SUBJECT: CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

BID #: SC-0391-19 **OPEN DATE:** 2019-04-10

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – ONE (1) YEAR FROM DATE OF AWARD WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT DIVISION

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

NUMBER OF BIDS INVITED: 7 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reject Nestle Waters North America, Inc. for altering the bid documents and for adding their company's own Terms and Conditions without the prior consent of the Procurement Division.

Recommend approval to reject DS Services of America, Inc. for not bidding on all the required line items, for altering two line items, and for adding their company's own Terms and Conditions without the prior consent of the Procurement Division.

The Procurement Division will rebid at a later date.

Attachments: Recommendation Memo, Rejection Letters, Bid Tabulation, Terms & Conditions, Specifications, Vendors' Bid Submittals

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

CONCURRENCE BY: **Dustin Freeman, Manager of Purchasing Services, Asst.**

(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 _____

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

TO: Gregory Pease, Chief, Procurement Division

FROM: David Klages, Purchasing Analyst DK

DATE: April 22, 2019

SUBJECT: SC-0391-19 Bottled Water and Cooler Rental Services

The Procurement Division requests approval to reject DS Services of America, Inc. for being nonresponsive; specifically for not bidding on all sixteen (16) required line items (specifically line items 4, 9, and 12), for altering line items 10 and 11, and for adding their company's own Terms and Conditions without the prior consent of the Procurement Division.

The Procurement Division also requests approval to reject Nestle Waters North America, Inc. for being nonresponsive; specifically for altering the solicitation's General Conditions, Supplemental Conditions, Terms and Conditions, Insurance and Indemnification, and Insurance Agent Acknowledgement Form, and for adding their company's own Terms and Conditions without the prior consent of the Procurement Division.

The Procurement Division recommends re-issuing the solicitation.

Thank you for your assistance and consideration in this matter.

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

NOTIFICATION OF RECOMMENDED BID REJECT

DATE: April 22, 2019

VIA EMAIL: sjackson@dsservices.com

ADDRESS:
DS Services of America, Inc.
2300 Windy Ridge Parkway, Suite 500N
Atlanta, GA 30339

BIDDER'S NAME: DS Services of America, Inc.

CONTACT NAME: Randy Lindquist

BID# SC-0391-19 Bottled Water and Cooler Rental Services

DATE OPENED: April 10, 2019

REASON FOR RECOMMENDED AWARD REJECTION: For being nonresponsive; specifically for not bidding on all sixteen (16) required line items (specifically line items 4, 9, and 12), for altering line items 10 and 11, and for adding your company's own Terms and Conditions without the prior consent of the City of Jacksonville Procurement Division.

IF YOU WISH TO PROTEST THE RECOMMENDED REJECTION OF THIS BID, PLEASE RESPOND IN ACCORDANCE WITH THE CITY OF JACKSONVILLE BID PROTEST PROCEDURES. THIS ACTION IS SCHEDULED FOR THE GENERAL GOVERNMENT AWARDS COMMITTEE MEETING ON THURSDAY, **APRIL 24, 2019 AT 1:00 P.M.** DIRECT ALL PROTEST TO THE RESPECTIVE BUYER, FACSIMILE NUMBER (904) 255-8837.

BUYER'S SIGNATURE: _____

DAVID KLAGES

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

NOTIFICATION OF RECOMMENDED BID REJECT

DATE: April 22, 2019

VIA EMAIL: marktierney@waters.nestle.com; abear.snober@waters.nestle.com

ADDRESS:
Nestle Waters North America, Inc.
7035 Davis Creek Road
Jacksonville, FL 32256

BIDDER'S NAME: Nestle Waters North America, Inc.

CONTACT NAME: Mark Tierney

BID# SC-0391-19 Bottled Water and Cooler Rental Services

DATE OPENED: April 10, 2019

REASON FOR RECOMMENDED AWARD REJECTION: For being nonresponsive; specifically for altering the solicitation's General Conditions, Supplemental Conditions, Terms and Conditions, Insurance and Indemnification, and Insurance Agent Acknowledgement Form, and for adding your company's own Terms and Conditions without the prior consent of the City of Jacksonville Procurement Division.

IF YOU WISH TO PROTEST THE RECOMMENDED REJECTION OF THIS BID, PLEASE RESPOND IN ACCORDANCE WITH THE CITY OF JACKSONVILLE BID PROTEST PROCEDURES. THIS ACTION IS SCHEDULED FOR THE GENERAL GOVERNMENT AWARDS COMMITTEE MEETING ON THURSDAY, **APRIL 24, 2019 AT 1:00 P.M.** DIRECT ALL PROTEST TO THE RESPECTIVE BUYER, FACSIMILE NUMBER (904) 255-8837.

BUYER'S SIGNATURE: _____

DAVID KLAGES

BID TABULATION

TITLE:	CITYWIDE BOTTLED WARTER AND COOLER RENTAL SERVICES						
BID NO:	SC-0391-19						
OPEN DATE:	APRIL 10, 2019						
ANALYST:	DAVID KLAGES						
NO. INVITED:	(7) No. Received: (2) Other: ( )			DS SERVICES OF AMERICA, INC.		NESTLE WATERS NORTH AMERICA, INC.	
RECORDED BY:							
Item #	**Description**	**Est. Annual Quantity**	**Unit**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
1	WATER, DRINKING, 5 GALLON BOTTLE	16,000	EA	$4.25	$68,000.00	$4.48	$71,680.00
2	WATER, SPRING, 5 GALLON BOTTLE	4,000	EA	$4.75	$19,000.00	$4.48	$17,920.00
3	WATER, DISTILLED, 5 GALLON BOTTLE	250	EA	$5.00	$1,250.00	$4.48	$1,120.00
4	WATER, SPRING, 24 OZ. BOTTLE W/SPORT CAP, 24 BOTTLES PER CASE	10	CS	No Bid	No Bid	$9.17	$91.70
5	WATER, SPRING, 8 OZ. BOTTLE, 24 BOTTLES PER CASE	15	CS	$4.99	$74.85	$9.99	$149.85
6	WATER, SPRING, 16.9 OZ. BOTTLE, 24 BOTTLES PER CASE	2,500	CS	$4.99	$12,475.00	$5.60	$14,000.00
7	WATER, SPRING, 1 GALLON BOTTLE, 6 BOTTLES PER CASE	10	CS	$6.99	$69.90	$7.13	$71.30
8	WATER, DISTILLED, 1 GALLON BOTTLE, 6 BOTTLES PER CASE	80	CS	$6.99	$559.20	$7.13	$570.40
9	WATER, SPRING, 2.5 GALLON BOTTLE W/SPOUT, 2 BOTTLES PER CASE	10	CS	No Bid	No Bid	$10.70	$107.00
10	CUP, PAPER, CONE, 4.25 OZ., FOR COLD WATER, 200 PER SLEEVE	250	SLEEVE	$3.50	$875.00	$3.36	$840.00
11	CUP: DOUBLE POLY, 9 OZ., FOR COLD WATER, 50 PER SLEEVE	250	SLEEVE	$2.99	$747.50	$3.36	$840.00
Item #	**Description**	**Est. Annual Quantity**	**Unit**	**Monthly Rental Price**	**Annual Total (Monthly Rental x 12)**	**Monthly Rental Price**	**Annual Total (Monthly Rental x 12)**
12	RENTAL: WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, COLD ONLY	325	EA	No Bid	No Bid	$1.28	$4,992.00
13	RENTAL, WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, COLD/TEMP	400	EA	$1.99	$9,552.00	$1.28	$6,144.00
14	RENTAL: WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, HOT/COLD	75	EA	$1.99	$1,791.00	$1.28	$1,152.00
15	RENTAL: WATER DISPENSING UNIT WITH FILTRATION SYSTEM, COLD/TEMP	20	EA	$24.99	$5,997.60	$24.47	$5,872.80
16	RENTAL: WATER DISPENSING UNIT WITH FILTRATION SYSTEM, HOT/COLD	60	EA	$24.99	$17,992.80	$24.47	$17,618.40
			GRAND TOTAL (ITEMS 1 - 16):	N/A due to "No Bid" items.		$143,169.45	
Item #	**Description**	**Est. Annual Quantity**	**Unit**	**Monthly Rental Price**	**Annual Total (Monthly Rental x 12)**	**Monthly Rental Price**	**Annual Total (Monthly Rental x 12)**
A1	ALTERNATE ITEM - REFRIGERATOR RENTAL ONLY	17	EA	$5.00	$1,020.00	No Bid	No Bid
			TERMS:	Net 30 Days (no discount)		Net 30 Days (no discount)	
			DELIVERY:	5 Business Days		3 Business Days	
			CONFLICT OF INTEREST:	Yes		Yes	
			ADDENDUM 1:	Yes		Yes	

NOTE:

DS Services of America, Inc. is non-responsive for failing to bid on all the required line items (Items 1 - 16) and for adding their company's own Terms and Conditions without the prior consent of the Procurement Division.

Nestle Waters North America, Inc. is non-responsive for altering the bid documents and for adding their company's own Terms and Conditions without the prior consent of the Procurement Division.

TERMS AND CONDITIONS

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

1. 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.

2. AWARD

Award will be **ALL OR NONE** for **Line Items 1 – 16** to the lowest responsive, responsible bidder(s). Bidders must bid on **all** items in Line Items 1 – 16 to be considered for award.

Bidders may elect **not** to bid on **Alternate Item A1 Refrigerator Rental Only** if they so desire.

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

3. TERM OF AGREEMENT

The term of this agreement will be one year from April 16, 2019, 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 condition set forth in the bid documents.

4. EMERGENCY STAND-BY 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 vendor 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 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.

5. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements: failure to submit any of these requirements may be grounds for rejection:

a. Contractor shall provide proof of applicable local business license.

6. 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).

7. 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, or 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.

8. 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, and the vendor must be prepared to provide at least one (1) delivery per week, per dispenser location. The City of Jacksonville reserves the right to order more than once per week or on an as needed basis, depending upon the needs of each dispenser location. The City of Jacksonville reserves the right to add or subtract delivery locations as needed during the contract period. Upon request, storage racks and cup dispensers shall be provided at NO CHARGE to the City. **NO deliveries shall be made without prior authorization via Purchase Order.**

Delivery of refrigerators, if applicable, will be made to various City of Jacksonville locations (see attached list) and will include installation of the refrigerator to include unboxing, plugging refrigerator into electrical outlet, hooking up waterline for ice maker, if applicable, and removing box and all other packaging. All documentation (owner's manual, etc.) shall be left on site.

9. ESCALATION/DE-ESCALATION

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

10. PRICES

All unit prices shall include freight, delivery, and handling charges to the delivery location when needed.

11. 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 48 hours of notification at no charge to the City or its agencies.

12. 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.

13. 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.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City 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

1. **SPECIFICATIONS**

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

All discrepancies or questions in regards to the Specifications or Bid Proposal Form MUST be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net. The deadline for questions is April 1, 2019.

Delivery of the items will be made to numerous City locations within the Jacksonville/Duval County Area. A current list of possible City delivery locations is enclosed. The list is not inclusive of all locations, therefore the City reserves the right to add to or remove delivery locations as needed during the contract period.

2. **ALTERNATE ITEM**

The monthly rental of seventeen (17) refrigerators.

The awarded vendor shall be responsible for the repair or replacement of non-functioning refrigerators throughout the course of the contract if **ALTERNATE ITEM A1 REFRIGERATOR RENTAL ONLY** is made part of the award.

Refrigerator specifications shall meet or exceed, as a minimum, the following:

- Size: 3.6 Cu. Ft.
- Freezer unit included
- Temperature control
- Color – white or black

The locations of the seventeen refrigerators are as follows:

- 231 E. Forsythe Street, Jacksonville, FL 32202 (4)
- 541 Water Street, Jacksonville, FL 32202 (1)
- 200 E. Adams Street, Jacksonville, FL 32202 (1)
- 501 W. Adams Street, Jacksonville, FL 32202 (11)

BID FORM

City of Jacksonville
Procurement Division

DATE:

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION	
COMPANY NAME AND ADDRESS: DS Services of America, Inc. 2300 Windy Ridge Pkwy Ste 500N Atlanta, GA 30339 FID/SSN # 20-5743877	**SUBMIT BID IN DUPLICATE** Bid to be submitted before 2:00 P.M. in Suite #105, 214 N. Hogan St. This bid will open on APRIL 10, 2019 at 2:00 P.M. Ed Ball Building, Suite #110, 214 N. Hogan St., Jacksonville, FL Responses to bid must be in ink or typewritten. **PURCHASING ANALYST:** David Klages **EMAIL:** dklages@coj.net
BID SECURITY REQUIREMENTS: None Required	**TERM OF CONTRACT:** The term of this agreement is one year from April 16, 2019, with two (2), one (1) year renewal options.
SAMPLE REQUIREMENTS: None Required	**PERFORMANCE BOND:** None Required
QUANTITIES: Quantities indicated reflect the approximate quantities to be purchased throughout the contract period, and are subject to fluctuations in accordance with actual requirements.	**FOR TECHNICAL INQUIRIES, CONTACT:** David Klages dklages@coj.net Monday, April 1, 2019 @ 4:00 p.m., is the Deadline for submitting any question(s) in writing to the Purchasing Analyst.

