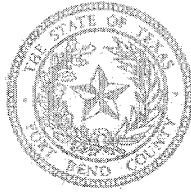


### Fort Bend County Specification Download Acknowledgment



#### Invitation for Bid Term Contract for Bottled Drinking Water BID 16-060

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645.

- Vendor Responsibilities:**
- Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
  - Vendors will submit responses in accordance with requirements stated on cover of document.
  - Vendors may not submit responses via email or fax.

Nestle Waters North America INC  
Legal Name of Contracting Company BRAND READY REFRESH BY NESTLE

JEFF KAUFMAN  
Contact Person

9351 EAST POINT DR. HOUSTON, TX 77054  
Complete Mailing Address

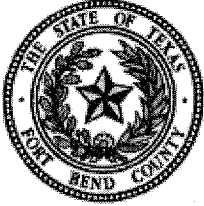
713.792.0138 Telephone Number 713.792.0177 Facsimile Number

jeff.kaufman@waters.nestle.com  
Email Address

Jeff Kaufman Signature 2/26/2016 Date

**COUNTY PURCHASING AGENT**

Fort Bend County, Texas



Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

March 3, 2016

TO: All Prospective Bidders

RE: Addendum No. 2 – Fort Bend County Bid 16-060 – Bottled Drinking Water.

Addendum 2:

Vendors are to use the Amended 3/03/16 Excel File Spreadsheet while preparing their bid response. Available on our website, [www.fortbendcountytexas.gov](http://www.fortbendcountytexas.gov)

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

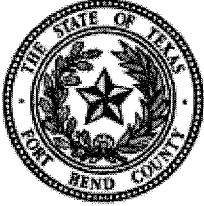
Nestle WATERS North America PNE.  
Company Name  
Brand: Ready Refresh By Nestle

Kathy Meib 3/4/16  
Signature of person receiving addendum Date

If you have any questions please, contact this office.

Sincerely,

Cheryl Krejci, CPPB  
Senior Buyer



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

March 2, 2016

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 16-060 – Bottled Drinking Water.

Addendum 1:

Attached is addendum 1. Vendors are to use the Addendum 1 document while preparing their bid response. See page 14, section 7.3.

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Nestle Waters North America Inc.  
Company Name Bronol Ready Refresh by Nestle

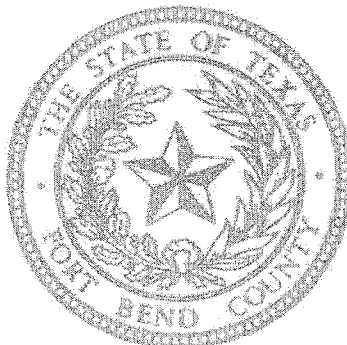
Kathy Meito 3/4/16  
Signature of person receiving addendum Date

If you have any questions please contact this office.

Sincerely,

Cheryl Krejci  
Cheryl Krejci, CPPB  
Senior Buyer

*Fort Bend County, Texas  
Invitation for Bid*



*Term Contract for Bottled Drinking Water  
BID 16-060*

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

**\*\*NOTE:**

All correspondence must include the term "Purchasing Department" in the address to assist in proper delivery.

**SUBMIT NO LATER THAN:**

Thursday, March 10, 2016  
1:30 PM (Central)

**LABEL ENVELOPE:**

**BID 16-060  
DRINKING WATER**

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.*

*BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.*

*BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.*

Results will not be given by phone. Results will be provided to bidder in writing after the Commissioners Court awards.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid.

Requests for information must be in writing and directed to:

Cheryl Krejci, CPPB  
Senior Buyer  
[cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov)

**Vendor Information**

Nestle Waters North America Inc.  
Legal Name of Contracting Company

[REDACTED]  
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-792-0138                      713-792-0177  
Telephone Number                      Facsimile Number

9351 EAST POINT DR. SOUTH POINT BUSINESS  
Complete Mailing Address (for Correspondence)

SOUTH HOUSTON, TX 77054  
City, State and Zip Code

P.O. BOX 856680  
Complete Remittance Address (if different from above)

Louisville, KY 40285  
City, State and Zip Code


JEFF KAUFMAN - Key Account Development  
Authorized Representative and Title (printed) MGR

jeff.kaufman@waters.nestle.com  
Authorized Representative's Email Address

Jeff Kaufman                      3/8/2016  
Signature of Authorized Representative                      Date


**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire bid document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.
- 1.5 Bid Returns: Bidders must return entire completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign


Initials of Bidder: 

and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Thursday, March 3, 2015 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: 

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the

Initials of Bidder: 


using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject

Initials of Bidder: AK


any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully

Initials of Bidder: 


comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.
- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

Initials of Bidder: 


**2.0 TERMS & CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
  - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
  - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the

Initials of Bidder: 

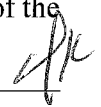
order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications

Initials of Bidder: 

shall govern.


- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 **Force Majeure:** Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the

Initials of Bidder: 

foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the

Initials of Bidder: 

extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) vendor for rental of water dispensers and the purchase of drinking water to be delivered to various departments throughout Fort Bend County as specified herein.

