

Overview for Contract Spring Water(8960-01)

Prior to utilizing a contract, the user should read the contract in it's entirety.

CONTRACT DESCRIPTION

The water contract consists of 5 line items. Item 10 is for the purchase of 5 gallon water containers. Item 20, 30, 40 and 50 are for the rental of water coolers & refrigerators. The items on this contract are used by state Agencies within a twenty (2) mile radius of the Capitol Complex/Harrisburg.

CONTRACT INFO

Material or Service	Material	
Title & Contract # (s)	Spring Water 8960-01	
Number of Suppliers	1	Pcard enabled: Y/N Y
Validity Period	July 1, 2006 - June 30, 2008	
DGS BOP Point of Contact	Lilly Mangan Commodity Specialist	
Contact Phone #	717-346-3846	
Email	lmangan@state.pa.us	

PRICING HIGHLIGHTS

Including Minimum Order Amount (in dollars and/or quantity, if applicable):

This contract was awarded to one vendor
Pricing for the 5 gallon containers is per container
Pricing for coolers/refrigerators is a cost per month

PROCESS TO ORDER

CONTRACT TYPE- SRM: (NORMAL(has material masters), MSCC, PUNCHOUT,PRODUCT CATEGORY) , R3: (MRP & Market Priced contracts) or describe other processes to order.

IF PRODUCT CATEGORY: *DEFINE REQUIREMENTS TO FIND CONTRACT*

Agencies will place their purchase orders through SAP

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT SCOPE/OVERVIEW: This Contract Number 4600010411 (identified here and in the other documents as the "Contract") will cover the requirements of supplying Natural Spring Water to all using agencies of the Commonwealth within a twenty (20) mile radius of the Capitol Complex in Harrisburg.

ORDER OF PRECEDENCE: These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Natural Spring Water. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

TERM OF CONTRACT: The Contract shall commence on the Effective Date no earlier than July 1, 2006 and expire on June 30, 2007.

OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE: The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

ADDRESS OF PURCHASE ORDER: Commonwealth agencies may issue purchase orders against this Contract for supplies required by the agencies (using agencies). Please state below where the Purchase Orders should be sent (name, address, city, state, zip code).

Contact person:

Telephone Number:

E-mail Address:

COOPERATIVE SOURCING TO ACHIEVE REDUCTIONS IN SPEND (COSTARS) PROGRAM

COSTARS Purchasers. Section 1902 of Act 57 of May 15, 1998, as amended by Act 142 of December 3, 2002, 62 Pa.C.S, Section 1902, authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") within the Commonwealth of Pennsylvania to participate in Commonwealth contracts for supplies, services, or construction that the

Department of General Services ("DGS") chooses to make available to COSTARS Purchasers. DGS has identified this Contract as a contract that will be made available for COSTARS Purchasers.

a. A "local public procurement unit" is defined as:

- Any political subdivision;
- Any public authority;
- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.
- A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency.

b. Only those COSTARS Purchasers registered with DGS may purchase from a DGS contract. Any qualified entity not presently registered and wishing to participate in the COSTARS Program may register at any time by either completing a one-time, online registration on the DGS COSTARS Website at www.dgs.state.pa.us/costars or completing and returning a one-time Registration Form to the address below. Currently, there are several thousand registered COSTARS Purchasers. To view a list of the registered entities, please visit the website.

c. COSTARS Purchasers have the option to purchase from a DGS Statewide Contract with awarded contractor(s) for Commonwealth agencies' use, from any DGS cooperative procurement contract established exclusively for COSTARS Purchasers in accordance with the requirements of Act 77 of 2004, amending Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.

d. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

Third Party Beneficiaries. DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who elect to participate in this contract and issue orders to the contractor(s) are third party beneficiaries who have the right to sue and be sued for breach of the contract without joining the Commonwealth or DGS as a party.

Quarterly Sales Report. The Contractor shall furnish to the DGS COSTARS Program Office an electronic contract use report, preferably in Excel spreadsheet form, no later than the fifteenth calendar day after each quarter in the contract period, detailing the Contract purchasing activity.

a. The Contractor shall e-mail the reports to GS-PACostars@state.pa.us or send the reports on compact disc via US Postal Service to the address below.

b. On each report, the Contractor shall include the Contractor's name and address, the Contract number, and the period covered by the report. The Contractor should list as much as the following information as possible on the report for each order received:

- Registered COSTARS Purchaser
- Material Code (UNSPSC)
- Item Description
- Quantity
- Unit Price
- Total Price
- Delivery Date

c. Failure to provide the Quarterly Sales Report in the specified time may result in suspension of activities with the COSTARS Program.

Inquiries. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars. Direct all questions concerning the COSTARS Program to:

Commonwealth of Pennsylvania
Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

Telephone: 1-866-768-7827

E-mail GS-PACostars@state.pa.us

OPTION TO RENEW: The contract(s) or any part of the contract(s) may be renewed for three (3) additional one (1) year terms by mutual agreement between the Commonwealth and the Contractor(s). If the Contract(s) is/are renewed the same terms and conditions shall apply.

