



The Healthy Hydration Company™

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**Indoor Water Dispensers –  
EQ-052920-02**

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**Region ESC  
10**

**Appendix A: QUESTIONNAIRE**

**COMPANY PROFILE**

1. What is your company's official registered name? Nestle Waters North America Inc.
2. What is your company's Dun & Bradstreet (D&B) number? 10-133-6568
3. What is/are your corporate office location(s)? 900 Long Ridge Rd. Bldg 2 Stamford, CT 06902
4. Please provide a brief history of your company, including the year it was established. See history attachment.
5. Who is your competition in the marketplace? DS Waters and WB Mason
6. What are your overall annual sales for last three (3) years? See financial attachment.
7. What are your overall public sector sales, excluding Federal Government, for last three (3) years? See financial attachment
8. What is your strategy to increase market share in the public sector? Increase footprint nationally, digital marketing, Readyrefresh.com web-site, Sales Collateral, mailing campaigns
9. What differentiates your company from competitors in the public sector? Dedicated account manager assigned to your account, Specialize billing options, company employees ( no subcontractors)
10. Please provide your company's environmental policy and/or sustainability initiative. See sustainability attachment.
11. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?  
 Yes  
 No
  - a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?  
 Yes  
 No  

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)* N/A
  - b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company? N/A  

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*
12. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise  Yes  No  
 Respondent certifies that this firm is an MWBE  
 List certifying agency: \_\_\_\_\_
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  Yes  No  
 Respondent certifies that this firm is a SBE or DBE  
 List certifying agency: \_\_\_\_\_
- c. Disabled Veterans Business Enterprise (DVBE)  Yes  No  
 Respondent certifies that this firm is an DVBE  
 List certifying agency: \_\_\_\_\_
- d. Historically Underutilized Businesses (HUB)  Yes  No  
 Respondent certifies that this firm is an HUB  
 List certifying agency: \_\_\_\_\_
- e. Historically Underutilized Business Zone Enterprise (HUBZone)  Yes  No  
 Respondent certifies that this firm is an HUBZone  
 List certifying agency: \_\_\_\_\_
- f. Other  Yes  No  
 Respondent certifies that this firm is a recognized diversity certificate holder  
 List certifying agency: \_\_\_\_\_

**PRODUCTS/PRICING OFFERED:**

13. Please summarize the products and services you are offering. Delivery of bottled water, coolers, filtration units, cups, small package water.
14. What makes your offering unique from other similar competitors? Nestle Waters has the best selling brands and distributions which includes bulk truck load deliveries.
15. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections? Yes
16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?  
 Yes  
 No  
 (If answer is no, attach a statement detailing how pricing for participants would be calculated.)
17. Does pricing submitted include the required administrative fee?  
 Yes  
 No
18. Define your standard terms of payment  
 Net 30 days

**PERFORMANCE CAPABILITIES:**

19. States Covered - Respondent must indicate any and all states where products and services are being offered.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Alabama                         | <input type="checkbox"/> Kentucky                  | <input type="checkbox"/> North Dakota              |
| <input type="checkbox"/> Alaska                          | <input type="checkbox"/> Louisiana                 | <input checked="" type="checkbox"/> Ohio           |
| <input checked="" type="checkbox"/> Arizona              | <input checked="" type="checkbox"/> Maine          | <input type="checkbox"/> Oklahoma                  |
| <input type="checkbox"/> Arkansas                        | <input checked="" type="checkbox"/> Maryland       | <input type="checkbox"/> Oregon                    |
| <input checked="" type="checkbox"/> California           | <input checked="" type="checkbox"/> Massachusetts  | <input checked="" type="checkbox"/> Pennsylvania   |
| <input checked="" type="checkbox"/> Colorado             | <input checked="" type="checkbox"/> Michigan       | <input checked="" type="checkbox"/> Rhode Island   |
| <input checked="" type="checkbox"/> Connecticut          | <input type="checkbox"/> Minnesota                 | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Delaware             | <input type="checkbox"/> Mississippi               | <input type="checkbox"/> South Dakota              |
| <input checked="" type="checkbox"/> District of Columbia | <input type="checkbox"/> Missouri                  | <input type="checkbox"/> Tennessee                 |
| <input checked="" type="checkbox"/> Florida              | <input type="checkbox"/> Montana                   | <input checked="" type="checkbox"/> Texas          |
| <input checked="" type="checkbox"/> Georgia              | <input type="checkbox"/> Nebraska                  | <input type="checkbox"/> Utah                      |
| <input type="checkbox"/> Hawaii                          | <input type="checkbox"/> Nevada                    | <input type="checkbox"/> Vermont                   |
| <input type="checkbox"/> Idaho                           | <input checked="" type="checkbox"/> New Hampshire  | <input checked="" type="checkbox"/> Virginia       |
| <input checked="" type="checkbox"/> Illinois             | <input checked="" type="checkbox"/> New Jersey     | <input type="checkbox"/> Washington                |
| <input type="checkbox"/> Indiana                         | <input type="checkbox"/> New Mexico                | <input type="checkbox"/> West Virginia             |
| <input type="checkbox"/> Iowa                            | <input checked="" type="checkbox"/> New York       | <input type="checkbox"/> Wisconsin                 |
| <input type="checkbox"/> Kansas                          | <input checked="" type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming                   |

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Midway Islands          | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Northern Marina Islands |  |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> Puerto Rico             |  |

Equalis Group members will be assigned a Key Account Manager to manage new customer set ups and place orders. Equalis Group members must state they are part of Equalis Group to receive their contract pricing. Members can also call our Enterprise Service team 800-950-9907 who will also process orders and set ups.

20. List the number and location of offices, or service centers for all states being proposed in solicitation. 73 branch locations and 1 customer services center. See branch attachment.

21. Distribution Channel: Which best describes your company's position in the distribution channel:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor         | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller           | <input type="checkbox"/> Other                                   |

22. Provide relevant information regarding your ordering process including your ability for purchasing group members to verify they are receiving contract pricing.

23. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website ordering platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)

24. Provide fill rates and average delivery timeframes met by specific distribution center. Our goal is 98.0% for fill rates and delivery times. The average is 98.3%

25. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

Customer service hours are 7am-9pm EST Monday-Friday 8am-4pm EST Saturday

Nestle Waters does not experience many downtime in our operations. Our web-site experienced a high volume usage in March and as a result customers were not able to log in. It was resolved within 24 hours. If a cooler is not working properly, our route sales representative will replace it within 24-48 hours.

- 26. Provide your safety record, safety rating, EMR and worker's compensation rate where available See Safety Attachment
- 27. Describe the capacity of your company to report monthly sales through this agreement. Our accounting department can report monthly sales for each location. (account numbers, addr, city state, product descriptions, volume and dollars
- 28. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Equalis will be assigned a customer code in our delivery software. From the customer code, consolidated billing, by location, products, quantities, delivery dates, delivery ticket numbers volume and revenue and be created.

**QUALIFICATION AND EXPERIENCE:**

- 29. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact Bob Geibler  
 Contact Person: \_\_\_\_\_  
 Title: National Account Manager  
 Company: Nestle Waters North America Inc.  
 Address: 4718 Mountain Creek Parkway  
 City: Dallas State: TX Zip: 75236  
 Phone: 214-906-4444 Fax: \_\_\_\_\_  
 Email: bob.geibler@waters.nestle.com

Account Manager / Sales Lead Gerri Blankenship  
 Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: Nestle Waters North America Inc  
 Address: 4718 Mountain Creek Parkway  
 City: Dallas State: TX Zip: 75236  
 Phone: 469-332-4701 Fax: \_\_\_\_\_  
 Email: gerri.blankenship@waters.nestle.com

Contract Management (if different than the Sales Lead)  
 Contact Person: \_\_\_\_\_  
 Title: N/A  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Billing & Reporting/Accounts Payable Account Receivable Department

Contact Person: \_\_\_\_\_

Title: Accounts Receivable Representative

Company: Nestle Waters North America Inc

Address: 375 Paramount Drive

City: Raynham State: MA Zip: 02767

Phone: 800-274-5282 Fax: \_\_\_\_\_

Email: ar.direct@waters.nestle.com

Marketing Lauren Webber

Contact Person: \_\_\_\_\_

Title: Marketing Manager

Company: Nestle Waters North America Inc

Address: 900 Long Ridge Rd. Bldg 2

City: Stamford State: CT Zip: 06902

Phone: (413) 896-4116 Fax: \_\_\_\_\_

Email: lauren.webber@waters.nestle.com

30. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State

Phone Number

Years Serviced

Description of Services

Annual Volume

ENTITY NAME: Frisco ISD  
CONTACT NAME & TITLE: Lynda Lamb, AP Specialist  
CITY & STATE: Frisco, TX  
PHONE NUMBER: 469-633-6308  
YEARS SERVICED: 11 years  
DESCRIPTION OF SERVICES: Case Water, 5 GAL, Cups  
ANNUAL VOLUME: \$15,000

ENTITY NAME: Prosper ISD  
CONTACT NAME & TITLE: Andrea Shavers, Admin Operations  
CITY & STATE: Prosper, TX  
PHONE NUMBER: 469-219-2070  
YEARS SERVICED: 3 years  
DESCRIPTION OF SERVICES: Case Water, 5 GAL, Cups  
ANNUAL VOLUME: \$12,000

ENTITY NAME: Northeast ISD  
CONTACT NAME & TITLE: Rachel Bell - Purchasers  
CITY & STATE: San Antonio, TX  
PHONE NUMBER: 210-356-9115  
YEARS SERVICED: 3 years  
DESCRIPTION OF SERVICES: Case Water, 5 GAL, Cups  
ANNUAL VOLUME: \$35,000

31. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
CNET		12/31/2021
Avendra		10/31/2020

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32. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).  
See implementation process attachment

33. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable. See attachments

34. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

As is the case with all major national corporations Nestle waters North America is involved in litigation at all times. None of this litigation is of any consequence to the corporation and is handled by our insurance carriers and litigation law firms.

35. Felony Conviction Notice – Please check applicable box:

A publicly held corporation; therefore, this reporting requirement is not applicable

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

**VALUE ADD:** See Value Add Attachment.

36. Detail how your organization plans to market this contract within the first 90 days of the award date.

This may include but is not limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
  - i. Equalis Group and Region 10 ESC Logo
  - ii. Link to Equalis Group and Region 10 ESC website
  - iii. Summary of contract and services offered
  - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

# History



## **COMPANY HISTORY OVERVIEW & QUALIFICATION:**

### A Brief Introduction & History of Nestle Waters North America Inc.

Nestle Waters history goes back to the 19<sup>th</sup> 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 Nestlé in 1992. Since that time Nestlé Waters North America has sought to make the company the premier bottled water company in the US, along with being a recognized leader in the water filtration cooler business.

### Overall Qualifications

For over 30 years, Nestle Waters has been meeting the water cooler and healthy hydration needs of clients throughout the United States. In fact, Nestle Waters is considered "*The Water Solution Experts*" within the drinking water industry, especially due to our ability to provide a single-source for all of our customer's employee drinking water program needs. A leader in bottled water cooler and water filtration cooler service industries, Nestle Waters North America - the world's largest drinking water company, a subsidiary of Nestlé S.A.—the world's largest food and Beverage Company. Being part of Nestlé S.A. ensures Nestle Waters always has extensive resources and support to ensure continued and effective delivery of all services provided.

Nestle Waters services more than 1.3 million customers nationally, providing bottled water cooler, water filtration cooler, healthy hydration and, office coffee services, resulting in annual sales volume averaging \$4.2 billion. Nestle Waters employs more than 8,200 full time employees in the United States 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.

### Capabilities to Service Locations

Nestle Waters does not have any resource limitations. No subcontractors or 3<sup>rd</sup> party will be used for this project. Nestle Waters owns and operates all of its own delivery vehicles and service trucks, and does not rely on any outside/3<sup>rd</sup> party provider for the delivery of our services to clients.

