SUBJECT: CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

BID #: SC-0449-20 **OPEN DATE:** 06/10/2020

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – JULY 1, 2020 THROUGH JUNE 30, 2021 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PURCHASING DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 7 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject bid was opened on 6/10/20. Nestle Waters North America, Inc. returned their Insurance Agent Acknowledgement Form with the word "Agent" replaced by the word "Carrier" throughout. Additionally, Nestle Waters North America, Inc. returned photocopies of their bid submittal due to working from home because of COVID-19. Recommend approval to waive these technicalities as minor irregularities.

Recommend approval of award to Nestle Waters, Inc. as the lowest responsive, responsible bidder. Term shall be July 1, 2020 through June 30, 2021 with two (2) one (1) year renewal options. Estimated initial expenditure amount not-to-exceed $130,000.00.

Funding shall be encumbered from various accounts and executed by Purchase Orders.

ATTACHMENTS: Recommendation Memo; Bid Tabulation; Risk Mgt. Review; Terms & Conditions; Specifications

ANALYST: _____ **RESPECTFULLY SUBMITTED:** _____
DAVID KLAGES GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: GREG PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

To: Gregory W. Pease, Division Chief, Procurement Division

From: David Klages, Purchasing Analyst DK

Date: June 11, 2020

Subject: SC-0449-20 Citywide Bottled Water and Cooler Rental Service

Subject bid was opened on June 10, 2020. Nestle Waters North America, Inc. returned their Insurance Agent Acknowledgement Form with word "Agent" replaced by the word "Carrier" throughout. Per Risk Management's review and acceptance, the Procurement Division recommends waiving the marked-up Insurance Agent Acknowledgement Form as a minor irregularity.

Additionally, Nestle Waters North America, Inc. returned photocopies of their bid submittal due to working at home because of COVID-19. The Procurement Division recommends waiving the photocopies as a minor irregularity.

The Procurement Division requests approval of award to Nestle Waters North America, Inc. as the lowest responsive, responsible bidder. Term shall be July 1, 2020 through June 30, 2021 with two (2) one (1) year renewal options. Estimated initial expenditure amount not-to-exceed $130,000.00.

Funding shall be encumbered by various accounts and executed by Purchase Orders.

Thank you for your assistance and consideration in this matter.

CC: Dan Pearson
Manager of Purchasing Services, Assistant, Procurement Division

BID TABULATION

TITLE:	CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE
BID NO:	SC-0449-20
OPEN DATE:	JUNE 10, 2020
ANALYST:	DAVID KLAGES
NO. INVITED:	(7) No. Received: (3) Other: (0)
RECORDED BY:	JOHN HERNANDEZ

				DS Services of America, Inc.		Nestle Waters North America, Inc.		W.B. Mason Company, Inc.	
Item #	Description	Est. Annual Qty.	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	WATER, DRINKING, 5 GALLON BOTTLE	16,500	EA	$5.25	$86,625.00	$4.48	$73,920.00	$4.79	$79,035.00
2	WATER, SPRING, 5 GALLON BOTTLE	3,500	EA	$5.75	$20,125.00	$4.48	$15,680.00	$4.79	$16,765.00
3	WATER, DISTILLED, 5 GALLON BOTTLE	150	EA	$5.25	$787.50	$4.48	$672.00	$4.79	$718.50
4	WATER, SPRING, 8 - 10 OZ. BOTTLE, 24 BOTTLES PER CASE	125	CS	$5.99	$748.75	$9.99	$1,248.75	$3.29	$411.25
5	WATER, SPRING, 16.9 OZ. BOTTLE, 24 BOTTLES PER CASE	3,500	CS	$5.99	$20,965.00	$5.60	$19,600.00	$3.39	$11,865.00
6	WATER, DISTILLED, 1 GALLON BOTTLE, 6 BOTTLES PER CASE	225	CS	$6.99	$1,572.75	$7.13	$1,604.25	$6.39	$1,437.75
7	CUP, PAPER, CONE, 4.25 OZ., FOR COLD WATER, 200 PER SLEEVE **OR**	588	SLEEVE	N/A	N/A	$3.36	$1,975.68	$4.49	$2,640.12
7a	CUP, PAPER, CONE, 5 OZ., FOR COLD WATER, 200 PER SLEEVE	500	SLEEVE	$3.99	$1,995.00	N/A	N/A	N/A	N/A
8	CUP: DOUBLE POLY, 7 OZ., FOR COLD WATER, 50 PER SLEEVE **OR**	525	SLEEVE	$3.49	$1,832.25	N/A	N/A	$2.29	$1,202.25
8a	CUP: DOUBLE POLY, 9 OZ., FOR COLD WATER, 50 PER SLEEVE	408	SLEEVE	$3.99	$1,627.92	$3.36	$1,370.88	N/A	N/A
Item #	Description	Est. Quantity	Unit	Monthly Rental Price	Annual Total (Mo. Rental x 12)	Monthly Rental Price	Annual Total (Mo. Rental x 12)	Monthly Rental Price	Annual Total (Mo. Rental x 12)
9	RENTAL: WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, HOT/COLD, NO FILTRATION SYSTEM	240	EA	$2.99	$8,611.20	$1.28	$3,686.40	$2.79	$8,035.20
10	RENTAL: WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, HOT/COLD, WITH FILTRATION SYSTEM	30	EA	$24.99	$8,996.40	$24.47	$8,809.20	$21.95	$7,902.00
			TOTAL BID (Line Items 1 - 10):	$153,886.77		$128,567.16		$130,012.07	

