

Fort Bend County Tabulation
B23-034
Term Contract for Bottled Drinking Water

Term: April 1, 2023 through March 31, 2024

Recommended: ReadyRefresh

Description	Estimated Annual Quantity	ReadyRefresh		The 3C Companies	
		Unit Bid Price	Extended Price	Unit Bid Price	Extended Price
Cold Water Dispenser rental per Month	2100	\$ 3.99	\$ 8,379.00	\$ 21.54	\$ 45,234.00
5 Gallon Drinking Water	11200	\$ 5.25	\$ 58,800.00	\$ 4.75	\$ 53,200.00
4.25 oz Cone Cups, 200 per sleeve	30	\$ 3.99	\$ 119.70	\$ 7.97	\$ 239.10
9 oz. Clear Plastic Cups, 50 per sleeve	2100	\$ 3.99	\$ 8,379.00	\$ 5.20	\$ 10,920.00
10 oz. Paper Cups, 50 per sleeve	120	\$ 3.99	\$ 478.80	\$ 6.91	\$ 829.20
8 oz Spring Bottled Water, per case of 48 For Commissioner's Court Use Only	25	\$ 10.99	\$ 274.75	\$ 12.49	\$ 312.25
Hot & Cold Water Dispenser rental per Month	240	\$ 4.99	\$ 1,197.60	\$ 29.75	\$ 7,140.00
Grand Total:			\$ 77,628.85		\$ 117,874.55

DS Services of America, Inc. - Disqualified: Due to not providing sufficient references



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	BlueTriton Brands, Inc.												
Business Name (if different from legal name)	ReadyRefresh												
Federal ID # or S.S. #	94-3027237	DUNS # 0-133-6568											
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business? 100 +										
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	PO Box 856680												
City/State/Zip	Louisville, KY 40285												
Physical Address	9351 East Point Drive - South Point Business												
City/State/Zip	South Houston, TX 40285												
Phone/Fax Number	Phone: 203-531-4100 Fax: _____												
Contact Person	Leslie Kincheloe												
E-mail	Leslie Kincheloe@bluetriton.com												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
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Company's gross annual receipts	<table border="1"> <tr> <td><\$500,000 _____</td> <td>\$500,000-\$4,999,999 _____</td> </tr> <tr> <td>\$5,000,000-\$16,999,999 _____</td> <td>\$17,000,000-\$22,399,999 _____</td> </tr> <tr> <td colspan="2">>\$22,400,000 <input checked="" type="checkbox"/> _____</td> </tr> </table>			<\$500,000 _____	\$500,000-\$4,999,999 _____	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 <input checked="" type="checkbox"/> _____					
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>\$22,400,000 <input checked="" type="checkbox"/> _____													
NAICs codes (Please enter all that apply)	312112												
Signature of Authorized Representative													
Printed Name	Kathy Nieto												
Title	Sales Support Coordinator												
Date	2/21/2023												

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire 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. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 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 Addenda: No interpretation of the meaning of the drawings, specifications or other

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bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@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 addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, February 21, 2023 at 9:00 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

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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.

- 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

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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 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.~~[RESERVED]
- 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

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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 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. Notwithstanding the foregoing, the vendor may sell, assign, transfer and convey its services in connection with the sale of all or substantially all of its assets, by operation of law, by merger or pursuant to a change of control transaction.
- 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.

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- 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,

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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 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 Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests 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.

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

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County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, ~~in duplicate~~ ^{single}. 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 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 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

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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 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

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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 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

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Initials of Bidder: _____

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 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. Notwithstanding the foregoing, Seller may sell, assign, transfer and convey its services in connection with the sale of all or substantially all of its assets, by operation of law, by merger or pursuant to a change of control transaction.

- 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

Initials of Bidder: KM

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 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:

The term of this contract is **April 1, 2023 through March 31, 2024**, renewable annually for four (4) years (through March 31, 2028) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

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Initials of Bidder: _____

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 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.
- 5.2 On-line instructions:
- 5.2.1 Name of governmental entity is to read: Fort Bend County.
- 5.2.2 Identification number used by the governmental entity is: B23-034.
- 5.2.3 Description is the title of the solicitation: Bottled Drinking Water.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the

Initials of Bidder: KN

prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee. Notwithstanding the foregoing, Contractor may sell, assign, transfer and convey its services in connection with the sale of all or substantially all of its assets, by operation of law, by merger or pursuant to a change of control transaction.