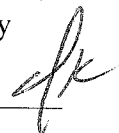
### **4.0 TERM OF CONTRACT:**

This contract is for the term **1 April 2016 through 31 March 2017**, renewable annually for four (4) years (through 31 March 2021) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

### **5.0 BID DOCUMENT COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document including completed copy of the Excel Bid Pricing Form to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. ONE (1) electronic form, on CD or flash drive, of the Bid Pricing Form in Excel must accompany the Vendor's completed bid documents in the Excel file provided on Fort Bend County's website pertaining to this bid. The completed bid document and electronic form (CD or flash drive) must be in the same sealed envelope and marked with the appropriate bid number. The contract will be binding only when signed by the County**

Initials of Bidder: \_\_\_\_\_



**\*AMENDED 03/02/16**

Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

**6.0 MODIFICATIONS:**

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

**\*7.0 TEXAS ETHICS COMMISSION FORM 1295:**

7.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

7.2 On-line instructions:

7.2.1 Name of governmental entity is to read: Fort Bend County.

7.2.2 Identification number used by the governmental entity is: B16-060.

7.2.3 Description is the title of the solicitation: Bottled Drinking Water.

\*7.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification. In the event, the vendor does not provide the document in the stated time period, the vendor's response will be marked as disqualified, and the next low bidder will be contacted.


**8.0 AWARD:**

This contract will be awarded to the overall lowest and best bidder.

**9.0 VENDOR RESPONSIBILITIES:**

9.1 Vendor is responsible for maintaining and storage of bottled drinking water.

9.2 Vendor is responsible for inside delivery of bottled water to various departments

Initials of Bidder:                      

throughout the County on a bi-weekly basis.

- 9.3 Vendor must deliver and maintain rental cold water only dispensers.
- 9.4 Vendor must bill each County department separately on a monthly basis with all invoices addressed to the Auditor at 301 Jackson, Richmond TX, 77469.
- 9.5 Vendor may not deliver additional products to departments without a separate purchase order.

**10.0 REFERENCES:**

Bidder must furnish, with bid, a list of three (3) references from customers served within the past year that are similar to Fort Bend County. References must include company name, contact person, telephone number and monthly quantities.

**11.0 BID PRICES:**

Vendors are required to obtain and complete the Excel Bid Pricing Form from the Fort Bend County website and return to Purchasing as stated in Section 5.0.

**12.0 REQUIRED FORMS:**

All vendors submitting are required to complete the attached and return with submission:

- 12.1 Vendor Form
- 12.2 W9 Form
- 12.3 Tax Form/Debt/Residence Certification
- 12.4 Contractor Acknowledgement of Stormwater Management Program

CONTRACT SHEET  
B16-060

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 22 day of March, 2016,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and  
NESTLE WATERS NORTH AMERICA INC (hereinafter designated Contractor).  
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Bottled Drinking Water**  
which are hereto attached and made a part hereof, together with this instrument and the bond  
(when required) shall constitute the full agreement and contract between parties and for furnishing the  
items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties  
hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 22 day of March 2016.

By: Robert Hebert  
Fort Bend County, Texas  
Robert Hebert, County Judge

By: Jeff Kaufman  
Signature of Contractor

By: JEFF KAUFMAN Key Account MGR.  
Printed Name and Title



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8642 or 341-8645

**Vendor Information**

Federal ID # or S.S #	<span style="background-color: black; color: black;">[REDACTED]</span>	Dun and Bradstreet # 10-133-6568
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Nestle Waters North America Inc.	Year Business was Established 1992
Remittance Address	P.O. Box 856680	
City/State/Zip	Louisville, KY 40285	
Physical Address	9351 East Point Drive - South Point Business	
City/State/Zip	South Houston, TX 40285	
County	<input type="checkbox"/> Fort Bend County    Other: <input type="checkbox"/> Harris County	
Phone/Fax Number	Phone: 713-792-0138	Fax: 713-792-0177
Contact Person	Jeff Kaufman	
E-mail	Jeff.Kaufman@waters.nestle.com	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> SBE-Small Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business <b>Certification #</b> _____ <input type="checkbox"/> WBE-Women's Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> MBE-Minority Business Enterprise <b>Certification #</b> _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).	312112	

**PLEASE NOTE:** W-9 needs to be attached in order to be entered into our system

14980.

### Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Nestle Waters North America**

2 Business name/disregarded entity name, if different from above  
**ReadyRefresh by Nestle, a division of Nestle Waters North America**

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) **N/A**  
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**PO Box 856680**

6 City, state, and ZIP code  
**Louisville, KY 40285-6680**

7 List account number(s) here (optional)

Requester's name and address (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 generally 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.

**Social security number**

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

**Employer identification number**

--	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here** Signature of U.S. person ▶  Date ▶ **1/7/16**

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Job No.: BID 16-060

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): [REDACTED]

Company Name submitting Bid/Proposal: Nestle Waters North America Inc.

Mailing Address: 9351 East Point Dr. South Houston, TX 77054

Are you registered to do business in the State of Texas?  Yes  No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

Ready Refresh by Nestle a division of Nestle Waters North America Inc.

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
<u>N/A</u>	<u>N/A</u>

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes  No  If yes, attach a separate page explaining the debt.

