



**Bottle Water Services**  
**Request for Quotation (RFQ) Number: 1226-26201**

**General Overview**

The Jacksonville Aviation Authority (JAA) is seeking a company to provide bottle water services for Jacksonville International Airport (JAX), which includes, but not limited to, the JAA Administration Building, Garage and Receiving; Cecil Airport, Craig Airport and Herlong Airport.

\*The estimated annual usage of five (5) gallon containers of water is 1,345.

**\*Requirements Contract: Contractor signifies its understanding and agreement by responding to this solicitation that resulting Contract will be a requirements contract, under which JAA does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when JAA identifies a need and issues a written purchase order or notice to proceed.**

**Scope of Services**

The Contractor will be responsible for services to include, but are not limited to the following:

- Provide water coolers
- Provide cups for each cooler
- Provide five (5) gallon containers of bottle Spring water
- Provide 4, 12 or 16 ounce bottle Spring water, as requested by JAA
- Perform inspections on all water coolers to check for algae, slime, mineral deposits, etc. on a bi-monthly (every two months) basis.
- Replace water coolers as needed or requested.
- Provide bottle water racks

**Spare Coolers**

The Contractor will provide five (5) coolers, which JAA will keep in inventory. JAA will use the coolers as needed to replace broken coolers. JAA will return the broken cooler to the Contractor and the Contractor will replenish the spare cooler inventory accordingly. The Contractor must indicate on the Quotation Form if there is a fee associated with the spare coolers.

**Delivery and Delivery Locations**

The Contractor should submit a proposed delivery schedule with its Quotation Form.

The JAA will coordinate the delivery locations with the successful company.

**Delivery/Pickup Documentation**

Contractor shall supply written count/receipt immediately upon all delivery and pickup of bottles and/or coolers. The documentation for all JAX deliveries, including surrounding locations, shall be submitted to the JAA Procurement Department, which is located in the JAA Administration Building. The receipts for Cecil Airport, Jacksonville Executive at Craig Airport and Herlong Airport shall be left at the respective location.

## **Changes in Services**

The JAA, without invalidating the Contract, may modify services or make changes by altering, adding to, or deducting from the services, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the work and the Contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

## **Addenda**

No interpretation of the meaning of neither any part of the RFQ, nor corrections of any apparent ambiguity, inconsistency or error herein, will be made to any Proposer orally. Every request for written interpretations or corrections **MUST** be writing via US Mail, fax, or e-mail to:

Jacksonville Aviation Authority  
Procurement Department  
Attn: Marilyn V. Fryar  
14201 Pecan Park Road South  
Jacksonville, FL. 32218  
Fax: 904-741-2350  
E-mail: marilyn.fryar@flyjacksonville.com

All requests must be received by 5:00 PM (local time) five (5) business days before the March 7, 2012 Quotation due date to given any consideration.

## **Indemnification**

Any Contract resulting from the RFQ will include the following provisions:

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the JAA, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Contractor's work or services under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Contractor, Contractor's Subcontractor(s) or anyone directly or indirectly employed or hired Contractor, or anyone for whose acts Contractor may be liable. The JAA reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

## **Insurance**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as JAA's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

**Commercial General Liability:** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability nor Professional Liability.

**Business Automobile Liability:** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 (non-AOA access) Each Occurrence. Contractor further

agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. In the event the contractor requires AOA access, then the Business Automobile Liability Limit will be not less than \$5,000,000

**Worker's Compensation Insurance & Employers Liability.** Contractor shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.

**Additional Insured:** Contractor agrees to endorse JAA as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement or similar endorsement, to the Commercial General Liability and Business Auto Liability. The Additional Insured shall read "Jacksonville Aviation Authority."

**Waiver of Subrogation:** Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance:** Contractor agrees to provide JAA a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

Jacksonville Aviation Authority  
Risk Management Department  
14201 Pecan Park Road South  
Jacksonville, FL 32218

**Umbrella or Excess Liability:** Contractor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. CONTRACTOR agrees to endorse JAA as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

**Right to Revise or Reject:** JAA reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the JAA reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due

#### **Responsibilities Of The Contractor**

- A. A mandatory post award conference will be scheduled after the Contract is awarded which is normally held within ten (10) business days after contract award. The Contractor will furnish the certificates of insurance, copies of licenses, permits and other items required by the JAA. **The delivery and installation schedule shall be coordinated at the post award conference.**

