disqualification.
7. **SIGNATORY AUTHORITY: ALL QUOTATIONS AND BIDS MUST BE SIGNED IN INK (SEE OFFICIAL SIGNATURE PAGE OF THE BID DOCUMENTS) BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.**
8. **Erasures:** Erasures are not acceptable on bids. If changes are necessary, strike out or draw a line through incorrect price and write the correct price above. Bidder must initial all changes.
9. **Conditional Bids:** The Board specifically reserves the right to reject any conditional bid and will normally reject those which make it impossible to determine the true amount and quality of the bid.
10. **Purchase Order:** The award of the bid shall not constitute an order. Before any shipments are made, bidder must receive a purchase order. Shipments shall be made as specified on the purchase order, conforming to the bid form, specifications, and general instructions.

Company Name/Initials Nestle Waters North America 

INSTRUCTIONS TO BIDDERS

11. Maintenance/Parts/Repair Availability: Maintenance, repair service and local parts availability are also essential; therefore, bidders on machinery, equipment and/or tools should furnish parts catalog and price list, as well as applicable repair manual. The Board reserves the right to delve into availability, efficiency, and quality of service before making final evaluation and decision.
12. Compliance with Safety Regulations: All furniture, machinery, equipment and/or tools must comply with OSHA, UL, Safety Regulations and other standards for educational use in public schools as required by the U.S. Government, State of Florida, Pasco County and/or local municipality. This includes various safety accessories; and it is the bidder's responsibility to meet the necessary requirements. All electrical components must meet minimum NEMA specifications.
13. Product Guarantee: In all cases, bidder must submit on a bid form a sample of actual factory written guarantee; unless otherwise specified, or in the absence of sample guarantee, the Board will assume product is guaranteed for a minimum period of one (1) year from date of installation and/or delivery.
14. "Foreign" Specification: Products not manufactured in the U.S.A. must be noted as "foreign" and state the country of origin. Failure to do so may subject the bid to disqualification.
15. Quantity: Where indicated, quantities are estimated only; the Board reserves the right to purchase more or less, provided orders are placed within the time limits specified.
16. Bid Opening Attendance: All bidders have the right to attend the bid opening, if desired.
17. Maintenance/Service Agreements After Warranty: Maintenance and/or service agreements that take effect upon the expiration of the warranty period, and for which there will be a separate charge, must be outlined in the bid and approved in advance by the Board or its authorized agent.
18. Products/Service/Availability: All products, equipment, merchandise and miscellaneous material bid and/or ordered must be the latest manufacturer's model and design. Immediate service and parts availability must be guaranteed for a minimum of five (5) years.
19. Toxic Substances: All contractors are to notify the District Superintendent, in writing, at least three days prior to use of a toxic substance in the construction, repair, or maintenance of educational facilities. The notification is to contain the name of the substance, where and when the substance is to be used, and the Material Safety Data Sheet (MSDS) for the substance. Ref. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (29 CFR 1910.1200)
20. Item Pricing: All prices, including total, must include any and all discounts. In the event of price discrepancy, the following provisions will prevail:
 - Item by item bids - unit prices
 - Lot or group bids - lot or group prices
 - All or none bids - total price

Prices stated must be in units as specified. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Any requirement by the bidder that certain "all or none" groups, quantities, weights, or other criteria must be met in order to qualify for bid prices, may result in disqualification of the bid. Likewise, expiration dates or other constraints which are in conflict with bid requirements will result in disqualification.
21. Tie Bid: In the event of "tie" bids, awards will be decided in the following descending order until the "tie" bid has been resolved:
 - Drug-Free Workplace
 - Local Preference (In accordance with Board Policy 6320, when prices, quality and other considerations are essentially identical, Pasco County bidders may be given preference.)
 - Certified Minority Vendor (Include with Bid Document)
 - Toss of the Coin