**Financial**



**Nestlé**

Good food, Good life

# **Financial Statements 2019**

**Consolidated Financial Statements  
of the Nestlé Group 2019**

**153rd Financial Statements  
of Nestlé S.A.**

## Principal exchange rates

CHF per		2019	2018	2019	2018
		Year ending rates		Weighted average annual rates	
1 US Dollar	USD	0.969	0.986	0.993	0.979
1 Euro	EUR	1.086	1.128	1.112	1.154
100 Chinese Yuan Renminbi	CNY	13.911	14.335	14.366	14.776
100 Brazilian Reais	BRL	24.042	25.448	25.118	26.663
100 Philippine Pesos	PHP	1.912	1.877	1.920	1.856
1 Pound Sterling	GBP	1.272	1.256	1.269	1.302
100 Mexican Pesos	MXN	5.124	5.015	5.159	5.082
1 Canadian Dollar	CAD	0.743	0.724	0.749	0.755
100 Japanese Yen	JPY	0.892	0.894	0.911	0.886
1 Australian Dollar	AUD	0.679	0.697	0.692	0.731
100 Russian Rubles	RUB	1.563	1.416	1.537	1.554

# Consolidated income statement for the year ended December 31, 2019

In millions of CHF	Notes	2019	2018
<b>Sales</b>	3	<b>92 568</b>	<b>91 439</b>
Other revenue		297	311
Cost of goods sold		(46 647)	(46 070)
Distribution expenses		(8 496)	(8 469)
Marketing and administration expenses		(19 790)	(20 003)
Research and development costs		(1 672)	(1 687)
Other trading income	4	163	37
Other trading expenses	4	(2 749)	(1 769)
<b>Trading operating profit</b>	3	<b>13 674</b>	<b>13 789</b>
Other operating income	4	3 717	2 535
Other operating expenses	4	(1 313)	(2 572)
<b>Operating profit</b>		<b>16 078</b>	<b>13 752</b>
Financial income	5	200	247
Financial expense	5	(1 216)	(1 008)
<b>Profit before taxes, associates and joint ventures</b>		<b>15 062</b>	<b>12 991</b>
Taxes	13	(3 159)	(3 439)
Income from associates and joint ventures	14	1 001	916
<b>Profit for the year</b>		<b>12 904</b>	<b>10 468</b>
of which attributable to non-controlling interests		295	333
of which attributable to shareholders of the parent (Net profit)		12 609	10 135
<b>As percentages of sales</b>			
Trading operating profit		14.8%	15.1%
Profit for the year attributable to shareholders of the parent (Net profit)		13.6%	11.1%
<b>Earnings per share (in CHF)</b>			
Basic earnings per share	15	4.30	3.36
Diluted earnings per share	15	4.30	3.36

## Consolidated statement of comprehensive income for the year ended December 31, 2019

In millions of CHF	Notes	2019	2018
<b>Profit for the year recognized in the income statement</b>		<b>12 904</b>	<b>10 468</b>
Currency retranslations, net of taxes	17	(1 050)	(1 004)
Fair value changes and recycling on debt instruments, net of taxes	17	—	(39)
Fair value changes and recycling on cash flow hedges, net of taxes		(66)	46
Share of other comprehensive income of associates and joint ventures	14/17	49	(21)
<b>Items that are or may be reclassified subsequently to the income statement</b>		<b>(1 067)</b>	<b>(1 018)</b>
Remeasurement of defined benefit plans, net of taxes	10/17	(320)	600
Fair value changes on equity instruments, net of taxes	17	(4)	4
Share of other comprehensive income of associates and joint ventures	14/17	337	117
<b>Items that will never be reclassified to the income statement</b>		<b>13</b>	<b>721</b>
<b>Other comprehensive income for the year</b>	17	<b>(1 054)</b>	<b>(297)</b>
<b>Total comprehensive income for the year</b>		<b>11 850</b>	<b>10 171</b>
of which attributable to non-controlling interests		317	218
of which attributable to shareholders of the parent		11 533	9 953

# Consolidated balance sheet as at December 31, 2019

before appropriations

In millions of CHF

	Notes	2019	2018
<b>Assets</b>			
<b>Current assets</b>			
Cash and cash equivalents	12/16	7 469	4 500
Short-term investments	12	2 794	5 801
Inventories	6	9 343	9 125
Trade and other receivables	7/12	11 766	11 167
Prepayments and accrued income		498	530
Derivative assets	12	254	183
Current income tax assets		768	869
Assets held for sale	2	2 771	8 828
<b>Total current assets</b>		<b>35 663</b>	<b>41 003</b>
<b>Non-current assets</b>			
Property, plant and equipment	8	28 762	29 956
Goodwill	9	28 896	31 702
Intangible assets	9	17 824	18 634
Investments in associates and joint ventures	14	11 505	10 792
Financial assets	12	2 611	2 567
Employee benefits assets	10	510	487
Current income tax assets		55	58
Deferred tax assets	13	2 114	1 816
<b>Total non-current assets</b>		<b>92 277</b>	<b>96 012</b>
<b>Total assets</b>		<b>127 940</b>	<b>137 015</b>

Consolidated balance sheet as at December 31, 2019

In millions of CHF	Notes	2019	2018
<b>Liabilities and equity</b>			
<b>Current liabilities</b>			
Financial debt	12	14 032	14 694
Trade and other payables	7/12	18 803	17 800
Accruals and deferred income		4 492	4 075
Provisions	11	802	780
Derivative liabilities	12	420	448
Current income tax liabilities		2 673	2 731
Liabilities directly associated with assets held for sale	2	393	2 502
<b>Total current liabilities</b>		<b>41 615</b>	<b>43 030</b>
<b>Non-current liabilities</b>			
Financial debt	12	23 132	25 700
Employee benefits liabilities	10	6 151	5 919
Provisions	11	1 162	1 033
Deferred tax liabilities	13	2 589	2 540
Other payables	12	429	390
<b>Total non-current liabilities</b>		<b>33 463</b>	<b>35 582</b>
<b>Total liabilities</b>		<b>75 078</b>	<b>78 612</b>
<b>Equity</b>			
Share capital	17	298	306
Treasury shares		(9 752)	(6 948)
Translation reserve		(21 526)	(20 432)
Other reserves		(45)	(183)
Retained earnings		83 060	84 620
<b>Total equity attributable to shareholders of the parent</b>		<b>52 035</b>	<b>57 363</b>
Non-controlling interests		827	1 040
<b>Total equity</b>		<b>52 862</b>	<b>58 403</b>
<b>Total liabilities and equity</b>		<b>127 940</b>	<b>137 015</b>



# Consolidated cash flow statement for the year ended December 31, 2019

In millions of CHF	Notes	2019	2018
<b>Operating activities</b>			
Operating profit	16	16 078	13 752
Depreciation and amortization	16	3 713	3 924
Impairment		2 336	1 248
Net result on disposal of businesses	4	(3 416)	(686)
Other non-cash items of income and expense	16	(28)	137
<b>Cash flow before changes in operating assets and liabilities</b>		<b>18 683</b>	<b>18 375</b>
Decrease/(increase) in working capital	16	349	472
Variation of other operating assets and liabilities	16	(94)	(37)
<b>Cash generated from operations</b>		<b>18 938</b>	<b>18 810</b>
Interest paid		(1 028)	(684)
Interest and dividend received		162	192
Taxes paid		(2 854)	(3 623)
Dividends and interest from associates and joint ventures	14	632	703
<b>Operating cash flow</b>		<b>15 850</b>	<b>15 398</b>
<b>Investing activities</b>			
Capital expenditure	8	(3 695)	(3 869)
Expenditure on intangible assets	9	(516)	(601)
Acquisition of businesses	2	(125)	(9 512)
Disposal of businesses	2	9 959	4 310
Investments (net of divestments) in associates and joint ventures	14	(540)	728
Inflows/(outflows) from treasury investments		2 978	(5 159)
Other investing activities		295	(163)
<b>Investing cash flow</b>		<b>8 356</b>	<b>(14 266)</b>
<b>Financing activities</b>			
Dividend paid to shareholders of the parent	17	(7 230)	(7 124)
Dividends paid to non-controlling interests		(463)	(319)
Acquisition (net of disposal) of non-controlling interests	2	(16)	(528)
Purchase (net of sale) of treasury shares <sup>(a)</sup>		(9 773)	(6 854)
Inflows from bonds and other non-current financial debt	12	57	9 900
Outflows from bonds and other non-current financial debt	12	(3 287)	(2 712)
Inflows/(outflows) from current financial debt	12	(444)	3 520
<b>Financing cash flow</b>		<b>(21 156)</b>	<b>(4 117)</b>
Currency retranslations		(221)	(313)
<b>Increase/(decrease) in cash and cash equivalents</b>		<b>2 829</b>	<b>(3 298)</b>
Cash and cash equivalents at beginning of year		4 640	7 938
<b>Cash and cash equivalents at end of year</b>	16	<b>7 469</b>	<b>4 640</b>

(a) Mostly relates to the share buyback program launched in 2017.

# Consolidated statement of changes in equity for the year ended December 31, 2019

In millions of CHF

	Share capital	Treasury shares	Translation reserve	Other reserves	Retained earnings	Total equity attributable to shareholders of the parent	Non-controlling interests	Total equity
<b>Equity as at January 1, 2018</b>	311	(4 537)	(19 612)	(181)	84 962	60 943	1 271	62 214
Profit for the year	—	—	—	—	10 135	10 135	333	10 468
Other comprehensive income for the year	—	—	(893)	(12)	723	(182)	(115)	(297)
<b>Total comprehensive income for the year</b>	—	—	(893)	(12)	10 858	9 953	218	10 171
Dividends	—	—	—	—	(7 124)	(7 124)	(319)	(7 443)
Movement of treasury shares	—	(6 677)	—	—	(49)	(6 726)	—	(6 726)
Equity compensation plans	—	153	—	—	(3)	150	3	153
Changes in non-controlling interests	—	—	—	—	181	181	(133)	48
Reduction in share capital <sup>(a)</sup>	(5)	4 113	—	—	(4 108)	—	—	—
<b>Total transactions with owners</b>	(5)	(2 411)	—	—	(11 103)	(13 519)	(449)	(13 968)
Other movements	—	—	73	10	(97)	(14)	—	(14)
<b>Equity as at December 31, 2018</b>	306	(6 948)	(20 432)	(183)	84 620	57 363	1 040	58 403
<b>Equity as at January 1, 2019</b>	306	(6 948)	(20 432)	(183)	84 620	57 363	1 040	58 403
Profit for the year	—	—	—	—	12 609	12 609	295	12 904
Other comprehensive income for the year	—	—	(1 094)	(7)	25	(1 076)	22	(1 054)
<b>Total comprehensive income for the year</b>	—	—	(1 094)	(7)	12 634	11 533	317	11 850
Dividends	—	—	—	—	(7 230)	(7 230)	(463)	(7 693)
Movement of treasury shares	—	(9 946)	—	—	175	(9 771)	—	(9 771)
Equity compensation plans	—	280	—	—	(142)	138	(1)	137
Changes in non-controlling interests	—	—	—	—	4	4	(68)	(64)
Reduction in share capital <sup>(a)</sup>	(8)	6 862	—	—	(6 854)	—	—	—
<b>Total transactions with owners</b>	(8)	(2 804)	—	—	(14 047)	(16 859)	(532)	(17 391)
Other movements	—	—	—	145	(147)	(2)	2	—
<b>Equity as at December 31, 2019</b>	298	(9 752)	(21 526)	(45)	83 060	52 035	827	52 862

(a) Reduction in share capital, see Note 17.1.



# Statutory Auditor's Report

To the General Meeting of Nestlé S.A., Cham & Vevey

## Report on the Audit of the Consolidated Financial Statements

### Opinion

We have audited the consolidated financial statements of Nestlé S.A. and its subsidiaries (the Group), which comprise the consolidated balance sheet as at December 31, 2019, the consolidated income statement, consolidated statement of comprehensive income, consolidated statement of changes in equity and consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion the consolidated financial statements (pages 66 to 145) give a true and fair view of the consolidated financial position of the Group as at December 31, 2019, and its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with International Financial Reporting Standards (IFRS) and comply with Swiss law.

