

CS-16-79

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO. **NC16-Q010 CM2384**

16 OCT 2016

CONTRACTOR INFORMATION

Name: D. S. Services of America, Inc.

Address: 2300 Windy Ridge Suite 500 N. Atlanta, Georgia 30339

City State Zip

Contractor's Administrator Name: Bob Spera Title: Account Representative

Tel#: (904) 598-4785 Fax: (678) 460-3665 Email: bspera@dsservices.com

CONTRACT INFORMATION

Contract Name: Bottled Water Services Contract Value: Estimated \$13,311.32

Brief Description: Provide County Facilities with Water Dispensers and Bottled Water, cups and litter bottles as indicated on scope of service.

Contract Dates : From: 12/01/16 to: 11/30/18 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 10-19-16
Department Head Signature Date
2. [Signature] 11/21/16
Contract Management Date
3. [Signature] 11-22-16
Office of Management & Budget Date
4. [Signature] 11/22/16
County Attorney (approved as to form only) Date

Facilities Maintenance Dept.
Submitting Department

Several Accounts :01073519, 01074712, EOC, Animal Control, Fire Rescue, Solid Water, Road Dept

Funding Source/Acct #

rental ob: 544000 ob;
supplies 552000 ob;

Comments: _____

COUNTY MANAGER FINAL SIGNATURE APPROVAL

[Signature] 11/22/16
Ted Selby Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

CONTRACT FOR BOTTLED WATER SERVICE

THIS CONTRACT entered into this _____ day of _____, 2016, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and **D. S. SERVICES OF AMERICA, INC.**, 2300 Windy Ridge Parkway, Suite 500 N, Atlanta, GA 30339, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received written quotes for Bottled Water Service for use by all Departments throughout the County, Quote Number NC16-Q010, on October 5, 2016 at 4:00 p.m.; and

WHEREAS, the Facilities Maintenance Department determined that D. S. Services of America, Inc. was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "A"; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish services as further described in the Scope of Services attached hereto as Exhibit "B" and made a part hereof.

SECTION 2. Receiving/Payment/Invoicing

The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until services have been received, inspected and accepted by the County as set forth in Section 3. Payment will be accomplished by submission of an invoice for each location for which services have been provided, with the contract number referenced thereon and mailed to the responsible department addresses listed in the Scope of Services attached hereto as Exhibit "B". Payment in advance of receipt of services by Nassau County cannot be made. The invoices submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded quote.

SECTION 3. Acceptance of Goods/Services

Receipt of an invoice shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough review indicates that the performance meets bid specifications and conditions as determined by the County Manager or his designee. Should the County Manager or his designee agree to accept the performance on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 4. Inspection/Acceptance Title

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or it's using Department.

SECTION 5. Firm Prices

Prices for services covered in the specifications shall be firm; net delivered to the ordering agency, no additional fees or charges shall be accepted.

SECTION 6. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable

federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

SECTION 10. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract.

SECTION 11. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

SECTION 12. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 13. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 14. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract and is in default.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part, said determination shall be in writing for convenience, by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. The written termination should be signed by the County Manager or his designee. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations,

if the performance meets the specifications and conditions as determined by the County, to the extent such responsibility has not been excused by breach or default of the Vendor.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 17. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

SECTION 18. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 19. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County.

SECTION 20. Period of Contract/Option to Extend or Renew

This Contract shall begin on December 1, 2016 and shall end on November 30, 2018. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall not exceed five (5) years in length. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Exercise of Option

If the County desires to enter into an option period, the County shall request, in writing, from the Vendor their written statement of intent to enter into an extension of the performance period. The County may provide written request for extension a minimum of thirty (30) days prior to the expiration date.

SECTION 22. Probationary Period

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated by the County Manager or his designee, based on the performance of the Vendor as determined by the County Manager.