Company Name/Initials Nestle Waters North America 


INSTRUCTIONS TO BIDDERS

22. Alternate Items: Only one alternate per item number, as close to specifications as possible, will be allowed. If more than one alternate on an item is submitted, the bids for that entire item number will not be considered.
23. Substitutions: Substitution of other brands for items bid, awarded and ordered is prohibited except as may be approved by the Purchasing Agent.
24. Payment for Merchandise: The School Board of Pasco County normally issues payment for merchandise within thirty (30) days from receipt of invoices, provided the goods and/or services have been received in a satisfactory and proper manner. All discounts must be included in bid price and should be based on thirty (30) day payment. Except by prior agreement, the Board will not consider special discounts on shorter time intervals, nor will they consider bids that impose penalties or service charges for periods beyond thirty (30) days.
25. Bid Results: The District School Board of Pasco County holds regular meetings on the first and third Tuesday of each month. In accordance with the Administrative Procedures Act, all bid recommendations are posted in the Purchasing Department on the Wednesday preceding the Board meeting. Interested parties may obtain posting dates of bids from the Purchasing Department; however, individual bid recommendations will not be given over the telephone due to the length of time involved. Bidders are encouraged to review the bid tabulation/recommendation postings during normal School Board working hours in the Purchasing Department.
26. Posting of Bid Tabulations/Recommendations: In accordance with the Florida Administrative Procedures Act, bid tabulations/recommendations are posted for a minimum of seventy-two (72) hours prior to the special or called School Board meeting on which official action will be taken. It shall be the interested party's responsibility to ascertain the actual date of posting and/or Board meeting for the specific bid of interest. Reference School Board policy 6320, posted at <http://purchasing.pasco.k12.fl.us/> under Vendors, Doing Business with Pasco County Schools, for specific information regarding vendor complaints and disputes.
27. Public Entity Crimes: 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- The prospective bidder certifies, by submission and signature of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).**
28. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
- a) The prospective lower tier (\$25,000) participant certifies, by submission and signature of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
29. Fair Labor Standards Act - "Hot Goods": "The bidder's signature on the bid certifies that these goods are or will be produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and/or regulations and orders of the United States Department of Labor issued under Section 14 thereof."

Company Name/Initials Nestle Waters North America 

INSTRUCTIONS TO BIDDERS

30. **Assignments:** Any contract or purchase order issued pursuant to this bid invitation, and any monies which may become due hereunder, are not assignable except with the written consent of The District School Board of Pasco County or its agent. Any requests for assignment must be directed to the Purchasing Agent, in writing, stating the reason for the request and any other particulars germane to the proposition.
31. **Drug-Free Workplace Certification:** In accordance with Section 287.087 F.S., the bid preference shall be given to businesses with drug-free workplace programs, whenever two or more bids are equal with respect to price, quality, and service are received by the state, or by any political subdivision, for the procurement of commodities or contractual services. A bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied bidders have a drug-free workplace program. *Nestle Waters North America has Drug Free Workplace Policy - see ATTACHMENT. TR*
- Action Required:** Please include a statement in the bid as to whether or not your workplace has implemented a Drug-Free Workplace Program. The absence of this statement in the bid document will be construed to mean that there is no such program in place.
32. **Occupational Health and Safety (OSHA):** In compliance with Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (29 CFR 1910.1200), any item delivered from a contract resulting from this bid must be accompanied by a MSDS. The MSDS will be maintained by the user agency and must include the following information:
- a) The chemical name and the common name of the toxic substance.
 - b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosivity, and reactivity;
 - 2) The known acute and chronic health effects or risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and,
 - 3) The primary routes of entry and symptoms of overexposure.
 - c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - d) The emergency procedures for spills, fire, disposal and first aid.
 - e) A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - f) The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
33. **Claims Responsibilities:** It shall be the responsibility of the bidder to file claims for damage or defective merchandise. In the event of receipt of merchandise with concealed damage, bidder will be immediately notified by phone with a follow-up letter within twenty-four (24) hours of notification.
34. **Package Identification:** All cartons and/or cases delivered to District School Board of Pasco County Central Warehouse shall be clearly identified as to the contents and name of bidder (not shipper). Any expenses incurred by the School Board for identifying shipments shall be deducted from bidder's invoice. All containers must have a label attached identifying contents and instructions.
35. **Default:** Should any bidder fail to enter into a contract with the School District on the basis of the submitted bid by said bidder or, in the event of a default, bidder acknowledges that bidder shall be liable to the School District for the difference between such bid price and the price the School District pays to secure the merchandise from another source, in addition to attorney's fees and costs of collection. In addition, failure to pay said amount to the School District upon demand would result in the company being barred from doing business with the School District for a period of not less than three (3) years from date of default. Thereafter, the bidder may request to be reinstated.