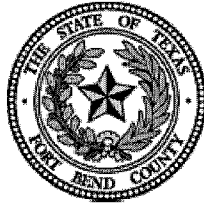
III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Nestle Waters North America Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[Company Name] [City and State]

**Mandatory Form**



**Contractor Acknowledgement of Stormwater Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Nestle WATERS NORTH AMERICA INC.  
(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Jeff Kaufman  
Contractor Signature

3/8/2016  
Date

JEFF KAUFMAN  
Printed Name

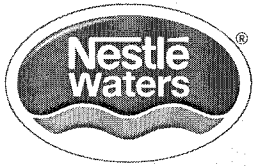
KEY ACCOUNT MGR.  
Title

Term Contract for Bottled Drinking Water  
 BID 16-060  
 Bid Price Form

**\*Amended 3/03/16**

VENDOR NAME: Nestle Waters North America Inc. Brand Ready Refresh by Nestle.

Description	Estimated Annual Quantity	Unit Bid Price	Extended Price
Cold Water Dispenser rental per Month	2830	\$ 1.69	\$ 4,782.70
5 Gallon Drinking Water	13428	\$ 3.69	\$ 49,549.32
4.25 oz Cone Cups, 200 per sleeve	1	\$ 2.69	\$ 2.69
9 oz. Clear Plastic Cups, 50 per sleeve	3179	\$ 2.29	\$ 7,279.91
*10 oz. Paper Cups, 50 per sleeve	57	\$ 2.49	\$ 141.93
*8 oz Spring Bottled Water, per case of 48 For Commissioner's Court Use Only	4	\$ 8.99	\$ 35.96
<b>TOTAL:</b>			<b>\$ 61,792.51</b>



NORTH AMERICA

# Cups Delivered.

Hot and cold beverage cups are indispensable for enjoying coffee, tea and our premium bottled water.



Solo Bare™ cups are an eco-friendly product which are manufactured from renewable resources and are fully compostable.<sup>1</sup>



SIZE	PRODUCT CODE	SUSTAINABLE MATERIAL	PACK SLEEVE/CASE
<b>BARE™ PLA HOT CUP</b>			
10 oz	498	Compostable and 100% Renewable	50/1000
12 oz	496	Compostable and 100% Renewable	50/1000
<b>BARE™ DRY WAX PAPER CONE CUP</b>			
4.25 oz	402	Compostable and 80-90% Renewable	200/500
<b>ULTRA CLEAR™ PLASTIC CUP</b>			
9 oz	417	Fully Recyclable	50/1000



<sup>1</sup> Through independent testing, Solo confirmed that these products meet the ASTM standard for compostability. This means Solo's products are compostable in those areas where commercial compost facilities exist. Commercial composting facilities may not exist in your area, so please check with your local municipality. All products meet the ASTM Standard D6868 for compostability. \*One (1) free cup dispenser with first purchase from Nestlé Waters North America of a full sleeve of 4.25 oz cone or 9 oz plastic cups. Limit: One (1) free cup dispenser per account in good standing. Offer does not apply to prior purchases. Offer good only while supplies last. Offer expires and orders must be received by 12/31/14; delivery must occur by 1/31/15. © 2013 Nestlé Waters North America, Inc.

For more information contact your Nestlé Waters representative.





# Material Safety Data Sheet

## R-134A

### 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

**PRODUCT NAME:** R-134A  
**DISTRIBUTOR:** National Refrigerants, Inc.  
661 Kenyon Avenue  
Bridgeton, New Jersey 08302

**FOR MORE INFORMATION CALL:**  
(Monday-Friday, 8:00am-5:00pm)  
1-800-262-0012

**IN CASE OF EMERGENCY CALL:**  
CHEMTREC: 1-800-424-9300

### 2. COMPOSITION / INFORMATION ON INGREDIENTS

<u>INGREDIENT NAME</u>	<u>CAS NUMBER</u>	<u>WEIGHT %</u>
1,1,1,2-Tetrafluoroethane	811-97-2	100

Trace impurities and additional material names not listed above may also appear in Section 15 toward the end of the MSDS. These materials may be listed for local "Right-To-Know" compliance and for other reasons.

### 3. HAZARDS IDENTIFICATION

**EMERGENCY OVERVIEW:** Colorless, volatile liquid with ethereal and faint sweetish odor. Non-flammable material. Overexposure may cause dizziness and loss of concentration. At higher levels, CNS depression and cardiac arrhythmia may result from exposure. Vapors displace air and can cause asphyxiation in confined spaces. At higher temperatures, (>250°C), decomposition products may include Hydrofluoric Acid (HF) and carbonyl halides.

#### POTENTIAL HEALTH HAZARDS

**SKIN:** Irritation would result from a defatting action on tissue. Liquid contact could cause frostbite.

**EYES:** Liquid contact can cause severe irritation and frostbite. Mist may irritate.

**INHALATION:** R-134A is low in acute toxicity in animals. When oxygen levels in air are reduced to 12-14% by displacement, symptoms of asphyxiation, loss of coordination, increased pulse rate and deeper respiration will occur. At high levels, cardiac arrhythmia may occur.