Action Procurement Division

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

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

Terms of Payment: Net or N/A% discount 30 days
(discounts offered for payment periods of less than 30 days will not be considered in recommendation of award)

Bidders Certification	MATERIAL IS F.O.B. Delivery will be made in no less than 5 business days from receipt of Purchase Order.
We have received addenda 1 through 1	Handwritten Signature of Authorized Officer of Firm — Date Randy Lindquist, SVP FP&A — 678-486-3503 — 678-460-3665 Print Individual's Name & Title — Phone Number — Fax Number Email Address sjackson@dsservices.com

SC-0391-19

BID PROPOSAL FORM

REVISED PER ADDENDUM 1

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE					
Item #	Description	Est. Annual Qty.	Unit	Unit Price	Extended Price
1	WATER, DRINKING, 5 GALLON BOTTLE	16000	EA	4.25	68,000
2	WATER, SPRING, 5 GALLON BOTTLE	4000	EA	4.75	19,000.00
3	WATER, DISTILLED, 5 GALLON BOTTLE	250	EA	5.00	1,250.00
4	WATER, SPRING, 24 OZ. BOTTLE W/SPORT CAP, 24 BOTTLES PER CASE	10	CS	no bid	no bid
5	WATER, SPRING, 8 OZ. BOTTLE, 24 BOTTLES PER CASE	15	CS	4.99	74.85
6	WATER, SPRING, 16.9 OZ. BOTTLE, 24 BOTTLES PER CASE	2500	CS	4.99	12,475.00
7	WATER, SPRING, 1 GALLON BOTTLE, 6 BOTTLES PER CASE	10	CS	6.99	69.90
8	WATER, DISTILLED, 1 GALLON BOTTLE, 6 BOTTLES PER CASE	80	CS	6.99	559.20
9	WATER, SPRING, 2.5 GALLON BOTTLE W/SPOUT, 2 BOTTLES PER CASE	10	CS	no bid	no bid
10	CUP, PAPER, CONE, ~~4.75~~ 3 OZ., FOR COLD WATER, 200 PER SLEEVE	250	SLEEVE	3.50	875.00
11	CUP: DOUBLE POLY, ~~9~~ 7 plastic OZ., FOR COLD WATER, 50 PER SLEEVE	250	SLEEVE	2.99	747.50

Vendor Name: DJ Services of America, Inc

BID PROPOSAL FORM

REVISED PER ADDENDUM 1

Item #	Description	Est. Annual Qty.	Unit	Monthly Rental Price	Annual Total (Monthly Rental x 12)
12	RENTAL: WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, COLD ONLY we don't have cold only	325	EA	no bid	no bid
13	RENTAL, WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, COLD/TEMP	400	EA	1.99	9,552.00
14	RENTAL: WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, HOT/COLD	75	EA	1.99	1,791.00
15	RENTAL: WATER DISPENSING UNIT WITH FILTRATION SYSTEM, COLD/TEMP	20	EA	24.99	5,997.60
16	RENTAL: WATER DISPENSING UNIT WITH FILTRATION SYSTEM, HOT/COLD	60	EA	24.99	17,992.80
				GRAND TOTAL (Items 1-16):	
Item #	**Alternate Item**	**Est. Annual Qty.**	**Unit**	**Monthly Rental Price**	**Annual Total (Monthly Rental x 12)**
A1	REFRIGERATOR RENTAL ONLY	17	EA	5.00	1,020.00

The City of Jacksonville reserves the right to award this solicitation in a manner that is most advantageous to the City; therefore, the City, at its discretion, <u>may or may not</u> elect to award this solicitation with the rental of refrigerators.

Vendor Name: DS Services of America, Inc.

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name: DS Services of America, Inc.

Name of Official (type or print): Randy Lindquist

Business Address: 2300 Windy Ridge Pkwy Ste 500N

City, State, Zip Code: Atlanta, GA 30339

SECTION II

I hereby certify that the following named City officials(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

GB Form 105 (revised 1/2013)

INSURANCE AGENT ACKNOWLEDGMENT FORM

Bid No. SC-0391-19

Bidder must have their insurance agent execute the below statement. Failure to execute this statement may result in rejection of this bid proposal.

As the GL insurance agent for DS Services of America, Inc,

I have read the ~~Indemnification and~~ Insurance Requirements relating to the above referenced bid and do certify that I can provide evidence of all required coverages, limits and additional provisions as stated in those documents, including the changes incorporated

Christine Joyce
Agent's Signature

Allianz Global Risks US Ins Co.
Insurance Company Name

Christine Joyce
Agent's Name (Type or Print)

Agent's License Number (Type or Print)

INSURANCE AGENT ACKNOWLEDGMENT FORM

Bid No. SC-0391-19

Bidder must have their insurance agent execute the below statement. Failure to execute this statement may result in rejection of this bid proposal.

As insurance agent for DS Services' Workers' Compensation and Auto Liability only,

I have read the Indemnification and Insurance Requirements relating to the above referenced bid and do certify that I can provide evidence of all required coverages, limits and additional provisions as stated in those documents.

Agent's Signature	Safety National Insurance Company Name
R. Edward Fink Agent's Name (Type or Print)	2871625 Agent's License Number (Type or Print)

CITY OF JACKSONVILLE
PROCUREMENT DIVISION
Ed Ball Building, 8th Floor
214 N. Hogan Street
Jacksonville, Florida 32202

ADDENDUM NO	**ONE (1)**
BID NUMBER	**SC-0391-19**
TITLE OF BID	**CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE**
OPENING TIME AND DATE	**APRIL 10, 2019 @ 2:00 P.M.**

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT.

PURPOSE OF THIS ADDENDUM IS TO RESPOND TO QUESTION RECEIVED VIA EMAIL:

1. **CLARIFICATION:**
   The Bid Proposal Form, attached to this addendum, has been revised with corrected estimated annual quantities for water dispensing unit (cooler) rentals. Bids **MUST** be submitted on the revised Bid Proposal Form in order to be considered for award.

DATE March 25, 2019 **BUYER** David Klages

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY ~~WITH BID.~~

Bidder's Signature

Randy Lindquist
Title

DS Services of America, Inc.
Company

4/8/19
Date

END OF ADDENDUM 1
TWO (2) PAGES TO FOLLOW.

SUBMIT ONE (1) *ORIGINAL* AND ONE (1) COPY

ORIGINAL

ONE CITY, ONE JACKSONVILLE.

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

FOR

PROCUREMENT DIVISION

BID NO.: SC-0391-19

OPEN DATE: WEDNESDAY, APRIL 10, 2019

TIME: 2:00 P.M.

PLACE: 1ST FLOOR, ED BALL BUILDING, 214 N. HOGAN ST.,
ROOM #110, JACKSONVILLE, FL 32202

CITY OF JACKSONVILLE
PROCUREMENT DIVISION

PRE-BID CONFERENCE:
DATE: N/A TIME: N/A PLACE: N/A

LENNY CURRY
MAYOR

GREGORY PEASE
CHIEF PROCUREMENT
DIVISION

CONTENTS

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

EQUAL BUSINESS OPPORTUNITY PROGRAM 3

JSEB FORM 1 4

JSEB FORM 2 5

JSEB FORM 3 6

JSEB FORM 4 7

BID FORM 10

GENERAL CONDITIONS 11

SUPPLEMENTAL CONDITIONS 14

CONFLICT OF INTEREST CERTIFICATE 17

INSURANCE AND INDEMNIFICATION 18

TERMS AND CONDITIONS 20

SPECIFICATIONS 23

BID PROPOSAL FORM 24

DELIVERY LOCATIONS 26

INSURANCE AGENT ACKNOWLEDGMENT FORM 37

PROTEST PROCEDURES 41

DISQUALIFIED/PROBATIONARY Vendors List 41

NO BID FORM 42

REQUIRED SUBMITTAL CHECKLIST

X Signed Bid Form
X Bid Proposal Form
X Conflict of Interest
X Insurance Agent Acknowledgment Form
X Requirements Listed in Specifications
X Addendums
___ Warranty Form

EQUAL BUSINESS OPPORTUNITY PROGRAM
Encouragement Plan

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability.

This project has been designated to be under the Equal Business Opportunity Program and has been selected to utilize the following method for achieving JSEB utilization and goals under the Equal Business Opportunity Program: **The Encouragement Plan.**

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the City's Equal Business Opportunity Office for a copy of the JSEB directory or visit our web site at www.JSEB.coj.net.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

N/A

BID # SC-0391-19

JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM

SCHEDULE OF JSEB SUBCONTRACTOR/SUBCONSULTANT

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT _____

***Please list all JSEBs**

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____ Date: _____
Signature of Prime Contractor

Print Name: _____

Attach additional list of subcontractors/sub-consultants as needed.

N/A

JSEB FORM 2
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM

LETTER OF INTENT

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and to be utilized by JSEBs only

_____

(Name of JSEB Supplier/Consultant/Subcontractor)

NAME OF PROJECT _____ BID NO _____

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Scope of Work	*Total Price of work to be performed or materials to be supplied including Sales Tax

_____ _____ _____

Signature of JSEB Supplier/Consultant/ Subcontractor | Title | Date

*Scope of Work and Price are covered under Base Bid only.

Total price must be filled in on this form in order for participation to be considered valid. This form must be used for Letter of Intent.

N/A

BID # SC-0391-19

JSEB FORM 3

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME _____ PROJECT TITLE _____

PROFESSIONAL SERVICES NO _____ - OR - CITY BID NO _____

CURRENT CONTRACT TOTAL AMOUNT $ _____ CITY CONTRACT NO _____

INVOICE INFORMATION

INVOICE NO _____ CURRENT INVOICE $ _____

FOR PERIOD ENDING DATE _____ CUMULATIVE INVOICED $ _____

CONTRACT % COMPLETE

CONTRACT GOAL TRACKING

JSBE/MBE GOAL $: _____ JSEB/MBE GOAL % :

PRIOR MONTH CUMULATIVE JSEB/MBE $ _____

PRIOR MONTH CUMULATIVE NON-JSEB/MBE $ _____

FORMULA FOR CUMULATIVE MONTH %:
CUMULATIVE $ / CUMULATIVE $ INVOICED

CUMULATIVE JSEB/MBE $ _____ CUMULATIVE JSEB/MBE % _____

CUMULATIVE NON-JSEB $ _____ CUMULATIVE NON-JSEB % _____

JSEB/MBE SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	SDBE TYPE [1]	TYPE OF WORK [2]	$ THIS PAYMENT
Use Sheet 2 if additional lines are needed				TOTAL	

NON-JSEB SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE		TYPE OF WORK	$ THIS PAYMENT
Use Sheet 3 if additional lines are needed.				TOTAL	

MBE (Minority Business Enterprise)/JSEB (Jacksonville Small Emerging Business) TYPES: AA: African- American, WBE: Woman, HA Hispanic-American, AS Asian-American, NA Native-American, JSBE: Jacksonville Small Emerging Business TYPE OF WORK Examples Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support

FOR CITY OF JACKSONVILLE USE ONLY

DATE PROCESSED	DOCUMENT NO.	INDEX CODE - SUBOBJECT - PROJECT NO. - DETAIL	$ THIS PAYMENT

Notes
1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT
2. Contractor shall attach to this form a typewritten explanation of any differences in JSEB/MBE participation from original contract commitment

N/A

JSEB FORM 4
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM
JSEB GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by the apparent low bidder in soliciting JSEB firms to meet the JSEB project goal. Please note that the project goal will not be waived and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified JSEB, the apparent low bidder must submit the form as follows:
1 available JSEB – must contact 1 JSEB
2-5 available JSEB – must contact 3 JSEBs minimum
6-7 available JSEBs – must contact 4 JSEBs minimum
8-9 available JSEBs – must contact 5 JSEBs minimum
10 or more available JSEBs – must contact 6 JSEBs minimum

All information submitted on this form is subject to audit by the JSEB Office

Date Submitted: _____ Bid Number:_____ Agency:_____

Contractor Name:_____ Company Address:_____

City_____ State:_____ Zip code: _____ Phone:_____

Goal Percentage: _____ Commitment Percentage:_____ Unattained Percentage:_____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Bidder/Authorized Representative Signature: _____

Representative Title:_____ Date:_____

Witness:_____ Date: _____

N/A

JSEB Form 4 (Cont.)

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM

GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or	JSEB Firm Name		
Contact Name (First and Last)	**Contact Date**	**Contact Method**	**Contact Results**	**Bid Amount**
1.				
2.				
3.				
Comments:				

Work Type Number	Description of Work, Service or Materia	JSEB Firm Name		
Contact Name (First and Last)	**Contact Date**	**Contact Method**	**Contact Results**	**Bid Amount**
1.				
2.				
3.				
Comments:				

Work Type Number	Description of Work, Service or	JSEB Firm Name		
Contact Name (First and Last)	**Contact Date**	**Contact Method**	**Contact Results**	**Bid Amount**
1.				
2.				
3.				
Comments:				

JSEB Form 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM

GOOD FAITH EFFORT DOCUMENTATION

GOOD FAITH EFFORTS

Proposers who fail to meet the stated JSEB participation goals set forth in Section "J" are required to submit with their proposal all efforts that would demonstrate a "Good Faith Effort" in the solicitation of subcontractors to meet the JSEB participation goals on this project.

The following categories, without limitations, may be utilized in considering Good Faith Efforts as outlined in Chapter 126, Jacksonville Ordinance code:

(1) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;

(2) The description of work for which a quote was requested;

(3) The amount of the quote given, if one was obtained;

(4) The list of divisions of work not subcontracted and an explanation why not; and

(5) Subcontractor information as requested by forms developed by the Department.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and will compare the same with the performance of other proposers' attempts to meet the participation goals defined herein.

SOLICITATION EFFORTS - should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow JSEB firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

ADDITIONAL EFFORTS - Utilizing the services offered by the City of Jacksonville Small and Emerging Business Office for assistance with recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

GENERAL CONDITIONS

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION.

3. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked **"Sample for the Procurement Division"** and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in facts who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

GENERAL CONDITIONS

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 – 14.

16. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

17. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

18. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

19. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A€ of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

20. LICENSES REQUIREMENT: Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

21. ELECTRONIC PAYMENTS: Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

GENERAL CONDITIONS

22. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

(a). Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

(b). Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

(c). Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

(d). Has been engaged in business operations in Cuba or Syria.

23. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by City to perform the services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

SUPPLEMENTAL CONDITIONS

1. **SUBMISSION OF BIDS:**
All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

Submit bids to:
City of Jacksonville
Procurement Division
214 N. Hogan Street, Suite 105
Jacksonville, Florida 32202

Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

LATE BIDS ARE NOT CONSIDERED.

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Please use the green label enclosed when submitting your bid, be sure to write the bid number and the open date on the label. If you downloaded the bid package you will not have a green label. Please write your bid number and open date on the outside of the sealed envelope. Failure to do so may result in your bid being returned unopened.

2. **BID/SURETY REQUIREMENTS:**
All Bids that may require a bid security or surety in the form of a certified check, cashier's check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashier's checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

3. **BID OPENING AND TABULATION:**
Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer.
BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE.

4. **PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:**

a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

SUPPLEMENTAL CONDITIONS

b. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE) – Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

c. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

5. **PUBLIC ENTITY CRIME INFORMATION:**
A person or affiliate who has been placed on the State Of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

6. **AUDIT PROVISION:**
A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

7. **W-9 REQUIREMENT:**
All bidders are encouraged to submit with their bid submission a revised W-9 if any company information has changed within the last six (6) months. It is the vendor's responsibility to ensure that the City has a current W-9 on file and as listed in the JAXPRO system.

SUPPLEMENTAL CONDITIONS

8. SOLICITATION SILENCE POLICY:

The City of Jacksonville's Procurement Division has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are allowed at all times.

Prohibitions

Any oral communication regarding a particular solicitation is prohibited between a potential vendor, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.