- B. The Contractor will begin the services as described in the Contract upon issuance of a written Notice to Proceed by the JAA.
- C. The Contractor will have a competent Contractor's Representative on the job at all times when services are being performed with full authority from the Contractor and who is satisfactory to the JAA. All representatives must be thoroughly familiar with the Contract terms as well as the following:
1. Provide an adequate work force to service the JAA according to Contract requirements.
  2. Provide sufficient backup personnel to cover absenteeism or existing work force hours to compensate for absent personnel.
- D. All employees/subcontractors/independent operators of the Contractor assigned to Jacksonville International Airport (JAX) must obtain a JAA Security Badge, at the sole expense of the Contractor. The Contractor will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a ten (10) year employment history and background check, issuance and wearing of security badges. Any fines incurred by the JAA for violations of any FAA regulations by Contractor employees will be charged to the Contractor, and if not promptly paid by the Contractor may result in termination of the Contract. See **Exhibit B** for the JAA form "Application and Certification Official Signature", which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Contractor may not be issued a security badge. Any employee of the Contractor found by the JAA to have been issued a security badge in violation of FAA guidelines will be required to immediately surrender their badge and be removed from JAA property. **A SECURITY BADGE IS REQUIRED FOR THIS CONTRACT.**
- E. Any vehicles used by Contractor employees will have the company name clearly visible with a sign on the side or with an easily readable placard or sign in the front window and will only be parked in designated parking areas. All items brought into the JAX Terminal or moved into security zones must be cleared through the applicable security control checkpoints.
- F. In addition to all JAA security rules and regulations, which will be provided to the Contractor at the post award conference, the Contractor will inform their employees, and ensure their compliance with the following:
- (1) No illegal guns, knives or other weapons are allowed on the JAA premises.
  - (2) No drugs or other prohibited substances, including alcohol, are allowed on the JAA premises.
  - (3) All building regulations concerning smoking.
- G. The Contractors/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.
- H. The Contractor is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- I. The Contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on JAA property at the sole discretion of JAA. This is for the protection of users of the Airport.

### **Term of Agreement**

The Contract term will be for an initial one (1) year period, with four (4), one-year renewal options available at the sole option of the JAA. The Contract may be terminated at any time with thirty (30) days written notification, with or without cause, by the JAA. All JAA Contracts are subject to the availability of budgeted funds.

### **Award of Agreement**

The JAA reserves the right to accept and reject any or all quotes, in whole or in part. The JAA shall be under no obligation or duty to award the agreement to the lowest proposed price. The JAA reserves the right to award the agreement to the company or companies submitting the quote which will be the most advantageous and beneficial to the JAA. The JAA will be the sole judge of which quote(s) will be in its best interest and its decision will be final.

### **Invoices**

The Contractor shall submit one invoice to include all delivery locations. The invoice shall include a break down of the cooler rental fee, quantity and size of water delivered, quantity of cups delivered and price per location.

### **Payment Terms**

Compensation will be paid in accordance with the Contractor's proposed price submitted on the Quotation Form. An original and one copy of the invoice, which must reference the purchase order number, should be mailed to the JAA, Attn: Accounts Payable, 14201 Pecan Park Road South. Invoices will be processed in accordance with normal JAA procedures, which is thirty (30) days net after receipt of an approved invoice.

### **JAA Right To Terminate Contract**

This Contract may be terminated by the JAA in accordance with this clause whenever the JAA determines that such termination is in the best interest of the JAA. Such termination will be effected by a thirty (30) day prior written notice to the Contractor stating the date upon which such termination becomes effective.

JAA may terminate the contract should the Contractor have repeated and sustained Federal Aviation Administration (FAA) and / or Transportation Security Administration (TSA) security regulation violations or as determined by JAA.

Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract. If such Contract is terminated, the JAA reserves the right to open negotiations with the next rank Proposer until a successful completion of negotiations and execution of a Contract.

Termination of this Agreement in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.

### **Changes In Personnel**

The Contractor will notify the JAA contact in writing, prior to affecting a personnel change concerning the personnel assigned to the Contract. The JAA will have the right to reject any personnel assigned to perform work under this Contract.

### **Time Requirement**

For every requirement of this Agreement, time is of the essence.