**INGESTION:** Ingestion is unlikely because of the low boiling point of the material. Should it occur, discomfort in the gastrointestinal tract from rapid evaporation of the material and consequent evolution of gas would result. Some effects of inhalation and skin exposure would be expected.

**DELAYED EFFECTS:** None Known

# NATIONAL REFRIGERANTS™

R-134A

Ingredients found on one of the OSHA designated carcinogen lists are listed below.

<u>INGREDIENT NAME</u>	<u>NTP STATUS</u>	<u>IARC STATUS</u>	<u>OSHA LIST</u>
No ingredients listed in this section			

## 4. FIRST AID MEASURES

**SKIN:** Promptly flush skin with water until all chemical is removed. If there is evidence of frostbite, bathe (do not rub) with lukewarm (not hot) water. If water is not available, cover with a clean, soft cloth or similar covering. Get medical attention if symptoms persist.

**EYES:** Immediately flush eyes with large amounts of water for at least 15 minutes (in case of frostbite, water should be lukewarm, not hot) lifting eyelids occasionally to facilitate irrigation. Get medical attention if symptoms persist.

**INHALATION:** Immediately remove to fresh air. If breathing has stopped, give artificial respiration. Use oxygen as required, provided a qualified operator is available. Get medical attention immediately. DO NOT give epinephrine (adrenaline).

**INGESTION:** Ingestion is unlikely because of the physical properties and is not expected to be hazardous. DO NOT induce vomiting unless instructed to do so by a physician.

**ADVICE TO PHYSICIAN:** Because of the possible disturbances of cardiac rhythm, catecholamine drugs, such as epinephrine, should be used with special caution and only in situations of emergency life support. Treatment of overexposure should be directed at the control of symptoms and the clinical conditions.

## 5. FIRE FIGHTING MEASURES

### FLAMMABLE PROPERTIES

<b>FLASH POINT:</b>	Gas, not applicable per DOT regulations
<b>FLASH POINT METHOD:</b>	Not applicable
<b>AUTOIGNITION TEMPERATURE:</b>	>750°C
<b>UPPER FLAME LIMIT (volume % in air):</b>	None*
<b>LOWER FLAME LIMIT (volume % in air):</b>	None*
	*Based on ASHRAE Standard 34 with match ignition
<b>FLAME PROPAGATION RATE (solids):</b>	Not applicable
<b>OSHA FLAMMABILITY CLASS:</b>	Not applicable

### **EXTINGUISHING MEDIA:**

Use any standard agent – choose the one most appropriate for type of surrounding fire (material itself is not flammable)

### **UNUSUAL FIRE AND EXPLOSION HAZARDS:**

R-134A is not flammable at ambient temperatures and atmospheric pressure. However, this material will become combustible when mixed with air under pressure and exposed to strong ignition sources. Contact with certain reactive metals may result in formation of explosive or exothermic reactions under specific conditions (e.g. very high temperatures and/or appropriate pressures).

# NATIONAL REFRIGERANTS™

R-134A

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## SPECIAL FIRE FIGHTING PRECAUTIONS/INSTRUCTIONS:

Firefighters should wear self-contained, NIOSH-approved breathing apparatus for protection against possible toxic decomposition products. Proper eye and skin protection should be provided. Use water spray to keep fire-exposed containers cool.

---

## 6. ACCIDENTAL RELEASE MEASURES

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### IN CASE OF SPILL OR OTHER RELEASE:

(Always wear recommended personal protective equipment.)

Evacuate unprotected personnel. Protected personnel should remove ignition sources and shut off leak, if without risk, and provide ventilation. Unprotected personnel should not return until air has been tested and determined safe, including low-lying areas.

Spills and releases may have to be reported to Federal and/or local authorities. See Section 15 regarding reporting requirements.

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## 7. HANDLING AND STORAGE

---

### NORMAL HANDLING:

(Always wear recommended personal protective equipment.)

Avoid breathing vapors and liquid contact with eyes, skin or clothing. Do not puncture or drop cylinders, expose them to open flame or excessive heat. Use authorized cylinders only. Follow standard safety precautions for handling and use of compressed gas cylinders.

R-134A should not be mixed with air above atmospheric pressure for leak testing or any other purpose.

### STORAGE RECOMMENDATIONS:

Store in a cool, well-ventilated area of low fire risk and out of direct sunlight. Protect cylinder and its fittings from physical damage. Storage in subsurface locations should be avoided. Close valve tightly after use and when empty.

---

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

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### ENGINEERING CONTROLS:

Provide local ventilation at filling zones and areas where leakage is probable. Mechanical (general) ventilation may be adequate for other operating and storage areas.

### PERSONAL PROTECTIVE EQUIPMENT

#### SKIN PROTECTION:

Skin contact with refrigerant may cause frostbite. General work clothing and gloves (leather) should provide adequate protection. If prolonged contact with liquid or gas is anticipated, insulated gloves constructed of PVA, neoprene or butyl rubber should be used. Any contaminated clothing should be promptly removed and washed before reuse.

#### EYE PROTECTION:

For normal conditions, wear safety glasses. Where there is reasonable probability of liquid contact, wear chemical safety goggles.