### Basis for Opinion

We conducted our audit in accordance with Swiss law, International Standards on Auditing (ISAs) and Swiss Auditing Standards. Our responsibilities under those provisions and standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Group in accordance with the provisions of Swiss law and the requirements of the Swiss audit profession, as well as the IESBA Code of Ethics for Professional Accountants, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Key Audit Matters



Revenue recognition



Carrying value of goodwill and indefinite life intangible assets



Income taxes

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

## Financial information – 5 year review

In millions of CHF (except for data per share and employees)

	2019	2018
<b>Results</b>		
Sales	92 568	91 439
Underlying Trading operating profit <sup>(a)</sup>	16 260	15 521
as % of sales	17.6%	17.0%
Trading operating profit <sup>(a)</sup>	13 674	13 789
as % of sales	14.8%	15.1%
Taxes	3 159	3 439
Profit for the year attributable to shareholders of the parent (Net profit)	12 609	10 135
as % of sales	13.6%	11.1%
Total amount of dividend	7 795 <sup>(c)</sup>	7 230
Depreciation of property, plant and equipment <sup>(d)</sup>	3 488	3 604
<b>Balance sheet and Cash flow statement</b>		
Current assets	35 663	41 003
Non-current assets	92 277	96 012
Total assets	127 940	137 015
Current liabilities	41 615	43 030
Non-current liabilities	33 463	35 582
Equity attributable to shareholders of the parent	52 035	57 363
Non-controlling interests	827	1 040
Net financial debt <sup>(a)</sup>	27 138	30 330
Ratio of net financial debt to equity (gearing)	52.2%	52.9%
Operating cash flow	15 850	15 398
as % of net financial debt	58.4%	50.8%
Free cash flow <sup>(a)</sup>	11 934	10 765
Capital additions <sup>(d)</sup>	5 482	14 711
as % of sales	5.9%	16.1%
<b>Data per share</b>		
Weighted average number of shares outstanding (in millions of units)	2 929	3 014
Basic earnings per share	4.30	3.36
Underlying earnings per share <sup>(a)</sup>	4.41	4.02
Dividend	2.70 <sup>(c)</sup>	2.45
Pay-out ratio based on basic earnings per share	62.8% <sup>(c)</sup>	72.9%
Stock prices (high)	113.20	86.50
Stock prices (low)	79.86	72.92
Yield <sup>(b)</sup>	2.4/3.4 <sup>(c)</sup>	2.8/3.4
<b>Market capitalization</b>	<b>301 772</b>	<b>237 363</b>
<b>Number of employees (in thousands)</b>	<b>291</b>	<b>308</b>

(a) Certain financial performance measures, that are not defined by IFRS, are used by management to assess the financial and operational performance of the Group. The "Alternative Performance Measures" document published under <https://www.nestle.com/investors/publications> provides the definition of these non-IFRS financial performance measures.

(b) Calculated on the basis of the dividend for the year concerned, which is paid in the following year, and on high/low stock prices.

(c) As proposed by the Board of Directors of Nestlé S.A.

(d) Including right-of-use assets – leased since 2017.

## Companies of the Nestlé Group, joint arrangements and associates

In the context of the SIX Swiss Exchange Directive on Information relating to Corporate Governance, the disclosure criteria of the principal affiliated companies are as follows:

- operating companies are disclosed if their sales exceed CHF 10 million or equivalent;
- financial companies are disclosed if either their equity exceeds CHF 10 million or equivalent and/or the total balance sheet is higher than CHF 50 million or equivalent.
- joint ventures and associates are disclosed if the share held by the Group in their profit exceeds CHF 10 million or equivalent and/or the Group's investment in them exceeds CHF 50 million or equivalent

Entities directly held by Nestlé S.A. that are below the disclosure criteria are listed with a °.

All companies listed below are fully consolidated except for:

- 1) Joint ventures accounted for using the equity method;
- 2) Joint operations accounted for in proportion to the Nestlé contractual specified share (usually 50%);
- 3) Associates accounted for using the equity method.

Countries within the continents are listed according to the alphabetical order of the country names.

Percentage of capital shareholding corresponds to voting powers unless stated otherwise.

△ Companies listed on the stock exchange

◊ Sub-holding, financial and property companies

Companies	City	% capital shareholdings by Nestlé S.A.	% ultimate capital shareholdings	Currency	Capital
<b>Europe</b>					
<b>Austria</b>					
Nespresso Österreich GmbH & Co. OHG	Wien		100%	EUR	35 000
Nestlé Österreich GmbH	Wien		100%	EUR	7 270 000
<b>Azerbaijan</b>					
Nestlé Azerbaijan LLC	Baku	100%	100%	USD	200 000
<b>Belarus</b>					
LLC Nestlé Bel	° Minsk	100%	100%	BYN	410 000
<b>Belgium</b>					
Nespresso Belgique S.A.	Bruxelles		100%	EUR	550 000
Nestlé Belgilux S.A.	Bruxelles		100%	EUR	3 818 140
Nestlé Catering Services N.V.	Bruxelles		100%	EUR	14 035 500
Nestlé Waters Benelux S.A.	Etalle		100%	EUR	5 601 257
<b>Bosnia and Herzegovina</b>					
Nestlé Adriatic BH d.o.o.	Sarajevo	100%	100%	BAM	2 151

# Financial Statements 2018



**Consolidated Financial Statements  
of the Nestlé Group 2018**

**152nd Financial Statements  
of Nestlé S.A.**

## Principal exchange rates

CHF per		2018	2017	2018	2017
		Year ending rates		Weighted average annual rates	
1 US Dollar	USD	0.986	0.977	0.979	0.984
1 Euro	EUR	1.128	1.168	1.154	1.113
100 Chinese Yuan Renminbi	CNY	14.335	15.001	14.776	14.593
100 Brazilian Reais	BRL	25.448	29.531	26.663	30.796
100 Philippine Pesos	PHP	1.877	1.957	1.856	1.953
1 Pound Sterling	GBP	1.256	1.316	1.302	1.271
100 Mexican Pesos	MXN	5.015	4.957	5.082	5.212
1 Canadian Dollar	CAD	0.724	0.778	0.755	0.759
100 Japanese Yen	JPY	0.894	0.867	0.886	0.878
1 Australian Dollar	AUD	0.697	0.761	0.731	0.754
100 Russian Rubles	RUB	1.416	1.694	1.554	1.688

## Consolidated income statement for the year ended December 31, 2018

In millions of CHF

	Notes	2018	2017 *
<b>Sales</b>	3	<b>91 439</b>	<b>89 590</b>
Other revenue		311	332
Cost of goods sold		(46 070)	(45 571)
Distribution expenses		(8 469)	(8 023)
Marketing and administration expenses		(20 003)	(19 818)
Research and development costs		(1 687)	(1 739)
Other trading income	4	37	112
Other trading expenses	4	(1 769)	(1 606)
<b>Trading operating profit</b>	3	<b>13 789</b>	<b>13 277</b>
Other operating income	4	2 535	379
Other operating expenses	4	(2 572)	(3 500)
<b>Operating profit</b>		<b>13 752</b>	<b>10 156</b>
Financial income	5	247	152
Financial expense	5	(1 008)	(848)
<b>Profit before taxes, associates and joint ventures</b>		<b>12 991</b>	<b>9 460</b>
Taxes	13	(3 439)	(2 773)
Income from associates and joint ventures	14	916	824
<b>Profit for the year</b>		<b>10 468</b>	<b>7 511</b>
of which attributable to non-controlling interests		333	355
of which attributable to shareholders of the parent (Net profit)		10 135	7 156
<b>As percentages of sales</b>			
Trading operating profit		15.1%	14.8%
Profit for the year attributable to shareholders of the parent (Net profit)		11.1%	8.0%
<b>Earnings per share (in CHF)</b>			
Basic earnings per share	15	3.36	2.31
Diluted earnings per share	15	3.36	2.31

\* 2017 restated figures include modifications as described in Note 1 Accounting policies and related impacts in Note 22.



## Consolidated statement of comprehensive income for the year ended December 31, 2018

In millions of CHF

	Notes	2018	2017 *
<b>Profit for the year recognized in the income statement</b>		<b>10 468</b>	<b>7 511</b>
Currency retranslations, net of taxes	17	(1 004)	(561)
Fair value changes on available-for-sale financial instruments, net of taxes	17	—	(10)
Fair value changes on debt instruments, net of taxes	17	(39)	—
Fair value changes on cash flow hedges, net of taxes		46	(55)
Share of other comprehensive income of associates and joint ventures	14/17	(21)	(240)
<b>Items that are or may be reclassified subsequently to the income statement</b>		<b>(1 018)</b>	<b>(866)</b>
Remeasurement of defined benefit plans, net of taxes	10/17	600	1 063
Fair value changes on equity instruments, net of taxes	17	4	—
Share of other comprehensive income of associates and joint ventures	14/17	117	52
<b>Items that will never be reclassified to the income statement</b>		<b>721</b>	<b>1 115</b>
<b>Other comprehensive income for the year</b>	17	<b>(297)</b>	<b>249</b>
<b>Total comprehensive income for the year</b>		<b>10 171</b>	<b>7 760</b>
of which attributable to non-controlling interests		218	328
of which attributable to shareholders of the parent		9 953	7 432

\* 2017 restated figures include modifications as described in Note 1 Accounting policies and related impacts in Note 22.

# Consolidated balance sheet as at December 31, 2018

before appropriations

In millions of CHF

	Notes	2018	2017 *
<b>Assets</b>			
<b>Current assets</b>			
Cash and cash equivalents	12/16	4 500	7 938
Short-term investments	12	5 801	655
Inventories	6	9 125	9 177
Trade and other receivables	7/12	11 167	12 036
Prepayments and accrued income		530	573
Derivative assets	12	183	231
Current income tax assets		869	917
Assets held for sale	2	8 828	357
<b>Total current assets</b>		<b>41 003</b>	<b>31 884</b>
<b>Non-current assets</b>			
Property, plant and equipment	8	29 956	30 777
Goodwill	9	31 702	29 746
Intangible assets	9	18 634	20 615
Investments in associates and joint ventures	14	10 792	11 628
Financial assets	12	2 567	6 003
Employee benefits assets	10	487	392
Current income tax assets		58	62
Deferred tax assets	13	1 816	2 103
<b>Total non-current assets</b>		<b>96 012</b>	<b>101 326</b>
<b>Total assets</b>		<b>137 015</b>	<b>133 210</b>

\* 2017 restated figures include modifications as described in Note 1 Accounting policies and related impacts in Note 22.

Consolidated balance sheet as at December 31, 2018

In millions of CHF			
	Notes	2018	2017 *
<b>Liabilities and equity</b>			
<b>Current liabilities</b>			
Financial debt	12	14 694	11 211
Trade and other payables	7/12	17 800	18 864
Accruals and deferred income		4 075	4 299
Provisions	11	780	819
Derivative liabilities	12	448	507
Current income tax liabilities		2 731	2 477
Liabilities directly associated with assets held for sale	2	2 502	12
<b>Total current liabilities</b>		<b>43 030</b>	<b>38 189</b>
<b>Non-current liabilities</b>			
Financial debt	12	25 700	18 566
Employee benefits liabilities	10	5 919	7 111
Provisions	11	1 033	1 147
Deferred tax liabilities	13	2 540	3 492
Other payables	12	390	2 476
<b>Total non-current liabilities</b>		<b>35 582</b>	<b>32 792</b>
<b>Total liabilities</b>		<b>78 612</b>	<b>70 981</b>
<b>Equity</b>			
Share capital	17	306	311
Treasury shares		(6 948)	(4 537)
Translation reserve		(20 432)	(19 436)
Other reserves		(183)	989
Retained earnings		84 620	83 629
<b>Total equity attributable to shareholders of the parent</b>		<b>57 363</b>	<b>60 956</b>
Non-controlling interests		1 040	1 273
<b>Total equity</b>		<b>58 403</b>	<b>62 229</b>
<b>Total liabilities and equity</b>		<b>137 015</b>	<b>133 210</b>

\* 2017 restated figures include modifications as described in Note 1 Accounting policies and related impacts in Note 22.

