SUBJECT: CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

BID #: SC-0393-23 **OPEN DATE: 8/23/2023**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:
SUPPLY CONTRACT OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT DIVISION

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

NUMBER OF BIDS INVITED: (23) **NUMBER RECEIVED:** (1) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidder, DS Services of America, Inc. (dba) Primo Water North America. Period of service is October 1, 2023 through September 30, 2026 with two (2), one (1) year renewal options. Total estimated annual expenditure $181,742,82. Total expenditure not-to-exceed $545,228.46.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2023. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

Funding for this award to be encumbered by various accounts and executed by purchase order(s).

Attachments: Recommendation Memo, Bid Tabulation Sheet, Terms and Conditions, Specifications

Analyst: _____ **RESPECTFULLY SUBMITTED:** _____
Corey Sido DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Dustin Freeman, 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 _____

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Donna Deegan, Mayor

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

To: Dustin Freeman, Division Chief, Procurement Division

From: Corey Sidlo, Purchasing Analyst CS

Date: September 11, 2023

Subject: Bid # SC-0393-23 Citywide Bottled Water and Cooler Rental Service

The Procurement Division requests approval to award to the lowest responsive, responsible bidder, DS Services of America, Inc. (dba) Primo Water North America. Period of service is October 1, 2023 through September 30, 2026 with two (2), one (1) year renewal options. Total estimated annual expenditure $181,742,82. Total expenditure not-to-exceed $545,228.46.

Funding for this award shall be encumbered by various accounts and executed by Purchase Order(s).

CC: Annette Leslie-Burney, Manager of Purchasing Services – Procurement Division

Sidlo, Corey

From: Jackson, Sharyea L <SJackson@primowater.com>
Sent: Thursday, September 7, 2023 11:35 AM
To: Sidlo, Corey
Cc: Jackson, Sharyea L
Subject: FW: SC-0393-23 CITYWIDE BOTTLED WATER - CITY OF JACKSONVILLE

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 Corey,

Yes, we can remove our redlines.

Thank You,
Sharyea Jackson

From: Sidlo, Corey <CSidlo@coj.net>
Sent: Thursday, September 7, 2023 9:21 AM
To: Jackson, Sharyea L <SJackson@primowater.com>
Subject: SC-0393-23 CITYWIDE BOTTLED WATER - CITY OF JACKSONVILLE

Good morning Andrew & Sharyea,

Per the bid solicitation, exceptions need to be approved by all parties before the bid is submitted. I gave your bid submission to our risk management personnel; they stated your insurance is fine, and that your bid can be considered, but only if you're willing to rescind the red lined exceptions.

Are you willing to rescind the red line options to allow your bid to be eligible for consideration?

Sincerely,

Corey Sidlo
Purchasing Analyst
Procurement Division
City of Jacksonville
214 N. Hogan Street, Suite 833
Jacksonville, FL 32202
Phone: 904-255-8815
Email: csidlo@coj.net

24+ year military veteran, serving the City of Jacksonville

CITY OF JACKSONVILLE

"Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure."

For Bidding Opportunities: COJ.net - Bidding Opportunities (Including Capital Improvement and Design/Build)

For COJ weekly award intentions: COJ.net - Agendas and Minutes

For bid award information: Procurement Division (coj.net)

For Public Records: COJ Public Records (govqa.us)

Primo Water North America
Exceptions/Clarification Memo

The following are the exceptions or clarifications taken by DS Services of America, Inc. d/b/a Primo Water North America ("Primo") in connection with the City of Jacksonville, Florida issued by Larissa Mendez.

PROJECT TITLE: Citywide Bottled Water and Cooler Rental Service for Procurement Division
BID NO.: SC-039323
DATE: Wednesday, August 23, 2023, at 2:00 PM

M. JSEB MONTHLY REPORT
JSEB Reports are not appliable to the services provided by Primo.

INSURANCE REQUIREMENTS
Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida ~~without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management~~. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida ~~without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement)~~.

Cyber Liability & Data Storage
Primo request this section be delete. The Cyber Liability and Data Storage section does not apply to the services provided by Primo.

BID TABULATION

TITLE:	CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE			**DS SERVICES OF AMERICA, INC. (dba) PRIMO WATER NORTH AMERICA**	
BID NO:	SC-0393-23				
OPEN DATE:	August, 23, 2023				
ANALYST:	Corey Sidlo				
NO. INVITED:	(23) **No. Received:** (1) **Other:** (0)				
RECORDED BY:					
Item #	**Description**	**Est. Annual Qty.**	**Unit**	**Unit Price**	**Extended Price**
1	WATER, DRINKING, 5 GALLON BOTTLE	16,500	EA	$5.99	$98,835.00
2	WATER, SPRING, 5 GALLON BOTTLE	3,500	EA	$6.49	$22,715.00
3	WATER, DISTILLED, 5 GALLON BOTTLE	150	EA	$6.49	$973.50
4	WATER, SPRING, 8 - 10 OZ. BOTTLE, 24 BOTTLES PER CASE	125	CS	$7.99	$998.75
5	WATER, SPRING, 16.9 OZ. BOTTLE, 24 BOTTLES PER CASE	3,500	CS	$7.99	$27,965.00
6	WATER, DISTILLED, 1 GALLON BOTTLE, 6 BOTTLES PER CASE	225	CS	$8.99	$2,022.75
7	CUP, PAPER, CONE, 4.25 OZ., FOR COLD WATER, 200 PER SLEEVE	588	SLEEVE	$3.99	$2,346.12
7a	CUP, PAPER, CONE, 5 OZ., FOR COLD WATER, 200 PER SLEEVE	500	SLEEVE	N/A	N/A
8	CUP: DOUBLE POLY, 7 OZ., FOR COLD WATER, 50 PER SLEEVE	525	SLEEVE	$4.99	$2,619.75
8a	CUP: DOUBLE POLY, 9 OZ., FOR COLD WATER, 50 PER SLEEVE	408	SLEEVE	N/A	N/A
Item #	**Description**	**Est. Quantity**	**Unit**	**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	$3.99	$11,491.20
10	RENTAL: WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, HOT/COLD, **WITH** FILTRATION SYSTEM	30	EA	$24.99	$8,996.40
11	CLEANING SERVICE	90	EA	$59.99	$5,399.10
			TOTAL BID (Line Items 1 - 11):	**$181,742.82**	

Terms:	N/A
Delivery:	30 DAYS
Signed Bid Form:	YES
Bid Proposal Form:	YES
Conflict of Interest Certificate:	YES
Addendum:	N/A

NOTE:

BID TABULATION

TITLE:	CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE	**DS SERVICES OF AMERICA, INC. (dba) PRIMO WATER NORTH AMERICA**
BID NO:	SC-0393-23	
OPEN DATE:	August, 23, 2023	
ANALYST:	Corey Sidlo	
NO. INVITED:	(23) **No. Received:** (1) **Other:** (0)	
RECORDED BY:		

Award will be **ALL or NONE** to the lowest responsive, responsible bidder. Bidders must bid on all items in Items 1 – 11 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).

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). Awards are subject to availability of funds.

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 October 1, 2023 – September 30, 2026 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.

TERMS AND CONDITIONS (continued)

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

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.

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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 Corey Sidlo, Purchasing Analyst, at csidlo@coj.net. The deadline for questions is **August 16, 2023** 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.

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