



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 8, 2013

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

FROM: SHELLY K. ALIOA
STATE CONTRACT PROCUREMENT OFFICER
302-857-4553

SUBJECT: **AWARD NOTICE, Effective July 16, 2013**
CONTRACT NO. GSS13365-BOTTLE_WATER
Bottled Spring Water

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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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, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each vendor's contract shall be valid for one (1) year from July 16, 2013 through June 30, 2014. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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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
FSF # 0000007467

4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

5. DELIVERY AND PICKUP

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All Bottled Spring 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.**

- It will be the responsibility of the successful bidder to determine/establish delivery schedules for each respective agency. Currently the State works on a bi-weekly delivery and would like to continue this way.

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

6. PRICING

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Prices shall remain firm for the term of the contract. All prices shall be quoted in U.S. Dollars.

ADDITIONAL TERMS AND CONDITIONS

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7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

15. OVERVIEW

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for Bottled Spring Water as described herein.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

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16. EQUIPMENT

Hot/cold water unit must be new and include a cone cup dispenser. All equipment must be U.L. Approved. Bottled Spring Water jug to be 5 gallon capacity.

17. WATER SOURCE

All plant procedures and testing must conform to F.D.A., E.P.A., and N.S.F. regulations and standards.

All water shall be bottled in accordance with all applicable state and federal regulations.

18. 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.

19. BROCHURES

Vendor will supply with their bid, a brochure of the unit they are bidding

20. TRANSITIONAL PERIOD

In the event that a contractor (s) 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 contracts 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.

21. INSIDE DELIVERY

Inside delivery is defined as delivery to a specific stock room or office or any location other than the general receiving area. An optional inside delivery fee may be applied. In addition, an optional charge may be applied for delivery involving each full flight of stairs. There shall be no additional charges involving the use of a building's elevator other than the inside delivery fee.

22. CONE CUPS

Waxed cone cups for the coolers are to be 9 ounce wax cups.

23. 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.

24. 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.

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25. 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.

26. 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.