DELIVERIES: All deliveries shall be made promptly at the time specified by the using agencies. The Commonwealth shall return one (1) empty bottle for each filled bottle supplied on the award contract. The delivery schedule and drop sites shall be defined by the using agency on the Purchase Order. Deliveries will be made to all using agencies within a twenty (20) mile radius of the Capitol Complex in Harrisburg, PA.

VENDOR NON-COMPLIANCE: Vendors found to be non-compliant with requirements of this contract may be removed as a participant upon determination of non-compliance by the Bureau of Purchases.

MINIMUM ORDER: Minimum FOB delivery order is \$25.00. The using agencies shall issue Purchase Orders against this contract for item 1. Contractor must offer rental of Items 2, 3, 4 and 5 to all using agencies at the unit prices quoted.

INQUIRIES: Direct all questions concerning this proposal to Michelle Scott, Commodity Specialist, 717-703-2942; miscott@state.pa.us.



All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

ORIGINAL
Contract No. 4600011750
Contract Original Approval Date: 03/23/2007

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Purchasing Agent:

Name: Michelle Scott
Phone: 717-703-2942
Fax: 717 346-3820

Valid from/to: 03/23/2007 - 06/30/2007

Please Deliver To:

To be determined at the
time of the Purchase Order
unless specified below

Your SAP Vendor Number With Us: 213677

Supplier Name/Address:

DS WATERS OF AMERICA INC
DBA CRYSTAL SPRINGS
5660 NEW NORTHSIDE DR NW STE 500
ATLANTA GA 30328-5826
Supplier Telephone No: 800-492-8377
Supplier Fax No.:

Your Quotation: Date:
Collective No.:
Our Quotation:

Payment Terms:

NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	144029 WATER,SPRING,5GAL, PLSTC CONT,CRYSTAL SPR	0.00	Each	2.35	1 Each	0.00
20	144030 COOLER,COLD WATER,MTHLYRENT, OASIS	0.00	Month	1.00	1 Month	0.00
30	144031 COOLER,HOT&COLD WATER,MTHLYRENT, OASIS	0.00	Month	2.00	1 Month	0.00

SEE LAST PAGE FOR ESTIMATED
TOTAL VALUE INFORMATION



ORIGINAL
Contract No. 4600011750
Contract Original Approval Date: 03/23/2007

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Supplier Name:
DS WATERS OF AMERICA INC
DBA CRYSTAL SPRINGS

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
40	144032 COOLER,HOT&COLD, W/REFRIGERATOR,RE NTAL	0.00	Month	2.00	1 Month	0.00

50	144033 REFRIGERATION UNIT,RENTAL,OASIS,P ERMONTH	0.00	Month	1.00	1 Month	0.00

General Requirements for all Items:

Header Text

Old SAP Contract 4600010411

No further information for this contract.

Estimated Total Value:
\$ 300,000.00
Currency: USD

Contract Reference Number: 8960-01
Collective Number: CN000021352
SAP Contract Number: See Below
Change Number: 1
Change Effective Date: March 23, 2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using agencies of the Commonwealth, within a twenty (20) mile radius of the Capital Complex/Harrisburg
Subject: Spring Water
Contract Period: Beginning July 1, 2006 and Ending June 30, 2007
Commodity Specialist Name: Michelle L. Scott/YI2/717-703-2942

CHANGE SUMMARY:

The awarded supplier (DS Water LP) changed their company name since the contract 4600010411 was created; therefore SAP Contract 4600010411 is no longer valid.

SAP Contract 4600011750, DS Waters of America, Inc. replaces the above mentioned contract.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 8960-01
Collective Number: CN000021352
SAP Contract Number: 4600011750
Change Number: 2
Change Effective Date: May 11,2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using agencies of the Commonwealth, within a twenty (20) mile radius of the Capital
Complex/Harrisburg
Subject: Spring Water
Contract Period: Beginning July 1, 2006 and Ending June 30, 2007
Commodity Specialist Name: Michelle L. Scott/YI2/717-703-2942

CHANGE SUMMARY:

In accordance with the Option to Renew Clause, Contract 4600011750 is renewed for one year beginning July 1, 2007 and ending June 30, 2008. All prices, terms and conditions remain the same.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 8960-01
SAP Contract Number: 4600011750
Collective Number: CN00021352
Change Number : 3
Change Effective Date: 08/13/06

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using agencies of the Commonwealth of Pennsylvania, within a twenty (20) mile radius of the Capitol Complex/Harrisburg.
Subject: Spring Water
Contract Period: Effective date June1, 2006 and ending date June 30, 2008
Commodity Specialist: Elizabeth Lenhart/717-346-3848

Change Summary

The Commodity Specialist for the above listed contracts is **Elizabeth Lenhart @ 717-346-3848, email: elenhart@state.pa.us**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 8960-01
Collective Number: CN00021352
SRM/SAP Contract Number: 4600011750
Change Number: 4
Change Effective Date: 01-07-08

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Water
Contract Period: Beginning July 1, 2007 and Ending June 30, 2008
Commodity Specialist Name: Lilly Mangan

CHANGE SUMMARY:

Point of contact for the above stated contracts is Lilly Mangan, 717-346-3846, lmangan@state.pa.us

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.