Company Name/Initials Nestle Waters North America 

INSTRUCTIONS TO BIDDERS

36. **Bid documents:** Bidder must return the entire bid document (all pages, including cover sheet and general instructions as an intact document). On the bottom of each page you must list the company's name and initials of the person filling out the forms. **Failure to submit an entire bid document may result in automatic disqualification for failure to properly execute the entire bid document.**
37. **Protests:** All bidders are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of Board Policy 6320 is posted in the office of the Purchasing Agent for review; copies may also be obtained upon request. Failure to adhere to Board Policy 6320, or failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
38. **Gratuities:** In the event that any gratuities or "kickbacks" are offered or tendered to any School District employee or a subcontractor as an inducement for award of a bid, Request for Proposal (RFP), subcontract or order, the bidder's bid/proposal shall be disqualified and the bidder shall not be reinstated.
39. **Indemnification/Hold Harmless:** As specified in Florida Statute, Section 768.28, the bidder agrees to indemnify and hold the School District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the bidder and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.
40. **Open Records:** All information submitted in response to this request shall be subject to compliance with Florida Statute Chapter 119.07, Public Records, and 815.045, Trade Secrets. All information submitted as "Trade Secret" information should be submitted in a separate envelope and so indicated. If challenged, the bidder who submits the "Trade Secret" information will bear all costs associated with defending their position.
41. **Indemnification for Goods and Services:** During the term of this bid, the bidder shall indemnify, hold harmless, and defend the School District of Pasco County, Florida, its agents, servants and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the School District, its agents, servants and employees may pay or become obligated to pay on account of any actions founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by the bidder, his agents, servants or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the School District for the purpose of performing services.
42. **Court Venue:** Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate court in and for Pasco County, State of Florida. The laws of the State of Florida shall govern this transaction.
43. **Fiscal Nonfunding Clause:** In the event sufficient budgeted funds are not available, Purchasing shall notify the bidder of such occurrence and the contract shall terminate without penalty or expense to the School District.
44. **Discrimination:** An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.
45. **Vendor's Records:** The District School Board of Pasco County reserves the right to review any and all vendor records that are connected with any District School Board of Pasco County purchase resulting from this award for a period of not less than five (5) years after the end of the contract.
46. **Collusion:** The bidder, by affixing their signature to this bid, certifies that their bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s)/service(s), and is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

Company Name/Initials Nestle Waters North America 

INSTRUCTIONS TO BIDDERS

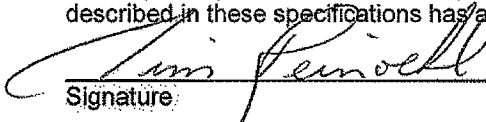
47. Y2 Compliance: All products (the term product shall include software, firmware, microcode, hardware and embedded chip technology) and services bid under this bid/proposal will be Y2K compliant.
48. Contractual Relationship: Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein shall constitute or designate the Contractor or any of his employees as employees of the District. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.
49. Purchasing Card Program: The District School Board of Pasco County has implemented a purchasing card program through Regions Bank, using the VISA network. Vendors will receive payment from the purchasing card in the same manner as other VISA purchases. Please indicate your ability to accept VISA in the space provided below.

Yes X No _____

50. Conflict of Interest: Bidder **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this bid/proposal.

SECTION I

I hereby certify that no official or employee of Pasco County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.


 Signature
Tim Reinohl
 Name of Official (Type or Print)

Nestle Waters North America
 Company Name
13000 Automobile Blvd, unit 400
 Business Address
Clearwater, FL 33762
 City, State, ZIP Code

SECTION II

I hereby certify that the following named Pasco County Public Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 14236 Sixth Street, Dade City, Pasco County, Florida, 33523, prior to bid opening.