# Consolidated cash flow statement for the year ended December 31, 2018

In millions of CHF

	Notes	2018	2017 *
<b>Operating activities</b>			
Operating profit	16	13 752	10 156
Depreciation and amortization	16	3 924	3 934
Impairment		1 248	3 582
Net result on disposal of businesses	4	(686)	132
Other non-cash items of income and expense	16	137	(186)
<b>Cash flow before changes in operating assets and liabilities</b>		<b>18 375</b>	<b>17 618</b>
Decrease/(increase) in working capital	16	472	(244)
Variation of other operating assets and liabilities	16	(37)	361
<b>Cash generated from operations</b>		<b>18 810</b>	<b>17 735</b>
Interest paid		(684)	(609)
Interest and dividend received		192	119
Taxes paid		(3 623)	(3 628)
Dividends and interest from associates and joint ventures	14	703	582
<b>Operating cash flow</b>		<b>15 398</b>	<b>14 199</b>
<b>Investing activities</b>			
Capital expenditure	8	(3 869)	(3 938)
Expenditure on intangible assets	9	(601)	(769)
Acquisition of businesses	2	(9 512)	(696)
Disposal of businesses	2	4 310	140
Investments (net of divestments) in associates and joint ventures	14	728	(140)
Inflows/(outflows) from treasury investments		(5 159)	587
Other investing activities		(163)	(134)
<b>Investing cash flow</b>		<b>(14 266)</b>	<b>(4 950)</b>
<b>Financing activities</b>			
Dividend paid to shareholders of the parent	17	(7 124)	(7 126)
Dividends paid to non-controlling interests		(319)	(342)
Acquisition (net of disposal) of non-controlling interests	2	(528)	(526)
Purchase (net of sale) of treasury shares <sup>(a)</sup>		(6 854)	(3 295)
Inflows from bonds and other non-current financial debt	12	9 900	6 406
Outflows from bonds and other non-current financial debt	12	(2 712)	(3 190)
Inflows/(outflows) from current financial debt	12	3 520	(1 011)
<b>Financing cash flow</b>		<b>(4 117)</b>	<b>(9 084)</b>
Currency retranslations		(313)	(217)
<b>Increase/(decrease) in cash and cash equivalents</b>		<b>(3 298)</b>	<b>(52)</b>
Cash and cash equivalents at beginning of year		7 938	7 990
<b>Cash and cash equivalents at end of year</b>	16	<b>4 640</b>	<b>7 938</b>

\* 2017 restated figures include modifications as described in Note 1 Accounting policies and related impacts in Note 22.

(a) Mostly relates to the Share Buy-Back Program launched in 2017.

# Consolidated statement of changes in equity for the year ended December 31, 2018

In millions of CHF

	Share capital	Treasury shares	Translation reserve	Other reserves	Retained earnings	Total equity attributable to shareholders of the parent	Non-controlling interests	Total equity
<b>Equity as at December 31, 2016</b>								
<b>as originally published</b>	311	(990)	(18 799)	1 198	82 870	64 590	1 391	65 981
First application of IFRS 15	–	–	–	–	(268)	(268)	–	(268)
First application of IFRS 16	–	–	–	–	(189)	(189)	–	(189)
Other	–	–	–	–	(61)	(61)	–	(61)
<b>Equity restated as at January 1, 2017 *</b>	311	(990)	(18 799)	1 198	82 352	64 072	1 391	65 463
Profit for the year *	–	–	–	–	7 156	7 156	355	7 511
Other comprehensive income for the year *	–	–	(637)	(209)	1 122	276	(27)	249
<b>Total comprehensive income for the year *</b>	–	–	(637)	(209)	8 278	7 432	328	7 760
Dividends	–	–	–	–	(7 126)	(7 126)	(342)	(7 468)
Movement of treasury shares	–	(3 719)	–	–	113	(3 606)	–	(3 606)
Equity compensation plans	–	172	–	–	(11)	161	–	161
Changes in non-controlling interests <sup>(a)</sup>	–	–	–	–	93	93	(104)	(11)
<b>Total transactions with owners</b>	–	(3 547)	–	–	(6 931)	(10 478)	(446)	(10 924)
Other movements	–	–	–	–	(70)	(70)	–	(70)
<b>Equity restated at December 31, 2017</b>	311	(4 537)	(19 436)	989	83 629	60 956	1 273	62 229

\* 2017 restated figures include modifications as described in Note 1 Accounting policies and related impacts in Note 22.

(a) Movements reported under retained earnings include the impact of the acquisitions (see Note 2.5) as well as put options for acquisitions of non-controlling interests.



# Statutory Auditor's Report

To the General Meeting of Nestlé S.A., Cham & Vevey

## Report on the Audit of the Consolidated Financial Statements

### Opinion

We have audited the consolidated financial statements of Nestlé S.A. and its subsidiaries (the Group), which comprise the consolidated balance sheet as at December 31, 2018, the consolidated income statement, consolidated statement of comprehensive income, consolidated statement of changes in equity and consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion the consolidated financial statements (pages 66 to 159) give a true and fair view of the consolidated financial position of the Group as at December 31, 2018, and its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with International Financial Reporting Standards (IFRS) and comply with Swiss law.

### Basis for Opinion

We conducted our audit in accordance with Swiss law, International Standards on Auditing (ISAs) and Swiss Auditing Standards. Our responsibilities under those provisions and standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Group in accordance with the provisions of Swiss law and the requirements of the Swiss audit profession, as well as the IESBA Code of Ethics for Professional Accountants, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Key Audit Matters



Revenue recognition



Carrying value of goodwill and indefinite life intangible assets



Income taxes

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.



## Companies of the Nestlé Group, joint arrangements and associates

In the context of the SIX Swiss Exchange Directive on Information relating to Corporate Governance, the disclosure criteria of the principal affiliated companies are as follows:

- operating companies are disclosed if their sales exceed CHF 10 million or equivalent;
- financial companies are disclosed if either their equity exceeds CHF 10 million or equivalent and/or the total balance sheet is higher than CHF 50 million or equivalent;
- joint ventures and associates are disclosed if the share held by the Group in their profit exceeds CHF 10 million or equivalent and/or the Group's investment in them exceeds CHF 50 million or equivalent

Entities directly held by Nestlé S.A. that are below the disclosure criteria are listed with a°.

All companies listed below are fully consolidated except for:

- 1) Joint ventures accounted for using the equity method;
- 2) Joint operations accounted for in proportion to the Nestlé contractual specified share (usually 50%);
- 3) Associates accounted for using the equity method.

Countries within the continents are listed according to the alphabetical order of the country names.

Percentage of capital shareholding corresponds to voting powers unless stated otherwise.

△ Companies listed on the stock exchange

◊ Sub-holding, financial and property companies

Companies	City	% capital shareholdings by Nestlé S.A.	% ultimate capital shareholdings	Currency	Capital
<b>Europe</b>					
<b>Austria</b>					
Galderma Austria GmbH	Linz		100%	EUR	35 000
Nespresso Österreich GmbH & Co. OHG	Wien		100%	EUR	35 000
Nestlé Österreich GmbH	Wien	34.4%	100%	EUR	7 270 000
<b>Azerbaijan</b>					
Nestlé Azerbaijan LLC	Baku	100%	100%	USD	200 000
<b>Belarus</b>					
LLC Nestlé Bel	° Minsk	100%	100%	BYN	410 000
<b>Belgium</b>					
Centre de Coordination Nestlé S.A.	◊ Bruxelles	91.5%	100%	EUR	2 310 084 443
Nespresso Belgique S.A.	Bruxelles	100%	100%	EUR	550 000
Nestlé Belgilux S.A.	Bruxelles	56.9%	100%	EUR	64 924 438
Nestlé Catering Services N.V.	Bruxelles		100%	EUR	14 035 500
Nestlé Waters Benelux S.A.	Etalle		100%	EUR	5 601 257
<b>Bosnia and Herzegovina</b>					
Nestlé Adriatic BH d.o.o.	Sarajevo	100%	100%	BAM	2 151



# Financial Statements 2017



**Consolidated Financial Statements  
of the Nestlé Group 2017**

**151st Financial Statements  
of Nestlé S.A.**

## Principal exchange rates

CHF per

		2017	2016	2017	2016
		Year ending rates		Weighted average annual rates	
1 US Dollar	USD	0.977	1.023	0.984	0.985
1 Euro	EUR	1.168	1.075	1.113	1.090
100 Chinese Yuan Renminbi	CNY	15.001	14.715	14.593	14.838
100 Brazilian Reais	BRL	29.531	31.383	30.796	28.583
100 Philippine Pesos	PHP	1.957	2.064	1.953	2.075
1 Pound Sterling	GBP	1.316	1.255	1.271	1.331
100 Mexican Pesos	MXN	4.957	4.938	5.212	5.279
1 Canadian Dollar	CAD	0.778	0.758	0.759	0.745
100 Japanese Yen	JPY	0.867	0.874	0.878	0.907
1 Australian Dollar	AUD	0.761	0.738	0.754	0.733
100 Russian Rubles	RUB	1.694	1.685	1.688	1.485

# Consolidated income statement for the year ended 31 December 2017

In millions of CHF

	Notes	2017	2016
<b>Sales</b>	3	<b>89 791</b>	<b>89 469</b>
Other revenue		330	317
Cost of goods sold		(44 923)	(44 199)
Distribution expenses		(8 205)	(8 059)
Marketing and administration expenses		(20 540)	(21 485)
Research and development costs		(1 724)	(1 736)
Other trading income	4	111	99
Other trading expenses	4	(1 607)	(713)
<b>Trading operating profit</b>	3	<b>13 233</b>	<b>13 693</b>
Other operating income	4	379	354
Other operating expenses	4	(3 500)	(884)
<b>Operating profit</b>		<b>10 112</b>	<b>13 163</b>
Financial income	5	152	121
Financial expense	5	(771)	(758)
<b>Profit before taxes, associates and joint ventures</b>		<b>9 493</b>	<b>12 526</b>
Taxes	13	(2 779)	(4 413)
Income from associates and joint ventures	14	824	770
<b>Profit for the year</b>		<b>7 538</b>	<b>8 883</b>
of which attributable to non-controlling interests		355	352
of which attributable to shareholders of the parent (Net profit)		7 183	8 531
<b>As percentages of sales</b>			
Trading operating profit		14.7%	15.3%
Profit for the year attributable to shareholders of the parent (Net profit)		8.0%	9.5%
<b>Earnings per share (in CHF)</b>			
Basic earnings per share	15	2.32	2.76
Diluted earnings per share	15	2.32	2.75

## Consolidated statement of comprehensive income for the year ended 31 December 2017

In millions of CHF

	Notes	2017	2016
<b>Profit for the year recognised in the income statement</b>		<b>7 538</b>	<b>8 883</b>
Currency retranslations, net of taxes	17	(558)	1 033
Fair value adjustments on available-for-sale financial instruments, net of taxes	17	(10)	16
Fair value adjustments on cash flow hedges, net of taxes	17	(55)	(1)
Share of other comprehensive income of associates and joint ventures	14/17	(240)	(154)
Items that are or may be reclassified subsequently to the income statement		(863)	894
Remeasurement of defined benefit plans, net of taxes	10/17	1 063	(143)
Share of other comprehensive income of associates and joint ventures	14/17	52	(10)
Items that will never be reclassified to the income statement		1 115	(153)
<b>Other comprehensive income for the year</b>	17	<b>252</b>	<b>741</b>
<b>Total comprehensive income for the year</b>		<b>7 790</b>	<b>9 624</b>
of which attributable to non-controlling interests		328	343
of which attributable to shareholders of the parent		7 462	9 281

# Consolidated balance sheet as at 31 December 2017

before appropriations

In millions of CHF

	Notes	2017	2016
<b>Assets</b>			
<b>Current assets</b>			
Cash and cash equivalents	12/16	7 938	7 990
Short-term investments	12	655	1 306
Inventories	6	9 061	8 401
Trade and other receivables	7/12	12 422	12 411
Prepayments and accrued income		607	573
Derivative assets	12	231	550
Current income tax assets		919	786
Assets held for sale	2	357	25
<b>Total current assets</b>		<b>32 190</b>	<b>32 042</b>
<b>Non-current assets</b>			
Property, plant and equipment	8	27 775	27 554
Goodwill	9	29 748	33 007
Intangible assets	9	20 615	20 397
Investments in associates and joint ventures	14	11 628	10 709
Financial assets	12	6 003	5 719
Employee benefits assets	10	392	310
Current income tax assets		62	114
Deferred tax assets	13	1 967	2 049
<b>Total non-current assets</b>		<b>98 190</b>	<b>99 859</b>
<b>Total assets</b>		<b>130 380</b>	<b>131 901</b>