SECTION 23. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's performing services under this Contract. The Vendor and any employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 24. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits,

including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

Workers' Compensation: The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 for bodily injury caused by an accident, each accident; \$100,000 for bodily injury caused by a disease, each employee; \$500,000 for bodily injury caused by a disease, policy limit.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate; and \$2,000,000 Products-Completed Operations Aggregate. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Personal and Advertising Liability, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s)

shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". Above stated insurance policies will be endorsed to unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. A copy of the policy endorsements must be included with the Certificate of Insurance. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 25. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the

Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 26. PUBLIC RECORDS

The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE 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 CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097.** Under this agreement, to the extent that the contractor/vendor/consultant is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the contractor/vendor/consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 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 the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If a contractor/vendor/consultant does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

SECTION 27. Entire Agreement

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



TED SELBY, COUNTY MANAGER
Its: Designee

[Signatures continued on next page]

Contract No. CM2384
Quote Number: NC16-Q010

D. S. SERVICES OF AMERICA, INC.

By: Mark Campbell
Its: VP Sales

STATE OF Georgia
COUNTY OF Fulton

Before me personally appeared, Mark Campbell, who is personally known or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of November, 2016.

Thalia C. Strong
Notary Signature

Notary Public-State of Georgia at large

My Commission expires:

THALIA C STRONG
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 14, 2018

NC 16-0010



Received on

OCT 04 2016

Quote Number NC16-0010
Name: Bottled Water Service
N.C. BOCC

Request for Written Quotation Form
Nassau County Board of County Commissioners

Requesting Department: Facilities Maintenance Date: 9/21/2016
Department Address: 45195 Musselwhite Road Callahan, FL. 32011
Contact: Suzie Fontes Contact email: sfontes@nassaucountyfl.com
Phone: (904) 530-6120 Fax: (904) 879-3751

Item	Description	Estimated Annual Quantity	Unit Price	Extended Price
1	Bottled Water- 5 gallon container	2944	\$ 3.25	\$ 9,568.00
2	Bottled Water- 1/2 liter bottles in case of 24 bottles (per case price)	489	\$ 4.99	\$ 2,440.11
3	Paper Cone Cups- 4.25 ounces in sleeve of 200 cups (per sleeve)	148	\$ 2.99	\$ 442.52
4	Plastic Flat Bottom Cups- 9 ounces in sleeve of 50 cups (per sleeve)	220	\$ 2.99	\$ 657.80
5	Styrofoam Cups- 8 ounces (per sleeve)	44	\$ 0.75	\$ 33.00
6	Paper Hot Drink Flat Bottom Cups - 10 ounces (per sleeve)	24	\$ 3.49	\$ 83.76
7	Dispenser - Hot and Cold water (per month)	67	\$.99	\$ 66.33
8	Dispenser- Cold water only (per month)	9	\$.99	\$ 8.91
9	Dispenser- Room Temperature and Cold water (per month)	11	\$.99	\$ 10.89
SEE ATTACHED SHEET FOR SPECIFICATIONS				
			TOTAL	\$13,311.32

Please submit written response by: October 5, 2016 at 5:00 PM
(Date)

BIDDER TO ATTACHED COST PROPOSAL AND RETURN TO THE ADDRESS ABOVE

- All charges must be on your quotes in order to be considered and this RFQ must be filled out, signed and returned to be considered. Nassau County Does not fill out Credit Applications. Payment is per Florida Statutes 218.73 & 218.74.
- Request a reply for a "No Quote": These forms must be completed and returned even if it's a "No Quote"
- If two or more vendors respond with identical pricing, the winner will be determined by the bid that was received first.
- See additional Purchase Order Terms & Conditions (Attachment A) and Insurance Requirements (Attachment B)

Vendor Name: D.S Water -
Address: 2300 Windy Ridge Pkwy. Ste. 500W
Atlanta, GA 30339
Phone: 904-598-4785 Fax: 678-460-3665
Contact: BOB SPERA Email: Bspera@DSservices.com

This written quote from our Company is valid for 90 days.

