



Office of Purchasing and Supply Services
Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
301-952-6560 Fax: 301-952-6605

Johnna Smarr, Acting Director

NOTICE OF CONTRACT AWARD

May 8, 2019

Nestle Waters North America Inc.
900 Long Ridge Rd. Bldg 2
Stamford, CT 06902
Tel: 240-904-4395
Contact: Jerry Rimbey
Email: jerry.rimbey@waters.nestle.com

Buyer: Rochandra Lomax-Cook
Phone: 301.952.6568
Fax: 301.952.6605
Email: Rochandra.Lomax-Cook@pgcps.org

Subject: IFB 010-19 Bottled Water Services

Nestle Waters North America Inc. has been selected as the vendor to provide services in accordance with the above-mentioned **IFB 010-19** and quote dated April 25, 2019. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the contract is signed by **Nestle Waters North America Inc.** and the BOARD, authorization for commence to service sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Ten (10) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

PERFORMANCE/PAYMENT BOND

The successful Respondents shall submit a performance or payment bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the IFB, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceed \$100K. (Comar 21.06.07.03) The Board reserves the right to request performance bond for amount under or over \$1,000.00. The performance bond shall be submitted with the return of the signed contract award WITHIN FIFTEEN (15) DAYS.

CONTRACT TERM

The term of the contract will be from date of award until project completion.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is:

See attached pricing

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Commence service/work/deliveries only after receipt of a purchase order(s) signed by the Purchasing Agent.

ALL PURCHASE ORDERS placed throughout the terms of the contract will require delivery/service in accordance with the offered time(s).

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

In the event Awardee fails to deliver products pursuant to the contract and the BOARD is required to purchase from a third-party, the Awardee shall make reasonable efforts to make the Board whole. Within thirty (30) days of receiving receipts for purchases by the BOARD from third-parties and notification of failure to perform, the Board shall be entitled to receive products equal to the value of any funds spent in excess of the contracted product price plus free products equal to the total number of bottles purchased from a third-party in gallons.

AVAILABILITY OF FUNDS

The contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **IFB 010-19** for all applicable terms and conditions.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Employees Having Direct Contact with and/or Uncontrolled Access to Students:

- A. Any and all current and future employees of the Vendor who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George’s County Department of Social Services, and complete the Safe Schools training module Prince George’s County Child Abuse: Mandatory Reporting and any other required raining as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involved PGCPS students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPS satellite fingerprinting offices located in Prince George’s County. No person may begin working in PGCPS until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through Safe Schools.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

Restrictions on Employee Assignments:

Vendors are prohibited from assigning the following persons from working at a PGcps location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglect or following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

CRIMINAL BACKGROUND CHECKS**1. GENERAL PROVISIONS**

- A. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified below.
- B. The Vendor agrees to provide the designated PGcps representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
 - i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGcps representative/project manager
- C. An Executed Contract will not be issued by the PGcps Purchasing Department until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.

Compliance with Laws

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendors' violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Vendor.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation documents.

INSURANCE

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **IFB 010-19** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

Jerry E. Rimbeey, Jr. 7/23/19
SIGNATURE DATE

Jerry E. Rimbeey, Jr.
NAME

Key Account Development Manager
TITLE

Nestle Waters North America, Inc.
FIRM dba ReadyRefresh by Nestle

Johnna Smarr 8/1/19
SIGNATURE DATE

Johnna Smarr
NAME:

Acting Director, Purchasing & Supply Services
TITLE

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MARYLAND 20772

Mark E. Fossett 8.5.19
SIGNATURE DATE

Mark Fossett
NAME:

Associate Superintendent for Supporting Services
TITLE

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MARYLAND 20772

Mark E. Fossett for BLS 8.5.19
SIGNATURE DATE

Barry Stanton
NAME:

Chief Operating Officer
TITLE

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MARYLAND 20772

CONTRACT PRICING

Proposed Contract Unit Prices:

Section 1: Water, 5 Gallon

Item No	Item Description	UOM	Bidder #2
1	Purified Water, 5 Gallon	Ea.	\$4.29
2	Spring Water, 5 Gallon	Ea.	\$4.29
3	Distilled Water, 5 Gallon	Ea.	\$4.29

Section 2: Water, Cases

Item No	Item Description	UOM	Bidder #2
4	Half Pint, 8 oz., 48 count	Case	\$11.98
5	.5 LTR/ 16.9 oz., 24 count	Case	\$4.49

Section 3: Cups

Item No	Item Description	UOM	Bidder #2
6	Cone Cup, 4.25 oz., 200/sleeve, 25/case	Case	\$99.75
7	.5 LTR/ 16.9 oz., 24 count	Case	\$49.80

Section 4: Carbon Filtration Coolers

Item No	Item Description	UOM	Bidder #2
8	Room/Cold(Rental Price) *Provide Monthly Rental Price	Ea.	\$24.99
9	Room/Cold (Rental Price)	Ea.	\$399.99
10	Hot/Cold(Rental Price) *Provide Monthly Rental Price	Ea.	\$25.99
11	Hot/Cold(Purchase Price)	Ea.	\$499.99

Section 5: Gallon Coolers (Dispensers)

Item No	Item Description	UOM	Bidder #2
12	Room/Cold	Ea.	No Charge
13	Hot/Cold	Ea.	No Charge