9.0 AWARD:

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

10.0 VENDOR RESPONSIBILITIES:

- 10.1 Vendor is responsible for maintaining bottled water supply and storage of bottled drinking water.
- 10.2 Vendor is responsible for inside delivery of bottled water to various departments throughout the County on a bi-weekly basis.
- 10.3 Vendor must deliver and maintain rental water dispensers.
- 10.4 Vendor must supply a delivery ticket with each delivery.
- 10.5 Vendor must bill each County department separately on a monthly basis with all invoices addressed to the Auditor at 301 Jackson, Richmond TX, 77469.
- 10.6 Vendor may not deliver additional products to departments without a separate purchase order.

11.0 BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5.

12.0 REFERENCES:

Bidder must submit, with bid response, a minimum of three (3) letters of reference from current contracts (similar or larger operations) on reference's letterhead, with whom they have maintained a contract with for at least one (1) year. Dates for which the referenced work/contract term was performed, representative name which can be contacted, telephone number, mailing and email address must be included for each letter of reference.

13.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website <https://sam.gov/content/home> along with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>.

Initials of Bidder: KN

14.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide with submission:

- 14.1 Electronic Excel file of Pricing Form on flash drive and printed hard copy
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification
- 14.5 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder: KN

**Contract Sheet
Bid 23-034**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 28 day of March, 2023,

by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by

County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and

BlueTriton Brands, 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.

Stamford, CT

Executed at Richmond, Texas this 28th day of March, 2023.

Fort Bend County, Texas

By: KP George
County Judge KP George

County Judge, KP George

By: Kathy Nieto

Signature of Contractor

Kathy Nieto Sales Support Coordinator

By: _____

Printed Name and Title

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BlueTriton Brands Inc		
2 Business name/disregarded entity name, if different from above ReadyRefresh		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 856680		Requester's name and address (optional)
6 City, state, and ZIP code Louisville, KY 40285-6680		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
9	4	-	3	0	2	7	2	3	7

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 for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/3/23
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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*, later.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BlueTriton Brands, Inc.	
	2 Business name/disregarded entity name, if different from above ReadyRefresh by BlueTriton Brands, Inc	
	3 Check appropriate box for federal tax classification; check <u>only one</u> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) BlueTriton Brands, Inc	
	6 City, state, and ZIP code 9351 East Point Dr. South Houston, TX 77054	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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.

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.

Social security number								
N/A			-					
or								
Employer identification number								
9	4		-	3	0	2	7	2 3 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶
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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.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2—The United States or any of its agencies or instrumentalities
 - 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
 - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5—A corporation
 - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
 - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
 - 8—A real estate investment trust
 - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10—A common trust fund operated by a bank under section 584(a)
 - 11—A financial institution
 - 12—A middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: RFO

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

Taxpayer Identification Number (T.I.N.): ReadyRefresh by BlueTriton Brands, Inc

Company Name submitting Bid/Proposal: BlueTriton Brands, 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

ReadyRefresh by BlueTriton Brands, 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.)

Fort Bend County Tax Acct. No.*

Property address or location**

N/A

* *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 BlueTriton Brands, 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
[Company Name]
§2252.001 and our principal place of business is _____.

[City and State]

Mandatory Form



Contractor Acknowledgement of Storm Water 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:

BlueTriton Brands, Inc

(Company/Contractor)

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

Kathy Nieto

Digitally signed by Kathy Nieto
Date: 2023.02.22 16:55:00 -08'00'

2/21/2023

Contractor Signature

Date

Kathy Nieto

Printed Name

Sales Support Coordinator

Title

EE REED

CONSTRUCTION, L.P.

February 22, 2023

Blue Triton Brands
9351 E. Point Dr.
Houston, TX 77054

To Whom It May Concern

I am reaching out today to recommend the services of Blue Triton Brands (formerly ReadyRefresh).

EE Reed Construction has been using their services since 2013. I have been privy to their excellent service for the past 6 years and have found them to be very reliable, they do an excellent job and they have competitive rates.