_____	_____	_____
Name	Title or Position	Date of Filing
_____	_____	_____
Name	Title or Position	Date of Filing
_____	_____	_____
Signature	Company Name	
_____	_____	
Print Name of Certifying Official	Business Address	

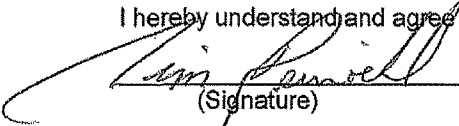
	City, State, ZIP Code	

Company Name/Initials Nestle Waters North America 

INSTRUCTIONS TO BIDDERS

51. **Disclosing confidential information:** The District School Board of Pasco County prohibits vendors from disclosing, utilizing, selling or sharing student or staff directory and/or confidential information for commercial purposes. When such information is required to perform the services outlined within the scope of this bid or Request for Proposal, vendors must obtain a written release through the Superintendent or his/her designee and the Purchasing Agent. Vendors found in default of this clause will be removed from the District's active vendors' database for a period of up to three years. The District reserves the right to seek legal remedies for said breach as allowed by law.
52. **Conditions for Emergency / Hurricane or Disaster:** It is hereby made a part of this invitation to bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the District School Board of Pasco County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined by the District School Board of Pasco County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the District School Board of Pasco County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:


Tim Reinoehl
Key Account Development Manager
(Signature)
(Print Name)
(Title)

Emergency Telephone Number: 727-572-5900 x 224

Home Telephone Number: 727-639-4722

Beeper or Cellular Phone Number: 727-639-4722

53. **Insurance:** The Contractor shall purchase and maintain insurance for protection from claims under worker's compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Contractor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Contractor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide. Limits of coverage shall be:

Coverage:	Minimum Required:
1. Worker's Compensation	Statutory
2. Public Liability	Combined Limit
Bodily Injury: Each Person	\$1,000,000.00
Bodily Injury: Each Accident	\$1,000,000.00
Property Damage: Each Accident	\$1,000,000.00
3. Automobile Liability & Property Damage	Combined Limit
Bodily Injury: Each Person	\$200,000.00
Bodily Injury: Each Accident	\$500,000.00
Property Damage	\$100,000.00

The Owner shall receive thirty (30) days' prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Contractor shall procure substitute insurance so as to assure the Owner that the limits of coverage are maintained continuously throughout the period of this agreement.



Company Name/Initials Nestle Waters North America

INSTRUCTIONS TO BIDDERS

54. Termination / Cancellation of Contract: The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

55. Termination for Default: The School District's Purchasing Agent shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God. In the event of such termination, bidder acknowledges that bidder shall be liable to the School District for the difference between such bid price and the price the School District pays to secure the merchandise from another source, in addition to attorney's fees and costs of collection. In addition, termination for default will result in the company, its principals and/or officers being barred from doing business with the School District for a period of not less than three (3) years from date of default. Thereafter, the bidder may request to be reinstated.
56. Termination for School Board's Convenience: The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.
57. Ex Parte Communications: In order to preserve the integrity and impartiality of the assessment and award processes, proposers are strictly prohibited from discussing their proposals during any phase of the solicitation and/or award with members of the Evaluation Committee, administrative staff or School Board members except as specifically authorized by Fla. Stat. 120.57 and School Board policy 6320. Failure to comply with this requirement will result in the proposer being automatically disqualified from the solicitation, and may result in the proposer being barred from doing business for a period of time not to exceed three (3) years. If you have questions regarding this solicitation, please refer to the section entitled "Contact Information," within.