# NATIONAL REFRIGERANTS™

R-134A

## RESPIRATORY PROTECTION:

None generally required for adequately ventilated work situations. For accidental release or non-ventilated situations, or release into confined space, where the concentration may be above the PEL of 1,000 ppm, use a self-contained, NIOSH approved breathing apparatus or supplied air respirator. For escape: use the former or a NIOSH approved gas mask with organic vapor canister.

## ADDITIONAL RECOMMENDATIONS:

Where contact with liquid is likely, such as in a spill or leak, impervious boots and clothing should be worn. High dose-level warning signs are recommended for areas of principle exposure. Provide eyewash stations and quick-drench shower facilities at convenient locations. For tank cleaning operations, see OSHA regulations, 29 CFR 1910.132 and 29 CFR 1910.133.

## EXPOSURE GUIDELINES

<u>INGREDIENT NAME</u>	<u>ACGIH TLV</u>	<u>OSHA PEL</u>	<u>OTHER LIMIT</u>
1,1,1,2-Tetrafluoroethane	None	None	*1000 ppm TWA (8hr)

\* = Workplace Environmental Exposure Level (AIHA)

## OTHER EXPOSURE LIMITS FOR POTENTIAL DECOMPOSITION PRODUCTS:

Hydrogen Fluoride: ACGIH TLV: 2 ppm ceiling, 0.5 ppm TLV-TWA

## 9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	Clear, colorless liquid and vapor
PHYSICAL STATE:	Gas at ambient temperatures
MOLECULAR WEIGHT:	102
CHEMICAL FORMULA:	F <sub>3</sub> CCH <sub>2</sub> F
ODOR:	Faint ethereal odor
SPECIFIC GRAVITY (water = 1.0):	<1.22
SOLUBILITY IN WATER (weight %):	0.15 wt%
pH:	Neutral
BOILING POINT:	-26.2°C (-15.1°F)
FREEZING POINT:	-92.5°C (-141.9°F)
VAPOR PRESSURE:	85.8 psia @ 70°F 213.4 psia @ 130°F
VAPOR DENSITY (air = 1.0):	3.5
EVAPORATION RATE:	>1
% VOLATILES:	100
FLASH POINT:	Not applicable

COMPARED TO: CCl<sub>4</sub> = 1

(Flash point method and additional flammability data are found in Section 5.)

# NATIONAL REFRIGERANTS™

R-134A

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## 10. STABILITY AND REACTIVITY

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### NORMALLY STABLE? (CONDITIONS TO AVOID):

The product is stable.

Do not mix with oxygen or air above atmospheric pressure. Any source of high temperatures, such as lighted cigarettes, flames, hot spots or welding may yield toxic and/or corrosive decomposition products.

### INCOMPATIBILITIES:

(Under specific conditions: e.g. very high temperatures and/or appropriate pressures) – Freshly abraded aluminum surfaces (may cause strong exothermic reaction). Chemically reactive metals: potassium, calcium, powdered aluminum, magnesium, and zinc.

### HAZARDOUS DECOMPOSITION PRODUCTS:

Halogens, halogen acids and possibly carbonyl halides.

### HAZARDOUS POLYMERIZATION:

Will not occur.

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## 11. TOXICOLOGICAL INFORMATION

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### IMMEDIATE (ACUTE) EFFECTS:

LC<sub>50</sub> : 4 hr. (rat) - > 500,000 ppm / Cardiac Sensitization threshold (dog) 80,000 ppm. NOEL – 50,000 ppm

### DELAYED (SUBCHRONIC AND CHRONIC) EFFECTS:

Not mutagenic in four tests

Teratogenic NOEL (rat and rabbit) – 40,000 ppm

Subchronic inhalation (rat) NOEL – 50,000 ppm

Chronic NOEL – 10,000 ppm

### OTHER DATA:

Metabolism <0.5% as CO<sub>2</sub> in tests at 50,000 ppm, late developing benign tumors were found.

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## 12. ECOLOGICAL INFORMATION

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### Degradability (BOD):

R-134A is a gas at room temperature; therefore, it is unlikely to remain in water.

Octanol Water Partition Coefficient: Log P<sub>ow</sub> = 1.06

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## 13. DISPOSAL CONSIDERATIONS

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### RCRA

Is the unused product a RCRA hazardous waste if discarded?  
If yes, the RCRA ID number is:

Not a hazardous waste  
Not applicable

# NATIONAL REFRIGERANTS™

R-134A

## OTHER DISPOSAL CONSIDERATIONS:

Disposal must comply with federal, state, and local disposal or discharge laws. R-134A is subject to U.S. Environmental Protection Agency Clean Air Act Regulations Section 608 in 40 CFR Part 82 regarding refrigerant recycling.

The information offered here is for the product as shipped. Use and/or alterations to the product such as mixing with other materials may significantly change the characteristics of the material and alter the RCRA classification and the proper disposal method.

## 14. TRANSPORT INFORMATION

**US DOT PROPER SHIPPING NAME:** 1,1,1,2-Tetrafluoroethane  
**US DOT HAZARD CLASS:** 2.2  
**US DOT PACKING GROUP:** Not applicable  
**US DOT ID NUMBER:** UN3159

For additional information on shipping regulations affecting this material, contact the information number found in Section 1.