They have provided services to our many jobsites and our main office over the years. They have always provided us with a very knowledgeable and attentive point of contact. Our current point of contact Leslie Kramer is an excellent service representative and looks at overall needs when providing us service.

I am happy to recommend the services of Blue Triton Brands. If you have any questions, feel free to contact me.

Sincerely



Louise Lara

Accounts Payable Accounts Receivable

EE REED
CONSTRUCTION, L.P.

333 Commerce Green Blvd.
Sugar Land, TX 77478

O: 281.933.4000 | F: 281.933.4852

www.eereed.com

Building Success. Building Relationships.



Sugar Land, TX 77478



February 22, 2023

I would like to write a letter of recommendation for Leslie Kincheloe of Blue Triton. The Lamar CISD School District has been doing business with Ready Refresh since 03-18-2015. As our school district has grown, we have called on Ready Refresh to provide an increase in service. They have been excellent partners in offering us great service. They have been able to fulfill our ever changing needs without any issues. Ready Refresh has grown with us from servicing one department to now covering four district departments and 4 campuses.

Leslie has been a wonderful support to me. I recommend Blue Triton wholeheartedly.

Any further questions, please contact me.

Sincerely,

Erlynn Nunn

Mr. Erlynn Nunn, CTSBS
Purchasing Specialist.
4901 Avenue I, Rosenberg, TX 77471
Purchasing Dept.
Lamar CISD
832-223-0168





January 1, 2023

Attention: Miami-Dade Aviation Department
Risk Management and Airside Operations
Post Office Box 025504
Miami, FL 33102

SERVICE AGREEMENT

This confirms that the service agreement between Bluetriton Brands, Inc. and ENVOY AIR INC, located at Miami International Airport remains active at the present time. We intend to maintain the agreement in effect for at least one year term.

Bluetriton Brands, Inc agrees to provide services under the following terms:

EFFECTIVE DATE:

10/21/2014

SCOPE OF SERVICES:

Delivery of five-gallon water bottles.

TERM:

Said agreement is currently active and it will be in effect at least through December of 2023.

Envoy Air, Inc

A handwritten signature in black ink, appearing to read "Estibaliz Morante".

Estibaliz Morante

Title: Manager of MIA Admin Hub

Bluetriton Brands, Inc

A handwritten signature in black ink, appearing to read "Kristina L. Falcon".

Kristina L. Falcon

Title: Area Growth Manager

Envoy
P.O. Box 260250,
Miami, FL 33126



BLUETRITON™

COMPANY HISTORY OVERVIEW & QUALIFICATION:

A Brief Introduction & History of BlueTriton Brands, Inc.

BlueTriton Brands history goes back to the 19th century when various small local companies were established to provide spring water to people, companies with brands such as Poland Spring, Arrowhead, Deer Park and Ozarka were serving customers before the turn of the twentieth century. In 1976 a group of businessmen formed a company to promote the sale of Perrier Sparkling Mineral water; this company, which had expanded into domestic spring water by purchasing some of the existing domestic companies, was eventually purchased by BlueTriton Brands in 2021.

Overall Qualifications

BlueTriton Brands has been meeting the water cooler and healthy hydration needs of clients throughout the United States. A leader in bottled water cooler and water filtration cooler service industries.

BlueTriton Brands services more than 1.3 million customers nationally, providing bottled water cooler, water filtration cooler and healthy hydration services, resulting in annual sales volume averaging \$4.2 billion. BlueTriton Brands is large private corporation that employs more than 7,200 full time employees in the United States at 72 branches nationwide and alone and has available needed resources to add additional staff when necessary to ensure ongoing support of all services we provide and complete customer satisfaction.

BlueTriton Brands US based vehicle fleet consists of over 1,850 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.

We dedicate millions of dollars, full time employees and the latest technical resources to our water cooler division. Furthermore, we only offer the highest quality bottled water products in the industry, along with ES (Energy Star) rated water coolers and 3rd party independently certified filtration technologies only. No subcontractors or 3rd party will be used for this project. BlueTriton Brands owns and operates all its own delivery vehicles and service trucks and does not rely on any outside/3rd party provider for the delivery of our services to clients.