[Signature] _____ 9/29/16
Signature Date

Comments: _____

**BOTTLED WATER SERVICES
TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE
QUOTE NC16-Q010**

1. Vendor shall deliver drinking water to various Nassau County departments as needed to the following locations and the billing to be sent as indicated:

Bill to: Facilities Maintenance Office, 45195 Musselwhite Road, Callahan, FL 32011

For the following locations:

- Facilities Maintenance, 45195 Musselwhite Road, Callahan, FL 32011
- Callahan Extension Office, 543350 US Highway 1, Callahan, FL 32011
- Callahan Property Appraiser, 45401 Mickler Street, Callahan, FL 32011
- Bryceville Community Center, 7280 Motes Road, Bryceville, FL 32009
- Yulee Extension Office, 86026 Pages Dairy Road West, Yulee, FL 32097
- Yulee County Building, 86026 Pages Dairy Road West, Yulee, FL 32097
- Public Service Building, 96161 Nassau Place, Yulee, FL 32097
- James S Page Governmental Complex, 96135 Nassau Place, Yulee, FL 32097
- Fernandina Beach Health Clinic, 30 South 4th Street, Fernandina Beach, FL 32034
- Callahan Health Clinic, 45377 Mickler Street, Callahan, FL 32011
- Yulee Health Clinic, 86014 Pages Dairy Road West, Yulee, FL 32097
- Judicial Complex Courthouse, 76347 Veterans Way, Yulee, FL 32097
- Historic Courthouse, 416 Centre Street, Fernandina Beach, FL 32034

Bill to: Nassau County Public Libraries, 25 North 4th Street, Fernandina Beach, FL 32034

For the following locations:

- Callahan Branch Library, 450077 State Road 200, Suite 15, Callahan, FL 32011
- Fernandina Branch Library, 25 North 4th Street, Fernandina Beach, FL 32034

Bill to: Nassau County Fire Rescue, 96160 Nassau Place, Yulee, FL, 32097

For the following locations:

- Fire Rescue Headquarters, 96160 Nassau Place, Yulee, FL , 32097
- Fire Station 30, 86028 Pages Dairy Road, Yulee, FL 32097
- Fire Station 50, 542310 US Highway 301, Callahan, FL 32011
- Fire Station 70, 96031 Pine Grove Road, Fernandina Beach, FL 32034

Bill to: Nassau County Road & Bridge Department, 37356 Pea Farm Road, Hilliard, FL, 32046

For the following locations:

- Road and Bridge Hilliard Yard, 37356 Pea Farm Road, Hilliard, FL 32046
- Road and Bridge Bailey Yard, 3163 Bailey Road, Fernandina Beach, FL 32034

Billing and the Delivery information is the same for the following locations:

- Emergency Management, 77150 Citizens Circle, Yulee, FL 32097
- Animal Services, 86078 License Road, Fernandina Beach, FL 32034
- Solid Waste, 46026 Landfill Road, Callahan, FL 32011

2. Locations anywhere within Nassau County may be added to or removed from the list at any time.
3. Deliveries will be to various locations within Nassau County at no delivery charge. Deliveries shall be made within three (3) days of receipt of purchase order.
4. All deliveries must be signed for and delivery tickets left at location unless County approves otherwise for specific locations.
5. No deliveries shall be left outside of locations that are not open and occupied unless County approves otherwise for specific locations.
6. Nassau County will not pay any fuel surcharges or tax associated with delivery service.
7. The quantities listed on the price sheet are estimated quantities for a one (1) year period for aid in quote preparation only. Orders will be in varying quantities and have no minimum quantity restrictions with delivery F.O. B. destination direct to those offices. Nassau County reserves the right to increase or decrease total quantities as necessary.
8. Vendor is responsible for providing full bottles, picking up empty bottles, and replacing them with full bottles as needed by each Nassau County location.
9. Nassau County desires not to be charged for deposits, damaged, or lost bottles.
10. In the event that an item is received and later determined to be damaged, the item(s) must be replaced by the vendor at no cost to Nassau County.
11. Vendor shall be responsible for compiling usage figures/amount semi- annually and providing written documentation electronically to Nassau County Contract Management.
12. Vendor shall provide invoices to individual departments/delivery locations for their purchases.
13. An initial two year contract with renewal options (not to exceed a five year period) shall be awarded resulting from this Request for Quotation.

DS Services of America, Inc.
Exceptions Memorandum

The following are clarifications or exceptions taken by DS Services of America, Inc. ("DS Services") in connection with the Request for Bottled Water Service (NC16-Q010) issued by Nassau County Board of County Commissioners.

TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE

3. Deliveries. The initial equipment setup and delivery for each location shall occur within ten (10) days from receipt of order. Subsequent deliveries shall be on a routine, scheduled replenishment basis – weekly, bi-weekly or monthly dependent upon the needs of each location. Special orders outside of scheduled delivery shall be made within two to three business days.

NASSAU COUNTY STANDARD PURCHASE ORDER TERMS AND CONDITIONS

21. Indemnification. Vendor shall be responsible for claims under this Section except to the extent any such claim is due to the negligence of the County.

ATTACHMENT B - GENERAL INFORMATION AND INSURANCE REQUIREMENTS

Commercial General Liability does not apply to Per Project. Commercial General Liability is \$1,000,000 per occurrence and \$2,000,000 general aggregate.

The Insurance policy allows for email notice may be in the event of cancellation. The County would need to designate an email address.

Additional Insured requirement shall not include completed operations. "Operations include ongoing and completed operations" shall not be included on Insured forms.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com	CONTACT NAME: (ATL) Alfreda Jenkins PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: ajenkins@beechercarlson.com INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B: Safety First Insurance Company</td> <td>11123</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Safety National Casualty Corporation	15105	INSURER B: Safety First Insurance Company	11123	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
INSURER A: Safety National Casualty Corporation	15105														
INSURER B: Safety First Insurance Company	11123														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED DS Services of America, Inc (See Attached Named Insured Schedule) 2300 Windy Ridge Parkway Suite #500N Atlanta GA 30339															

COVERAGES **CERTIFICATE NUMBER: 32200003** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			CAS 4051991 UM/UIM If Statutorily Req Med Pay \$5K	11/7/2015	11/7/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDS 4045105 (AOS) FLS 4047381 (OR) PS 4045108 (WI)	11/7/2015 11/7/2015 11/7/2015	11/7/2016 11/7/2016 11/7/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County Board of County Commissioners are included as Additional Insured as respects to Auto Liability to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insured(s) is primary and non-contributory as per the policy language. Waiver of Subrogation applies per attached endorsement(s) or policy language. Policy provisions allow 30 days notice of cancellation.

CERTIFICATE HOLDER Nassau County Board of County Commissioners 45195 Musselwhite Road Callahan FL 32011	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> Sharon D. Brainard </div>
---	---

Named Insured Matrix

DS Services of America, Inc.
Sparkletts
Crystal Springs
Kentwood Springs
Sierra Springs
Alhambra
Belmont Springs
Mount Olympus
Hinckley Springs
The Standard Companies Inc.
Relyant Coffee Equipment Services
Standard Coffee Services
Mile-Hi Dr I, LLC
Mile-Hi Dr II. LLC
Mile-Hi Dr Acquisition, LLC
Crystal Drop Water Company
Deep Rock Water Company
Deep Rock Water Co dba Glenwood Inglewood
Mile-Hi Deep Rock Holdings, LLC dba Deep Rock Water Co
Standard Water Filtration
DS Water Enterprises, Inc
Polycycle Solutions, LLC
Crystal Springs of Alabama Holdings, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

<p>Name of Additional Insured Person(s) or Organization(s): Person(s) or Organization(s) as required by written contract.</p> <p>Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.</p>

CHANGE

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- (1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).
- (2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
 - (a) If the "accident" takes place subsequent to the execution and effective date of such written contract: and,
 - (b) While such written contract is in force, or until the end of the policy period, which ever occurs first.
- (3) **How Limits Apply to Additional Insured(s)**
 The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:
 - (a) The limits of insurance specified in the written contract or written agreement; or,
 - (b) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

- (4) **Exclusions**
 - (a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.
 - (b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

(5) Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/07/2015

Policy No. CAS4051991

Endorsement No.

Named Insured DS SERVICES OF AMERICA, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

10/3/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

"Blanket" basis as required by written contract or written agreement when such written contract or written agreement is executed prior to an "accident", that results from the ownership, maintenance or use of a covered "auto".