### **Performance Meetings**

The Contractor is required to attend quarterly performance meetings that will be held at a time and place to be designated by the JAA. The intention of this meeting is to provide a forum for the JAA and the Contractor to identify areas of concern so they can be resolved in a timely manner. The JAA may elect to switch to monthly meeting during the term of the contract period.

### **Performance Standards**

The standards by which the Contractor's performance will be evaluated are set forth as stated below. The Contractor's failure to meet and maintain these standards, after receipt of written notice to correct such deficiencies, immediately or within twenty-four (24) hours notice may result in the following or termination of the Contract.

- a. **Security Badge Violation** – This violation applies in the event Contractor employee(s) arrive to JAX without a security badge and requires an escort by JAA personnel.

**DEDUCTION FOR SECURITY BADGE VIOLATION: \$250 per occurrence.**

- b. **Service Level Expectations** – The Contract will have an initial thirty (30) days transition period. After the initial transition period, if the JAA has to request water delivery for a location missed during normal delivery, the Contractor's invoice is subject to deduction.

**DEDUCTION FOR SERVICE LEVEL EXPECTATIONS:** If Contractor receives two (2) complaints within a one (1) month period, JAA will deduct 15% from the monthly invoice, per occurrence.

### **Deadline for Submitting Quotations**

**ALL QUOTATIONS MUST BE SUBMITTED BY MARCH 7, 2012, 2:00 PM (LOCAL TIME)**

Any Quotations received after the above stated time and date will NOT be accepted and/or evaluated. Each Contractor is fully responsible for ensuring that its Quotation is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by email, US mail, public carrier or otherwise.

### **Delivery of Quotes**

An original of the proposal and any supplemental material should be submitted via US mail, e-mail or fax to: Jacksonville Aviation Authority, Procurement Department, Attn: Marilyn Fryar, 14201 Pecan Park Road South, Jacksonville FL 32218. Email: [marilyn.fryar@flyjacksonville.com](mailto:marilyn.fryar@flyjacksonville.com), Fax: 904.741.2350.

(The remainder of this page has been intentionally left blank)

**QUOTATION FORM**  
**Bottle Water Services, RFQ #1226-26101**

**(Page 1 of 4)**

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

Contact Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

1. Submit documentation indicating the company's experience with providing bottle water delivery services.
2. Submit documentation that the company is authorized to do business in the State of Florida.
3. Proposed Fees:

**(RATES OR A PERCENTAGE INCREASE MUST BE SUBMITTED FOR THE OPTION YEARS.)**

**INITIAL YEAR #1**

Cooler Rental – Cold	\$ _____ per cooler, per month
Cooler Rental – Cold/Hot	\$ _____ per cooler, per month
Spring Water, 5 Gallon	\$ _____ per bottle
5 Gallon Bottle Deposit, if applicable	\$ _____ per bottle
Spring Water 4 ounce <i>(Specify quantity per case)</i>	\$ _____ per case, _____ bottles per case
Spring Water 12 ounce <i>(Specify quantity per case)</i>	\$ _____ per case, _____ bottles per case
Spring Water 16 ounce <i>(Specify quantity per case)</i>	\$ _____ per case, _____ bottles per case
Cups, Cone <i>(Specify quantity per package)</i>	\$ _____ per package
Spare Cooler Fee:	\$ _____ per cooler, per month
*Other Fees <i>(Specify below)</i>	\$ _____

\_\_\_\_\_  
\_\_\_\_\_

**Specify Contractor Observed Holidays:**

\_\_\_\_\_  
\_\_\_\_\_

**Specify Contractor Proposed Delivery Frequency:**

\_\_\_\_\_  
\_\_\_\_\_

(The remainder of this page has been intentionally left blank)

**QUOTATION FORM**  
**Bottle Water Services, RFQ #1226-26101**

(Page 2 of 4)

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

**OPTION YEAR #1**

Cooler Rental – Cold	\$ _____ per cooler, per month
Cooler Rental – Cold/Hot	\$ _____ per cooler, per month
Spring Water, 5 Gallon	\$ _____ per bottle
5 Gallon Bottle Deposit, if applicable	\$ _____ per bottle
Spring Water 4 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Spring Water 12 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Spring Water 16 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Cups, Cone ( <i>Specify quantity per package</i> )	\$ _____ per package
Spare Cooler Fee:	\$ _____ per cooler, per month
*Other Fees ( <i>Specify below</i> )	\$ _____