## 15. REGULATORY INFORMATION

### TOXIC SUBSTANCES CONTROL ACT (TSCA)

**TSCA INVENTORY STATUS:** Listed on the TSCA inventory  
**OTHER TSCA ISSUES:** None

### SARA TITLE III / CERCLA

“Reportable Quantities” (RQs) and/or “Threshold Planning Quantities” (TPQs) exist for the following ingredients.

<u>INGREDIENT NAME</u>	<u>SARA / CERCLA RQ (lb.)</u>	<u>SARA EHS TPQ (lb.)</u>
No ingredients listed in this section		

Spills or releases resulting in the loss of any ingredient at or above its RQ requires immediate notification to the National Response Center [(800) 424-8802] and to your Local Emergency Planning Committee.

**SECTION 311 HAZARD CLASS:** IMMEDIATE  
PRESSURE

### **SARA 313 TOXIC CHEMICALS:**

The following ingredients are SARA 313 “Toxic Chemicals”. CAS numbers and weight percents are found in Section 2.

<u>INGREDIENT NAME</u>	<u>COMMENT</u>
No ingredients listed in this section	

## STATE RIGHT-TO-KNOW

In addition to the ingredients found in Section 2, the following are listed for state right-to-know purposes.

<u>INGREDIENT NAME</u>	<u>WEIGHT %</u>	<u>COMMENT</u>
No ingredients listed in this section		



**R-134A**

**ADDITIONAL REGULATORY INFORMATION:**

R-134A is subject to U.S. Environmental Protection Agency Clean Air Act Regulations at 40 CFR Part 82.

**WARNING: DO NOT vent** to the atmosphere. To comply with provisions of the U.S. Clean Air Act, any residual must be recovered. **Contains 1,1,1,2-Tetrafluoroethane (HFC-134a)**, a greenhouse gas which may contribute to global warming.

**WHMIS CLASSIFICATION (CANADA):**

This product has been evaluated in accordance with the hazard criteria of the CPR and the MSDS contains all the information required by the CPR.

**FOREIGN INVENTORY STATUS:**

Canada – Listed on DSL  
EU - EINECS # 223770

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**16. OTHER INFORMATION**

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**CURRENT ISSUE DATE:** December, 2008

**PREVIOUS ISSUE DATE:** August, 2007

**OTHER INFORMATION:** HMIS Classification: Health – 1, Flammability – 1, Reactivity – 0  
NFPA Classification: Health – 2, Flammability – 1, Reactivity – 0  
ANSI/ASHRAE 34 Safety Group – A1  
UL Classified

Regulatory Standards:

1. OSHA regulations for compressed gases: 29 CFR 1910.101
2. DOT classification per 49 CFR 172.101

Toxicity information per PAFT Testing

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**17. DISCLAIMER**

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National Refrigerants, Inc. believes that the information and recommendations contained herein (including data and statements are accurate as of the date hereof. NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE CONCERNING THE INFORMATION PROVIDED HEREIN. The information provided herein relates only to the specific product designated and may not be valid where such product is used in combination with any other methods of use of the product and of the information referred to herein are beyond the control of National Refrigerants. National Refrigerants expressly disclaims any and all liability as to any results obtained or arising from any use of the product or reliance on such information.