Rev. 2/28/11



Company Name/Initials Nestle Waters North America

District School Board of Pasco County

Page 10 of 18

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid." Be sure to include the name of the company submitting the bid where requested:

DELIVER TO:
DISTRICT SCHOOL BOARD OF PASCO COUNTY
PURCHASING DEPARTMENT
20430 GATOR LANE
LAND O'LAKES, FL 34638

SEALED BID – DO NOT OPEN

SEALED BID NO: 12-039-DR

BID TITLE: Bottled Drinking Water – District Wide

DUE DATE/TIME: August 26, 2011 by 2:30 p.m. Local (Pasco) Time

SUBMITTED BY: Nestle Waters North America


Please Note:

From time to time, addenda may be issued to this bid/proposal. Any such addenda will be posted at <http://purchasing.pasco.k12.fl.us/> (under "Vendor Bid").

The District School Board's Purchasing Department can also be reached at the following phone numbers:

Phone: 813-794-2221
Fax: 813-794-2111

If you are registered with Vendor Bid, you will receive automatic notification of bids and addenda. You must have a valid W-9 form on file and be registered under Vendor Bid in order to conduct business with The District School Board of Pasco County.

Company Name/Initials Nestle Waters North America 

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Bottled Drinking Water – District Wide

Due Date/Time: August 26, 2011 by 2:30 p.m. Local (Pasco) Time

Bid Number: 12-039-DR

Introduction:

At the present time, funding to the District from the State has been significantly reduced. It is important that the bidders understand the District's budgetary restrictions when offers are submitted. To fulfill our fiduciary responsibilities, we are hereby requesting that all pricing, sponsorship premiums and incentives submitted be as competitive as possible, so that we may return maximum value to our constituents. By signing this bid document, the bidder is acknowledging that the District's current or future budgetary shortfalls may materially impact long-term completion of the District's obligations under this contract, and/or may materially impact the District's ability to renew the contract for subsequent terms.

Scope:

The intent of this bid is to establish a three-year contract, renewable annually by mutual agreement between the District School Board of Pasco and a supplier for bottled drinking water in one (1) and five (5) gallon containers plus any necessary associated equipment and supplies that may be required during the contract period. The award of this bid will be made on an all-or-none basis to the lowest and best responsive, responsible bidder, based on the grand total price, meeting the specifications herein. This is a three-year bid, renewable annually by mutual consent of both parties.

Anticipated Timeline:

Bid Issued:	August 11, 2011
Legal Advertisement	August 11, 2011
Bids Due:	August 26, 2011 @ 2:30 p.m.
Evaluation:	August 29, 2011
Anticipated Board Approval:	September 16, 2011


The deadline for questions concerning this bid is due on Friday, August 19, 2011 at 2:30 p.m., Local (Pasco) Time. Questions must be sent to Debra Reaves at dreaves@pasco.k12.fl.us or posted on Vendor Bid no later than this date and time. This will allow the District ample time to respond, and to issue an addendum if appropriate.

Contract Period:

The contract will commence on September 17, 2011 and continue through September 16, 2012. Two subsequent, renewal contracts may be awarded, based upon mutual agreement by The Board and the awarded vendor.

Cancellation:

The School Board reserves the right to cancel this contract at any time during this contract period by providing the awarded vendor with a written notice at least thirty (30) calendar days prior to the cancellation date without "cause" and ten (10) calendar days with "cause".

Company Name/Initials Nestle Waters North America 

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Bottled Drinking Water – District Wide

Due Date/Time: August 26, 2011 by 2:30 p.m. Local (Pasco) Time

Bid Number: 12-039-DR

Site Visits:

All bidders may visit The District School Board of Pasco County's facilities. Failure to do so will in no way relieve the bidder from fulfilling all obligations arising under and intended by this bid. Bidders will contact the appropriate Plant Manager to set up an appointment before making a site visit to any facility. A current list of schools and departments can be found on the web site at www.pasco.k12.fl.us.

Estimated Usage:

Based on past usage, it is anticipated that approximately \$165,000 will be spent annually. There are no warranties or guarantees, expressed or implied, that any amount whatsoever will be expended. Quantities are listed only as a basis for award and items will be purchased on an "as-needed" basis. Pricing is to remain firm throughout the entire contract period.

Award:

The award of this bid will be made on an all-or-none basis to the lowest and best responsive, responsible bidder, based on the grand total price, meeting the specifications herein.