In millions of CHF			
	Notes	2017	2016
<b>Liabilities and equity</b>			
<b>Current liabilities</b>			
Financial debt	12	10 536	12 118
Trade and other payables	7/12	18 872	18 629
Accruals and deferred income		4 094	3 855
Provisions	11	863	620
Derivative liabilities	12	507	1 068
Current income tax liabilities		1 170	1 221
Liabilities directly associated with assets held for sale	2	12	6
<b>Total current liabilities</b>		<b>36 054</b>	<b>37 517</b>
<b>Non-current liabilities</b>			
Financial debt	12	15 932	11 091
Employee benefits liabilities	10	7 111	8 420
Provisions	11	2 445	2 640
Deferred tax liabilities	13	3 559	3 865
Other payables	12	2 502	2 387
<b>Total non-current liabilities</b>		<b>31 549</b>	<b>28 403</b>
<b>Total liabilities</b>		<b>67 603</b>	<b>65 920</b>
<b>Equity</b>	17		
Share capital		311	311
Treasury shares		(4 537)	(990)
Translation reserve		(19 433)	(18 799)
Other reserves		989	1 198
Retained earnings		84 174	82 870
<b>Total equity attributable to shareholders of the parent</b>		<b>61 504</b>	<b>64 590</b>
Non-controlling interests		1 273	1 391
<b>Total equity</b>		<b>62 777</b>	<b>65 981</b>
<b>Total liabilities and equity</b>		<b>130 380</b>	<b>131 901</b>

# Consolidated cash flow statement for the year ended 31 December 2017

In millions of CHF

	Notes	2017	2016
<b>Operating activities</b>			
Operating profit	16	10 112	13 163
Depreciation and amortisation	16	3 227	3 132
Impairment		3 557	640
Net result on disposal of businesses	4	132	—
Other non-cash items of income and expense		(185)	35
<b>Cash flow before changes in operating assets and liabilities</b>		<b>16 843</b>	<b>16 970</b>
Decrease/(increase) in working capital	16	(243)	1 801
Variation of other operating assets and liabilities	16	393	54
<b>Cash generated from operations</b>		<b>16 993</b>	<b>18 825</b>
<b>Net cash flows from treasury activities</b>			
Taxes paid	16	(423)	(327)
Dividends and interest from associates and joint ventures	14	(3 666)	(3 435)
		582	519
<b>Operating cash flow</b>		<b>13 486</b>	<b>15 582</b>
<b>Investing activities</b>			
Capital expenditure	8	(3 934)	(4 010)
Expenditure on intangible assets	9	(769)	(682)
Acquisition of businesses	2	(696)	(585)
Disposal of businesses	2	140	271
Investments (net of divestments) in associates and joint ventures	14	(140)	(748)
Inflows/(outflows) from treasury investments		593	(335)
Other investing activities		(134)	(34)
<b>Investing cash flow</b>		<b>(4 940)</b>	<b>(6 123)</b>
<b>Financing activities</b>			
Dividend paid to shareholders of the parent	17	(7 126)	(6 937)
Dividends paid to non-controlling interests		(342)	(432)
Acquisition (net of disposal) of non-controlling interests	2	(526)	(1 208)
Purchase (net of sale) of treasury shares <sup>(a)</sup>		(3 295)	760
Inflows from bonds and other non-current financial debt	12	6 406	1 695
Outflows from bonds and other non-current financial debt	12	(2 489)	(1 430)
Inflows/(outflows) from current financial debt		(1 009)	1 368
<b>Financing cash flow</b>		<b>(8 381)</b>	<b>(6 184)</b>
Currency retranslations		(217)	(169)
<b>Increase/(decrease) in cash and cash equivalents</b>		<b>(52)</b>	<b>3 106</b>
Cash and cash equivalents at beginning of year		7 990	4 884
<b>Cash and cash equivalents at end of year</b>		<b>7 938</b>	<b>7 990</b>

(a) In 2017, mostly relates to the Share Buy-Back Programme launched in 2017.

# Consolidated statement of changes in equity for the year ended 31 December 2017

In millions of CHF

	Share capital	Treasury shares	Translation reserve	Other reserves	Retained earnings	Total equity attributable to shareholders of the parent	Non-controlling interests	Total equity
<b>Equity as at 31 December 2015</b>	<b>319</b>	<b>(7 489)</b>	<b>(19 851)</b>	<b>1 345</b>	<b>88 014</b>	<b>62 338</b>	<b>1 648</b>	<b>63 986</b>
Profit for the year	—	—	—	—	8 531	8 531	352	8 883
Other comprehensive income for the year	—	—	1 052	(148)	(154)	750	(9)	741
<b>Total comprehensive income for the year</b>	<b>—</b>	<b>—</b>	<b>1 052</b>	<b>(148)</b>	<b>8 377</b>	<b>9 281</b>	<b>343</b>	<b>9 624</b>
Dividends	—	—	—	—	(6 937)	(6 937)	(432)	(7 369)
Movement of treasury shares	—	803	—	—	(27)	776	—	776
Equity compensation plans	—	207	—	—	(27)	180	—	180
Changes in non-controlling interests <sup>(a)</sup>	—	—	—	—	(991)	(991)	(168)	(1 159)
Reduction in share capital <sup>(b)</sup>	(8)	5 489	—	—	(5 481)	—	—	—
<b>Total transactions with owners</b>	<b>(8)</b>	<b>6 499</b>	<b>—</b>	<b>—</b>	<b>(13 463)</b>	<b>(6 972)</b>	<b>(600)</b>	<b>(7 572)</b>
Other movements	—	—	—	1	(58)	(57)	—	(57)
<b>Equity as at 31 December 2016</b>	<b>311</b>	<b>(990)</b>	<b>(18 799)</b>	<b>1 198</b>	<b>82 870</b>	<b>64 590</b>	<b>1 391</b>	<b>65 981</b>
Profit for the year	—	—	—	—	7 183	7 183	355	7 538
Other comprehensive income for the year	—	—	(634)	(209)	1 122	279	(27)	252
<b>Total comprehensive income for the year</b>	<b>—</b>	<b>—</b>	<b>(634)</b>	<b>(209)</b>	<b>8 305</b>	<b>7 462</b>	<b>328</b>	<b>7 790</b>
Dividends	—	—	—	—	(7 126)	(7 126)	(342)	(7 468)
Movement of treasury shares	—	(3 719)	—	—	113	(3 606)	—	(3 606)
Equity compensation plans	—	172	—	—	(11)	161	—	161
Changes in non-controlling interests <sup>(a)</sup>	—	—	—	—	93	93	(104)	(11)
<b>Total transactions with owners</b>	<b>—</b>	<b>(3 547)</b>	<b>—</b>	<b>—</b>	<b>(6 931)</b>	<b>(10 478)</b>	<b>(446)</b>	<b>(10 924)</b>
Other movements	—	—	—	—	(70)	(70)	—	(70)
<b>Equity as at 31 December 2017</b>	<b>311</b>	<b>(4 537)</b>	<b>(19 433)</b>	<b>989</b>	<b>84 174</b>	<b>61 504</b>	<b>1 273</b>	<b>62 777</b>

(a) Movements reported under retained earnings include the impact of the acquisitions (see Note 2.5) as well as put options for acquisitions of non-controlling interests.

(b) Reduction in share capital, see Note 17.1.





# Statutory Auditor's Report

To the General Meeting of Nestlé S.A., Cham & Vevey

## Report on the Audit of the Consolidated Financial Statements

### Opinion

We have audited the consolidated financial statements of Nestlé S.A. and its subsidiaries (the Group), which comprise the consolidated balance sheet as at 31 December 2017, the consolidated income statement, consolidated statement of comprehensive income, consolidated statement of changes in equity and consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion the consolidated financial statements (pages 64 to 142) give a true and fair view of the consolidated financial position of the Group as at 31 December 2017, and its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with International Financial Reporting Standards (IFRS) and comply with Swiss law.

### Basis for Opinion

We conducted our audit in accordance with Swiss law, International Standards on Auditing (ISAs) and Swiss Auditing Standards. Our responsibilities under those provisions and standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Group in accordance with the provisions of Swiss law and the requirements of the Swiss audit profession, as well as the IESBA Code of Ethics for Professional Accountants, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Key Audit Matters



**Revenue recognition**



**Carrying value of goodwill and indefinite life intangible assets**



**Income taxes**

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

## Financial information – 5 year review

In millions of CHF (except for data per share and employees)

	2017	2016
<b>Results</b>		
Sales	89 791	89 469
Underlying Trading operating profit *	14 729	14 307
as % of sales	16.4%	16.0%
Trading operating profit *	13 233	13 693
as % of sales	14.7%	15.3%
Taxes	2 779	4 413
Profit for the year attributable to shareholders of the parent (Net profit)	7 183	8 531
as % of sales	8.0%	9.5%
Total amount of dividend	7 216 <sup>(b)</sup>	7 126
Depreciation of property, plant and equipment	2 853	2 795
<b>Balance sheet and Cash flow statement</b>		
Current assets	32 190	32 042
Non-current assets	98 190	99 859
Total assets	130 380	131 901
Current liabilities	36 054	37 517
Non-current liabilities	31 549	28 403
Equity attributable to shareholders of the parent	61 504	64 590
Non-controlling interests	1 273	1 391
Net financial debt *	17 875	13 913
Ratio of net financial debt to equity (gearing)	29.1%	21.5%
Operating cash flow	13 486	15 582
as % of net financial debt	75.4%	112.0%
Free cash flow *	8 509	10 108
Capital expenditure	3 934	4 010
as % of sales	4.4%	4.5%
<b>Data per share</b>		
Weighted average number of shares outstanding (in millions of units)	3 092	3 091
Basic earnings per share	2.32	2.76
Underlying earnings per share *	3.55	3.40
Dividend	2.35 <sup>(b)</sup>	2.30
Pay-out ratio based on basic earnings per share	101.3% <sup>(b)</sup>	83.3%
Stock prices (high)	86.40	80.05
Stock prices (low)	71.45	67.00
Yield <sup>(a)</sup>	2.7/3.3 <sup>(b)</sup>	2.9/3.4
<b>Market capitalisation</b>	<b>256 223</b>	<b>226 310</b>
<b>Number of employees (in thousands)</b>	<b>323</b>	<b>328</b>

\* Certain financial performance measures, that are not defined by IFRS, are used by management to assess the financial and operational performance of the Group. The "Alternative Performance Measures" document published under <https://www.nestle.com/investors/publications> provides the definition of these non-IFRS financial performance measures.

(a) Calculated on the basis of the dividend for the year concerned, which is paid in the following year, and on high/low stock prices.

(b) As proposed by the Board of Directors of Nestlé S.A.

## Companies of the Nestlé Group, joint arrangements and associates

In the context of the SIX Swiss Exchange Directive on Information relating to Corporate Governance, the disclosure criteria of the principal affiliated companies are as follows:

- operating companies are disclosed if their sales exceed CHF 10 million or equivalent;
- financial companies are disclosed if either their equity exceeds CHF 10 million or equivalent and/or the total balance sheet is higher than CHF 50 million or equivalent;
- joint ventures and associates are disclosed if the share held by the Group in their profit exceeds CHF 10 million or equivalent and/or the Group's investment in them exceeds CHF 50 million or equivalent

Entities directly held by Nestlé S.A. that are below the disclosure criteria are listed with a °.

All companies listed below are fully consolidated except for:

- 1) Joint ventures accounted for using the equity method;
- 2) Joint operations accounted for in proportion to the Nestlé contractual specified share (usually 50%);
- 3) Associates accounted for using the equity method.

Countries within the continents are listed according to the alphabetical order of the country names.

Percentage of capital shareholding corresponds to voting powers unless stated otherwise.

△ Companies listed on the stock exchange

◊ Sub-holding, financial and property companies

Companies	City	% capital shareholdings by Nestlé S.A.	% ultimate capital shareholdings	Currency	Capital
<b>Europe</b>					
<b>Austria</b>					
Galderma Austria GmbH	Linz		100%	EUR	35 000
Nespresso Österreich GmbH & Co. OHG	Wien		100%	EUR	35 000
Nestlé Österreich GmbH	Wien	34.4%	100%	EUR	7 270 000
<b>Azerbaijan</b>					
Nestlé Azerbaijan LLC	Baku	100%	100%	USD	200 000
<b>Belarus</b>					
LLC Nestlé Bel	* Minsk	100%	100%	BYN	410 000
<b>Belgium</b>					
Centre de Coordination Nestlé S.A.	◊ Bruxelles	91.5%	100%	EUR	4 298 971 818
Nespresso Belgique S.A.	Bruxelles	100%	100%	EUR	550 000
Nestlé Belgilux S.A.	Bruxelles	56.9%	100%	EUR	64 924 438
Nestlé Catering Services N.V.	Bruxelles		100%	EUR	14 035 500
Nestlé Waters Benelux S.A.	Etalle		100%	EUR	5 601 257
<b>Bosnia and Herzegovina</b>					
Nestlé Adriatic BH d.o.o.	Sarajevo	100%	100%	BAM	2 151

# Installation Plan

# Installation Plan

Nestlé Waters Proposed Service Plan focuses on ensuring EQUALIS GROUP key service criteria are met in the most cost- effective manner possible.