## Bottled Water Cooler



# Visions® LX

### Product:

Hot and Cold or Cook and Cold

### Models:

VW 110LX | VW 210LX

### Features:

High quality, high output Refrigeration and Heating Systems

ABS front panels for upgraded look

High quality 1.7 amp compressor chills water fast

6.0 amp heater delivers plenty of hot water

Two piece washable drip tray

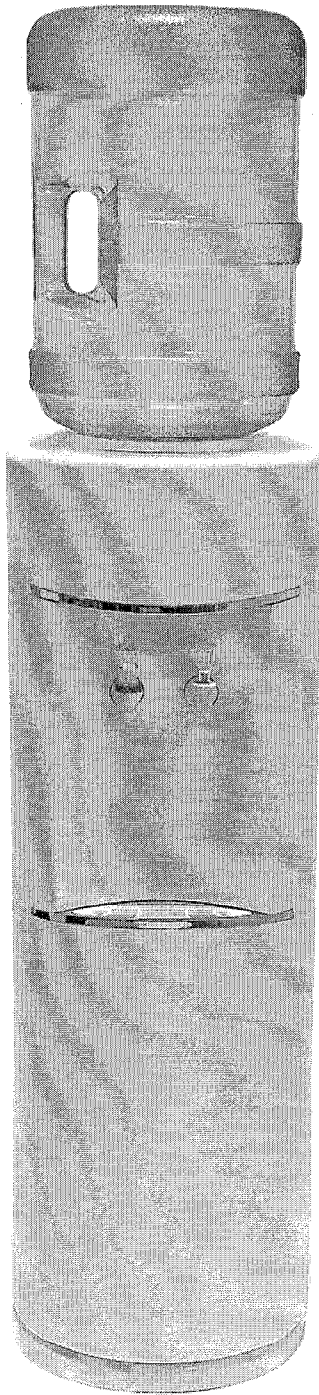
Industry standard Tomlinson faucets

304 Stainless Steel reservoir

All internal components are interchangeable with Reflections® coolers

UL Listed

Energy Star Rated



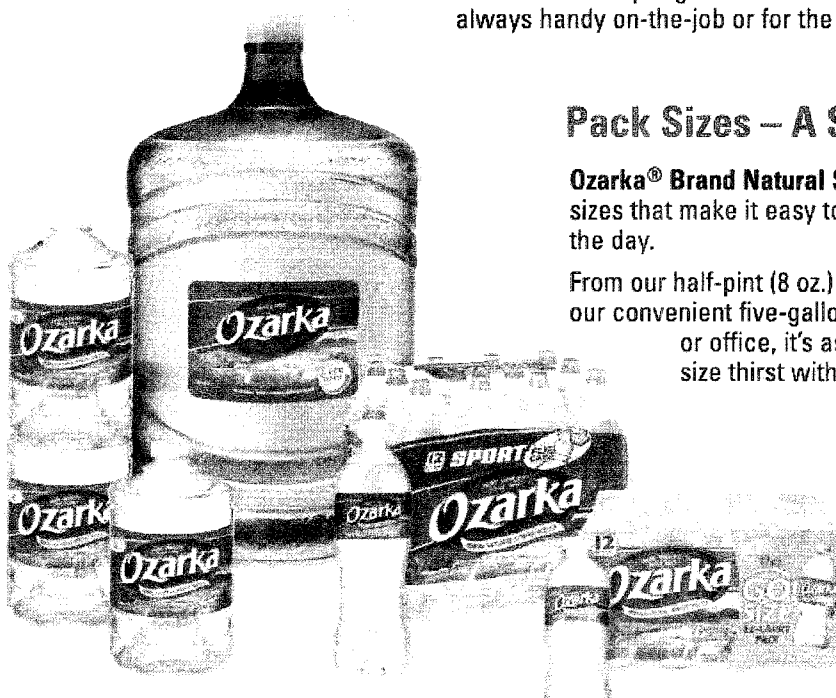
VW 210LX





**"Goes Where You Go"**

Ozarka® Brand Natural Spring Water is sealed in tamper-evident, recyclable plastic containers for shipment throughout Texas and the southcentral United States. You can find it in various retail outlets throughout Arkansas, Texas, Louisiana, Mississippi and portions of Tennessee, Missouri and Kansas. Ozarka® Brand Natural Spring Water is also delivered to homes and offices, so it is always handy on-the-job or for the family.



**Pack Sizes – A Size to Satisfy Every Thirst**

Ozarka® Brand Natural Spring Water comes in convenient bottle sizes that make it easy to take with you to stay hydrated throughout the day.

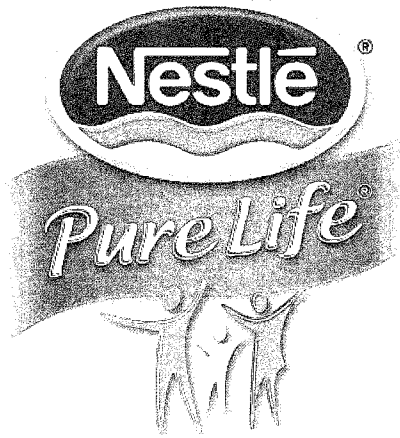
From our half-pint (8 oz.) and popular 700ml flip cap bottles to our convenient five-gallon bottles and dispensers for your kitchen or office, it's as easy as it is convenient to quench any size thirst with Ozarka® Brand products.

Our *natural spring water* single-serve sizes provide pure refreshment that's fast and convenient. It comes in the following package sizes:

- Half-pint (8 oz.), the ideal portable size for adults and children
- 12 oz. GO! SIZE bottle that's the perfect size to fit in your bag and quench your thirst
- 0.5 Liter (16.9 oz.), our most popular size
- 700ml flip cap, for your active lifestyle
- 1 Liter (33.8 oz.), larger size for bigger, active thirsts
- 1.5 Liter (50.7 oz.), for all-day outings
- 3 Liter (101.4 oz.), convenient stackable bottles
- 2.5-Gallon, with finger-friendly spout

Most sizes are available individually, in packs or cases.





## "Goes Where You Go"



Nestlé® Pure Life® Purified Water is sealed in tamper-evident, recyclable plastic containers for shipment throughout the United States. You can find it in various retail outlets.

## A Size to Satisfy Every Thirst

Consumers appreciate the variety of sizes in which Nestlé® Pure Life® Purified Water is available. Our single-serve sizes provide pure refreshment that's fast and convenient.

It comes in the following sizes:

- 0.5 Liter – Our convenient .5 Liter bottle is our most popular size.
- 700 mL – Built-in grip is great for an active lifestyle.
- 8 oz. – Great on the go and perfect size for lunch boxes and parties.

We also offer:

- 3 Liter – Easy to store and easy to stack!
- 1 Gallon – Easy pour handle!
- 3 Gallon – Ideal for mealtime.
- 5 Gallon – Perfect for home delivery.

Most sizes are available individually, in packs or cases. Most of our packages are bilingual (English/Spanish).

Nestlé® Direct™ offers convenient and reliable delivery of a selection of top beverage brands for your home and business needs.