Any individually scheduled waivers shall not be construed to override nor negate this blanket waiver.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/07/2015

Policy No. CAS4051991

Endorsement No.

Named Insured DS SERVICES OF AMERICA, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

10/3/2016

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/07/2015 Policy No. LDS4045105 Endorsement No.
Insured DS SERVICES OF AMERICA, INC. Premium \$ Included
Insurance Company Safety National Casualty Corporation
Countersigned By _____

WC 00 03 13 (04 84)

Page 1 of 1

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Cott Corporation and its subsidiaries	
POLICY NUMBER See Certificate Number: 570062304054			
CARRIER See Certificate Number: 570062304054	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Named Insured Matrix

DS Services of America, Inc.
 Sparkletts
 Crystal Springs
 Kentwood Springs
 Sierra Springs
 Alhambra
 Belmont Springs
 Mount Olympus
 Hinckley Springs
 The Standard Companies Inc.
 Relyant Coffee Equipment Services
 Standard Coffee Services
 Mile-Hi Dr I, LLC
 Mile-Hi Dr II, LLC
 Mile-Hi Dr Acquisition, LLC
 Crystal Drop Water Company
 Deep Rock Water Company
 Deep Rock Water Co dba Glenwood Inglewood
 Mile-Hi Deep Rock Holdings, LLC dba Deep Rock Water Co
 Standard Water Filtration DS Water Enterprises, Inc
 Polycycle Solutions, LLC
 Crystal Springs of Alabama Holdings, LLC



Bottled Water Service -Recap

Item	Description	Estimated Annual Quantity	Ready Refresh Per Item	Ready Refresh Annual	D. S. Water Crystal Per Item	D.S. Water Annual	Culligan Water Per Item	Culligan Annual
1	Bottled Water- 5 gallon container	2944	\$ 4.47	\$ 13,159.68	\$ 3.25	\$ 9,568.00	\$ -	\$ -
2	Bottled Water- ½ liter bottles in case of 24 bottles (per case price)	489	\$ 5.99	\$ 2,929.11	\$ 4.99	\$ 2,440.11	\$ -	\$ -
3	Paper Cone Cups- 4.25 ounces in sleeve of 200 cups (per sleeve)	148	\$ 3.29	\$ 486.92	\$ 2.99	\$ 442.52	\$ -	\$ -
4	Plastic Flat Bottom Cups- 9 ounces in sleeve of 50 cups (per sleeve)	220	\$ 3.29	\$ 723.80	\$ 2.99	\$ 657.80	\$ -	\$ -
5	Styrofoam Cups- 8 ounces (per sleeve)	44	\$ 1.79	\$ 78.76	\$ 0.75	\$ 33.00	\$ -	\$ -
6	Paper Hot Drink Flat Bottom Cups – 10 ounces (per sleeve)	24	\$ 4.49	\$ 107.76	\$ 3.49	\$ 83.76	\$ -	\$ -
7	Dispenser – Hot and Cold water (per month)	67	\$ 1.97	\$ 131.99	\$ 0.99	\$ 66.33	\$ -	\$ -
8	Dispenser- Cold water only (per month)	9	\$ 1.97	\$ 17.73	\$ 0.99	\$ 8.91	\$ -	\$ -
9	Dispenser- Room Temperature and Cold water (per month)	11	\$ 1.97	\$ 21.67	\$ 0.99	\$ 10.89	\$ -	\$ -

TOTAL

\$ 17,657.42

\$ 13,311.32

NO BID

\$

-

Quote Number NC16-Q010

Name: Bottled Water Service

Request for Written Quotation Form
Nassau County Board of County Commissioners

Requesting Department: Facilities Maintenance Date: 9/21/2016
Department Address: 45195 Musselwhite Road Callahan, FL. 32011
Contact: Suzie Fontes Contact email: sfontes@nassaucountyfl.com
Phone: (904) 530-6120 Fax: (904) 879-3751