**Proposed Step #1- Initial Planning Meeting:** The most important first step to providing cooler services is the development of a mutually agreeable implementation and conversion action plan. At Nestlé Waters we prefer to work side-by-side with each key EQUALIS GROUP contact to develop the “right” transition plan, which includes as a minimum; formal time tables, staffing plans/assignments and contingency plans. Therefore prior to initiating any work, Nestlé Waters recommends a formal meeting with all key EQUALIS GROUP contacts, considered the key shareholders in this new program. For this meeting, the Nestlé Waters’ EQUALIS GROUP divisional project manager, each dedicated Nestlé Waters’ EQUALIS GROUP Agency-specific account manager.

**Proposed Step #2 – Mutually Agreeable Action Planning:** The critical component to Nestlé Waters proposed services is the use of a mutually agreeable action plan. The primary objective is development of specific water filtration cooler installation and bottled water cooler conversion schedules for each EQUALIS GROUP Agency. Our ultimate goal is to develop an installation schedule focusing on priority locations as defined by EQUALIS GROUP, high cost bottle water cooler usage locations, and the proximity to other cooler locations.

**Proposed Step #3 – Preliminary Site Surveys:** Once an installation schedule is agreed upon, Nestlé Waters would conduct preliminary site surveys at select EQUALIS GROUP locations to ensure all key parties are in agreement with installation objectives and fully understand what is considered “acceptable” installations by the EQUALIS GROUP. In addition, these preliminary site surveys provide excellent opportunities to identify any significant installation challenges that may arise, along with reviewing previously related efforts that were well received by the EQUALIS GROUP (and should be considered going forward).

**Proposed Step #4 – Preliminary Findings Review:** Upon completion of all preliminary site surveys and installation/conversion scheduling, we recommend conducting a follow-up status review meeting with all key EQUALIS GROUP personnel to address any needed revisions to the initial action plan as previously agreed upon. This meeting will allow all parties to

address any unforeseen circumstances that may have been identified to date and incorporate any new findings.

**Proposed Step #5 – Installation:** Due to the depth of resources available to the EQUALIS GROUP from Nestlé Waters, along with the overall structure of our Water Filtration Services, we will be pleased to initiate and complete installation of water filtration coolers simultaneously at multiple EQUALIS GROUP locations.

**Proposed Step #6 – Installation Recap:** Upon completion of initially required installations the Nestlé Waters account management team suggest a status review meeting with key EQUALIS GROUP personnel to; ensure the mutually agreeable action plan is considered effective and on schedule, identify any unforeseen service needs and revise the overall service strategy as required, thus ensuring continuous improvement going forward.

# Sustainability



# Our 2020 commitments and progress

Status of our commitments

●○○ New ●○○ In progress ●○○ Achieved

**For individuals and families**  
Enabling healthier and happier lives

Our 2020 ambition is to help 50 million children lead healthier lives

<p><b>Offering tastier and healthier choices</b></p>	<p>●○○ Launch more foods and beverages that are nutritious, especially for mothers-to-be, new mothers, and infants and children</p> <p>●○○ Further decrease sugars, sodium and saturated fat</p> <p>●○○ Increase vegetables, fiber-rich grains, pulses, nuts and seeds in our foods and beverages</p> <p>●○○ Simplify our ingredient lists and remove artificial colors</p> <p>●○○ Address under-nutrition through micronutrient fortification</p>	<p><b>Inspiring people to lead healthier lives</b></p> <p>●○○ Apply and explain nutrition information on packs, at point-of-sale and online</p> <p>●○○ Offer guidance on portions for our products</p> <p>●○○ Leverage our marketing efforts to promote healthy cooking, eating and lifestyles</p> <p>●○○ Empower parents, caregivers and teachers to foster healthy behaviors in children</p> <p>●○○ Support breastfeeding and protect it by continuing to implement an industry-leading policy to market breast-milk substitutes responsibly</p> <p>●○○ Inspire people to choose water to lead healthier lives</p> <p>●○○ Partner for promoting healthy food environments</p>	<p><b>Building, sharing and applying nutrition knowledge</b></p> <p>●○○ Build and share nutrition knowledge from the first 1000 days through to healthy aging</p> <p>●○○ Build biomedical science leading to health-promoting products, personalized nutrition and digital solutions</p>
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**For our communities**  
Helping develop thriving, resilient communities

Our 2020 ambition is to improve 30 million livelihoods in communities directly connected to our business activities

<p><b>Enhancing rural development and livelihoods</b></p>	<p>●○○ Improve farm economics among the farmers who supply us</p> <p>●○○ Improve food availability and dietary diversity among the farmers who supply us</p> <p>●○○ Implement responsible sourcing in our supply chain and promote animal welfare</p> <p>●○○ Continuously improve our green coffee supply chain</p> <p>●○○ Roll out the <i>Nestlé Cocoa Plan</i> with cocoa farmers</p>	<p><b>Respecting and promoting human rights</b></p> <p>●○○ Assess and address human rights impacts across our business activities</p> <p>●○○ Improve workers' livelihoods and protect children in our agricultural supply chain</p> <p>●○○ Enhance a culture of integrity across the organization</p> <p>●○○ Provide effective grievance mechanisms to employees and stakeholders</p>	<p><b>Promoting decent employment and diversity</b></p> <p>●○○ Roll out our <i>Nestlé needs YOUth</i> initiative across all our operations</p> <p>●○○ Enhance gender balance in our workforce across the entire value chain</p> <p>●○○ Advocate for healthier workplaces and healthier employees</p>
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**For the planet**  
Stewarding resources for future generations

Our 2020 ambition is to strive for zero environmental impact in our operations

<p><b>Caring for water</b></p>	<p>●○○ Work to achieve water efficiency and sustainability across our operations</p> <p>●○○ Advocate for effective water policies and stewardship</p> <p>●○○ Engage with suppliers, especially those in agriculture</p> <p>●○○ Raise awareness on water conservation and improve access to water and sanitation across our value chain</p>	<p><b>Acting on climate change</b></p> <p>●○○ Provide climate change leadership</p> <p>●○○ Promote transparency and proactive, long-term engagement in climate policy</p>	<p><b>Safeguarding the environment</b></p> <p>●○○ Improve the environmental performance of our packaging</p> <p>●○○ Reduce food loss and waste</p> <p>●○○ Provide meaningful and accurate environmental information and dialogue</p> <p>●○○ Preserve natural capital</p>
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**SUSTAINABLE DEVELOPMENT GOALS**





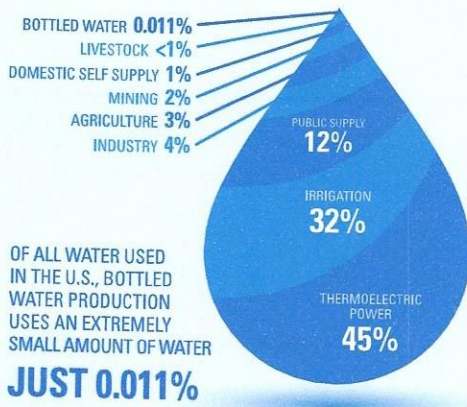
**WE ARE A LEADER IN WATER, PACKAGING, AND ENVIRONMENTAL STEWARDSHIP.**



## CATEGORY SUSTAINABILITY

BOTTLED WATER IS THE PACKAGED BEVERAGE WITH THE LOWEST WATER FOOTPRINT AND THE HIGHEST RECYCLING RATE.

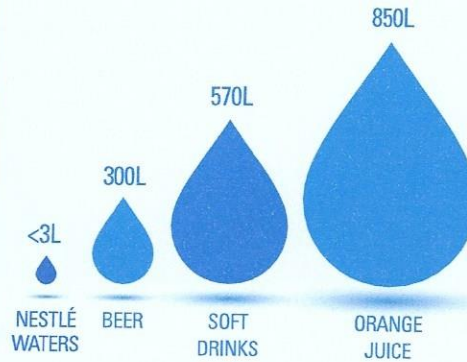
### WATER USE ACROSS INDUSTRIES



SOURCE: [HTTPS://WWW.BOTTLEDWATER.ORG/WATER-USE](https://www.bottledwater.org/water-use)

### COMPARATIVE WATER USE

#### AMOUNT OF WATER USED TO PRODUCE 1L OF PRODUCT



SOURCE: NESTLÉ WATERS (BOTTLED WATER); WATER FOOTPRINT NETWORK (OTHER BEVERAGES BUT SOFT DRINKS); WWF (FOR SOFT DRINKS)

### RECYCLING BEHAVIOR

RECYCLING RATE FOR SINGLE SERVE PET PLASTIC BOTTLED WATER CONTAINERS HAS DOUBLED IN THE LAST TEN YEARS



Greater than the recycling rate for PET products in general (only 29% in 2017).

SOURCE: [HTTPS://WWW.BOTTLEDWATER.ORG/EDUCATION/RECYCLING](https://www.bottledwater.org/education/recycling)

## WATER STEWARDSHIP

WE ARE COMMITTED TO LEADING IN WATER STEWARDSHIP. WE MANAGE WATER FOR THE LONG TERM FOR THE WATERSHEDS AND COMMUNITIES IN WHICH WE OPERATE.



### ALLIANCE FOR WATER STEWARDSHIP

By 2025, we will certify all of our factories using the rigorous global Alliance for Water Stewardship Standard.

Currently, all 5 of our California factories have been certified, making us the first company in North America to achieve certification.

### SUSTAINABLY SOURCED



We sustainably source our water based upon local hydrological conditions. We ensure this through a monitoring program as audited under the Alliance for Water Stewardship Standard and led by teams of engineers, geologists, and hydrogeologists.

WE ARE STEWARDS FOR

**47** SPRING SITES **AND** **21,000** ACRES OF OPEN SPACE ACROSS THE COUNTRY

### WE SUPPORT WATERSHED CONSERVATION PROJECTS ACROSS THE COUNTRY.

**CA** We are founding members of the California Water Action Collaborative, where we work with non-profit groups and corporations to further water stewardship in the state.

**ME** We work as part of the Saco Watershed Collaborative to protect the water quality and ecosystems of the Saco River.

**FL** Together with our partner in Florida, Keep Tampa Bay Beautiful, we promote the health of the Hillsborough River.



**WE ARE A LEADER IN WATER, PACKAGING, AND ENVIRONMENTAL STEWARDSHIP.**

## PACKAGING RESPONSIBILITY

WE ARE COMMITTED TO REDUCING PACKAGING, IDENTIFYING SUSTAINABLE PACKAGING SOLUTIONS AND INVESTING TO IMPROVE RECYCLING AND HELPING TO RECOVER UNMANAGED WASTE.

**OUR 0.5L BOTTLES ARE 60% LIGHTER THAN THEY WERE IN 1990**



### CREATING BOTTLES FROM RECYCLED BOTTLES

We use post-consumer recycled plastic in many of our products, including some of our Arrowhead, Deer Park, Nestlé Pure Life, and Ozarka bottles.

### DESIGNED FOR RECYCLING

We design all of our bottles to be 100% recyclable.



### ENCOURAGE AND ENABLE RECYCLING

We work with industry groups and consumers to increase recycling rates and expand access to recycling.



### CLOSED LOOP fund

In 2017, we pledged \$6 million to the Closed Loop Fund, to help finance recycling infrastructure projects and community recycling programs across the U.S.

Including How2Recycle labeling on our products educates and encourages consumers to recycle more and contributes to a more resilient recycling system.



### How2Recycle

## OPERATIONAL SUSTAINABILITY

WE ARE WORKING TO REDUCE OUR ENVIRONMENTAL IMPACT FROM WASTE, TRANSPORTATION AND ENERGY.