**Specify Contractor Observed Holidays:**

\_\_\_\_\_

\_\_\_\_\_

**Specify Contractor Proposed Delivery Frequency:**

\_\_\_\_\_

\_\_\_\_\_

**OPTION YEAR #2**

Cooler Rental – Cold	\$ _____ per cooler, per month
Cooler Rental – Cold/Hot	\$ _____ per cooler, per month
Spring Water, 5 Gallon	\$ _____ per bottle
5 Gallon Bottle Deposit, if applicable	\$ _____ per bottle
Spring Water 4 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Spring Water 12 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Spring Water 16 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Cups, Cone ( <i>Specify quantity per package</i> )	\$ _____ per package
Spare Cooler Fee:	\$ _____ per cooler, per month
*Other Fees ( <i>Specify below</i> )	\$ _____

**Specify Contractor Observed Holidays:**

\_\_\_\_\_

\_\_\_\_\_

**Specify Contractor Proposed Delivery Frequency:**

\_\_\_\_\_

\_\_\_\_\_

**QUOTATION FORM**  
**Bottle Water Services, RFQ #1226-26101**

(Page 3 of 4)

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

**OPTION YEAR #3**

Cooler Rental – Cold	\$ _____ per cooler, per month
Cooler Rental – Cold/Hot	\$ _____ per cooler, per month
Spring Water, 5 Gallon	\$ _____ per bottle
5 Gallon Bottle Deposit, if applicable	\$ _____ per bottle
Spring Water 4 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Spring Water 12 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Spring Water 16 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Cups, Cone ( <i>Specify quantity per package</i> )	\$ _____ per package
Spare Cooler Fee:	\$ _____ per cooler, per month
*Other Fees ( <i>Specify below</i> )	\$ _____

**Specify Contractor Observed Holidays:**

\_\_\_\_\_

\_\_\_\_\_

**Specify Contractor Proposed Delivery Frequency:**

\_\_\_\_\_

\_\_\_\_\_

**OPTION YEAR #4**

Cooler Rental – Cold	\$ _____ per cooler, per month
Cooler Rental – Cold/Hot	\$ _____ per cooler, per month
Spring Water, 5 Gallon	\$ _____ per bottle
5 Gallon Bottle Deposit, if applicable	\$ _____ per bottle
Spring Water 4 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Spring Water 12 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Spring Water 16 ounce ( <i>Specify quantity per case</i> )	\$ _____ per case, _____ bottles per case
Cups, Cone ( <i>Specify quantity per package</i> )	\$ _____ per package
Spare Cooler Fee:	\$ _____ per cooler, per month
*Other Fees ( <i>Specify below</i> )	\$ _____

**Specify Contractor Observed Holidays:**

\_\_\_\_\_

\_\_\_\_\_

**Specify Contractor Proposed Delivery Frequency:**

\_\_\_\_\_

\_\_\_\_\_

**QUOTATION FORM**  
**Bottle Water Services, RFQ #1226-26101**

(Page 4 of 4)

**FAILURE TO SIGN YOUR QUOTE WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN REJECTION OF THE QUOTE.**

Authorized Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder is a:     Corporation     Partnership     Individual

Remittance Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(The remainder of this page has been intentionally left blank)

**EXHIBIT A**

**CONFLICT OF INTEREST CERTIFICATE**

Proposer 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 proposal.

**SECTION I**

I hereby certify that no official or employee of the JAA requiring the goods or services described in these specifications has any financial interest in this company.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

**SECTION II**

I hereby certify that the following named JAA official(s) and/or employees(s) has a financial interest(s) in this company have filed Conflict of Interest Statements with the JAA Executive Director's / CEO Office, 14201 Pecan Park Road South, Jacksonville, FL 32218 prior to the time of proposal opening.

Name	Title or Position	Date of Filing
------	-------------------	----------------

_____	_____	_____
-------	-------	-------

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name of Official (type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

**SECTION III**

**PUBLIC OFFICIAL DISCLOSURE**

The JAA requires that a public official who has a financial interest in a bid, proposal or contract make a disclosure at the time that the bid, proposal or contract is submitted or at the time that the public official acquires a financial interest in the bid, proposal or contract. Please provide disclosure, if applicable, with proposal.

Public Official: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position/Relationship with Proposer: \_\_\_\_\_

**EXHIBIT B**  
**SECURITY REGULATION PACKET**

(The remainder of this page has been intentionally left blank)