Our 3 and 5-Gallon bottles of Nestlé® Pure Life® Purified Water are a great way to keep everyone refreshed and hydrated. You can also choose from convenient on-the-go sizes and other refreshing products that will satisfy every mood and any occasion.

New service offerings enable you to create on-time deliveries whenever you want and order as much as you need with "Anytime Ordering." It's perfect for planning for special occasions or one-time events. Or you can choose "Auto Delivery" and be sure to never run out of your favorite beverages again.

Whatever your beverage needs, Nestlé® Direct™ will tailor a delivery that's right for you. Visit [NestlePureLifeDelivery.com](http://NestlePureLifeDelivery.com) to learn more or to place an order.



## **Nestlé Waters Statement of Qualifications - Overall**

Our history begins in 1976 when our company was formed to market Perrier® Sparkling Natural Mineral Water in North America, a beverage that launched a generation of bottled water drinkers. Perrier changed what people chose to drink and started a bottled water culture, appealing to active, health-minded individuals. Of course, Perrier's history goes back much farther to ancient times when people began to prize the spring's waters for their crisp taste and replenishing flavor.

In 1980, with the belief that bottled water would become even more popular as an alternative to traditional drinks, we began to seek other high-quality brand name waters with regional followings and a rich heritage. The first domestic bottled water brand we added to our portfolio was Poland Spring® Brand Natural Spring Water, first bottled in Maine in 1845.

In 1982, we added other regional brands to our line up: Arrowhead, whose mountain spring water comes from mountain sources in the U.S. and Canada, Zephyrhills whose Florida spring sources are naturally filtered through mineral rich limestone, and Ozarka, whose natural spring water draws its distinct flavor from several Texas natural springs. For each brand, we looked for quality product with a unique heritage and a distinct flavor.

Today, we have a rich selection of regional, national and even imported bottled water brands, each with their own distinctive character, sources and heritage.

Nestlé Waters is considered *The Water Solution Experts* within the drinking water industry, especially due to our ability to provide a single-source for all of our customer's employee drinking water program needs. A leader in water filtration cooler and bottled water cooler service solutions, Nestlé Waters is the home or office beverage delivery service division - the third largest non-alcoholic beverage company by volume in the U.S. and a member of the corporate family of Nestlé Waters S.A. As the world's largest healthy hydration company, Nestlé Waters S.A. has developed strict processes to ensure that its customers receive the "very best" products & services that are of the highest quality.

Nestle Waters North America Inc. delivers a variety of leading beverage brands regionally & nationwide. Our service brand is Ready Refresh by Nestle - Regional water brands include Poland Spring™, Ozarka™, Deer Park™, Arrowhead™, Zephyrhills™, & Ice Mountain™. Nationwide, ReadyRefresh delivers still and sparkling water, teas & juice brands such as Nestlé Pure Life™, Perrier™, S.Pellegrino™, Resource™, Acqua Panna™, Nestea™, Sweet Leaf™, & Tradewinds™. Nestle Waters North America Inc. also offers filtration systems to offices under the Accupure brand.

Nestlé Waters employs more than 8,500 full time employees in the United States alone. Of our total US employee population, there are an average of 600 within our Home and Office Division (the division that provides water filtration cooler and bottled water cooler services to our US based customers). Nestlé Waters always has available needed resources to add additional staff to ensure ongoing support of all services we provide and complete customer satisfaction.

The Nestlé Waters US based vehicle fleet consists of 1,844 route delivery trucks, vans and pick up trucks. At all times our bottled water inventory is maintained at a minimum level that will ensure at the very least a one and a half day supply is readily available for all of our customers throughout the nation.

#### LEASED WATER FILTRATION COOLER: NESTLÉ WATERS' WARRANTY

Nestlé Waters' leased water filtration cooler equipment warranty is very simple, in the event of any equipment performance problems or concerns we will be pleased to replace that unit within two business days for any non-emergencies. For any "emergency" we will make every effort to replace that unit by next business day we will make every effort to replace that unit by next business day.

#### References

##### Harris County

Name: Melissa McCord

Phone: (713) 274-4424

Monthly quantity: approximately 5500 5 gallon bottles

##### Montgomery County

Name: Stephanie Keeton, CPPB

Phone: 936.538.3536

Monthly quantity: approximately 800 5 gallon bottles

##### Brazoria County

Name: Natasha D.N. Stulberg, CPPB

Phone: 979.864.1677

Monthly quantity: approximately 300 5 gallon bottles

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-25154

Date Filed:  
03/11/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nestle Waters North America Inc  
900 Long Ridge, CT United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort hend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

B16-060  
Bottled Drinking Water

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

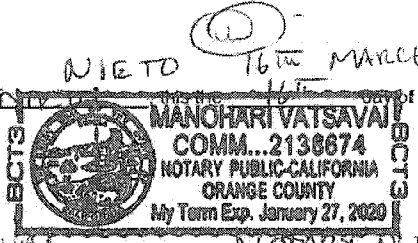
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Katherine Nieto 3/16/16  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said KATHERINE NIETO on this 16th day of MARCH, 2016, to certify which, witness my hand and seal of office.



Manohari Vatsavai MANOHARI VATSAVAI NOTARY PUBLIC  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