Item	Description	Estimated Annual Quantity	Unit Price	Extended Price
1	Bottled Water- 5 gallon container	2944	\$	\$
2	Bottled Water- ½ liter bottles in case of 24 bottles (per case price)	489	\$	\$
3	Paper Cone Cups- 4.25 ounces in sleeve of 200 cups (per sleeve)	148	\$	\$
4	Plastic Flat Bottom Cups- 9 ounces in sleeve of 50 cups (per sleeve)	220	\$	\$
5	Styrofoam Cups- 8 ounces (per sleeve)	44	\$	\$
6	Paper Hot Drink Flat Bottom Cups – 10 ounces (per sleeve)	24	\$	\$
7	Dispenser – Hot and Cold water (per month)	67	\$	\$
8	Dispenser- Cold water only (per month)	9	\$	\$
9	Dispenser- Room Temperature and Cold water (per month)	11	\$	\$
SEE ATTACHED SHEET FOR SPECIFICATIONS				
TOTAL				

Please submit written response by: October 5, 2016 at 5:00 PM
(Date)

BIDDER TO ATTACHED COST PROPOSAL AND RETURN TO THE ADDRESS ABOVE

- All charges must be on your quotes in order to be considered and this RFQ must be filled out, signed and returned to be considered. Nassau County Does not fill out Credit Applications. Payment is per Florida Statutes 218.73 & 218.74.
- Request a reply for a "No Quote": These forms must be completed and returned even if it's a "No Quote"
- If two or more vendors respond with identical pricing, the winner will be determined by the bid that was received first.
- See additional Purchase Order Terms & Conditions (Attachment A) and Insurance Requirements (Attachment B)

Vendor Name: D.S Water -
Address: _____

Phone: 904-598-4785 Fax: _____
Contact: BOB SPERA Email: Bspera@D.S Services.com

This written quote from our Company is valid for _____ days.

Signature Date
Comments: _____

Suzie Fontes

From: postmaster@dsservices.onmicrosoft.com
To: bspera@dsservices.com
Sent: Friday, September 23, 2016 2:56 PM
Subject: Delivered: Nassau County Florida - Bottled Water Request For Quotation

Your message has been delivered to the following recipients:

bspera@dsservices.com (bspera@dsservices.com)

Subject: Nassau County Florida - Bottled Water Request For Quotation



Nassau County
Florida - Bottle...

Received on

OCT 05 2016
Maint. of Parks
N.C. BOCC

Quote Number NC16-Q010
Name: Bottled Water Service

Request for Written Quotation Form
Nassau County Board of County Commissioners

Requesting Department: Facilities Maintenance Date: 9/23/2016
Department Address: 45195 Musselwhite Road Callahan, FL. 32011
Contact: Suzie Fontes Contact email: sfontes@nassaucountyfl.com
Phone: (904) 530-6120 Fax: (904) 879-3751

Item	Description	Estimated Annual Quantity	Unit Price	Extended Price
1	Bottled Water- 5 gallon container	2944	\$ 4.47	\$13,159.68
2	Bottled Water- 1/2 liter bottles in case of 24 bottles (per case price)	489	\$ 5.99	\$2,929.11
3	Paper Cone Cups- 4.25 ounces in sleeve of 200 cups (per sleeve)	148	\$ 3.29	\$ 486.92
4	Plastic Flat Bottom Cups- 9 ounces in sleeve of 50 cups (per sleeve)	220	\$ 3.29	\$ 723.80
5	Styrofoam Cups- 8 ounces (per sleeve)	44	\$ 1.79	\$78.76
6	Paper Hot Drink Flat Bottom Cups - 10 ounces (per sleeve)	24	\$ 4.49	\$107.76
7	Dispenser - Hot and Cold water (per month)	67	\$ 1.97	\$131.99
8	Dispenser- Cold water only (per month)	9	\$ 1.97	\$ 17.73
9	Dispenser- Room Temperature and Cold water (per month)	11	\$ 1.97	\$ 21.67
SEE ATTACHED SHEET FOR SPECIFICATIONS				
TOTAL				17,657.42

Please submit written response by: October 5, 2016 at 5:00 PM
(Date)