Exceptions to the Solicitation Silence Policy

Unless specifically provided in the applicable solicitation document the Solicitation Silence Policy does not apply to the following:

- communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document
- communications between a potential vendor, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures
- communications with the Office of General Counsel and his/her staff
- emergency procurements of goods and services pursuant to Chapter 126.102(e)
- oral communications at pre-bid conferences
- oral presentations before publicly noticed committee meetings
- contract negotiations during any duly noticed public meeting
- duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation
- communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document

Commencement and Termination of the Solicitation Silence Period

The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

Written Communication during the Solicitation Silence Period

When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of letter, email or facsimile.

If Not an Exception

If an oral inquiry call for an answer or response that is not within the scope of the exception, kindly request that the question be presented in writing to the Chief of the Procurement Division or his/her staff and that a response will, in turn, be given.

INSURANCE AND INDEMNIFICATION

1.00 INDEMNIFICATION:

1.01 The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

1.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

2.00 INSURANCE:

2.01 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

2.02 Without limiting its liability under the Contract Agreement, the Contractor and its sub-contractors shall procure and maintain at its expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

SCHEDULE	LIMITS
Workers Compensation	Florida Statutory Coverage
& Employer's Liability	$100,000 Each Accident
	$500,000 Disease/Policy Limit
	$100,000 Each Employee/Disease
Commercial General Liability	$2,000,000 Per Occurrence
	$2,000,000 General Aggregate
Including Premises – Operations	$2,000,000 Products & Completed Ops Aggregate
Products Completed Operations	$1,000,000 Personal/Advertising Injury
Blanket Contractual Liability	$100,000 Fire Damage
Blanket, X, C, U Hazards	$5,000 Medical Expense
Independent Contractors	
Watercraft, Marine	
Automobile Liability	$1,000,000 Combined Single Limit
All autos – owned, hired & non-owned	

(Automobile liability is required when services provided involve automobile use, including the delivery of goods.)

Professional Services Contracts require Professional Liability coverage at a minimum limit of $1,000,000. (Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this contract agreement and continuation of the insurance for claim reporting purposes for a minimum of two years beyond the expiration date of this contract agreement.

2.03 Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A X or better.

2.04 Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City.

2.05 The City of Jacksonville and or it's using agencies as identified in the contract documents shall be named as an additional insured under the Commercial General Liability Insurance.

2.06 Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.

2.07 Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the consultant shall relieve the consultant or its sub-consultants from responsibility to provide insurance as required by the contract.

2.08 In the event any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

2.10 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverage in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.

TERMS AND CONDITIONS

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

1. 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.

2. AWARD

Award will be **ALL OR NONE** for **Line Items 1 – 16** to the lowest responsive, responsible bidder(s). Bidders must bid on **all** items in Line Items 1 – 16 to be considered for award.

Bidders may elect **not** to bid on **Alternate Item A1 Refrigerator Rental Only** if they so desire.

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

3. TERM OF AGREEMENT

The term of this agreement will be one year from April 16, 2019, 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 condition set forth in the bid documents.

4. EMERGENCY STAND-BY 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 vendor 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 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.

5. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

a. Contractor shall provide proof of applicable local business license.

6. 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).

7. 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, or 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.

8. 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, and the vendor must be prepared to provide at least one (1) delivery per week, per dispenser location. The City of Jacksonville reserves the right to order more than once per week or on an as needed basis, depending upon the needs of each dispenser location. The City of Jacksonville reserves the right to add or subtract delivery locations as needed during the contract period. Upon request, storage racks and cup dispensers shall be provided at NO CHARGE to the City. **NO deliveries shall be made without prior authorization via Purchase Order.**

Delivery of refrigerators, if applicable, will be made to various City of Jacksonville locations (see attached list) and will include installation of the refrigerator to include unboxing, plugging refrigerator into electrical outlet, hooking up waterline for ice maker, if applicable, and removing box and all other packaging. All documentation (owner's manual, etc.) shall be left on site.

9. ESCALATION/DE-ESCALATION

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

10. PRICES

All unit prices shall include freight, delivery, and handling charges to the delivery location when needed.

11. 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 48 hours of notification at no charge to the City or its agencies.

12. 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.

13. 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.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City 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

1. **SPECIFICATIONS**

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

All discrepancies or questions in regards to the Specifications or Bid Proposal Form MUST be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net. The deadline for questions is April 1, 2019.

Delivery of the items will be made to numerous City locations within the Jacksonville/Duval County Area. A current list of possible City delivery locations is enclosed. The list is not inclusive of all locations, therefore the City reserves the right to add to or remove delivery locations as needed during the contract period.

2. **ALTERNATE ITEM**

The monthly rental of seventeen (17) refrigerators.

The awarded vendor shall be responsible for the repair or replacement of non-functioning refrigerators throughout the course of the contract if **ALTERNATE ITEM A1 REFRIGERATOR RENTAL ONLY** is made part of the award.

Refrigerator specifications shall meet or exceed, as a minimum, the following:

- Size: 3.6 Cu. Ft.
- Freezer unit included
- Temperature control
- Color – white or black

The locations of the seventeen refrigerators are as follows:

- 231 E. Forsythe Street, Jacksonville, FL 32202 (4)
- 541 Water Street, Jacksonville, FL 32202 (1)
- 200 E. Adams Street, Jacksonville, FL 32202 (1)
- 501 W. Adams Street, Jacksonville, FL 32202 (11)

* See addendum #1

BID PROPOSAL FORM

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE					
Item #	Description	Est. Annual Qty.	Unit	Unit Price	Extended Price
1	WATER, DRINKING, 5 GALLON BOTTLE	16000	EA		
2	WATER, SPRING, 5 GALLON BOTTLE	4000	EA		
3	WATER, DISTILLED, 5 GALLON BOTTLE	250	EA		
4	WATER, SPRING, 24 OZ. BOTTLE W/SPORT CAP, 24 BOTTLES PER CASE	10	CS		
5	WATER, SPRING, 8 OZ. BOTTLE, 24 BOTTLES PER CASE	15	CS		
6	WATER, SPRING, 16.9 OZ. BOTTLE, 24 BOTTLES PER CASE	2500	CS		
7	WATER, SPRING, 1 GALLON BOTTLE, 6 BOTTLES PER CASE	10	CS		
8	WATER, DISTILLED, 1 GALLON BOTTLE, 6 BOTTLES PER CASE	80	CS		
9	WATER, SPRING, 2.5 GALLON BOTTLE W/SPOUT, 2 BOTTLES PER CASE	10	CS		
10	CUP, PAPER, CONE, 4.25 OZ., FOR COLD WATER, 200 PER SLEEVE	250	SLEEVE		
11	CUP: DOUBLE POLY, 9 OZ., FOR COLD WATER, 50 PER SLEEVE	250	SLEEVE		

* See addendum #1

BID PROPOSAL FORM

Item #	Description	Est. Annual Qty.	Unit	Monthly Rental Price	Annual Total (Monthly Rental x 12)
12	RENTAL: WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, COLD ONLY	325	EA		
13	RENTAL, WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, COLD/TEMP	400	EA		
14	RENTAL: WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, HOT/COLD	3575	EA		
15	RENTAL: WATER DISPENSING UNIT WITH FILTRATION SYSTEM, COLD/TEMP	20	EA		
16	RENTAL: WATER DISPENSING UNIT WITH FILTRATION SYSTEM, HOT/COLD	560	EA		
				GRAND TOTAL (Items 1-16):	
Item #	**Alternate Item**	**Est. Annual Qty.**	**Unit**	**Monthly Rental Price**	**Annual Total (Monthly Rental x 12)**
A1	REFRIGERATOR RENTAL ONLY	17	EA		

The City of Jacksonville reserves the right to award this solicitation in a manner that is most advantageous to the City; therefore, the City, at its discretion, <u>may or may not</u> elect to award this solicitation with the rental of refrigerators.

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
6887	103rd Street		Jacksonville	FL	32210	Public Library - Webb Wesconnett
396	1st Avenue		Jacksonville Beach	FL	32250	Rescue Unit #71
9735	1st Federal Drive		Jacksonville	FL	32225	Fire Station #30
600	3rd Street		Neptune Beach	FL	32266	Public Library - Beaches
300	A. Philip Randolph Boulevard		Jacksonville	FL	32202	Jacksonville Veterans Memorial Arena
301	A. Philip Randolph Boulevard		Jacksonville	FL	32202	Baseball Grounds
1095	A. Philip Randolph Boulevard		Jacksonville	FL	32206	Jacksonville Children's Commission
1095-1	A. Philip Randolph Boulevard		Jacksonville	FL	32206	The Brewer Early Learning Center
13364	Aeronautical Circle		Jacksonville	FL	32224	Fire Station #56
9501	Arlington Expressway	Suite 445	Jacksonville	FL	32225	Zone 2 Sub-Station
1809	Art Museum Drive	Suite 100	Jacksonville	FL	32207	Social Services Division
1411	Atlantic Boulevard		Jacksonville	FL	32207	Fire Station #13
1505	Atlantic Boulevard		Neptune Beach	FL	32266	Tax Collector - Beach Branch
1543	Atlantic Boulevard		Jacksonville	FL	32207	
3408	Atlantic Boulevard		Jacksonville	FL	32207	Fire Station #12
12220-102	Atlantic Boulevard		Jacksonville	FL	32225	Tax Collector - Kernan Branch
2400	Barnstormer Road		Jacksonville	FL	32218	Fire Station #16
14279	Bartram Park Boulevard		Jacksonville	FL	32258	Fire Station #62
13295	Beach Boulevard		Jacksonville	FL	32246	Public Library - Pablo Creek
11785	Beaver Street		Jacksonville	FL	32220	Fire Station #57
4051-1	Belfort Road		Jacksonville	FL	32216	Rescue Unit #28
3726	Blanding Boulevard		Jacksonville	FL	32210	Zone 4 Sub-Station
3520-1	Blanding Boulevard		Jacksonville	FL	32210	Tax Collector - Cedar Hills Branch
9687	Blount Island Drive		Jacksonville	FL	32226	Fire Station #48
6943	Buffalo Avenue		Jacksonville	FL	32208	Charlie Joseph Senior Center
600	Calhoun Street	Room 265	Jacksonville	FL	32399	Guardain Ad Litem Program
4715	Capper Road		Jacksonville	FL	32218	Police Academy
451	Catherine Street		Jacksonville	FL	32202	Correctional Transistion Center
1425	Chaffee Road		Jacksonville	FL	32221	Public Library - West Regional
6130	Collins Road		Jacksonville	FL	32244	Fire Station #52
2581	Commonwealth Avenue		Jacksonville	FL	32254	Public Bldgs-Fleet Mgmt
2675	Commonwealth Avenue		Jacksonville	FL	32254	Solid Waste - Household Hazardous Waste Facility
2809	Commonwealth Avenue		Jacksonville	FL	32254	Public Library - Westbrook
6672	Commonwealth Avenue		Jacksonville	FL	32254	Tax Collector - Commonwealth Branch

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
2119	Davis Street		Jacksonville	FL	32209	Rescue Unit #4
10599	Deerwood Park Boulevard		Jacksonville	FL	32256	Public Library - Southeast
2948	Delor Drive		Jacksonville	FL	32223	Fire Station #42
2436	Division Street		Jacksonville	FL	32209	Fire Station #7
936	Dunn Avenue		Jacksonvile	FL	32218	Zone 6 Sub-Station
1826	Dunn Avenue		Jacksonville	FL	32218	Public Library - Highlands
150	E. 1st Street		Jacksonville	FL	32206	Mary L. Singleton Senior Center
200	E. Adams Street		Jacksonville	FL	32202	Parking Garage
500	E. Adams Street	Lower Level	Jacksonville	FL	32202	Pre-Trial Detention
500	E. Adams Street		Jacksonville	FL	32202	Health Services
1010	E. Adams Street		Jacksonville	FL	32202	Parking Facilities and Enforcement Division - Parking Enforcement
200	E. Bay Street	2nd Floor	Jacksonville	FL	32202	Guardian Ad Litem Program
220	E. Bay Street	3rd Floor	Jacksonville	FL	32202	State Attorney's Office - Computer Division
220	E. Bay Street		Jacksonville	FL	32202	City Hall Annex
501	E. Bay Street		Jacksonville	FL	32202	Police Memorial Building
501	E. Bay Street		Jacksonville	FL	32202	Budget & Management
501	E. Bay Street		Jacsonville	FL	32202	Central Records
501	E. Bay Street		Jacksonville	FL	32202	Communications
501	E. Bay Street		Jacksonville	FL	32202	Continuous Improvement
501	E. Bay Street		Jacksonville	FL	32202	Court Security
501	E. Bay Street		Jacksonville	FL	32202	Crimes Against Persons
501	E. Bay Street		Jacksonville	FL	32202	Crimes Against Property
501	E. Bay Street		Jacksonville	FL	32202	Grants
501	E. Bay Street		Jacksonville	FL	32202	Logistics - General Support
501	E. Bay Street		Jacksonville	FL	32202	Patrol Administration
501	E. Bay Street		Jacksonville	FL	32202	Personnel
501	E. Bay Street		Jacksonville	FL	32202	Professional Standards
501	E. Bay Street		Jacksonville	FL	32202	Special Events
501	E. Bay Street		Jacksonville	FL	32202	911 Adminstration
501	E. Bay Street		Jacksonville	FL	32202	Community Affairs
501	E. Bay Street		Jacksonville	FL	32202	Info. Tech. Mgt.
501	E. Bay Street		Jacksonville	FL	32202	Police Supply
501	E. Bay Street		Jacksonville	FL	32202	Sheriff Administration
501	E. Bay Street		Jacksonville	FL	32202	Violent Crimes Reduction