2021 Ozarka Water Analysis Report

Parameter	Reporting Limit	FDA SOQ / EPA MCL	Ozarka® Distilled Water	Ozarka® Spring Water	Ozarka® Sparkling Water
Primary Inorganics					
Antimony	0.001	0.006	ND	ND	ND
Arsenic	0.002	0.01	ND	ND	ND
Asbestos (MFL)	0.2	7	ND	ND	ND
Barium	0.1	2	ND	ND	ND
Beryllium	0.001	0.004	ND	ND	ND
Cadmium	0.001	0.005	ND	ND	ND
Chromium	0.005	0.1	ND	ND	ND
Cyanide	0.1	0.2	ND	ND	ND
Fluoride	0.1	2.0 (1.4 – 2.4)	ND	ND	ND
Lead	0.002	0.005	ND	ND	ND
Mercury	0.001	0.002	ND	ND	ND
Nickel	0.01	0.1	ND	ND	ND
Nitrate as N	0.4	10	ND	ND-1.7	ND - 1.9
Nitrite as N	0.4	1	ND	ND	ND
Selenium	0.005	0.05	ND	ND	ND
Thallium	0.001	0.002	ND	ND	ND
Secondary Inorganics					
Alkalinity, Total as CaCO ₃	2	NR	ND	4.9-12	ND - 140
Aluminum ♦	0.05	0.2	ND	ND	ND
Boron	0.1	NR	ND	ND	ND
Bromide	0.005	NR	NULL	0.1-0.11	0.011 - 0.018
Calcium	1	NR	ND	3.2-6.3	1.4 - 48
Chloride ♦	1	250	ND	8.7-28	2 to 2.6
Copper	0.05	1	ND	ND	ND
Iron ♦	0.1	0.3	ND	ND	ND
Magnesium	0.5	NR	ND	1.4-2.1	.57 - 7.3
Manganese ♦	0.02	0.05	ND	ND	ND
pH (pH Units) ♦		6.5 – 8.5	5.8	6-7	4 - 5.6
Potassium	1	NR	ND	1.9-3.1	ND - 2.2
Silver ♦	0.01	0.1	ND	ND	ND
Sodium	1	NR	ND	4.8-14	1.6 - 9.6
Specific Conductance @ 25C (umhos/cm)	2	NR	ND	64-140	92 - 330
Sulfate ♦	0.5	250	ND	2.1-7.8	2.6 - 11
Total Dissolved Solids ♦	10	500	ND	57-110	32 - 180
Total Hardness (as CaCO ₃)	3	NR	ND	14-24	5.8 - 150
Zinc ♦	0.05	5	ND	ND	ND
Physical					
Apparent Color (ACU) ♦	3	15	ND	ND	ND
Odor at 60 C (TON) ♦	1	3	ND	ND	ND - 2
Turbidity (NTU)	0.1	5	ND	ND-0.14	ND - 0.13
Microbiologicals					
Total Coliforms (Cfu/100 mL)	1	Absent	ND	ND	ND
Radiologicals					
Gross Alpha (pCi/L)	3	15	ND	ND	ND
Gross Beta (pCi/L)	4	50.00	ND	ND-4.2	ND
Radium-226 + Radium-228 (sum) (pCi/L)		5	ND	ND	ND
Uranium	0.001	0.03	ND	ND	ND - 0.0034
Volatile Organic Compounds					
1,1,1-Trichloroethane (1,1,1-TCA)	0.0005	0.2	ND	ND	ND
1,1,2,2-Tetrachloroethane	0.0005	0.001	ND	ND	ND
1,1,2-Trichloroethane (1,1,2-TCA)	0.0005	0.005	ND	ND	ND
1,1,2-Trichlorotrifluoroethane	0.01	1.200	ND	ND	ND
1,1-Dichloroethane (1,1-DCA)	0.0005	0.005	ND	ND	ND
1,1-Dichloroethylene	0.0005	0.007	ND	ND	ND
1,2,4-Trichlorobenzene	0.0005	0.07	ND	ND	ND
1,2-Dichlorobenzene (o-DCB)	0.0005	0.6	ND	ND	ND
1,2-Dichloroethane (1,2-DCA)	0.0005	0.005	ND	ND	ND
1,2-Dichloropropane	0.0005	0.005	ND	ND	ND
1,4-dichlorobenzene (p-DCB)	0.0005	0.075	ND	ND	ND
Benzene	0.0005	0.005	ND	ND	ND
Carbon tetrachloride	0.0005	0.005	ND	ND	ND
Chlorobenzene (Monochlorobenzene)	0.0005	0.1	ND	ND	ND
cis-1,2-Dichloroethylene	0.0005	0.07	ND	ND	ND