BID TABULATION

		DS Services of America, Inc.	Nestle Waters North America, Inc.	W.B. Mason Company, Inc.
TITLE:	CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE			
BID NO:	SC-0449-20			
OPEN DATE:	JUNE 10, 2020			
ANALYST:	DAVID KLAGES			
NO. INVITED:	(7) **No. Received:** (3) **Other:** (0)			
RECORDED BY:	JOHN HERNANDEZ			
Terms:		No Discount	No Discount	No Discount
Delivery:		5 Business Days	3 Business Days	3 Business Days
Signed Bid Form:		Yes	Yes	*Yes
Bid Proposal Form:		Yes	Yes	*Yes
Insurance Agent Acknowledgement Form:		No	*Yes	*Yes
Conflict of Interest Certificate:		Yes	Yes	Yes
Addendum 1:		Yes	Yes	*Yes

NOTE:
DS Services of America, Inc. was supposed to submit pricing for either Item 8 or Item 8a, not both. They submitted pricing for both and there was an error in the total for Item 8a in their response. The total in the Bid Tabulation is correct.

W.B. Mason Company, Inc. failed to return the Bid Form and Addendum 1 (they sent them via email) and failed to multiply the Monthly Rental Price by 12 on Items 9 and 10 in their response. The Annual Total amounts in the Bid Tabulation are correct.

Klages, David

From: Verdejo Magras, Wanda
Sent: Tuesday, June 16, 2020 12:48 PM
To: Klages, David
Subject: RE: SC-0449-20 Citywide bottled water and cooler rental services (Nestle Waters)

Hi Mr. David.

Since I did not now that Nestle Waters had a Broker dealing with their insurance need, then my previous submitted statement of "The **Agent** is the representative of the Carrier, therefore the Insurance Acknowledgement need to be acknowledged by the Insurance Agent of Nestle Waters" Would need to be rescinded.

Please revise the Insurance Acknowledgement agreement from "**Agent**" to "**Carrier**" for Nestle Waters.

Please label all emails correspondence :Subject- **Nestle Waters' Insurance Agent Acknowledgement Form**

Any further questions please feel free to contact me.

Cordially,

Wanda Verdejo
Project Manager for
Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381

Phone : **904-255-5316**

Email : wverdejo@coj.net

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From: Klages, David
Sent: Tuesday, June 16, 2020 12:27 PM
To: Verdejo Magras, Wanda
Subject: RE: SC-0449-20 Citywide bottled water and cooler rental services (Nestle Waters)

Thank you.

David R. Klages
Purchasing Analyst
City of Jacksonville, Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

CITY OF JACKSONVILLE

From: Verdejo Magras, Wanda
Sent: Tuesday, June 16, 2020 12:27 PM
To: Klages, David
Subject: RE: SC-0449-20 Citywide bottled water and cooler rental services (Nestle Waters)

Hi,

Let me review this play on words situation. I will get back to you before the end of the day.

Please label all emails correspondence :Subject-**Nestle Waters' Insurance Agent Acknowledgement Form**

Any further questions please feel free to contact me.

Cordially,

Wanda Verdejo
Project Manager for
Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : **904-255-5316**

Email : *wverdejo@coj.net*

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From: Klages, David
Sent: Tuesday, June 16, 2020 12:16 PM
To: Verdejo Magras, Wanda
Subject: FW: SC-0449-20 Citywide bottled water and cooler rental services (Nestle Waters)

Wanda,
Please see below... Are the carrier and the insurance company the same? Can this be viewed considered a minor irregularity?