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
501	E. Bay Street		Jacksonville	FL	32202	JSO - TRUST FUND
501	E. Bay Street		Jacksonville	FL	32202	Police Services
128	E. Forsyth Street		Jacksonville	FL	32202	Florida Theatre
231	E. Forsyth Street	Suite 150	Jacksonville	FL	32202	Yates Building
231	E. Forsyth Street	Suite 270	Jacksonville	FL	32202	Property Appraiser
231	E. Forsyth Street	Suite 410	Jacksonville	FL	32202	Construction Trades Qualifying Board
231	E. Forsyth Street	Suite 420	Jacksonville	FL	32202	Civil Service Board
231	E. Forsyth Street	Suite 424	Jacksonville	FL	32202	Parking Facilities & Enforcement Division
231	E. Forsyth Street	Suite 470	Jacksonville	FL	32202	Inspector General
231	E. Forsyth Street	Yates Building, Room 170	Jacksonville	FL	32202	Tax Collector - Mailroom
231	E. Forsyth Street	Yates Building, Room 200	Jacksonville	FL	32202	Tax Collector - Main Office
105	E. Monroe Street		Jaccksonville	FL	32202	Supervisor of Elections
1321	Eastport Road		Jacksonville	FL	32218	Clean It Up, Green It Up
1321	Eastport Road		Jacksonville	FL	32218	Mosquito Control Division
918	Edgewood Avenue South		Jacksonville	FL	32205	Public Library - Murray Hill
16519	Ethel Road		Jacksonville	FL	32218	Fire Station #47
1	Ever Bank Field Drive		Jacksonville	FL	32202	TIAA Bank Field
2700	Firefighters Memorial Drive		Jacksonville	FL	32246	Training Division
1805	Flag Street		Jacksonville	FL	32209	Louis Dinah Senior Center
2020	Forest Street		Jacksonville	FL	32204	Animal Care & Protective Services
2433	Forest Street		Jacksonville	FL	32202	Fire Station #5
6241	Fort Caroline Road		Jacksonville	FL	32277	Fire Station #27
4110	Franklin Street		Jacksonville	FL	32206	Longbranch Senior Center
1408	Gator Bowl Boulevard		Jacksonville	FL	32202	Fire Station #39
985	Gavagan Road		Jacksonville	FL	32233	Fire Station #41
515	Girvin Road		Jacksonville	FL	32225	Solid Waste - East Landfill
829	Haines Street	Crime Scene Unit	Jacksonville	FL	32206	Public Bldgs - JSO Property Facility
829	Haines Street		Jacksonville	FL	32206	Public Bldgs - JSO Property Facility
909	Haines Street		Jacksonville	FL	32202	Clerk of Courts - Warehouse
1087	Haines Street		Jacksonville	FL	32206	Human Resources/E.A.P.
1087	Haines Street		Jacksonville	FL	32206	JSO Impound (Sheriff Storage)
1390	Harrison Street		Jacksonville	FL	32206	Public Library - Brown Eastside
3848	Hartley Road		Jacksonville	FL	32257	Mandarin Senior Center
9350	Heckscher Drive		Jacksonville	FL	32226	Fire Station #40
10980	Heckscher Drive		Jacksonville	FL	32226	Natural and Marine Resources - Huguenot Park

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
4242	Herschel Street		Jacksonville	FL	32210	Fire Station #14
5110	Highway 301		Baldwin	FL	32234	Solid Waste - Trail Ridge Landfill
5527	Hillman Drive		Jacksonville	FL	32210	Fire Station #31
9200	Hogan Road		Jacksonville	FL	32216	Fire Station #28
7120-15	Hogan Road		Jacksonville	FL	32216	Tax Collector - Hogan Branch
1443	Huffingham Lane		Jacksonville	FL	32216	Fire Station #20
710	Huron Street		Jacksonville	FL	32254	Fire Station #17
1	Imeson Park Boulevard	Building 100	Jacksonville	FL	32218	Supervisor of Elections - Election Center
7000	Imeson Road		Jacksonville	FL	32219	Solid Waste - West Mulch Facility
11405	Island Drive		Jacksonville	FL	32226	Solid Waste - North Landfill
55	Jackson Avenue		Jacksonville	FL	32220	Leroy Clemons Senior Center
1112	Jackson Street		Jacksonville	FL	32204	J.S. Johnson Senior Center
2032	Jammes Road		Jacksonville	FL	32210	Fire Station #22
2100	Jefferson Street		Jacksonville	FL	32206	Medical Examiner
1251	Jessie Street		Jacksonville	FL	32206	Fleet Management
1251	Jessie Street		Jacksonville	FL	32202	Parking Facilities and Enforcement Division - Motor Vehicle Inspection
251	Joeandy Road		Jacksonville	FL	32225	Fire Station #58
4220	Jones Road		Jacksonville	FL	32219	Fire Station #53
1767	Kings Road		Jacksonville	FL	32209	Zone 5 Sub-Station
3330	Kori Road		Jacksonville	FL	32257	Public Library - Mandarin
13531	Lake Newman Street		Jacksonville	FL	32215	
13557	Lake Newman Street		Jacksonville	FL	32215	JEDC - Cecil Commerce Center
4727	Lannie Road		Jacksonville	FL	32218	B Wing Hallway
4727	Lannie Road		Jacksonville	FL	32218	B Wing Officer Break Room
4727	Lannie Road		Jacksonville	FL	32218	Clinic
4727	Lannie Road		Jacksonville	FL	32218	C Wing Classroom
4727	Lannie Road		Jacksonville	FL	32218	D Bldg. North Control Room
4727	Lannie Road		Jacksonville	FL	32218	D Bldg. Officer Dining Break Room
4727	Lannie Road		Jacksonville	FL	32218	E Bldg. Control Room
4727	Lannie Road		Jacksonville	FL	32218	Emergency Water Supply
4727	Lannie Road		Jacksonville	FL	32218	F Bldg. Control Room
4727	Lannie Road		Jacksonville	FL	32218	Gun Range
4727	Lannie Road		Jacksonville	FL	32218	Main Office
4727	Lannie Road		Jacksonville	FL	32218	Maintenance Office

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
4727	Lannie Road		Jacksonville	FL	32218	Metal Shop Bldg.
4727	Lannie Road		Jacksonville	FL	32218	Montgomery Correctional Center
4727	Lannie Road		Jacksonville	FL	32218	Security Unit Break Room
4727	Lannie Road		Jacksonville	FL	32218	Warehouse
4727	Lannie Road		Jacksonville	FL	32218	Weight Room Fitness Bldg.
1513	LaSalle Street		Jacksonville	FL	32207	Public Library - San Marco
9247	Lem Turner Road		Jacksonville	FL	32208	Fire Station #24
8140	Lenox Avenue		Jacksonville	FL	32220	Fire Station #32
8875	Liberty Ridge Drive	Building 700 Suite 110 & 210	Jacksonville	FL	32256	Zone 3 Sub-Station
611	Liberty Street		Jacksonville	FL	32202	Fire Station #1
711	Liberty Street	Technical Support Unit	Jacksonville	FL	32202	Technical Support Unit at 711 Liberty
711	Liberty Street		Jacksonville	FL	32202	Homeland Security
711	Liberty Street		Jacksonville	FL	32202	Narcotics - Vice
711	Liberty Street		Jacksonville	FL	32202	Tactical Suppport & Special Units
1083	Line Street		Jacksonville	FL	32209	Westside Senior Center
2926	Lippia Road		Jacksonville	FL	32209	Fire Station #36
5423	Manor Drive		Jacksonville	FL	32210	Fire Station #25
8375	Maxville Road		Jacksonville	FL	32234	Public Library - Maxville
11751	McCormick Road		Jacksonville	FL	32225	Ed Austin Senior Center
13739	McCormick Road		Jacksonville	FL	32225	Fire Station #29
4415	Moncrief Road		Jacksonville	FL	32208	Clanzel Brown Senior Center
4767	Moncrief Road		Jacksonville	FL	32209	Right -of-Way & Stormwater Maintenance Division - North Yard
3504	Myrtle Avenue		Jacksonville	FL	32209	Fire Station #18
10151	N. Busch Drive		Jacksonville	FL	32218	Fire Station #37
829	N. Davis Street		Jacksonville	FL	32202	Ritz Theatre & LaVilla Museum
214	N. Hogan Street	7th Floor	Jacksonville	FL	32202	Adminstrative Services
214	N. Hogan Street	10th Floor	Jacksonville	FL	32202	Engineering Division
214	N. Hogan Street	10th Floor	Jacksonville	FL	32202	Office of Director
214	N. Hogan Street	10th Floor	Jacksonville	FL	32202	Real Estate Division
214	N. Hogan Street	1st Floor	Jacksonville	FL	32202	CITY LINK/630-CITY - Customer Service Center
214	N. Hogan Street	1st Floor	Jacksonville	FL	32202	Flight Blight
214	N. Hogan Street	1st Floor Room 100	Jacksonville	FL	32202	Recreation & Community Programming
214	N. Hogan Street	3rd Floor	Jacksonville	FL	32202	Grants Activties-Housing
214	N. Hogan Street	3rd Floor	Jacksonville	FL	32202	Housing & Community Development Division

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
214	N. Hogan Street	3rd Floor	Jacksonville	FL	32202	HOUSING FINANCE AUTHORITY
214	N. Hogan Street	3rd Floor	Jacksonville	FL	32202	Housing Services Division
214	N. Hogan Street	3rd Floor	Jacksonville	FL	32202	Neighborhoods Services Division
214	N. Hogan Street	3rd Floor	Jacksonville	FL	32202	Recreation & Community Programing
214	N. Hogan Street	4th Floor	Jacksonville	FL	32202	Information Technologies - Computer Room
214	N. Hogan Street	4th Floor	Jacksonville	FL	32202	Office of Director
214	N. Hogan Street	4th Floor	Jacksonville	FL	32202	Recreation & Community Programming
214	N. Hogan Street	5th Floor	Jacksonville	FL	32202	Environmental Quality Division
214	N. Hogan Street	5th Floor	Jacksonville	FL	32202	Office of Director
214	N. Hogan Street	6th Floor	Jacksonville	FL	32202	Information Technologies Telecommunication
214	N. Hogan Street	7th Floor	Jacksonville	FL	32202	Housing & Community Development Division
214	N. Hogan Street	7th Floor	Jacksonville	FL	32202	Housing Finance Authority
214	N. Hogan Street	7th Floor	Jacksonville	FL	32202	Neighborhood Services Division
214	N. Hogan Street	7th Floor	Jacksonville	FL	32202	Office of Director
214	N. Hogan Street	7th Floor	Jacksonville	FL	32202	Municipal Code Compliance
214	N. Hogan Street	8th Floor	Jacksonville	FL	32202	Equal Business Opportunity Office
214	N. Hogan Street	8th Floor	Jacksonville	FL	32202	Grants & Contracts Compliance
214	N. Hogan Street	8th Floor	Jacksonville	FL	32202	JSEB Division
214	N. Hogan Street	8th Floor	Jacksonville	FL	32202	Procurement Division
214	N. Hogan Street	8th Floor	Jacksonville	FL	32202	Office of Ombudsman
214	N. Hogan Street	9th Floor	Jacksonville	FL	32202	Information Technologies Division
214	N. Hogan Street	Room 225	Jacksonville	FL	32202	Building Inspection Division
214	N. Hogan Street	Suite 1001	Jacksonville	FL	32202	Waterfront Management - Perservation
214	N. Hogan Street	Suite 123	Jacksonville	FL	32202	Public Information - Call Center
214	N. Hogan Street	Suite 300	Jacksonville	FL	32202	Addressing
214	N. Hogan Street	Suite 300	Jacksonville	FL	32202	Community Planning Division
214	N. Hogan Street	Suite 300	Jacksonville	FL	32202	Concurrency
214	N. Hogan Street	Suite 300	Jacksonville	FL	32202	Current Planning Division
214	N. Hogan Street	Suite 300	Jacksonville	FL	32202	Office of Director
214	N. Hogan Street	Suite 300	Jacksonville	FL	32202	Zoning Counter
214	N. Hogan Street	Suite 3102	Jacksonville	FL	32202	Office of Director
214	N. Hogan Street	Suite 400	Jacksonville	FL	32202	Grants & Contracts Compliance
214	N. Hogan Street		Jacksonville	FL	32202	Grant Activities
515	N. Julia Street	1st Floor	Jacksonville	FL	32202	Misc. Fire Department
515	N. Julia Street	2nd Floor	Jacksonville	FL	32202	Fire Prevention Division

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
515	N. Julia Street	3rd Floor	Jacksonville	FL	32202	Fire Communications
515	N. Julia Street	3rd Floor Director's Office	Jacksonville	FL	32202	Misc. Fire Department
515	N. Julia Street	4th Floor	Jacksonville	FL	32202	Emergency Preparedness Division
515	N. Julia Street	Logistics Basement	Jacksonville	FL	32202	Misc. Fire Department
515	N. Julia Street	Pallet drop for N. Julia Street	Jacksonville	FL	32202	Misc. Fire Department
515	N. Julia Street	Room 118	Jacksonville	FL	32202	Misc. Fire Department
515	N. Julia Street		Jacksonville	FL	32202	Adminstrative Services
515	N. Julia Street		Jacksonville	FL	32202	Fire Chief / Office of Director
515	N. Julia Street		Jacksonville	FL	32202	Fire Operations Division
515	N. Julia Street		Jacksonville	FL	32202	Public Bldgs- EOC
515	N. Julia Street		Jacksonville	FL	32202	Rescue Division
303	N. Laura Street	1st Floor, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main CIRC
303	N. Laura Street	1st Floor, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main Facility
303	N. Laura Street	1st Floor, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main POP
303	N. Laura Street	1st Floor, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main Teen
303	N. Laura Street	1st Floor, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main Training
303	N. Laura Street	2nd Floor, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main BSD/PER
303	N. Laura Street	2nd Floor, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main Child
303	N. Laura Street	3rd Floor, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main Admin
303	N. Laura Street	4th Floor, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library- Main Adult Programming
303	N. Laura Street	4th Floor, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main Finance
303	N. Laura Street	4th Floor, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main Special Collections
303	N. Laura Street	Confer Level- Duval Street Loading Dock	Jacksonville	FL	32202	Public Library- Main CAL