From 2012 through 2017, we have **RECYCLED, REUSED or RECOVERED**

**98%** of the waste generated in our factories.

**ZERO WASTE TO LANDFILL**  
OUR OFFICIAL COMMITMENT IS TO BE LANDFILL FREE BY 2020



SOURCE: <https://www.nestle-watersna.com/en/planet/sustainable-operations/our-environmental-impact/landfill-free>

### OPTIMIZING TRANSPORTATION

Since 2016, we've shipped some of our Poland Spring products by rail rather than on trucks. This has helped us

**REDUCE ROAD MILES BY OVER 1 MILLION MILES** since the project started.



Since 2010, we've **REDUCED OUR AVERAGE SHIPMENT DISTANCE BY 30 MILES**, helping us avoid 25.8 million road miles each year.

### OUR GOAL

**100% RENEWABLE ENERGY**

**RE 100**

[www.there100.org](http://www.there100.org)

within the shortest practical timescale.



**10 OUT OF OUR 27 FACTORIES ARE U.S. GREEN BUILDING COUNCIL (LEED) CERTIFIED, RESULTING IN HEALTHIER BUILDINGS WITH REDUCED ENERGY USE AND CARBON EMISSIONS. OUR HEADQUARTERS IN STAMFORD, CT ARE ALSO LEED SILVER CERTIFIED.**

# Branch Locations

Branch Locations

ATLANTA  
 AUSTIN  
 BAKERSFIELD  
 BALTIMORE  
 BRIDAN ENTERPRISES  
 BRISBANE  
 CALVERTON  
 CAPE COD  
 CARLSTADT  
 CHARLESTON  
 CHARLOTTE  
 CHATSWORTH  
 CHESAPEAKE  
 CHICAGO  
 COLTON  
 DALLAS  
 DAVENPORT  
 DENVER

DENVER  
 DRACUT  
 EL MONTE  
 ELMSFORD  
 FRAMINGHAM  
 FT MYERS  
 GARDENA  
 GETTYSBURG  
 GREEN VALLEY  
 GREENSBORO  
 GREENVILLE  
 INDIANAPOLIS  
 JACKSONVILLE  
 JAMAICA  
 JERSEY CITY  
 JUPITER  
 LAKEWOOD  
 LANHAM  
 LIVERMORE  
 LIVONIA  
 LONG ISLAND CITY

LORTON  
 LOS ANGELES  
 MELBOURNE  
 MILPITAS  
 MIRAMAR  
 INDIANAPOLIS  
 NEWBURGH  
 NORTH HAVEN  
 NORTH HOUSTON  
 NORTHBROOK  
 NORTON  
 ORANGE  
 ORLANDO  
 PALM SPRINGS  
 PENNSAUKEN  
 PHOENIX  
 RALEIGH  
 SACRAMENTO  
 SALINAS  
 SAN ANTONIO  
 SAN DIEGO

SANTA MARIA  
 SARASOTA  
 SHENANDOAH  
 SOMERSET  
 SOUTH HOUSTON  
 SPRINGFIELD  
 SYOSSET  
 TAMPA  
 TRAPPE  
 VALLEJO  
 VENTURA  
 WACO  
 WESTBROOK  
 WOODRIDGE

Factories



**Safety**



Ethem Djokic  
Senior Client Representative

Marsh USA Inc.  
1166 Avenue of the Americas  
New York, NY 10036-2774  
+1 212 345 7942  
ethem.djokic@marsh.com  
www.marsh.com

Aurora Ramos  
Nestle Waters North America Holdings, Inc.  
1812 N. Moore Street  
Arlington, VA 22209

June 3, 2020

**Subject:** Nestle Waters North America

Dear Aurora:

This letter is to confirm that the Experience Modification Rating (EMR) factor for Nestlé Waters North America Holdings, Inc. taken from NCCI and Rating Bureaus are as follows:

STATE	1/1/2019-2020 - updated	1/1/2020-2021
Interstate	0.50	0.47
CA	.69	.84
NJ	.902	.902 tentative
PA	.636	.660

Sincerely,

*Ethem Djokic*

Ethem Djokic  
Senior Client Representative

/mm

Encl.

Cc: Kathy Nieto  
Kristy Dreher

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35 in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	18 (H)	93 (I)	15 (J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
625 (K)	2633 (L)

Injury and Illness Types					
Total number of... (M)	(1) Injury	66	(4) Poisoning		0
	(2) Skin Disorder	1	(5) Hearing Loss		0
	(3) Respiratory Condition	0	(6) All Other Illnesses		59

### Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2019

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information	
Your establishment name	Nestle Waters North America
Street	900 Long Ridge Road, Bldg 2
City	Stamford
State	Connecticut
Zip	06902
Industry description (e.g., Manufacture of motor truck trailers)	Bottled Water Delivery
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	5 9 6 3
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	4 5 4 3 9 0
Employment information	
Annual average number of employees	3,168
Total hours worked by all employees last year	7,661,625
<b>Sign here</b>	
Knowing falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	Director, SHE
Phone	866-532-2753
	Title
	Date
	3/9/2020

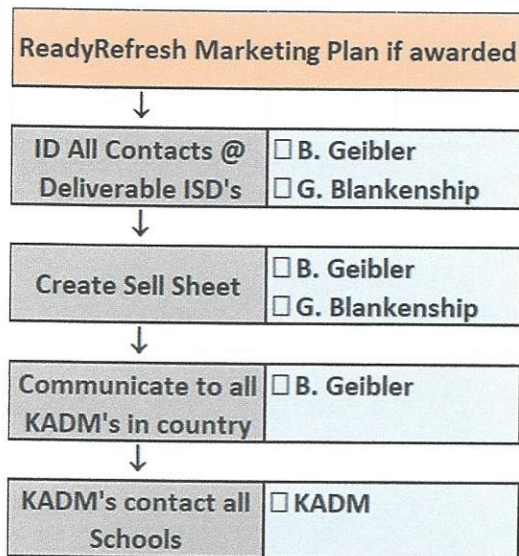
# Value Added



## Value Added

ReadyRefresh will do the following within 90 days of being awarded to promote the program within the State of Texas, and also ensure awareness within our organization for the US.

- Create a 1 page "sell sheet" detailing the program
- Utilize all ReadyRefresh Salespeople (12) in the State of Texas to contact (phone or email) eligible schools/ISD's
- Communicate the program to all ReadyRefresh salespeople nationally (80) for potential use throughout the US
- Mass Emails to all deliverable locations in Texas
- See Visual below



\*KADM = Key Account Development Manager

# Certificates

# Certificate of Registration

## Intertek

This is to certify that the food safety management system of  
**Nestle Waters North America**  
Main Site: 4718 Mountain Creek Parkway, Dallas, Texas 75236, USA

has been assessed and registered by Intertek as conforming to the requirements of:

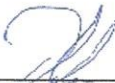
### FSSC 22000

Certification Scheme for Food Safety Management Systems including  
ISO 22000:2005, ISO/TS 22002-1:2009 and additional FSSC 22000 requirements.

This certificate is provided on the basis of the FSSC 22000 certification scheme, version 3, published 10 April, 2013. The certification system consists of an annual audit of the food safety management systems and an annual verification of the PRP elements and additional requirements as included in the scheme and ISO/TS 22002-1.

The food safety management system is applicable to  
Manufacture of spring water, distilled water, drinking water with mineral inject and purified water.

Category Code (ISO/TS 22003:2013): CIV  
Certificate Number: 0013471-02  
Date of certification decision: 5 October 2017  
Initial Certification Date: 3 November 2011  
Reissuing Date: 5 October 2017  
Certificate Expiry Date: 2 November 2020

  
Thomas Andersson, CEO  
Intertek Certification AB  
P.O. Box 1103, SE-164 22 Kista, Sweden

 FSSC 22000



In the issuance of this certificate, Intertek assumes no liability to any party other than to the Client, and then only in accordance with the agreed upon Certification Agreement. This certificate's validity is subject to the organization maintaining their system in accordance with Intertek's requirements for systems certification. Validity may be confirmed via email at [certificate.validation@intertek.com](mailto:certificate.validation@intertek.com) or by scanning the code to the right with a smartphone.

The certificate remains the property of Intertek, to whom it must be returned upon request.



Intertek Intertek Intertek Intertek

# *International Bottled Water Association*

## *Certificate of Membership*

THIS IS TO CERTIFY THAT

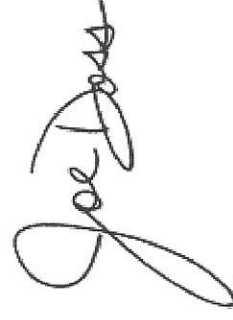
Nestle Waters North America Inc.

IS A MEMBER OF THE INTERNATIONAL BOTTLED WATER ASSOCIATION  
IN THE **BOTTLER** CATEGORY  
AND IS ENTITLED TO ALL RESPECTIVE MEMBERSHIP SERVICES  
DURING THE YEAR 2020

**158**  
MEMBERSHIP  
IDENTIFICATION NUMBER



CHAIRMAN, IBWA



PRESIDENT, IBWA

# ReadyRefresh

**Walking the Talk  
by Leaving a Smaller  
Footprint**

ReadyRefresh® is proud to announce that Natural Capital Partners has certified ReadyRefresh® as a CarbonNeutral® company. Through various innovations in our facilities and fleet, and the purchase of carbon offsets, we can now keep our customers hydrated while doing our part to minimize our environmental impact.

## How did we achieve Carbon Neutrality?



In addition to reducing our absolute emissions through delivery innovations, fleet changes and other projects, we are also working with several forestry and landscape projects to offset the areas of our business that still leave room for improvement.

## So, what does that actually mean?

Well, now you can enjoy the same convenient beverage delivery service knowing that we're committed to serving our customers through a more sustainable operation.

## What are we going to do next?

When it comes to protecting the environment, there is always more we can do. Our next goal is to become a Zero Waste to Landfill company—an ethical, economical and efficient way of transforming discarded materials into resources for others to use.

**Stay Tuned and Stay Hydrated!**

## **ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group**

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- Respondent agrees to all terms and conditions outlined in each of the following exhibits
  - Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
- 
- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
  - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
  - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
  - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE  
Equalis Group

## OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

7-8-20

Date

Kathy Niel

Authorized Signature & Title

Sales Support Coordinator

**CONTRACT SIGNATURE FORM**


The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Nestle Waters North America Inc
Address	900 Long Ridge Rd. Bldg 2
City/State/Zip	Stamford, CT 06902
Telephone No.	214-906-4444
Fax No.	
Email address	Bob.Geibler@waters.nestle.com
Printed name	<i>Bob Geibler</i>
Position with company	National Account Manager
Authorized signature	Bob Geibler

Term of contract September 1, 2020 to August 31, 2023

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

 10/5/20  
Region 10 ESC Authorized Agent Date

Rickey Williams  
Print Name

Equalis Group Contract Number EQ-052920-02A



**DOC #1 CLEAN AIR AND WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Nestle Waters North America Inc

Title of Authorized Representative: Sales Support Coordinator

Mailing Address: 900 Long Ridge Rd. Bldg 2 Stamford, CT 06902

Signature: Kathy Niels

**DOC #2 DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Nestle Waters North America Inc

Potential Vendor: \_\_\_\_\_

Title of Authorized Representative: Sales Support Coordinator

Mailing Address: 900 Long Ridge Rd. Bldg 2 Stamford, CT 06902

Signature: Kathy Niels

**DOC #3 LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Kathy Niels

Signature of Respondent

7-8-20

Date

## DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

---

### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

---

### Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

  
\_\_\_\_\_  
Signature of Respondent

  
\_\_\_\_\_  
Date

**DOC #5 ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** \_\_\_\_\_  
Nestle Waters North America Inc.  
4718 Mountain Creek Parkway  
**ADDRESS** \_\_\_\_\_  
Dallas TX 75236  
\_\_\_\_\_  
\_\_\_\_\_  
**PHONE** \_\_\_\_\_  
**FAX** \_\_\_\_\_

**RESPONDANT**  
*Bob Geibler*  
\_\_\_\_\_  
Signature  
Bob Geibler  
\_\_\_\_\_  
Printed Name  
National Account Manager  
\_\_\_\_\_  
Position with Company

**AUTHORIZING OFFICIAL**  
*Kathy Nieto*  
\_\_\_\_\_  
Signature  
*Kathy Nieto*  
\_\_\_\_\_  
Printed Name  
*Sales Support Coordinator*  
\_\_\_\_\_  
Position with Company

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2020-641981

Date Filed:  
 07/09/2020

Date Acknowledged:

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

Nestle Waters North America Inc.  
 Stamford, CT United States

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

Region 10 ESC

**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.**

RFP EQ-05292-02  
 Indoor Water Dispensers

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 Kathy Nieto, and my date of birth is 12-17-63.