Prices stated must be in units as specified. Any requirement by the bidder that certain "all-or-none" groups, quantities, weights or other criteria must be met, in order to qualify for bid prices, **will** result in disqualification of the bid. Likewise, expiration dates or other constraints, which are in conflict with bid requirements, **will** result in disqualification.

Terms and Conditions:

Individual school delivery is required within five (5) calendar days from receipt of the purchase order. Should the vendor be unable to supply the required goods within a reasonable length of time, the Board specifically reserves the right and option to cancel the purchase order and reorder from another source.

Should a substitute be necessary, it must be of equal or higher value and standards to the original goods requested. In no event is an alternate or substitute product to be delivered without prior written approval from the school or department requesting such goods and approved by the Purchasing Department.

No delivery and/or handling charges will be added. Prices include F.O.B. destination to applicable school or department.

Back order for **machines only** must be handled in a timely fashion and notification given to proper school officials as to when delivery can be reasonably anticipated. The maximum allowable time shall be fifteen (15) days from receipt of Purchase Order. **There can be no back orders on water.**

In the event special quantity discounts to be applicable over and above the bid discounts (or special promotional items become available), the successful vendor must advise the user in order to affect additional savings.



Company Name/Initials Nestle Waters North America

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Bottled Drinking Water – District Wide

Due Date/Time: August 26, 2011 by 2:30 p.m. Local (Pasco) Time

Bid Number: 12-039-DR

Vendor's Responsibility:

The vendor shall invoice all deliveries to the user location that has made the request for the service. Invoices shall include the name of the school and a signature of the individual receiving the product as well as full itemization of quantities extended at the bid price.

Insurance:

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, bidder will be disqualified from award of the contract.

The vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of the bidding vendor.

The vendor shall purchase and maintain the insurance, and shall name The District School Board of Pasco County as additionally insured. Certificates evidencing that all of the insurance is in force, and showing all additionally insured, **shall be furnished to The Board before commencement of contract.** Insurance to be carried by the awarded vendor shall include:

1. All vendors shall maintain comprehensive valid worker's compensation insurance as required by Chapter 440, Florida Statutes.
2. Coverage of perils of fire, theft, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Extended coverage, vandalism and malicious mischief insurance may contain the usual deductibles. The District School Board of Pasco County shall not be responsible for the deductible expense.
3. All vendors shall maintain public liability insurance against bodily injury, personal injury and property damage, in limits of not less than one million dollars (\$1,000,000.00) per claimant, one million dollars (\$1,000,000.00) per incident or occurrence. Higher limits may be required. The Board shall be named as an additional insured on the vendor's policy.
4. Coverage shall include Comprehensive Commercial Liability, Contractor Liability and Products and Completed Operations Liability. The vendor shall carry owner and Contractors Protective Liability for The Board.
5. It is further understood that the coverage of this policy shall not be cancelled or reduced by the
company until the company has mailed written notice to The Board stating when, but in no less than thirty (30) days thereafter; such cancellation or reduction in coverage shall be effective.

Company Name/Initials Nestle Waters North America 

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA


Bid Title: Bottled Drinking Water – District Wide

Due Date/Time: August 26, 2011 by 2:30 p.m. Local (Pasco) Time

Bid Number: 12-039-DR

Certification For Employee/Employment Background:

- A. Awarded vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract will complete the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District School Board of Pasco County Human Resources Department. This certification will be provided to the District, School and Purchasing Department in advance of the awarded vendor providing any services on campus while students are present. The awarded vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. Awarded vendor will provide the school and Purchasing Department a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Awarded vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Awarded vendor agrees that in the event the vendor or any employee who the vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the vendor will notify the School or District Department within 48 hours of such. The parties agree that in the event that awarded vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the School or District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded vendor agrees to indemnify and hold harmless the School or District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes. Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendors and their employees who were fingerprinted after October 1, 2005 in any county in Florida are now on the state fingerprinting database. Vendors and their employees who have been fingerprinted in one School District now have the ability to notify other School District's Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring vendors to be fingerprinted in every District in which they provide services.
- B. Awarded vendor must provide a list of employees that will participate in this contract for fingerprinting appointments with the District's Human Resources Department.
- C. Any costs associated with the screening are the sole responsibility of the vendor, contractor, or subcontractor. If Level 2 background and fingerprinting needs to be conducted, please contact Pasco County School Board, Human Resources at (813) 794-2521. The initial cost is \$85.00 per person and must be purchased with a money order. This cost covers the initial fingerprinting (\$61) and the four year retention cost (\$6 per year, \$24). If you have any questions on this process, please contact the District's Human Resources Department at (813) 794-2521.