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
303	N. Laura Street	Confer Level- Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main ILL
303	N. Laura Street	Confer Level, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library- Main Talking Books
303	N. Laura Street	Confer. Level, Duval Street Loading Dock	Jacksonville	FL	32202	Public Library-Main Conf Ctr
303	N. Laura Street	Duval Street Loading Dock	Jacksonville	FL	32202	Public Library - Downtown
303	N. Laura Street		Jacksonville	FL	32202	Public Works-Main Library
407	N. Laura Street	1st floor	Jacksonville	FL	32202	Jake Godbold Building
407	N. Laura Street		Jacksonville	FL	32202	Public Defender's Office
928	N. LIBERTY ST		Jacksonville	FL	32202	
1355	N. Main Street		Jacksonville	FL	32206	Fire Station #2
4560	N. Main Street		Jacksonville	FL	32206	Fire Station #9
12851	N. Main Street		Jacksonville	FL	32218	Fire Station #35
12961	N. Main Street	Suite 210	Jacksonville	FL	32218	Tax Collector - North Main Street Branch
1010	N. McDuff Avenue		Jacksonville	FL	32254	Agriculture
1010	N. McDuff Avenue		Jacksonville	FL	32254	Office of Director
1096	N. McDuff Avenue		Jacksonville	FL	32205	Surplus Facility
2304	N. Myrtle Avenue		Jacksonville	FL	32209	Public Library - Graham
6403	N. Pearl Street		Jacksonville	FL	32208	Rescue Unit #15
609	N. St. Johns Bluff Road		Jacksonville	FL	32225	Mowing & Landscaping Maint.
609	N. St. Johns Bluff Road		Jacksonville	FL	32225	Right -of-Way & Stormwater Maint. Division - East Yard
609	N. St. Johns Bluff Road		Jacksonville	FL	32225	Right-of-Way & Stormwater Maint.
855-18	N. St. Johns Bluff Road		Jacksonville	FL	32225	Aviation Unit
855-18	N. St. Johns Bluff Road		Jacksonville	FL	32225	Homeland Security - Craig Airport
3435	N. University Boulevard	Rear loading dock	Jacksonville	FL	32277	Public Library - University Park
4012	N. University Boulevard	Aquatic Office	Jacksonville	FL	32277	Blue Cypress Park
7866	New Kings Road		Jacksonville	FL	32219	Lincoln Villa Senior Center
10800	New Kings Road		Jacksonville	FL	32219	Fire Station #33
13611-A	Normandy Boulevard		Jacksonville	FL	32221	Cecil Recreation Complex
5258-13	Norwood Avenue		Jacksonville	FL	32208	Zone 1 Sub-Station
7973	Old Middleburg Road		Jacksonville	FL	32222	Public Library - Argyle
10014	Old St. Augustine Road		Jacksonville	FL	32257	Fire Station #51
5323	Ortega Boulevard		Jacksonville	FL	32210	Fire Station #23

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
2915	Parental Home Road		Jacksonville	FL	32216	Right -of-Way & Stormwater Maintenance Division - South Yard
2875	Park Street		Jacksonville	FL	32205	Public Library - Willowbranch
3725	Pearl Street		Jacksonville	FL	32206	Public Library - Brentwood
18065	Pennsylvania Avenue		Jacksonville	FL	32234	Maxville Senior Center
18255	Pennsylvania Avenue		Jacksonville	FL	32234	Fire Station #43
11026	Phillips Highway		Jacksonville	FL	32256	Fire Station #54
6272	Powers Avenue		Jacksonville	FL	32217	Fire Station #21
1701	Prudential Drive	Room 651D	Jacksonville	FL	32207	Office of General Counsel-School Board
9900	Regency Square Boulevard		Jacksonville	FL	32225	Public Library - Regency Square
4301	Richard Denby Gatlin Road		Jacksonville	FL	32277	Marine Unit
1072	Rogero Road		Jacksonville	FL	32211	Fire Station #19
1078	Rogero Road		Jacksonville	FL	32211	Arlington Senior Center
11248	Ross Boulevard		Jacksonville	FL	32218	Fire Station #34
281	S. 19th Avenue		Jacksonville Beach	FL	32250	Beaches Senior Center
355	S. Ellis Road		Jacksonville	FL	32254	Logistical Support Facility
355	S. Ellis Road		Jacksonville	FL	32254	Tactical Support Facility
355	S. Ellis Road		Jacksonville	FL	32254	UASI Grant
1055	S. McDuff Avnue		Jacksonville	FL	32205	Fire Station #10
1736	S. University Boulevard		Jacksonville	FL	32216	Computer Forensic Investigations
1736	S. University Boulevard		Jacksonville	FL	32216-	Public Bldgs-JSO Special Operations Unit
10035	San Jose Boulevard		Jacksonville	FL	32257	Tax Collector - Mandarin Branch
12125	San Jose Boulevard		Jacksovnille	FL	32223	Public Library - South Mandarin
10503-19	San Jose Boulevard		Jacksonville	FL	32257	Animal Care and Protective Services, Mandarin Adoption Center
6671	Sandymac Road		Jacksonville	FL	32254	Fire Station #26
15725	Sawpit Road		Jacksonville	FL	32226	Fire Station #45
850	Seminole Road		Jacksonville	FL	32233	Fire Station #55
5130	Soutel Drive		Jacksonville	FL	32208	Legends Center
1007	Superior Street		Jacksonville	FL	32254	Traffic Engineering Division
1020	Superior Street		Jacksonville	FL	32254	Communications Facility
1020	Superior Street		Jacksonville	FL	32254	Information Technologies Radio Shop
1024	Superior Street		Jacksonville	FL	32254	Jax-Rentry Center Portal
1031	Superior Street		Jacksonville	FL	32254	Solid Waste Division
1050	Superior Street		Jacksonville	FL	32254	

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
2728	Talleyrand Avenue		Jacksonville	FL	32206	Fire Department Shop
2732	Talleyrand Avenue		Jacksonville	FL	32206	Fire Station #11
2831	Talleyrand Avenue		Jacksonville	FL	32206	JAXPORT
3275	Tamaya Boulevard		Jacksonville	FL	32246	Fire Station 50
5713	Teeler Avenue		Jacksonville	FL	32208	Moncrief Senior Center
469	Trout River Drive		Jacksonville	FL	32208	Fire Station #38
403	W. 10th Street		Jacksonville	FL	32206	Victim Services
3312	W. 12th Street		Jacksonville	FL	32254	Hammond Senior Center
2634	W. 1st Street		JACKSONVILLE	FL	32254	PW-WEST YARD ENGINEERING TRAILER #1
2636	W. 1st Street		Jacksonville	FL	32254	Environmental Quality Division Safety Office
2636	W. 1st Street		Jacksonville	FL	32254	ERM SAFTEY OFFICE- ASH PROGRAM
2637	W. 1st Street		Jacksonville	FL	32254	West Yard Admin Bldg
2639	W. 1st Street		Jacksonville	FL	32254	Right -of-Way & Stormwater Maintenance Division - West Yard
555	W. 44th Street		Jacksonville	FL	32208	Public Buildings Division
910	W. 44th Street		Jacksonville	FL	32208	Tax Collector - Gateway Branch
515	W. 6th Street	3rd Floor	Jacksonville	FL	32206	Environmental Quality Division Labratory
1093	W. 6th Street		Jacksonville	FL	32209	Emmett Reed Community Center
1093	W. 6th Street		Jacksonville	FL	32209	Independent Living Program
501	W. Adams Street	2nd Floor Break Room 2174	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	2nd Floor Break Room 2299	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	2nd Floor Break Room 2306	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	5th Floor Only	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	6th Floor Break Room 6125a	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	6th Floor Break Room 6223	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	7th Floor Break Room 7025	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	7th Floor Break Room 7103	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	7th Floor Break Room 7138	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	7th Floor Break Room 7286	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	7th Floor Break Room 7287	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Cart Supply Room 7185	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Grand Jury	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 201	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 202	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 203	Jacksonville	FL	32202	Circuit / County Court Administration

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
501	W. Adams Street	Jury Room 204	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 209	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 210	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 211	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 212	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 301	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 302	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 303	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 304	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 305	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 306	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 307	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 308	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 309	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 310	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 311	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 401	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 402	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 403	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 404	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 405	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 406	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 407	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 408	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 409	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 410	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 411	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 412	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 501	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 502	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 503	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 504	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 505	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 508	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 509	Jacksonville	FL	32202	Circuit / County Court Administration

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
501	W. Adams Street	Jury Room 510	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 511	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 512	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 601	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 602	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 603	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 605	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 609	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 610	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Jury Room 612	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Room 2338	Jacksonville	FL	32202	Clerk of Courts - Purchasing Department
501	W. Adams Street	Room 6212	Jacksonville	FL	32202	Circuit / County Court Administration
501	W. Adams Street	Suite 300	Jacksonville	FL	32202	Status of Women
1251	W. Church Street		Jacksonville	FL	32204	Homeland Security-Westside
1251	W. Church Street		Jacksonville	FL	32204	SWAT Warehouse
117	W. Duval Steet	Room M100	Jacksonville	FL	32202	Organizational Development
117	W. Duval Steet	Suite 100	Jacksonville	FL	32202	Employee Services Office of Director
117	W. Duval Steet	Suite 150	Jacksonville	FL	32202	Compensation & Benefits
117	W. Duval Steet	Suite 175	Jacksonville	FL	32202	Veterans Services
117	W. Duval Steet	Suite 200	Jacksonville	FL	32202	Office of the Council Auditor
117	W. Duval Steet	Suite 205	Jacksonville	FL	32202	Disabled Services
117	W. Duval Steet	Suite 215	Jacksonville	FL	32202	Senior Services Division
117	W. Duval Steet	Suite 225	Jacksonville	FL	32202	Ethics Commission
117	W. Duval Steet	Suite 240	Jacksonville	FL	32202	Mayor's Transition Team
117	W. Duval Steet	Suite 240	Jacksonville	FL	32202	Public Affairs
117	W. Duval Steet	Suite 240	Jacksonville	FL	32202	Public Information Division
117	W. Duval Steet	Suite 250	Jacksonville	FL	32202	Juvenile Justice & Offender Based Program
117	W. Duval Steet	Suite 275	Jacksonville	FL	32202	Office of Economic Development
117	W. Duval Steet	Suite 280	Jacksonville	FL	32202	Special Events
117	W. Duval Steet	Suite 280	Jacksonville	FL	32202	SPORTS & ENTERTAINMENT DEPT
117	W. Duval Steet	Suite 300	Jacksonville	FL	32202	Office of Director
117	W. Duval Steet	Suite 300	Jacksonville	FL	32202	Treasury
117	W. Duval Steet	Suite 305	Jacksonville	FL	32202	Public Information
117	W. Duval Steet	Suite 305	Jacksonville	FL	32202	Value Adjustment Board
117	W. Duval Steet	Suite 310	Jacksonville	FL	32202	Downtown Investment Authority

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
117	W. Duval Steet	Suite 325	Jacksonville	FL	32202	Budget Division
117	W. Duval Steet	Suite 330	Jacksonville	FL	32202	General Employee Pension Fund
117	W. Duval Steet	Suite 335	Jacksonville	FL	32202	Risk Management Office
117	W. Duval Steet	Suite 350	Jacksonville	FL	32202	Jacksonville Human Rights Commission
117	W. Duval Steet	Suite 375	Jacksonville	FL	32202	Accounts Payable
117	W. Duval Steet	Suite 375	Jacksonville	FL	32202	General Accounting Division
117	W. Duval Steet	Suite 400	Jacksonville	FL	32202	Blight Initiative
117	W. Duval Steet	Suite 400	Jacksonville	FL	32202	Mayor Administration
117	W. Duval Steet	Suite 400	Jacksonville	FL	32202	FIGHT BLIGHT
117	W. Duval Steet	Suite 425	Jacksonville	FL	32202	Office of City Council
117	W. Duval Steet	Suite 425	Jacksonville	FL	32202	Tourist Development Council
117	W. Duval Steet	Suite 430	Jacksonville	FL	32202	City Council - Legislative Services
117	W. Duval Steet	Suite 480	Jacksonville	FL	32202	Office of General Counsel
117	W. Duval Steet	Suite M165	Jacksonville	FL	32202	Reproduction & Distribution Center
117	W. Duval Steet		Jacksonville	FL	32202	Employee & Labor Relations
117	W. Duval Steet		Jacksonville	FL	32202	Film & Television Office
117	W. Duval Steet		Jacksonville	FL	32202	Human Resources Division
117	W. Duval Steet		Jacksonville	FL	32202	Training / Organizational Development
639	W. Duval Street		Jacksonville	FL	32202	Fire Station #4
1076	W. Duval Street		Jacksonville	FL	32204	Public Bldgs- JSO K-9 Unit Horse Barns
1755	W. Edgewood Avenue		Jacksonville	FL	32208	Public Library: Bradham-Brooks Northwest
311	W. Monroe Street		Jacksonville	FL	32202	State Attorney's Office
610	W. Oliver Street		Jacksonville	FL	32234	Fire Station 46
12215	W. Sago Avenue		Jacksonville	FL	32218	Oceanway Senior Center
300	W. Water Street		Jacksonville	FL	32202	Times-Union Center Performing Arts
541	Water Street		Jacksonville	FL	32202	Parking Facilities and Enforcement Division - Water Street Garage
1000	Water Street		Jacksonville	FL	32204	Prime Osborn Convention Center
9620	Water Street		Jacksonville	FL	32208	Riverview Senior Center
8275	Western Way		Jacksonville	FL	32256	Fire Station #44
6710	Wiley Road		Jacksonville	FL	32210	Lane Wiley Senior Center
14097	William Davis Parkway		Jacksonville	FL	32224	Fire Station #59
7443	Wilson Boulevard		Jacksonville	FL	32210	Fire Station #60
500	Wonderwood Avenue		Jacksonville	FL	32233	Natural and Marine Resources-Hanna Park
500	Wonderwood Avenue		Jacksonville	FL	32233	Waterfront Management - Hana Park

BOTTLED WATER DELIVERY LOCATIONS

Number	Street	Location	City	State	Zip	Department
14880	Yellow Bluff Road		Jacksonville	FL	32226	Fire Station #49

PROTEST PROCEDURES

CITY OF JACKSONVILLE

PROCUREMENT DIVISION

214 N. Hogan Street - 8th floor, Jacksonville, Florida 32202
(904) 255-8800-Ph; (904) 255-8837-Fax; www.coj.net

PROCUREMENT PROTEST PROCEDURES

126.106(e) PROTEST PROCEDURES

126.106(e)(1) Purpose and Scope
126.106(e)(2) Definitions
126.106(e)(3) Timely Notice of Protest
126.106(e)(4) Extension Request / Supplemental Protest Documentation
126.106(e)(5) Delivery
126.106(e)(6) Process
126.106(e)(7) Protest Hearing Rules and Procedures
126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Chief of the Procurement Division (the "Chief") to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with § 126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §§ 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) Recommendations of Award and/or Bid Rejection. A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

(b) Bid/Proposal Specifications and/or Requirements. A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) Computation of Time - The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) Form and Content of the Notice of Protest - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(5) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8th floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest

documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question not be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 1st day of October, 2011, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

Procurement Division

Gregory Pease, Chief
City of Jacksonville
214 N. Hogan Street, 8th floor
Jacksonville, Florida 32202
(904) 255-8800 Phone
(904) 255-8837 - Facsimile
gpease@coj.net

Revision and Effective Date 03/13/2012

DISQUALIFIED/PROBATIONARY Vendors List

In accordance with the City's Procurement Code 126.201 (1) (1), the Chief of Procurement and all agencies are advised to cease doing business with disqualified vendors as they appear on this list. However, any existing contracts held by the vendors listed below should be completed.

