

March 9, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: VICKI L. MACKLIN  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4553

SUBJECT: **AWARD NOTICE , Addendum 2, Effective November 16, 2009**  
**CONTRACT NO. GSS09365-BOTTLE WATER V01**  
**BOTTLED SPRING WATER**

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**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

<b>1. MANDATORY USE CONTRACT:</b> .....	<b>2</b>
<b>2. CONTRACT PERIOD:</b> .....	<b>2</b>
<b>3. VENDORS:</b> .....	<b>2</b>
<b>4. SHIPPING TERMS:</b> .....	<b>2</b>
<b>5. DELIVERY AND PICKUP:</b> .....	<b>2</b>
<b>6. PRICING:</b> .....	<b>3</b>
<b>ADDITIONAL TERMS AND CONDITIONS</b> .....	<b>4</b>

**KEY CONTRACT INFORMATION**

**1. MANDATORY USE CONTRACT:**

[\(Return to Table of Contents\)](#)

**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

**2. CONTRACT PERIOD:**

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid for a one (1) year period from June 15, 2009 through June 14, 2010. Each contract may be renewed for three (3) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**3. VENDORS:**

[\(Return to Table of Contents\)](#)

DS Waters of America, Inc.  
DBA Crystal Springs  
5660 New Northside Drive, Ste. 500  
Atlanta, GA 30328  
Contact: Key Accounts  
Phone: 866-307-6092  
Email: [keyeast@water.com](mailto:keyeast@water.com)

**4. SHIPPING TERMS:**

[\(Return to Table of Contents\)](#)

F.O.B. destination.

**5. DELIVERY AND PICKUP:**

[\(Return to Table of Contents\)](#)

All bottled water, cooler units and related supplies and equipment must be delivered and installed at the location specified by using agency. **The contractor must make delivery and complete installations within five (5) working days of receipt of request.**

Using agency will contact the appropriate contractor who was awarded this contract. The agency will advise the contractor of the number of bottles necessary to service each cooler and its location.

**6. REMOVAL OF BOTTLES:**

During the life of the contract, all bottles will remain the property of the contractor. The contractor is responsible for the removal of all empty bottles. The contractor must remove empty bottles when delivery replacements arrive or within five (5) working days of request by the using agency, whichever is earlier. The contractor must reuse removed bottles whenever possible.

**7. PRICING:**

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract year.

<b>ITEM#</b>	<b>DESCRIPTION</b>	<b>MONTHLY RENTAL</b>
1.	Bottled Water, five (5) gallon jug.	<b>\$ 2.08</b>
2.	Monthly Rental Fee for cooler unit.	<b>\$ 0.00</b>
3.	Bottle deposit for lost or stolen bottles.	<b>\$ 6.00</b> per bottle
4.	Inside delivery fee.	<b>\$ 0.00</b>
5.	Installation fee, if any.	<b>\$ 0.00</b>
6.	Dispenser cups, <b>9 ounce flat bottom cups</b>	<b>\$ 68.75</b> per case 2,500 cups

Revised: May 7, 2009 vlm

**ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

**8. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**9. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**10. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**11. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

**16. DELIVERY SLIPS AND INVOICES:**

Delivery slips must be signed by authorized personnel within the agencies. Acceptance shall be for goods received and will not verify invoice accuracy.

**17. CUSTOMER SERVICE:**

Vendor shall have dedicated customer service representatives to handle State of Delaware accounts in matters of water delivery, billing, the start-up or termination of accounts, and general questions.

**18. TRUCKS:**

Vendor shall have a fleet of trucks and drivers dedicated to the State of Delaware accounts, most agencies require a delivery every two weeks and wish to maintain the delivery schedule of every two weeks.

**19. DRIVERS:**

Drivers shall leave a signed delivery ticket at each location for verification of the product that left. Under no circumstances should the driver leave any product that is not on contract without prior approval from the agency

**20. ANNUAL MAINTENANCE:**

Vendor must provide annual maintenance on all water coolers. Coolers must be checked to ensure they are working properly and must have an annual cleaning.

Award Notice

Contract No.: GSS365-BOTTLED WATER

**21. TRANSITIONAL PERIOD:**

In the event that the contractor is not selected prior to the contract expiration date or by termination by the State of Delaware it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract.