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Ethylbenzene	0.0005	0.7	ND	ND	ND
Methylene Chloride (Dichloromethane)	0.0005	0.005	ND	ND	ND
Methyl-tert-Butyl-ether (MTBE)	0.003	0.013	ND	ND	ND
Styrene	0.0005	0.1	ND	ND	ND
Tetrachloroethylene	0.0005	0.005	ND	ND	ND
Toluene	0.0005	1	ND	ND	ND
trans-1,2-Dichloroethylene	0.0005	0.1	ND	ND	ND
trans-1,3-Dichloropropene (Telone II)	0.0005	0.0005	ND	ND	ND
Trichloroethene (TCE)	0.0005	0.005	ND	ND	ND
Trichlorofluoromethane (Freon 11)	0.005	0.150	ND	ND	ND
Vinyl chloride (VC)	0.0005	0.002	ND	ND	ND
Xylene (Total)	0.001	10	ND	ND	ND
Chlorinated Acid Herbicides					
2,4,5-TP (Silvex)	0.001	0.05	ND	ND	ND
2,4-Dichlorophenoxyacetic acid (2,4-D)	0.01	0.07	ND	ND	ND
Bentazon	0.002	0.018	ND	ND	ND
Dalapon	0.01	0.2	ND	ND	ND
Dinoseb	0.002	0.007	ND	ND	ND
Pentachlorophenol	0.0002	0.001	ND	ND	ND
Picloram	0.001	0.5	ND	ND	ND
Chlorinated Pesticides					
Alachlor	0.001	0.002	ND	ND	ND
Chlordane	0.0001	0.002	ND	ND	ND
Endrin	0.0001	0.002	ND	ND	ND
Heptachlor	0.00001	0.0004	ND	ND	ND
Heptachlor epoxide	0.00001	0.0002	ND	ND	ND
Lindane	0.0002	0.0002	ND	ND	ND
Methoxychlor	0.01	0.04	ND	ND	ND
Polychlorinated biphenyls (PCBs)	0.0005	0.0005	ND	ND	ND
Toxaphene	0.001	0.003	ND	ND	ND
Miscellaneous Herbicides					
2,3,7,8-TCDD (DIOXIN)(ng/L)	0.005	0.03	ND	ND	ND
Diquat	0.004	0.02	ND	ND	ND
Endothall	0.045	0.1	ND	ND	ND
Glyphosate	0.025	0.7	ND	ND	ND
Semi-Volatile Organic Compounds (Acid/Base/Neutral extractables)					
Atrazine	0.0005	0.003	ND	ND	ND
Benzo(a)pyrene	0.00001	0.0002	ND	ND	ND
bis(2-Ethylhexyl)phthalate	0.003	0.006	ND	ND	ND
Di(2-ethylhexyl)adipate	0.005	0.4	ND	ND	ND
Hexachlorobenzene	0.0005	0.001	ND	ND	ND
Hexachlorocyclopentadiene	0.001	0.05	ND	ND	ND
Molinate	0.002	0.020	ND	ND	ND
Simazine	0.001	0.004	ND	ND	ND
Thiobencarb	0.001	0.070	ND	ND	ND
Carbamates (Pesticides)					
Aldicarb	0.001	0.003	ND	ND	ND
Aldicarb sulfone	0.001	0.002	ND	ND	ND
Aldicarb sulfoxide	0.001	0.004	ND	ND	ND
Carbofuran	0.005	0.04	ND	ND	ND
Oxamyl	0.02	0.2	ND	ND	ND
Microextractables					
1,2-Dibromo-3-chloropropane	0.00001	0.0002	ND	ND	ND
1,2-Dibromoethane (EDB)	0.00002	0.00005	ND	ND	ND
Disinfection Byproducts					
Bromate	0.001	0.01	ND	ND	ND
Chlorite	0.02	1	ND	ND	ND
D/DBP Haloacetic Acids (HAA5)	0.002	0.06	ND	ND	ND
Total Trihalomethanes (Calc.)	0.001	0.08	ND	ND	ND
Residual Disinfectants					
Chloramines	0.1	4	ND	ND	ND
Chlorine Dioxide	0.24	0.8	ND	ND	ND
Chlorine Residual, Total	0.1	4	ND	ND	ND
Other Contaminants					
Perchlorate	0.002	0.002	ND	ND	ND
Perfluorinated Compounds (PFC)					