VENDOR	VENDOR-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
*Aquino Construction Company, Inc.	00001424	04/19/2018	04/19/2021
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
*Aztec American Builders, Inc.	00012849	01/10/2018	01/10/2021
** B. Robinson Corporation	00008704	10/24/2018	10/24/2019
**B & H Full Service Cleaning, Inc.	*****3840	11/19/2010	11/19/2011
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Francbeth, Inc.	593658944	7/9/2014	7/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
G K Solutions	593541756	09/08/1999	09/08/2000
**J&J Recycling and Demo, LLC	*****1758	4/21/2015	10/21/2015
Kingdom Cleaning	*****6694/*****9588	10/20/2015	10/20/2017
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	*****3042	10/26/2012	10/26/2015
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
** Synot Roofing & Construction LLC	*****6145	08/28/2018	02/28/2019
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

***Vendors disqualified/debarred from bidding as Prime and/or Sub Contractors**
****Vendors placed on probation for a period of 6 months or more**

2018-2019 BUSINESS TAX RECEIPT

DUVAL COUNTY TAX COLLECTOR

231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370
Phone: (904) 630-1916, option 3. Fax: (904) 630-1432
Website: www.coj.net/tc; Email: taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.
This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2018 through September 30, 2019.

CRYSTAL SPRINGS
DS SERVICES OF AMERICA INC - TAX DEPT
ATTN: LEAH JOHNSON
2300 WINDY RIDGE PKWY
SUITE 500 N
ATLANTA, GA 30339

ACCOUNT NUMBER:	9688		
LOCATION ADDRESS:	8774 4TH AVE JACKSONVILLE, FL 32208-2646		
DESCRIPTION:	MANUF, O/T LP GAS - FARM PR	**STATE LICENSE NO.:**	
COUNTY RECEIPT DESC:	MANUF, O/T LP GAS - FARM PR	**COUNTY TAX:**	56.25
MUNICIPAL RECEIPT DESC:	MC 772.320	**MUNICIPAL TAX:**	187.50
		TOTAL TAX PAID:	243.75

VALID UNTIL September 30, 2019

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

Sherry L Hall

DUVAL COUNTY TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-5507099.0001-0001 WEB 09/10/2018 243.75

2300 Windy Ridge Parkway
Suite 500N
Atlanta, GA 30339
(770) 933-1400

DS Services of America, Inc.
Exceptions Memo

The following are the exceptions taken by DS Services of America, Inc. ("DS Services") in connection with the Bid for Citywide Bottled Water & Cooler Rental Service, issued by the Procurement Division, City of Jacksonville (the "City").

Equal Business Opportunity Program - Encouragement Plan.

DS Services shall not require any subcontractors in the performance of this Contract. For any suppliers, DS Services already has Agreements in place and no additional suppliers shall be required. DS Services both manufactures and delivers bottle water products using its own plants, co-packers and delivery drivers. DS Services is the current provider to the City for bottled water and all services and suppliers are in place.

General Conditions

Section 1. RESERVATIONS

DS Services request that the following sentence be added to the end of the second paragraph: "Prior to the City canceling the contract, Contractor shall be given 10 days after receipt of notice of failure to cure any default or failure."

DS Services request that the following provision be added to the end of the third paragraph: "after passage of the 10 day cure period mentioned above and except for events of force majeure."

DS Services request that the first sentence of the sixth paragraph be replaced with the following: "All items furnished must be completely new "or in like new condition" and free from defects unless specified otherwise."

Insurance and Indemnification

Under Commercial General Liability
Strike "Independent Contractors", "Marine" and "Watercraft".

Strike Professional Services requirement. This is not applicable to the services we provide.

Under 2.06, strike "material alteration" and "including expiration and non-renewal". Notice is provided in the event of cancellation.

Terms and Conditions

4. Emergency Stand-By Contract. DS Services will make reasonable efforts to supply the City's bottled water needs in the event the City declares an emergency situation. The nature of an emergency

SERVICES™

2300 Windy Ridge Parkway
Suite 500N
Atlanta, GA 30339
(770) 933-1400

may prevent DS Services from physically being able to deliver, and FEMA may direct our resources elsewhere.

Section 8. Delivery

DS Services delivers Monday thru Friday, excluding holidays and delivers on a routine, scheduled basis as mutually agreed by the parties. Any special requests for deliveries on an as needed basis, or more than once per week will be agreed to by the parties and DS Services will make every attempt to deliver within one to two business days.

DS Services will provide reasonable quantities of storage racks and cup dispensers, as determined by DS Services.

Section 9. Escalation / De-escalation.
DS Services shall reserve the right to not renew the Agreement in the event the City declines a price increase.

N/A

BID # SC-0391-19

NO BID FORM

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.+
If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Procurement Division
214 North Hogan St., Room #105
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reason(s):

- ☐ Insufficient time to respond
- ☐ Conflicts with production schedule
- ☐ Do not meet minimum requirements
- ☐ Do not offer these commodities/svcs
- ☐ Unable to meet bond requirements
- ☐ Other (please state below)

_____

_____

_____

Suggestions: _____

_____

Company Name: _____

Signature & Title: _____

Street: _____

City: _____ State: _____ Zip: _____ Phone: _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE

REVISED 2/20

BID FORM

City of Jacksonville
Procurement Division

DATE: April 9, 2019

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION	
COMPANY NAME AND ADDRESS: Nestle Waters North America Inc 7035 Davis Creed Rd Jacksonville, FL 32256 FID/SSN # 94-3027237	**SUBMIT BID IN DUPLICATE** Bid to be submitted before 2:00 P.M. in Suite #105, 214 N. Hogan St. This bid will open on APRIL 10, 2019 at 2:00 P.M. Ed Ball Building, Suite #110, 214 N. Hogan St., Jacksonville, FL Responses to bid must be in ink or typewriten. PURCHASING ANALYST: David Klages EMAIL: dklages@coj.net
BID SECURITY REQUIREMENTS: None Required	**TERM OF CONTRACT:** The term of this agreement is one year from April 16, 2019, with two (2), one (1) year renewal options.
SAMPLE REQUIREMENTS: None Required	**PERFORMANCE BOND:** None Required
QUANTITIES: Quantities indicated reflect the approximate quantities to be purchased throughout the contract period, and are subject to fluctuations in accordance with actual requirements.	**FOR TECHNICAL INQUIRIES, CONTACT:** David Klages dklages@coj.net Monday, April 1, 2019 @ 4:00 p.m., is the Deadline for submitting any question(s) in writing to the Purchasing Analyst.

AGENCY: PROCUREMENT DIVISION

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

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

Terms of Payment: Net or 0 % discount 30 days
(discounts offered for payment periods of less than 30 days will not be considered in recommendation of award)

Bidders Certification	MATERIAL IS F.O.B. Delivery will be made in no less than 3 business days from receipt of Purchase Order.

	Handwritten Signature of Authorized Officer of Firm		4-09-19 Date
	Mark Tierney VP Commercial Sales	203-531-4100	
	Print Individual's Name & Title	Phone Number	Fax Number
We have received addenda ____ through ____	Mark Tierney@waters.nestle.com		
	Email Address		

BID PROPOSAL FORM

REVISED PER ADDENDUM 1

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE					
Item #	Description	Est. Annual Qty.	Unit	Unit Price	Extended Price
1	WATER, DRINKING, 5 GALLON BOTTLE	16000	EA	4.48	71,680.00
2	WATER, SPRING, 5 GALLON BOTTLE	4000	EA	4.48	17,920.00
3	WATER, DISTILLED, 5 GALLON BOTTLE	250	EA	4.48	1,120.00
4	WATER, SPRING, 24 OZ. BOTTLE W/SPORT CAP, 24 BOTTLES PER CASE	10	CS	9.17	91.70
5	WATER, SPRING, 8 OZ. BOTTLE, 24 BOTTLES PER CASE	15	CS	9.99	149.85
6	WATER, SPRING, 16.9 OZ. BOTTLE, 24 BOTTLES PER CASE	2500	CS	5.60	14,000.00
7	WATER, SPRING, 1 GALLON BOTTLE, 6 BOTTLES PER CASE	10	CS	7.13	71.30
8	WATER, DISTILLED, 1 GALLON BOTTLE, 6 BOTTLES PER CASE	80	CS	7.13	570.40
9	WATER, SPRING, 2.5 GALLON BOTTLE W/SPOUT, 2 BOTTLES PER CASE	10	CS	10.70	107.00
10	CUP, PAPER, CONE, 4.25 OZ., FOR COLD WATER, 200 PER SLEEVE	250	SLEEVE	3.36	840.00
11	CUP: DOUBLE POLY, 9 OZ., FOR COLD WATER, 50 PER SLEEVE	250	SLEEVE	3.36	840.00

Vendor Name: Nestle Waters North America Inc

BID PROPOSAL FORM

REVISED PER ADDENDUM 1

Item #	Description	Est. Annual Qty.	Unit	Monthly Rental Price	Annual Total (Monthly Rental x 12)
12	RENTAL: WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, COLD ONLY	325	EA	1.28	4,992.00
13	RENTAL, WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, COLD/TEMP	400	EA	1.28	6,144.00
14	RENTAL: WATER DISPENSING UNIT, 5 GALLON BOTTLE TYPE, HOT/COLD	75	EA	1.28	1,152.00
15	RENTAL: WATER DISPENSING UNIT WITH FILTRATION SYSTEM, COLD/TEMP	20	EA	24.47	5,872.80
16	RENTAL: WATER DISPENSING UNIT WITH FILTRATION SYSTEM, HOT/COLD	60	EA	24.47	17,618.40
				GRAND TOTAL (Items 1-16):	143,169.45
Item #	**Alternate Item**	**Est. Annual Qty.**	**Unit**	**Monthly Rental Price**	**Annual Total (Monthly Rental x 12)**
A1	REFRIGERATOR RENTAL ONLY	17	EA	no bid	no bid

The City of Jacksonville reserves the right to award this solicitation in a manner that is most advantageous to the City; therefore, the City, at its discretion, <u>may or may not</u> elect to award this solicitation with the rental of refrigerators.

Vendor Name: Nestle Waters North America Inc.

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature	Nestle Waters North America Inc Company Name
Mark Tierney Name of Official (type or print)	900 Long Ridge Rd. Bldg 2 Business Address Stamford, CT 03902 City, State, Zip Code

SECTION II

I hereby certify that the following named City officials(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature	Company Name
Name of Official (type or print)	Business Address City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official None

Position Held

Position or Relationship with Bidder

GB Form 105 (revised 1/2013)

INSURANCE ~~AGENT~~ CARRIER ACKNOWLEDGMENT FORM

Bid No. SC-0391-19

Bidder must have their insurance ~~agent~~ carrier execute the below statement. Failure to execute this statement may result in rejection of this bid proposal.

As insurance ~~agent~~ carrier for NESTLE WATERS NORTH AMERICA HOLDINGS, INC.,

I have read ~~the Indemnification and~~ Insurance Requirements relating to the above referenced bid and do certify that I can provide evidence of all required coverages, limits and additional provisions as stated in those documents.

~~Agent's~~ CARRIER'S Signature

ALL AMERICAN INSURANCE COMPANY
INDEMNITY INSURANCE COMPANY OF NORTH AMERICA
Insurance Company Name

ANDRES PICARIELLO
~~Agent's~~ CARRIER'S Name (Type or Print)

~~Agent's License Number (Type or Print)~~

* THIS IS NOT A GUARANTEE OF COVERAGE OR RENEWAL. ANY RENEWAL WILL BE SUBJECT TO CHUBB'S UNDERWRITING AND ACCEPTANCE OF THE RISK.

CITY OF JACKSONVILLE
PROCUREMENT DIVISION
Ed Ball Building, 8th Floor
214 N. Hogan Street
Jacksonville, Florida 32202

ADDENDUM NO	**ONE (1)**
BID NUMBER	**SC-0391-19**
TITLE OF BID	**CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE**
OPENING TIME AND DATE	**APRIL 10, 2019 @ 2:00 P.M.**

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT.

PURPOSE OF THIS ADDENDUM IS TO RESPOND TO QUESTION RECEIVED VIA EMAIL:

1. **CLARIFICATION:**
   The Bid Proposal Form, attached to this addendum, has been revised with corrected estimated annual quantities for water dispensing unit (cooler) rentals. Bids **MUST** be submitted on the revised Bid Proposal Form in order to be considered for award.

DATE March 25, 2019 **BUYER** David Klages

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Kathy Nieto
Bidder's Signature

Sales Support Coordinator
Title

Nestle Waters North America Inc.
Company

4-9-2019
Date

END OF ADDENDUM 1
TWO (2) PAGES TO FOLLOW.

SUBMIT ONE (1) *ORIGINAL* AND ONE (1) COPY

Original copy.

ONE CITY, ONE JACKSONVILLE.

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

FOR

PROCUREMENT DIVISION

BID NO.: SC-0391-19

OPEN DATE: WEDNESDAY, APRIL 10, 2019

TIME: 2:00 P.M.

PLACE: 1ST FLOOR, ED BALL BUILDING, 214 N. HOGAN ST., ROOM #110, JACKSONVILLE, FL 32202

CITY OF JACKSONVILLE
PROCUREMENT DIVISION

PRE-BID CONFERENCE:

DATE: N/A
TIME: N/A
PLACE: N/A

LENNY CURRY
MAYOR

GREGORY PEASE
CHIEF PROCUREMENT
DIVISION

GENERAL CONDITIONS

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract, if in its reasonable opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the reasonable opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION.

3. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked **"Sample for the Procurement Division"** and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in facts who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

(FORM GB-103, revised 04/16)

GENERAL CONDITIONS

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the reasonable opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 — 14.

16. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code, as* may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code.*

17. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

18. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however,* that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

19. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A€ of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

20. LICENSES REQUIREMENT: Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

21. ELECTRONIC PAYMENTS: Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

SUPPLEMENTAL CONDITIONS

b. **Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE)** — Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. ~~The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages.~~ Continued failure to adhere to this clause may be cause for termination.

c. **Third-Party Liability** — The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor ~~a 0.2% daily interest penalty or~~ penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE~~, whichever greater~~.

5. **PUBLIC ENTITY CRIME INFORMATION:**
A person or affiliate who has been placed on the State Of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

6. **AUDIT PROVISION:**
A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

7. **W-9 REQUIREMENT:**
All bidders are encouraged to submit with their bid submission a revised W-9 if any company information has changed within the last six (6) months. It is the vendor's responsibility to ensure that the City has a current W-9 on file and as listed in the JAXPRO system.

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TERMS AND CONDITIONS

CITYWIDE BOTTLED WATER AND COOLER RENTAL SERVICE

1. **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.