Thank you,

David R. Klages
Purchasing Analyst

City of Jacksonville, Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

CITY OF JACKSONVILLE

From: Dreher, Kristy [mailto:Kristy.A.Dreher@marsh.com]
Sent: Friday, June 12, 2020 4:12 PM
To: Klages, David
Cc: Nieto,Kathy,STAMFORD,NWNA HOD Sales Development; Djokic, Ethem; Dreher, Kristy
Subject: FW: SC-0449-20 Citywide bottled water and cooler rental services (Nestle Waters)

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi David:
Per our call, Marsh is the "broker" for Nestle Waters and not an "agent".
We are not authorized to sign this form as broker as it requests for the "agents" signature.
By definition, an "agent" represents the insurance company and a "broker" represents the insured.
To meet your need on the form, we have always asked the carrier to sign the form and only modified the term "agent" with "carrier", as Nestle does not have
"an agent".

We ask that you please continue to accept this modification (see attached).

Feel free to contact us at 203 4511202.

Thanks

Kristy A. Dreher
Senior Vice President
Marsh | Casualty | Advisory Specialist
501 Merritt 7, Norwalk, CT 06856-6010, USA
+1 203 229 6760 | Mobile +1 203 451-1202 | Fax +1 203 229 6510 | kristy.a.dreher@marsh.com

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kristy.a.dreher@marsh.com

From: Klages, David <DKlages@coj.net>
Sent: Thursday, June 11, 2020 5:52 AM
To: Nieto,Kathy,STAMFORD,NWNA HOD Sales Development <Kathy.Nieto@waters.nestle.com>
Subject: RE: SC-0449-20 Citywide bottled water and cooler rental services

This message is from an EXTERNAL SENDER. BE CAUTIOUS, particularly with links and attachments.

Kathy,
The bids are being reviewed. Can I ask why you altered the Insurance Agent Acknowledgement Form? Can you submit the form without changing "agent" to "carrier"?

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville, Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

CITY OF JACKSONVILLE

From: Nieto,Kathy,STAMFORD,NWNA HOD Sales Development [mailto:Kathy.Nieto@waters.nestle.com]
Sent: Wednesday, June 10, 2020 7:11 PM
To: Klages, David
Cc: Littrell,Emily,CASSELBERRY,NWNA HOD FL ZONE Sales; Snober,Abear,Jacksonville,NWNA HOD FL ZONE Key Account Sales
Subject: SC-0449-20 Citywide bottled water and cooler rental services

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Hello Mr. Klages,

When will the bid results be posted on the web-site?

Kathy Nieto | Sales Support Coordinator
Nestlé Waters North America
M 714-824-1940
Kathy.nieto@waters.nestle.com

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Klages, David

From: Dreher, Kristy <Kristy.A.Dreher@marsh.com>
Sent: Friday, June 12, 2020 4:12 PM
To: Klages, David
Cc: Nieto,Kathy,STAMFORD,NWNA HOD Sales Development; Djokic, Ethem; Dreher, Kristy
Subject: FW: SC-0449-20 Citywide bottled water and cooler rental services (Nestle Waters)
Attachments: Insurance forms (002) Executed.pdf

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Hi David:
Per our call, Marsh is the "broker" for Nestle Waters and not an "agent".
We are not authorized to sign this form as broker as it requests for the "agents" signature.
By definition, an "agent" represents the insurance company and a "broker" represents the insured.
To meet your need on the form, we have always asked the carrier to sign the form and only modified the term "agent" with "carrier", as Nestle does not have
"an agent".

We ask that you please continue to accept this modification (see attached).

Feel free to contact us at 203 4511202.

Thanks

Kristy A. Dreher
Senior Vice President
Marsh | Casualty | Advisory Specialist
501 Merritt 7, Norwalk, CT 06856-6010, USA
+1 203 229 6760 | Mobile +1 203 451-1202 | Fax +1 203 229 6510 | kristy.a.dreher@marsh.com

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kristy.a.dreher@marsh.com

From: Klages, David <DKlages@coj.net>
Sent: Thursday, June 11, 2020 5:52 AM
To: Nieto,Kathy,STAMFORD,NWNA HOD Sales Development <Kathy.Nieto@waters.nestle.com>
Subject: RE: SC-0449-20 Citywide bottled water and cooler rental services

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Kathy,
The bids are being reviewed. Can I ask why you altered the Insurance Agent Acknowledgement Form? Can you submit the form without changing "agent" to "carrier"?