Company Name/Initials Nestle Waters North America 

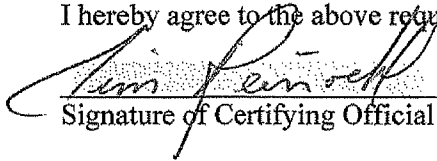
OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Bottled Drinking Water – District Wide

Due Date/Time: August 26, 2011 by 2:30 p.m. Local (Pasco) Time

Bid Number: 12-039-DR

I hereby agree to the above requirements.

 on behalf of (Company) Nestle Waters North America
Signature of Certifying Official

Specifications:

Provide five-gallon plastic containers of bottled drinking water, one-gallon plastic containers of bottled drinking water (6/case), room temperature/cold dispensers with appropriate cup holders, and filter coolers. Price must be F.O.B. destination.

Room Temperature/Cold Bottled Water Dispenser - (i.e., cooler) or cold dispenser to be UL listed, drinking water cooler 598G,m SA LR9371; refrigerant-12 (or appropriate replacement); 1.1 oz; design pressure 10 to 125 PSI; HP 1/20; WHS 115; HZ 60; Total amps 1.2, LRA 4.9. "Self-contained drinking water coolers". Manufacturer certified to ARI as complying with ARI Standard 1010.

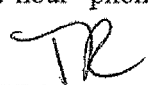
Filter Coolers – must comply with the same specifications as the room temperature/cold bottled water dispenser spelled out in the previous paragraph. In addition, the filter coolers must effectively remove the following: disinfectant chlorine and chloramines, dirt, rust, asbestos fibers, oxidized iron, manganese, sulfide, lead (to below the Federal Action Level of 15 ppb) and parasitic/protozoan cysts (including, but not limited to, Ciardia, Entamoeba and Cryptosporidium). **A MSDS FORM MUST BE INCLUDED, failure to do so may result in an automatic disqualification of your bid.**

Each five-gallon plastic container of bottled drinking water shall bear a label correctly identifying the type of product being offered to the public. Said product must contain no sweeteners, acidulates, or any other additives. Information displayed on the label, shall be in accordance with rules prescribed by the Florida Department of Agriculture and Consumer Services. Water to be dispensed is to meet Safe Drinking Water Administration and Department of Environmental Protection standards. In order to facilitate product identification or recall, each bottled water product shall be labeled with a packaging date, lot number, or batch number code designed to remain affixed to the outside of the container during display and consumption. **Bidders shall include with their bid provisions for the supply of water (i.e., five-gallon) in case of emergencies.** Price may not exceed the bid price for water (and dispensers) furnished during the usual and normal course of business.

Conditions for Emergency/Hurricane or Disaster:

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government through The District School Board of Pasco County, shall require "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined by the District School Board of Pasco County.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the District School Board of Pasco County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency 727-639-4722 ,

Company Name/Initials Nestle Waters North America 

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Bottled Drinking Water – District Wide

Due Date/Time: August 26, 2011 by 2:30 p.m. Local (Pasco) Time

Bid Number: 12-039-DR

Bid Pricing:

This is an "All-or-none" bid. Vendor must bid on all items. Failure to do so will result in an automatic disqualification of your bid.