2. **AWARD**

Award will be **ALL OR NONE** for **Line Items 1 — 16** to the lowest responsive, responsible bidder(s). Bidders must bid on **all** items in Line Items 1 — 16 to be considered for award.

Bidders may elect **not** to bid on **Alternate Item A1 Refrigerator Rental Only** if they so desire.

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

3. **TERM OF AGREEMENT**

The term of this agreement will be one year from April 16, 2019, 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 condition set forth in the bid documents.

4. **EMERGENCY STAND-BY 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 vendor 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 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.

5. **MINIMUM REQUIREMENTS**

Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection.

a. Contractor shall provide proof of applicable local business license.

6. **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).

7. **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, or 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 provided that the City provides Contractor with reasonable notice of any such changes.

8. **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, and the vendor must be prepared to provide at least one (1) delivery per week, per dispenser location. The City of Jacksonville reserves the right to order more than once per week or on an as needed basis, depending upon the needs of each dispenser location. The City of Jacksonville reserves the right to add or subtract delivery locations as needed during the contract period. Upon request, storage racks and cup dispensers shall be provided at NO CHARGE to the City. **NO deliveries shall be made without prior authorization via Purchase Order.**

Delivery of refrigerators, if applicable, will be made to various City of Jacksonville locations (see attached list) and will include installation of the refrigerator to include unboxing, plugging refrigerator into electrical outlet, hooking up waterline for ice maker, if applicable, and removing box and all other packaging. All documentation (owner's manual, etc.) shall be left on site.

9. **ESCALATION/DE-ESCALATION**

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

10. **PRICES**

All unit prices shall include freight, delivery, and handling charges to the delivery location when needed.

11. **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 48 hours of notification at no charge to the City or its agencies.

12. **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.

13. **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.

14. **INSURANCE/INDEMNIFICATION**

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to, usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City 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.

17. CONTRACTOR READYREFRESH™ STANDARD TERMS & CONDITIONS

In addition to the provisions detailed in the bid, the City and Contractor agree to the ReadyRefresh™ Standard Terms and Conditions (the "ReadyRefresh Terms and Conditions") affixed as Appendix 1 to this bid. In the event of a conflict between the bid and the provisions outlined in the ReadyRefresh Terms and Conditions, and unless otherwise agreed to, these ReadyRefresh Terms and Conditions shall control.

JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM

SCHEDULE OF JSEB SUBCONTRACTOR/SUBCONSULTANT

NAME OF BIDDER: Nestle Waters North America Inc.

PROJECT TITLE: Citywide Bottled Water and Cooler Rental Service

BID NUMBER: SC-0391-19 TOTAL BASE BID AMOUNT: N/A -

Nestle Waters will use own employees

***Please list all JSEBs**

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
None				

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: 4-9-2019 Date: _____

Signature of Prime Contractor

Print Name: Mark S. Tierney

Attach additional list of subcontractors/sub-consultants as needed.

JSEB FORM 2

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM

LETTER OF INTENT

Nestle Waters will use own employees

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and **to be utilized by JSEBs only**

_____

(Name of JSEB Supplier/Consultant/Subcontractor)

NAME OF PROJECT _____ BID NO _____

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

***Scope of Work**	***Total Price of work to be performed or materials to be supplied including Sales Tax**

_____ _____ _____

Signature of JSEB Supplier/Consultant/ Subcontractor | Title | Date

*Scope of Work and Price are covered under Base Bid only.

Total price must be filled in on this form in order for participation to be considered valid. This form must be used for Letter of Intent.

Nestle Waters will use own employees

BID # SC-0391-19

JSEB FORM 3

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME _____ PROJECT TITLE _____

PROFESSIONAL SERVICES NO _____ - OR - CITY BID NO _____

CURRENT CONTRACT TOTAL AMOUNT $ _____ CITY CONTRACT NO _____

INVOICE INFORMATION

INVOICE NO _____ CURRENT INVOICE $ _____

FOR PERIOD ENDING DATE _____ CUMULATIVE INVOICED $ _____

CONTRACT % COMPLETE:

CONTRACT GOAL TRACKING

JSBE/MBE GOAL $: _____ JSEB/MBE GOAL % :

PRIOR MONTH CUMULATIVE JSEB/MBE $ _____

PRIOR MONTH CUMULATIVE NON-JSEB/MBE $ _____

FORMULA FOR CUMULATIVE MONTH %:
CUMULATIVE $ / CUMULATIVE $ INVOICED

CUMULATIVE JSEB/MBE $ _____ CUMULATIVE JSEB/MBE % : _____

CUMULATIVE NON-JSEB $ _____ CUMULATIVE NON-JSEB % _____

JSEB/MBE SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	SDBE TYPE [1]	TYPE OF WORK [2]	$ THIS PAYMENT
Use Sheet 2 if additional lines are needed				TOTAL	

NON-JSEB SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE		TYPE OF WORK	$ THIS PAYMENT
Use Sheet 3 if additional lines are needed				TOTAL	

MBE (Minority Business Enterprise)/JSEB (Jacksonville Small Emerging Business) TYPES: AA: African- American; WBE: Woman, HA Hispanic-American, AS Asian-American; NA: Native American, JSBE: Jacksonville Small Emerging Business TYPE OF WORK Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial/Masonry, Site Clearing, Technical Support

FOR CITY OF JACKSONVILLE USE ONLY

DATE PROCESSED	DOCUMENT NO.	INDEX CODE - SUBOBJECT - PROJECT NO. - DETAIL	$ THIS PAYMENT

Notes:
1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Contractor shall attach to this form a typewritten explanation of any differences in JSEB/MBE participation from original contract commitment

JSEB FORM 4
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM
JSEB GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by the apparent low bidder in soliciting JSEB firms to meet the JSEB project goal. Please note that the project goal will not be waived and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified JSEB, the apparent low bidder must submit the form as follows:
1 available JSEB – must contact 1 JSEB
2-5 available JSEB – must contact 3 JSEBs minimum
6-7 available JSEBs – must contact 4 JSEBs minimum
8-9 available JSEBs – must contact 5 JSEBs minimum
10 or more available JSEBs – must contact 6 JSEBs minimum

All information submitted on this form is subject to audit by the JSEB Office

Date Submitted: 4-10-2019 Bid Number: SC-0391-19 Agency: _____

Contractor Name: Nestle Waters North America Inc Company Address: 900 Long Ridge Rd. Bldg 2

City Stamford State: CT Zip code: 06902 Phone: 203-531-4100

Goal Percentage: 0 Commitment Percentage: 0 Unattained Percentage: 0

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Bidder/Authorized Representative Signature: [signature]

Representative Title: Key Acct Manager Date: 4/9/19

Witness: Kathy Nieto Date: 4/9/19

JSEB Form 4 (Cont.)

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM

GOOD FAITH EFFORT DOCUMENTATION

Nestle will use own employees

Work Type Number	Description of Work, Service or	JSEB Firm Name

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				

Comments:

Work Type Number	Description of Work, Service or Material	JSEB Firm Name

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				

Comments:

Work Type Number	Description of Work, Service or	JSEB Firm Name

Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				

Comments:

INSURANCE ~~AND INDEMNIFICATION~~

~~1.00 INDEMNIFICATION:~~

~~1.01 The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.~~

~~1.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.~~

2.00 INSURANCE:

2.01 GENERAL:

The amounts and types of insurance required ALL LISTED BELOW ~~should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than~~ the limits of ~~liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.~~

~~2.02 Without limiting its liability under the Contract Agreement, the Contractor and its sub-contractors shall procure and maintain at its expense during the life of this contract, insurance of the types and in the minimum amounts stated below:~~

SCHEDULE	LIMITS
Workers Compensation	Florida Statutory Coverage
& Employer's Liability	$100,000 Each Accident
	$500,000 Disease/Policy Limit
	$100,000 Each Employee/Disease
Commercial General Liability	$2,000,000 Per Occurrence
	$2,000,000 General Aggregate
Including Premises – Operations	$2,000,000 Products & Completed Ops Aggregate
Products Completed Operations	$1,000,000 Personal/Advertising Injury
Blanket Contractual Liability	$100,000 Fire Damage
~~Blanket, X, C, U Hazards~~	$5,000 Medical Expense
Independent Contractors	
~~Watercraft, Marine~~	
Automobile Liability	$1,000,000 Combined Single Limit
All autos – owned, hired & non-owned	

~~(Automobile liability is required when services provided involve automobile use, including the delivery of goods.)~~

SEE ATTACHED ENDORSEMENT

~~Professional Services Contracts require~~ Professional Liability coverage ~~at a minimum limit of $1,000,000. (Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this contract agreement and continuation of the insurance for claim reporting purposes for a minimum of two years beyond the expiration date of this contract agreement.~~

~~2.03 Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-X or better.~~

2.04 Such insurance shall be endorsed to provide for a waiver of ~~underwriter's~~ rights of subrogation in favor of the City.

2.05 The City of Jacksonville and or it's using agencies as identified in the contract documents shall be named as an additional insured under the Commercial General Liability Insurance.

~~2.06 Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.~~

~~2.07 Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the consultant shall relieve the consultant or its sub-consultants from responsibility to provide insurance as required by the contract.~~

~~2.08 In the event any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.~~

~~2.10 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverage in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.~~

2.06 ALL 30 NOTICE TO OTHER ENDORSEMENT - SPECIFIC PARTIES FOR THE CITY OF JACKSONVILLE.

PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT - CLAIMS MADE

Named Insured Nestle Waters North America Holdings, Inc.			Endorsement Number 58
Policy Symbol HDO	Policy Number G71234204	Policy Period 01/01/2019 TO 01/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified in this endorsement, we agree with you as follows:

1. Coverage

   A. We will pay those sums that the Named Insured becomes legally obligated to pay as damages because of injury or damage arising out of one or a related series of negligent acts, errors or omissions in the performance of professional services by any accountants, architects, engineers, barbers, beauticians, insurance managers, lawyers, dental personnel, medical personnel, real estate agents, dieticians, groomers, professional chefs or any other professionals in their capacity as such that are employed by the named insured. We will defend a "suit" against the "insured" seeking damages payable under the terms of this endorsement. We may investigate and settle any claim or "suit" at our discretion. We will not be obligated to pay any claims or judgments or to defend any "suit" after the applicable limit of our liability has been exhausted by payment of judgments or settlements.

   B. This endorsement applies only to claims first made against the "insured" on or after the retroactive date as specified below and before the end of the policy period. If during the coverage period the "insured" becomes aware of any incident which may subsequently give rise to a claim covered by this insurance, the "insured" will notify us in writing within 60 days after the end of the policy period. Any claims subsequently made against the insured for damages arising out of such incident will be deemed to have been first made during the effective period of coverage. The provisions of this paragraph will not reinstate or increase the Limits of Insurance or extend the policy period.

   Retroactive Dates as follows:

Nestle Holdings	1-1-93
Jenny Craig	1-1-07
Dreyers	1-1-07
Gerber	9-1-07
Novartis	9-1-07

   The retroactive date for any newly acquired entity will be the date of acquisition of such entity.

   C. All claims for damages arising out of any one or related series of negligent acts, errors, or omissions to which this endorsement applies will be deemed to have been made at the time the first of those claims is made against any insured in accordance with paragraph B. above. Paragraph B does not apply to legal services performed for the Children's Alliance.

2. Exclusions - This coverage does not apply to:

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PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT - CLAIMS MADE

A. Any claim based upon any dishonest, fraudulent or malicious act;

B. Any claim with respect to which insurance is afforded in whole or in part under any other coverage afforded by this policy or any endorsement to it, or by any other insurance available to the "insured," whether on a primary, excess or contingent basis;

C. Any claim based upon the failure of any investment to produce the financial gain represented;

D. Any liability to a "Named Insured" under the policy, or to any stockholder of such "Named Insured";

E. Loss for which the insured is liable because of liability imposed on a fiduciary by the Employment Retirement Security Act of 1974 as now or hereafter amended; or

F. Loss or damage for which benefits have accrued under the terms of any employee benefit plan to the extent that such benefits are available from funds accrued by the insured for such benefits or from collectible insurance, notwithstanding the insureds act, error or omission in administering the plan which precluded the claimant from receiving such benefits;

G. Representations made for or in violation of security, laws and regulations;

H. With respect to Real Property, and damages resulting from appraisal, failure to appraise, guarantee or warranty of value or residual value, any damages resulting from title search or failure to search title;

I. Any injury or damage resulting from sexual assault or molestation.

J. Any claim based upon or arising out of the preparation, sale, handling, packaging, re-packaging, labeling or distribution of products containing phenylpropanolamine (PPA), ephedrine, ephedra, kava kava, aphedrine, ma huang, chaparral, comfrey, yohimbe, lobelia, germander, willow bark, jin bu huan, stephania and magnolia species, phen fen, fenfluramine, dexfenfluramine, phentermine, podimin, redux (GHB), GBL, BD, tetramethylene glycol, 2 (3H) - Furanone Hydro, Creatine, dehydroepiandrosterone (DHEA), pregnenolone, andro, androstenedione, androsteroids, steroids or anabaloic hormones, or any derivatives thereof.

K. Any claim based upon the professional liability of Nestle Petcare Insurance Services, Inc Nestle Purina Claims Processing, Inc. or any other insured relating to, arising out of or made in connection with any Nestle PurinaCare Pet Health Insurance Program administered on behalf of or in connection with the insurer or any of its affiliates.

L. Any claim for which liability insurance is afforded under MS-28384 Clinical Trials Professional Liability Endorsement attached to this policy.

3. Limits of Insurance and Deductible

The limit of insurance stated in the schedule below as applicable to "each claim" is the most we will pay for all damages arising out of any one claim Subject to the above provision respecting "each claim," the most we will pay for all damages arising out of all claims made during the endorsement period will not exceed the limit of insurance stated in the schedule as Aggregate.

We will pay up to the Limit of Insurance for Each Claim and you will reimburse us for the amount of the Deductible shown in the Schedule for Each Claim

4. Schedule

A.	Limits of Insurance:	$2,000,000 Each Claim $2,000,000 Aggregate
B.	Deductible	$2,000,000 Each Claim plus all "ALAE"

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PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT - CLAIMS MADE

The Limits of Insurance and rules stated above apply regardless of the number of (1) "Insureds", (2) claims made or "suits" brought, or (3) persons or organizations making claims or bringing "suits".

The Limits of Insurance shown above are included within, and not in addition to, the General Aggregate Limit shown in the Declarations.