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville, Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

CITY OF JACKSONVILLE

From: Nieto,Kathy,STAMFORD,NWNA HOD Sales Development [mailto:Kathy.Nieto@waters.nestle.com]
Sent: Wednesday, June 10, 2020 7:11 PM
To: Klages, David
Cc: Littrell,Emily,CASSELBERRY,NWNA HOD FL ZONE Sales; Snober,Abear,Jacksonville,NWNA HOD FL ZONE Key Account Sales
Subject: SC-0449-20 Citywide bottled water and cooler rental services

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Hello Mr. Klages,

When will the bid results be posted on the web-site?

Kathy Nieto | Sales Support Coordinator
Nestlé Waters North America
M 714-824-1940
Kathy.nieto@waters.nestle.com

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Klages, David

From: Nieto,Kathy,STAMFORD,NWNA HOD Sales Development <Kathy.Nieto@waters.nestle.com>
Sent: Tuesday, June 16, 2020 4:33 PM
To: Klages, David
Cc: Snober,Abear,Jacksonville,NWNA HOD FL ZONE Key Account Sales; Littrell,Emily,CASSELBERRY,NWNA HOD FL ZONE Sales
Subject: RE: SC-0449-20 Citywide bottled water and cooler rental services

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Since our sales team is working from home due to covid-19, our manager sent the scan copies. Can we have an email from our manager stated this is an original?

Kathy Nieto | Sales Support Coordinator
Nestlé Waters North America
M 714-824-1940
Kathy.nieto@waters.nestle.com

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From: Klages, David <DKlages@coj.net>
Sent: Tuesday, June 16, 2020 9:24 AM
To: Nieto,Kathy,STAMFORD,NWNA HOD Sales Development <Kathy.Nieto@waters.nestle.com>
Cc: Snober,Abear,Jacksonville,NWNA HOD FL ZONE Key Account Sales <Abear.Snober@waters.nestle.com>; Littrell,Emily,CASSELBERRY,NWNA HOD FL ZONE Sales <Emily.Littrell@waters.nestle.com>
Subject: RE: SC-0449-20 Citywide bottled water and cooler rental services

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Kathy,
Your submittal included two photocopied sets of documents rather than an original (original signatures). Would you be able to overnight me the original signature forms?

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville, Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

CITY OF JACKSONVILLE

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Sent: Thursday, June 11, 2020 12:00 PM
To: Klages, David
Cc: Snober,Abear,Jacksonville,NWNA HOD FL ZONE Key Account Sales; Littrell,Emily,CASSELBERRY,NWNA HOD FL ZONE Sales
Subject: RE: SC-0449-20 Citywide bottled water and cooler rental services

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Let me check with our insurance agent if that is possible.

Kathy Nieto | Sales Support Coordinator
Nestlé Waters North America
M 714-824-1940
Kathy.nieto@waters.nestle.com

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From: Klages, David <DKlages@coj.net>
Sent: Thursday, June 11, 2020 5:52 AM
To: Nieto,Kathy,STAMFORD,NWNA HOD Sales Development <Kathy.Nieto@waters.nestle.com>
Subject: RE: SC-0449-20 Citywide bottled water and cooler rental services

This message is from an EXTERNAL SENDER. BE CAUTIOUS, particularly with links and attachments.

Kathy,
The bids are being reviewed. Can I ask why you altered the Insurance Agent Acknowledgement Form? Can you submit the form without changing "agent" to "carrier"?

TERMS AND CONDITIONS

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

SCOPE
The Procurement Division of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for Citywide Bottled Water and Cooler Rental Service as listed in the bid documents.

AWARD
Award will be **ALL or NONE** to the lowest responsive, responsible bidder. Bidders must bid on all items in Items 1 – 10 to be considered for award with the following exceptions: Bidders must bid on **either** Item 7 **or** 7a (not both) and **either** Item 8 **or** 8a (not both).

The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

TERM OF AGREEMENT
The term of this agreement will be July 1, 2020 – June 30, 2021 with two (2) one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in the bid documents. Renewal options, if utilized, will be mutually agreed upon by the City and the supplier prior to commencement of said renewal. Supplier reserves the right not to renew the contract if it so desires.