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11-chloroeicosafluoro-3-oxaundecane-sulfonic acid (ng/L)	◇ 5	◇ 5	ND	ND	ND
4,8-dioxa-3H-perfluorononanoic acid (ADONA) (ng/L)	◇ 5	◇ 5	ND	ND	ND
9-chlorohexadecafluoro-3-oxanone-sulfonic acid (ng/L)	◇ 5	◇ 5	ND	ND	ND
Hexafluoropropylene oxide dimer acid (HFPO-DA) (ng/L)	◇ 5	◇ 5	ND	ND	ND
N-ethyl Perfluorooctanesulfonamidoacetic acid (ng/L)	◇ 5	◇ 5	ND	ND	ND
N-methyl Perfluorooctanesulfonamidoacetic acid (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluorobutanesulfonic acid (PFBS) (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluorodecanoic acid (PFDA) (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluorododecanoic acid (PFDoA) (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluoroheptanoic acid (PFHpA) (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluorohexanesulfonic acid (PFHxS) (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluorohexanoic acid (PFHxA) (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluorononanoic acid (PFNA) (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluorooctanesulfonic acid (PFOS) (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluorooctanoic acid (PFOA) (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluorotetradecanoic acid (PFTA) (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluorotridecanoic acid (PFTTrDA) (ng/L)	◇ 5	◇ 5	ND	ND	ND
Perfluoroundecanoic acid (PFUnA) (ng/L)	◇ 5	◇ 5	ND	ND	ND

All units in (mg/l) or Parts per Million (PPM) unless otherwise indicated.

◆ EPA Secondary Standard - non-enforceable guidelines regulating contaminants that may cause cosmetic or aesthetic effects in drinking water.

† Set by California Dept. of Health Services.

◇ Set by International Bottled Water Association

MRL - Minimum Reporting Limit: Where available, MRLs reflect the Method Detection Limits (MDLs) set by the U.S. Environmental Protection Agency or the Detection Limits for Purposes of Reporting (DLRs) set by the California Department of Health Services. These values are set by the agencies to reflect the minimum concentration of each substance that can be reliably quantified by applicable testing methods, and are also the minimum reporting thresholds applicable to the Consumer Confidence Reports produced by tap water suppliers.

EPA MCL - Maximum Contaminant Level: The highest level of a substance allowed by law in drinking water (bottled or tap water). The MCLs shown are the federal MCLs set by the U.S. Environmental Protection Agency and the Food and Drug Administration, unless no federal MCL exists. Where no federal MCL exists, California MCLs are identified with an (†). International Bottled Water Association MCL are identified with (◇).

Primary Drinking Water Standard (PSWS): Legally enforceable primary standard and treatment techniques that apply to public water systems, which protect health by limiting the levels of contaminants in drinking water.

Public Health Goals (PHG's): Concentrations of drinking water contaminants that pose no significant health risk if consumed for a lifetime, based on current risk assessment principles, practices and methods.

FDA SOQ - Standard of Quality: The standard of quality for bottled water is the highest level of a contaminant that is allowed in a container of bottled water, as established by the United States Food and Drug Administration (FDA) and the California Department of Public Health. The standards can be no less protective of public health than the standards for public drinking water, established by the U.S. Environmental Protection Agency (EPA) or the California Department of Public Health.

Reported Results - The highest level of each substance detected at or above the MRL in representative finished product samples.

ND - Not detected at or above the MRL

NR - Not listed in State or Federal drinking water regulations.