My address is 14744 SKYCREST LANE, Chino Hills, CA, 91709, US.  
(street) (city) (state) (zip code) (country)

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

Executed in SAN BERNARDINO County, State of CA, on the 8 day of JULY, 20 20.  
(month) (year)

Kathy Nieto  
 Signature of authorized agent of contracting business entity  
 (Declarant)

## DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**DOC #7 BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**DOC #8 TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

**DOC #9 RESIDENT CERTIFICATION:**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "resident Bidder"
- I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Nestle Waters North America Inc 900 Long Ridge Rd. Bldg 2

---

pany Name Address Com

Stamford, CT 06902

---

State Zip City



**DOC #10 FEDERAL FUNDS CERTIFICATION FORM**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

**1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? KN  
(Initials of Authorized Representative)

**2. Termination for Cause or Convenience:**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? KN  
(Initials of Authorized Representative)

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? KN  
(Initials of Authorized Representative)

#### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? KN  
(Initials of Authorized Representative)

#### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? KN  
(Initials of Authorized Representative)

#### 6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? KN  
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? KN  
(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? KN  
(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? KN  
(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory

level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? KN  
(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? KN  
(Initials of Authorized Representative)

**12. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? KN  
(Initials of Authorized Representative)

**13. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? KN  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Nestle Waters North America Inc

\_\_\_\_\_  
Company Name

Kathy Nieto  
Signature of Authorized Company Official

KATHY NIETO  
Printed Name

Sales Support Coordinator  
Title

7-8-20  
Date

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

*Kathy Niels*

*7-8-20*

Signature of Respondent

Date

DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Nestle Waters North America Inc.
Street: 900 Long Ridge Rd. Bldg 2
City, State, Zip Code: Stamford, CT 06902

Complete as appropriate:

I, \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

Kathy Nieto
I, Kathy Nieto, an authorized representative of Nestle Waters North America Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Table with 3 columns: Name, Address, Interest. Row 1: Name: None, Address: (blank), Interest: (blank). Subsequent rows are empty.

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Kathy Nieto
Authorized Signature and Title

7-8-20
Date

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name:  
Street:  
City, State, Zip Code:

State of ~~New Jersey~~ Connecticut

County of Fairfield

I, Mike Leppert of the Stamford  
Name City

in the County of Fairfield, State of Connecticut of full  
age, being duly sworn according to law on my oath depose and say that:

I am the Sr. Director Commercial Sales of the firm of Nestle Waters North America Inc.  
Title Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Nestle Waters North America Inc*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Sr. Director Commercial Sales  
Authorized Signature & Title

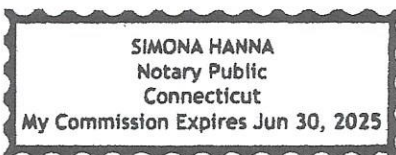
Subscribed and sworn before me

this 9th day of July, 20 20

Simona Hanna

Notary Public of ~~New Jersey~~ CONNECTICUT  
My commission expires 6/30, 2020

SEAL





Company Name: Nestle Waters North America Inc.
Street: 900 Long Ridge Rd. Bldg 2
City, State, Zip Code: Stamford, CT06902

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work - Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education
B. Approved Federal or New Jersey Plan - certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature and Title (with handwritten signature)

Date (with handwritten date 7-8-20)

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



\_\_\_\_\_  
Signature of Procurement Agent

**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfn/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfn/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee\*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

8. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Nestle Waters North America Inc.		
Address:	900 Long Ridge Rd. Bldg 2		
City:	Stamford	State:	CT Zip: 06902

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

*Kathy Nieto*  
Signature

KATHY NIETO  
Printed Name

*Sales Support Coordinator*  
Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$
<i>(A large diagonal line is drawn across the remaining rows of the table.)</i>			

Check here if the information is continued on subsequent page(s)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**



DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Sole Proprietorship

Limited Liability Partnership

Corporation

Limited Partnership

Subchapter S Corporation

Limited Liability Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: NONE	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

Name: NONE	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 9<sup>th</sup> day of July, 2020

(Notary Public) Simona Hanna

My Commission expires: 6/30/2025

[Signature]  
(Affiant)  
Mike Leppert Sr. Director Commercial Sales  
(Print name & title of affiant)

(Corporate Seal)

SIMONA HANNA  
Notary Public  
Connecticut  
My Commission Expires Jun 30, 2025

**DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*



## Workplace Refreshment. Simplified.

Choose your beverages. Schedule a delivery. Enjoy the convenience.

Discover the convenience of delivery on your terms. It's as easy as 1-2-3 with ReadyRefresh® by Nestlé®.



### 1. Choose the beverages, dispensers and breakroom supplies that are right for your customers and employees.

- Always have access to the water you love.
- Get quality beverages at a great price.
- Keep employees and customers refreshed.



### 2. Get flexible, efficient delivery.

- Monday through Friday (subject to availability)
- Always have the beverages needed for your business on hand.
- Save time and eliminate trips to the store to purchase beverages.



### 3. Experience service on your terms.

- Your dedicated account manager will support all of your account needs.
- Resolve questions and issues quickly through a single point of contact.
- Convenient self-service tools include customizable e-billing with flexible invoicing.



**YOU choose.  
WE deliver.**





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## Water Coolers Standard Series

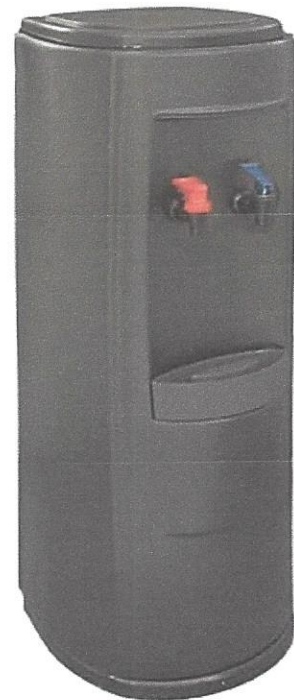
Consistency in performance, competitive pricing & one piece blow-molded cabinet of high-density polyethylene with UV resistance additives make this cooler a popular long-life rental unit.

### Model:

Standard POU H/C (Hot and Cold)

Standard POU C/C (Cook and Cold)

- Graceful design, easy to maintain and convenient to use
- Food grade stainless steel (SUS304) hot tank and cooling tank
- Large and durable drip tray
- High quality and efficient compressor for reliable and consistent performance
- Available in White color
- 2 years limited warranty



Standard Series are  
Energy Star rated

# Standard Series

## Technical Data & Specifications



**Cabinet & Chassis:** One piece blow molded high-density polyethylene plastic. Resists cracking, fading and yellowing. Color molded in to hide scrapes caused by rough usage. Easily removed for access to interior components. The shock absorbing base is made of ABS plastic that will never rust.

**Cold Water Refrigeration Unit:** Convection cooled condenser. Internal, spring mounted, hermetically sealed compressor with automatic overload protector. No lubrication needed. Refrigerant is controlled accurately by a capillary tube.

**Cold Water Thermostat:** Temperature is controlled by an adjustable thermostat with "OFF" position that is easily accessible on the rear of the unit.

**Cold Water Reservoir:** Food grade stainless steel type SUS304, 1 gallon (3.8 liter) reservoir. Provides superior chilling for great tasting water. Highly polished surface is easy to clean and maintain.

**Hot Water Tank:** Food grade stainless steel type SUS304, 0.32 gallon (1.2 liter) capacity. The 520 watts heating element ensures precise temperature control. Removable thermostat and heating element ease service.

**Electrical:**  
Cooler operates on 115 volts, 60 Hertz  
**Refrigerant:**  
All units contain HFC-134a refrigerant.

### Shipping Dimension

Height	39.0 in. (990mm)
Width	12.8 in. (325mm)
Depth	13.2 in. (335mm)

### Shipping Weights

Cook & Cold	33.1 lbs. (15kg)
Hot & Cold	35.3 lbs. (16kg)

### Cooler Dimension

Height	37.0 in. (940mm)
Width	12.2 in. (310mm)
Depth	12.6 in. (320mm)

### Cooler Weights

Cook & Cold	30.9 lbs. (14kg)
Hot & Cold	33.1 lbs. (15kg)

Cooling and Heating Capacities Room Temperature	°F (°C)	70° (21°)	80° (27°)	90° (32°)
Quality for cold water Served per hour	GPH LPH	1.2 4.5	0.9 3.2	0.5 1.9
Number of 3oz. (89ml.) Cups of 50°F (10°C) water Served per hour		53	38	22
Hot water deliver at 180°F (82°C) [for Hot & Cold model only]		45 cups of 6oz. (178ml.) per hour		



Standard Series are  
Energy Star rated



Specifications are subject to change without notice. Bottle & Filter System not included with cooler.

IGO Direct USA Corp., 1407 S. Cucamonga Ave. Ontario, CA 91761. • [www.igodirect.net](http://www.igodirect.net) • Phone: 909.230.4753 • Fax: 888.5d11.5787



VW 210LX

## Visions® LX

### Product:

Hot and Cold or Cook and Cold

### Models:

VW 110LX | VW 210LX

### Features:

High quality, high output Refrigeration and Heating Systems

ABS front panels for upgraded look

High quality 1.7 amp compressor chills water fast

6.0 amp heater delivers plenty of hot water

Two piece washable drip tray

Industry standard Tomlinson faucets

304 Stainless Steel reservoir

All internal components are interchangeable with Reflections® coolers

UL Listed

Energy Star Rated



# Technical Specifications



	Hot & Cold	Cook & Cold
Volts	110	110
Amps	3.83	0.78
Kw/H	1.12	0.16
Cold Temp (Ambient 75°F)	37°F - 48°F	37°F - 48°F
Hot Temp (Ambient 75°F)	169°F - 199.5°F	N/A
Cooling Capacity G/Hr (Ambient 75°F)	0.5	0.5
Hot Capacity G/Hr (Ambient 75°F)	2.03	N/A
Cold Reservoir Size (Gallon)	0.5	0.5
Hot Tank Size (Liter)	2.0	N/A
Net Weight (Lbs.)	30	28
Gross Weight (Lbs.)	31	29
Cooler Dimensions (Inches)	13 x 13.1 x 38	13 x 13.1 x 38
Boxed Dimensions (Inches)	13 x 13.1 x 39	13 x 13.1 x 39

Operating Capacities	70F	80F	88F
Cups per Hour*	65	47	32

\* 3oz. Cups of 50°F water served per hour

## Optional Accessories



Cup Dispensers



No Leak® EZ-Fill®



POU Conversion Kit

Specifications subject to change



Ask about our **FREE** cup dispenser offer

# Don't forget the cups!

Rely on ReadyRefresh to deliver the cups you need.

Our hot and cold beverage cups are essential companions to our bottled water, filtration, and coffee service. Choose from a wide selection of styles, all conveniently delivered right to your door.



### 9 oz. Flat Bottom Cup

Our affordable plastic cup fits nicely into a variety of cup dispensers, and can be set down anywhere while enjoying a beverage. One of our most popular options.

Fully Recyclable

**Sleeve of 50 and Case of 1,000**



### 10 oz. Hot/Cold Paper Cups

Eco-Forward® hot cups are made from 90% plant-based renewable resources and a minimum of 10% post-consumer recycled fiber.

Compostable and 100% Renewable

**Sleeve of 50**



### 4.25 oz. Cone Cup

Our cone paper cups can't create a mess—because they can't be set down.

Compostable and 80-90% Renewable

**Sleeve of 200**



### 10 oz. Hot Cup Lids

These lids are flat with lift-up cutout for drinking. They provide a tight fit to keep beverages secure.

**Sleeve of 100**



### 8 oz. Styrofoam Hot/Cold Cup

These durable cups are great for hot and cold beverages.

**Sleeve of 25**



**YOU choose. WE deliver.**  
Contact your ReadyRefresh sales rep today.

Visit [ReadyRefresh.com](http://ReadyRefresh.com) to see our entire cup selection available for delivery.

For more information, call: Enter name and phone number  
Or email: Enter email address