MINIMUM REQUIREMENTS
Bidders must comply with the following requirements; failure to comply with either of these requirements may be grounds for rejection:

a. Registered to conduct business in the State of Florida at time of bid submittal.
b. Obtain Local Business Tax License if awarded.
c. Bidder must provide reference(s) validating contract(s) totaling a minimum of $120,000.00 annually within the past three (3) years.

STATE CONTRACTS
The City reserves the right to utilize contracts established by the State of Florida and/or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

QUANTITIES
Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to add or delete items, to increase the volume of services required, or not to make any purchase against this bid if it so deems necessary at any time during the contract period. The City shall provide the awarded supplier with reasonable notice of any such changes.

DELIVERY
Delivery of water will be made to various City of Jacksonville locations (see attached list). Prices quoted must include inside delivery and pick-up of empty water bottle containers. Supplier must be prepared to provide at least one (1) delivery per week, per dispenser location. The City reserves the right to order more than once per week or on an as needed basis. The City and the supplier will mutually agree on delivery schedules in such cases. The City reserves the right to add or subtract delivery locations as needed during the contract period.

NO deliveries shall be made without prior authorization via Purchase Order.

ESCALATION/DE-ESCALATION
All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Price Index for All Urban Consumers (CPI-U) and/or documentation notifying of an industry wide increase. The City reserves the right

to decline any price increase request.

PRICES
All unit prices shall remain firm for the term of the award and shall include freight, delivery, and handling charges to the delivery location(s).

PICK UP AND RETURNS
The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within forty-eight (48) hours of notification at no charge to the City or its agencies.

COMPLIANCE WITH SPECIFICATIONS
The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. **Multiple offerings, alternates (unless stated) and/or stipulations may be cause for bid rejection.** Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

INVOICING
Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: Purchase Order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

INSURANCE/INDEMNIFICATION
Awarded supplier shall maintain, for the entire term of award, current insurance coverage as stated in the bid documents – **see Exhibits A & B.** The awarded supplier will be required to submit a copy of the insurance certificate within ten (10) calendar days after receipt of award notification. Failure to submit required certification of insurance will be grounds for rejection of bid award. Bid number shall be listed on Insurance Certificate.

REPORTING
The City may request, during the term of award, reports including but not limited to: usage, pricing, and delivery. Awarded supplier will be required to provide reports requested in hard copy and electronic format as requested.

SUPPLIER ACCESSIBILITY
The City of Jacksonville or its representative must be able to contact, during normal business hours, by telephone or email, any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

The City of Jacksonville Procurement Division is soliciting bids from qualified suppliers for the supply of, and firm price agreement for, bottled water and cooler rental service as outlined in the bid documents.

All discrepancies or questions in regards to the Terms and Conditions, Specifications or Bid Proposal Form must be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net. The deadline for questions is **June 1, 2020** at **4:00 p.m.**

Water dispensing units (coolers) furnished shall be completely new or in "like new" condition and free from defects. Bottled water shall be completely new and unopened.

The awarded supplier shall be responsible for the repair or replacement of all non-functioning equipment throughout the course of the contract unless said repair or replacement is caused by the City's negligence, abuse, or misuse of the equipment. The equipment shall at all times be the sole and exclusive property of the supplier. The supplier shall be responsible for the removal of all equipment within a reasonable time at the completion of the contract.

In the event the City of Jacksonville declares an emergency situation where it would be necessary to purchase a bulk supply of bottled water, this bid will serve as an "Emergency Stand-by Contract." The awarded supplier must be prepared to assist and play a supportive role in responding to water emergencies by offering equipment, personnel and other resources as needed. The City recognizes that circumstances may prevent the supplier from physically being able to deliver until it is safe to do so or that FEMA may direct the supplier's resources elsewhere. The awarded bidder will be asked to provide standard operating procedures of management strategies for distribution, delivery and a listing of locations where bottled water can be purchased 24-hours a day.

The City of Jacksonville reserves the right to check references in order to substantiate dates of service and contract amounts.

Failure on the part of the supplier to perform the services described in the bid documents to the expectations of the City of Jacksonville (except during events of force majeure) shall constitute a default of the contract and shall be grounds for termination of said contract. Prior to cancellation of the contract by the City, the supplier shall be given ten (10) calendar days after receiving written notice from the City (i.e. email) to cure any default or failure. Failure on the part of the supplier to cure the default or failure within ten (10) calendar days may result in termination of the contract.