NA - Not applicable to specific test method or test parameter

PPB - Parts per Billion. Equivalent to micrograms per liter (µg/l).

MFL - Million Fibers per Liter.

Ozarka® Natural Spring Water sources; Primary: Roher Spring, Henderson County, TX and/or Moffit Spring, Walker County, TX and/or Piney Woods Spring, Wood County, TX.

Distilled water sources: Primary: Public Water Supply or On-Site Well.

Factory Water Treatment Process for Ozarka® Natural Spring Water, Distilled Water and

The final treatment consists of the following processes:

Spring Water	Distilled Water	Sparkling Spring Water
1. Storage Silo holding filtered source water 2. Microfiltration 3. Ultraviolet and/ or Ozone disinfection 4. Bottling	1. Storage Silo holding filtered source water 2. Distillation 3. Microfiltration 4. Ultraviolet and/or Ozone disinfection 5. Bottling	1. Storage Silo holding filtered source water 2. Microfiltration 3. Ultraviolet and/ or Ozone disinfection 4. CO2 injection 5. Bottling

Statements Required Under California Law

"Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the United States Food and Drug Administration, Food and Cosmetic Hotline (1-888-723-3366)."

"In order to ensure that bottled water is safe to drink, the United States Food and Drug Administration and the State Department of Public Health prescribe regulations that limit the amount of certain contaminants in water provided by bottled water companies."

"Some persons may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons, including, but not limited to, persons with cancer who are undergoing chemotherapy, persons who have undergone organ transplants, persons with HIV/AIDS or other immune system disorders, some elderly persons, and infants can be particularly at risk from infections. These persons should seek advice about drinking water from their health care providers. The United States Environmental Protection Agency and the Centers for Disease Control and Prevention guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791)."

"The sources of bottled water include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water naturally travels over the surface of the land or through the ground, it can pick up naturally occurring substances as well as substances that are present due to animal and human activity. Substances that may be present in the source water include any of the following:

1. Inorganic substances, including, but not limited to, salts and metals, that can be naturally occurring or result from farming, urban storm water runoff, industrial or domestic wastewater discharges, or oil and gas production.
2. Pesticides and herbicides that may come from a variety of sources, including, but not limited to, agriculture, urban storm water runoff, and residential uses.
3. Organic substances that are byproducts of industrial processes and petroleum production and can also come from gas stations, urban storm water runoff, agricultural application, and septic systems.
4. Microbial organisms that may come from wildlife, agricultural livestock operations, sewage treatment plants, and septic systems.
5. Substances with radioactive properties that can be naturally occurring or be the result of oil and gas production and mining activities."

FDA website for recalls:

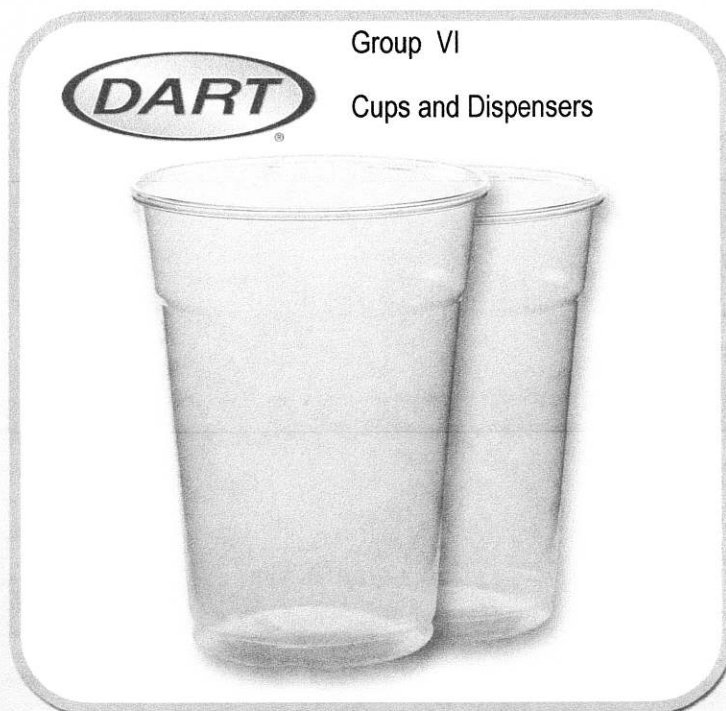
<https://www.fda.gov/Safety/Recalls/default.htm>



Cups Delivered.