5. Definitions
Solely for the purposes of coverage provided under this endorsement, the following definitions shall apply:

A. "claim" includes all claims for damages to the same person or organization arising out of any one or a related series of negligent acts, errors or omissions;

B. "Insured" also includes any "employee" of the "Named Insured" while acting in his capacity as an accountant, architect, engineer, barber, beautician, insurance manager, lawyer, dentist personnel, medical personnel or real estate agent or any other professionals in their capacity as such that are employed by the "Named Insured;"

C. "Insured" includes "employee" but only for liability resulting from duties performed for a Named Insured.

D. "ALAE" shall mean all expenses, costs and any interest incurred in connection with the investigation, administration, adjustment, settlement or defense of any "claim" or suit that we directly allocate to a particular "claim", whether or not a payment is made.
allocate to a particular "claim", whether or not a payment is made.

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Local Business Tax Navigation

Account Detail

Search Results

Local Business Tax

Account	Property Type	Last Update
75041	BUSINESS TAX	4/8/2019 11:21:32 PM

Business Address:
NESTLE WATERS NORTH AMERICA, INC
7035 DAVIS CREEK RD
JACKSONVILLE FL 32256

Mailing Address:
NESTLE WATERS NORTH AMERICA, INC
7035 DAVIS CREEK RD
JACKSONVILLE FL 32256

Local Business Amount Due

Year	Owner Name	License	Amount Due
2018	NESTLE WATERS NORTH AMERICA, INC	2148730000	$0.00
		Total	$0.00

Exceptions

Appendix I

The Healthy Hydration Company™

A Division of Nestlé Waters North America Inc.

ReadyRefresh℠ by Nestlé Standard Terms and Conditions Rider

Nestlé Waters North America Inc. ("NWNA") and Customer, identified in the signature block below, have entered into an agreement on Customer's standard form for Customer to purchase product and, if applicable, receive other services from NWNA's ReadyRefresh℠ home and office delivery service (the "Agreement"). In addition to the provisions detailed in the Agreement, NWNA and Customer agree to the following ReadyRefresh℠ Standard Terms and Conditions (the "Terms and Conditions"). In the event of a conflict between the Agreement and the provisions outlined in the Terms and Conditions, and unless otherwise agreed to, these Terms and Conditions shall control.

1. **EQUIPMENT RENTAL:** If Customer requests, NWNA will lease to Customer, and Customer will pay NWNA lease payments for the Equipment. Customer acknowledges that this is a true lease, Customer has no equity or ownership rights in the Equipment. NWNA will install the Equipment, as applicable, at Customer's address provided by Customer to NWNA. **If Customer's negligence, abuse or misuse causes damage requiring repair or replacement, Customer will pay NWNA all such costs on demand.** The Equipment and multi-gallon bottles ("Bottles") are, and will at all times be, NWNA's sole and exclusive property, and Customer will have no right, title or interest except as provided in this Agreement. Customer can purchase the Equipment only if Customer and NWNA agree in writing and Customer assumes responsibility for all repair or replacement costs, unless specified in an applicable warranty, if any. Customer will use the Equipment and the Bottles only for NWNA's Products and will not reuse or refill the Bottles for any purpose whatsoever. Unless otherwise agreed to in writing by the Parties, if Customer wishes to exchange the Equipment for reasons not related to functional defects, Customer agrees to an additional $74.99 replacement fee (the "Non-Defect Equipment Replacement Fee") for each piece of equipment that is exchanged. If, upon NWNA's inspection of the Equipment, it is determined that the Equipment is in working condition, then the Non-Defect Equipment Replacement Fee will be applied to Customer's account.

2. **TERM OF THE AGREEMENT:** This Agreement shall cover the term set forth in the Agreement (the "Term"). Prior to the end of the Term, or any extended term, either party shall give the other a minimum of thirty (30) days' written notice of non-renewal. If no such notice is given, this Agreement will continue on a month to month basis until terminated by either party with thirty (30) days' advance written notice. Unless otherwise stated in the Agreement, NWNA, during the Term or any extended term, may terminate with or without cause with thirty (30) days' advance written notice.

3. **NWNA's POINT OF USE WATER FILTRATION EQUIPMENT INSTALLATION:** If Customer is using NWNA's Point of Use Water Filtration Equipment (the "POU System"), then NWNA will provide standard installation of the POU System. This includes one hour of labor and the installation of the equipment (included within 25 feet of the water/drain source; beyond that distance the cost will be charged to Customer as per NWNA's established price list) and damage caused solely by NWNA's faulty installation or equipment failure of the POU System while it is in Customer's location; provided, however, that NWNA shall not be responsible for damages caused by Customer's negligence, willful misconduct or breach of this Agreement. Customer shall be responsible for providing approval for installation, including but not limited to drilling holes, connections to plumbing, access to the POU System for servicing and removal of the POU System. Customer agrees that the POU System and related installation components remain the property of the NWNA and may be removed by NWNA at the end of this Agreement. Use of copper or other material specified by the Customer, or installations that require that NWNA contract with third party vendors, may result in additional installation or service fees. Any early termination of the Agreement by Customer will also result in a charge of $150 for the installation and removal costs to allow NWNA to recover those costs. NWNA on a periodic basis will maintain the POU System. This does not include external cleaning of unit. Non-scheduled or emergency service as well as any replacement parts will be billed in accordance with NWNA's established service pricing.

4. **THIRD-PARTY VENDORS:** NWNA may enter a third party relationship with a third party vendor which may service Customer on behalf of NWNA under the terms of the Agreement from time to time.

5. **ADDITIONAL CLEANING SERVICE:** As set forth on Exhibit A, attached hereto and made a part hereof, NWNA recommends that water dispenser(s) be professionally cleaned every three months. If Customer requests, NWNA or its assigned third party vendors, if applicable, will clean the Equipment at Customer's address provided by Customer to NWNA at an agreed upon time and place and at a price determined by NWNA and accepted by Customer (the "Cleaning Service"). If Customer elects to have the Equipment cleaned by NWNA, the Cleaning Fee set forth in Exhibit A shall be per unit cleaned per cleaning cycle. Customer acknowledges that, as part of

the Cleaning Service, NWNA may bring to and use on Customer's premises chemicals or other materials that may be hazardous to human health, may cause damage to the premises, or may cause damage to equipment owned or possessed by Customer. By requesting the Cleaning Service, Customer permits NWNA to use these chemicals and materials in the premises where the Cleaning Service will be performed.

6. **USE OF LEASED EQUIPMENT, INCLUDED EQUIPMENT AND NWNA'S BOTTLES:** Customer will at all times operate and maintain the Equipment and Bottles in a safe, sanitary and proper manner in accordance with NWNA's policies, including but not limited to cleaning the Equipment periodically and at least once every three months, as outlined in the NWNA-approved guidelines. Customer will (i) not remove the Equipment from Customer's location without NWNA's prior written consent, (ii) not alter the Equipment in any manner, (iii) permit only NWNA or its assigned third party vendors to repair the Equipment, (iv) notify NWNA immediately if the Equipment or any Bottles are stolen, lost, damaged or destroyed, and (v) keep the Equipment and Bottles free and clear of, and promptly notify the NWNA of, any levies, liens and encumbrances. Customer agrees and acknowledges that NWNA may enter Customer's premises at reasonable times to inspect and repair the Equipment and to deliver or pick up the Bottles.

7. **DISPUTES AND SERVICES:** (a) In the event Customer requires repair services or other related requests, such requests shall be made by calling NWNA's service number, which shall be provided by the NWNA Account Manager. In such cases, all service requests will be handled within three business days. NWNA may, at its option or Customer's request, replace defective Equipment with a comparable reconditioned unit if it deems that repair is not feasible on location. (b) In the event that the Customer is dissatisfied with the servicing of the Equipment listed herein, the Customer agrees to attempt a resolution with the Customer Service Department of NWNA. If the dispute is not resolved, the Customer agrees to notify the NWNA Account Manager for further assistance. (c) If Customer thinks that any invoiced amount is incorrect, it shall follow the instructions listed on the back of its invoice, which include but are not limited to submitting its dispute to NWNA's Customer Service Department by phone or in a written letter. All disputes must be submitted no later than thirty (30) days after the date of the first bill on which the error or problem first appeared. Customer is obligated to pay the parts of the invoice that are not in question.

8. **DEFAULT BY CUSTOMER; NWNA'S REMEDIES:** Customer will be in default if: (a) it fails to pay any amount when due (subject to any properly notified bona fide dispute); (b) it fails to perform or violates any other term or condition of this Agreement and fails to cure such violation within ten (10) days after the occurrence; (c) it abandons or abuses the Equipment or the Bottles; or (d) there is a voluntary or involuntary institution of a proceeding in bankruptcy against the Customer. Upon any default, NWNA will have the right to exercise any or all of the following cumulative remedies and any other rights or remedies it may have at law or in equity: (i) terminate this Agreement without relieving Customer of its accrued and continuing obligations; (ii) declare immediately due and payable as liquidated damages and not as penalty, all outstanding charges and restocking fees plus the balance of the Equipment, if applicable; (iii) repossess the Equipment and Bottles, Customer waiving notice, legal process, or liability for trespass or other damage; and (iv) NWNA may declare the Equipment a total loss, and Customer will pay NWNA its replacement value. Customer will pay all of NWNA's costs associated with Customer's default, including all reasonable collection and attorneys' fees.

9. **OFFICE COFFEE SERVICES:** If Customer purchases the additional Office Coffee Services, then Customer agrees to exclusively purchase coffee, allied products (including creamer, sugar, cocoa, teas, etc.) from NWNA for use with each coffee brewer that is leased under this Agreement. Customer agrees to purchase a minimum of 2 cases of coffee or $50 in allied products (including creamer, sugar, cups, teas, etc.) per brewer. If Customer does not purchase the minimum of 2 cases of coffee or $50 in allied products per brewer, then Customer will be charged a $25.99 Coffee Service Fee per delivery. Prices of commodities such as coffee, cocoa, sugar, paper and related products will be reviewed on a regular basis and are subject to increase at any time.

10. **CHARGES, SURCHARGES, FEES AND DEPOSITS:** Except as otherwise specifically stated in the Agreement, Customer will pay all charges for the Products, Equipment, purchased equipment, and all applicable surcharges, taxes and fees, including, without limitation, (a) all Bottle deposits up to $10 per Bottle and account deposits up to $100; (b) any applicable delivery fees of up to $10.00 per delivery; (c) if applicable, where a customer receives Equipment and skips more than two monthly deliveries in the twelve month period(s) beginning with the month in which service begins, NWNA reserves the right to charge a "Skip Fee" of $4.99 per month for each skipped month after the second skipped month; (d) all applicable State bottle deposits and redemption value on any free and purchased Products upon Customer's receipt of NWNA's invoice; and (e) the Coffee Service Fee, if applicable. NWNA may change its administrative, surcharges or other charges or deposit fees at any time with prior notice to Customer. If Customer does not pay any charge within thirty (30) days of the invoice date, Customer will pay NWNA the greater of (i) a late fee not to exceed $20 per month, or (ii) interest of 1.5% per month on any unpaid amount from the invoice date until paid. If the late fee or interest rate exceeds the maximum rate allowed by law, the late charge will be equal to such maximum rate. Customer will make all payments due without set-off, counterclaim or defense. Payment of invoice by Customer is an acknowledgment of acceptance and delivery. In the event that Customer qualifies as a tax exempt organization under the United States Internal Revenue Code, it will provide any required documentation as reasonably requested by NWNA.

11. **DISCLAIMER OF WARRANTY:** NWNA DOES NOT MANUFACTURE THE EQUIPMENT PROVIDED TO CUSTOMER, IF ANY, AND, UNLESS OTHERWISE SPECIFICALLY SET FORTH IN WRITING BY NWNA, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS SUITABILITY OR FITNESS FOR ANY PURPOSE OR MERCHANTABILITY. CUSTOMER ACCEPTS THE EQUIPMENT "AS IS." NO DEFECT IN OR UNFITNESS OF THE EQUIPMENT, NO LOSS OR DAMAGE AND NO OTHER

CONDITION WHATSOEVER WILL RELIEVE OR SUSPEND CUSTOMER'S OBLIGATIONS, WHICH ARE ABSOLUTE AND UNCONDITIONAL. TO THE FULL EXTENT PERMITTED BY LAW, NWNA WILL INCUR NO LIABILITY WHATSOEVER TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THE CLEANING SERVICE OR ANY DEFECT IN OR CONDITION OF THE EQUIPMENT OR ITS USE, OPERATION OR FUNCTION.

12. **RISK OF LOSS; HOLD HARMLESS:** Customer assumes the risk of loss or damage to the Equipment and Bottles in Customer's possession and will be responsible for all liability resulting from their use and operation. Customer will pay NWNA, upon demand, costs to repair or replace any lost, stolen, damaged or destroyed Equipment and/or bottles, as determined by NWNA. Customer assumes risk of loss or damage arising out of the Cleaning Service, including loss or damage to the premises, to human health, or to equipment owned or possessed by Customer (including the invalidation of any warranty relating to such equipment). Customer will, to the full extent permitted by law, indemnify, defend, and hold NWNA, its parent, affiliates, officers, directors, employees and agents harmless from any loss, damage, liability, cost, fine or expense, including without limitation, reasonable attorneys' fees, incurred in connection with this Agreement. This provision will survive termination or expiration of this Agreement. NWNA shall indemnify and hold Customer harmless against any and all liability, loss, damage cost or expense of whatever kind (including attorney's fees in actions brought by third parties) arising out of the sole negligence of NWNA.

13. **ASSIGNMENT:** Customer may not directly or indirectly transfer any of its rights under this Agreement and will not allow any third party to take possession of the Equipment or bottles without NWNA's prior written consent. Customer will keep the Equipment and bottles free and clear of levies, liens and encumbrances and will promptly notify Lessor of any third party seizure, levy, lien, or encumbrance regarding the Equipment or Bottles.

14. **NWNA EMPLOYEE BACKGROUND CHECKS:** NWNA represents and warrants that it conducts certain pre-employment background screenings to its employees which include but may not be limited to: (i) felony and misdemeanor record searches; (ii) national criminal background searches; and (iii) 5 panel eCup drug screenings with MRO or its substantial equivalent.

15. **NOTICE:** All notices required or permitted to be given hereunder shall be in writing and personally delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth above with a copy addressed to Nestlé Waters North America Inc., Attention: General Counsel, Legal Department, 900 Long Ridge Road, Building 2, Stamford, CT 06902 and to such other addresses as may be supplied in writing by one party to the other. Notice shall be deemed given when received as evidenced by the return receipt or the date such notice is first refused, if that is the case.

CUSTOMER:

Customer Name: _____ Address: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

NWNA:

Signature: _____ Date: _____

Print Name: _____ Title: _____