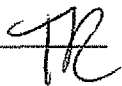
<u>Quantity</u>	<u>Item</u>	<u>Each</u>
6,300 Each	Bottled Drinking Water, 5-Gallon Bottles	\$ <u>2.20</u> Per Bottle
	Bottle Deposit	\$ <u>0.00</u> Per Bottle
	4.25 oz. Cone Cup Dispenser	\$ <u>0.00</u> Per Dispenser
2,500 Sleeves	4.25 oz. Cone Cups (Sleeves of 200 Cups)	\$ <u>1.89</u> Per Sleeve
600 Cases	Drinking Water – 1-Gallon Plastic Bottles (6/Case)	\$ <u>4.59</u> Per Case
15 Units	Filtration Water Dispensers (Room Temperature/Cold)	\$ <u>19.99</u> Per Unit/Month
	Installation of Filtration Unit	\$ <u>0.00</u> Per Unit
200 Units	Bottled Water Dispensers (Room Temperature/Cold) for 5-Gallon Bottles	\$ <u>0.00</u> Per Unit/Month
	Installation of Dispenser Unit	\$ <u>0.00</u> Per Unit
	Total "All-or-None" Bid Price:	\$ <u>21,638.85</u>

Contact Information:

Should you have any questions regarding this bid, please contact Debra Reaves, Buyer Assistant at (813) 794-2219 or email: dreaves@pasco.k12.fl.us or Kendra Goodman, CPPB, Purchasing Agent (813) 794-2222.

PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such Purchases shall be governed by the same terms and conditions as stated herein.

Company Name/Initials Nestle Waters North America



OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Bottled Drinking Water – District Wide

Due Date/Time: August 26, 2011 by 2:30 p.m. Local (Pasco) Time

Bid Number: 12-039-DR

Agree to extend pricing to all agencies within the following counties: (check those applicable)

<input checked="" type="checkbox"/> Hillsborough	<input checked="" type="checkbox"/> Polk	<input type="checkbox"/> Citrus	<input checked="" type="checkbox"/> Volusia	<input checked="" type="checkbox"/> Pinellas
<input checked="" type="checkbox"/> Sarasota	<input checked="" type="checkbox"/> Hernando	<input checked="" type="checkbox"/> Pasco	<input checked="" type="checkbox"/> Manatee	<input checked="" type="checkbox"/> Osceola
<input checked="" type="checkbox"/> Desoto				

Agree to extend pricing to all other agencies within the State of Florida.

IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO COMPLY WITH PROVISIONS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

The District School Board of Pasco County hereby stipulates and affirms its policy of offering Equal Employment and Educational Opportunities for all persons regardless of race, creed, color, sex, national origin, age or handicap. The failure of any contractor supplier to the Board to comply with the terms of this Equal Employment Opportunity Policy will subject any contract or purchase order to revocation.

FIRM NAME: Nestle Waters North America

ADDRESS: 13000 Automobile Blvd, Unit #400

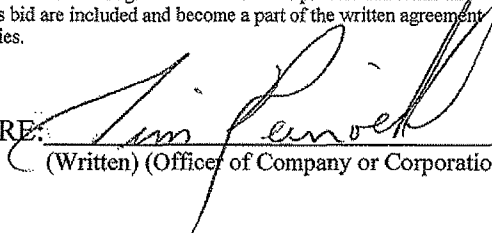
CITY, STATE, ZIP CODE: Clearwater, FL 33762

TELEPHONE # AREA CODE: 727-572-5900 **FAX # AREA CODE:** 727-572-0471

E-MAIL ADDRESS: tim.reinoehl@waters.nestle.com

The signing of this bid form certifies that I have read and agree to abide by the accompanying cover letter, general instruction, special instructions and specifications. NOTE: This sheet and the accompanying documents constitute a firm offer from the bidder; however, acceptance by The Board of any or all parts herein does not constitute a contract. Before commencing any work, the Superintendent or his authorized representative shall properly execute a Purchase Order (or contract), and it shall become the written agreement between the parties. All terms and conditions of this bid are included and become a part of the written agreement between the parties.

NAME: Tim Reinoehl
(TYPED)
TITLED: Key Account Development Manager

SIGNATURE: 
(Written) (Officer of Company or Corporation)

FIRM DELIVERY DATE: 8/26/2011

Company Name/Initials Nestle Waters North America 