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

Nestlé Waters North America Inc.



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



For more information contact your ReadyRefresh representative.

¹ 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 12/31/17; delivery must occur by 1/31/18. © 2017 Nestlé Waters North America, Inc.

Ambient & Cold Dispenser

FEATURES & BENEFITS:

- Compatible with 3- & 5-Gallon bottles
- Dispenses Room Temp. & Cold water
- Convenient One-Hand Dispense Spigot
- Removable multi-use beverage tray
- Low profile, simple design
- Extra Large Filling Area for many Containers
- Available in: White & Black
- L: 38.6in x W: 12.8in x D: 13in; 26.5lb

Perfect for the home or office, the Ambient & Cold dispenser offers crisp tasting water whenever you want it. When you're ready, have a dispenser or a 5-gallon delivered on your schedule and enjoy hydration.



Hot & Cold Dispenser

FEATURES & BENEFITS:

- Compatible with 3- & 5-Gallon bottles
- Dispenses Hot & Cold water
- Convenient One-Hand Dispense Spigot
- Removable multi-use beverage tray
- No-Spill System/Child Resistant Hot lever
- Extra Large Filling Area for many Containers
- Available in: White & Black
- L: 38.6in x W: 12.8in x D: 13in; 26.5lb

Perfect for the home or office, The Hot & Cold dispenser offers crisp tasting water whenever you want it. When you're ready, have a dispenser or a 5-gallon delivered on your schedule and enjoy hydration.



NATIONAL REFRIGERANTS™

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.

INGREDIENT NAME

NTP STATUS

IARC STATUS

OSHA LIST

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

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



R-134A

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

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.

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

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

INGREDIENT NAME

1,1,1,2-Tetrafluoroethane

ACGIH TLV

None

OSHA PEL

None

OTHER LIMIT

*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 ₃ CCH ₂ 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	COMPARED TO: CCl ₄ = 1
% VOLATILES:	100	
FLASH POINT:	Not applicable	

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

NATIONAL REFRIGERANTS™

R-134A

10. STABILITY AND REACTIVITY

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.

11. TOXICOLOGICAL INFORMATION

IMMEDIATE (ACUTE) EFFECTS:

LC₅₀ : 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 CO₂ in tests at 50,000 ppm, late developing benign tumors were found.

12. ECOLOGICAL INFORMATION

Degradability (BOD):

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

Octanol Water Partition Coefficient: Log P_{ow} = 1.06

13. DISPOSAL CONSIDERATIONS

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

16. OTHER INFORMATION

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

17. DISCLAIMER

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.

[illegible]

Fort Bend County Pricing Form
B23-034
Term Contract for Bottled Drinking Water

Term: April 1, 2023 through March 31, 2024

Vendor Name:

Description	Estimated Annual Quantity	Unit Bid Price	Total
*Cold Water Dispenser rental per Month (2100 is the estimated quantity of rental payments in one (1) year) (estimate 175 water dispensers in County)	2100	\$ 3.99	\$ 8,379.00
5 Gallon Drinking Water	11200	\$ 5.25	\$ 58,800.00
4.25 oz Cone Cups, 200 per sleeve	30	\$ 3.99	\$ 119.70
9 oz. Clear Plastic Cups, 50 per sleeve	2100	\$ 3.99	\$ 8,379.00
10 oz. Paper Cups, 50 per sleeve	120	\$ 3.99	\$ 478.80
8 oz Spring Bottled Water, per case of 48 For Commissioner's Court Use Only	25	\$ 10.99	\$ 274.75
Hot & Cold Water Dispenser rental per Month	240	\$ 4.99	\$ 1,197.60
Grand Total:			\$ 77,628.85

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

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

BlueTriton Brands Inc.
Stamford, CT United States

Certificate Number:
2023-986066

Date Filed:
02/21/2023

Date Acknowledged:
03/28/2023

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

Fort bend 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 services, goods, or other property to be provided under the contract.

B23-034
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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)