BIDDER TO ATTACHED COST PROPOSAL AND RETURN TO THE ADDRESS ABOVE

- All charges must be on your quotes in order to be considered and this RFQ must be filled out, signed and returned to be considered. Nassau County Does not fill out Credit Applications. Payment is per Florida Statutes 218.73 & 218.74.
- Request a reply for a "No Quote": These forms must be completed and returned even if it's a "No Quote"
- If two or more vendors respond with identical pricing, the winner will be determined by the bid that was received first.
- See additional Purchase Order Terms & Conditions (Attachment A) and Insurance Requirements (Attachment B)

Vendor Name: Ready Refresh - Nestle
Address: 7035 Davis Creek Rd
Jacksonville Fl, 32257
Phone: 904.237.6933 Fax: 904.268.1781
Contact: ABBY Email: Aneal.Snobee@Waters.Nestle.com

This written quote from our Company is valid for 365 days.

Aneal Snobee Signature 10/05/2016 Date

Comments: _____

**BOTTLED WATER SERVICES
TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE
QUOTE NC16-Q010**

1. Vendor shall deliver drinking water to various Nassau County departments as needed to the following locations and the billing to be sent as indicated:

Bill to: Facilities Maintenance Office, 45195 Musselwhite Road, Callahan, FL 32011

For the following locations:

- Facilities Maintenance, 45195 Musselwhite Road, Callahan, FL 32011
- Callahan Extension Office, 543350 US Highway 1, Callahan, FL 32011
- Callahan Property Appraiser, 45401 Mickler Street, Callahan, FL 32011
- Bryceville Community Center, 7280 Motes Road, Bryceville, FL 32009
- Yulee Extension Office, 86026 Pages Dairy Road West, Yulee, FL 32097
- Yulee County Building, 86026 Pages Dairy Road West, Yulee, FL 32097
- Public Service Building, 96161 Nassau Place, Yulee, FL 32097
- James S Page Governmental Complex, 96135 Nassau Place, Yulee, FL 32097
- Fernandina Beach Health Clinic, 30 South 4th Street, Fernandina Beach, FL 32034
- Callahan Health Clinic, 45377 Mickler Street, Callahan, FL 32011
- Yulee Health Clinic, 86014 Pages Dairy Road West, Yulee, FL 32097
- Judicial Complex Courthouse, 76347 Veterans Way, Yulee, FL 32097
- Historic Courthouse, 416 Centre Street, Fernandina Beach, FL 32034

Bill to: Nassau County Public Libraries, 25 North 4th Street, Fernandina Beach, FL 32034

For the following locations:

- Callahan Branch Library, 450077 State Road 200, Suite 15, Callahan, FL 32011
- Fernandina Branch Library, 25 North 4th Street, Fernandina Beach, FL 32034

Bill to: Nassau County Fire Rescue, 96160 Nassau Place, Yulee, FL, 32097

For the following locations:

- Fire Rescue Headquarters, 96160 Nassau Place, Yulee, FL, 32097
- Fire Station 30, 86028 Pages Dairy Road, Yulee, FL 32097
- Fire Station 50, 542310 US Highway 301, Callahan, FL 32011
- Fire Station 70, 96031 Pine Grove Road, Fernandina Beach, FL 32034

Bill to: Nassau County Road & Bridge Department, 37356 Pea Farm Road, Hilliard, FL, 32046

For the following locations:

- Road and Bridge Hilliard Yard, 37356 Pea Farm Road, Hilliard, FL 32046
- Road and Bridge Bailey Yard, 3163 Bailey Road, Fernandina Beach, FL 32034

Billing and the Delivery information is the same for the following locations:

- Emergency Management, 77150 Citizens Circle, Yulee, FL 32097
- Animal Services, 86078 License Road, Fernandina Beach, FL 32034
- Solid Waste, 46026 Landfill Road, Callahan, FL 32011

2. Locations anywhere within Nassau County may be added to or removed from the list at any time.
3. Deliveries will be to various locations within Nassau County at no delivery charge. Deliveries shall be made within three (3) days of receipt of purchase order.
4. All deliveries must be signed for and delivery tickets left at location unless County approves otherwise for specific locations.
5. No deliveries shall be left outside of locations that are not open and occupied unless County approves otherwise for specific locations.
6. Nassau County will not pay any fuel surcharges or tax associated with delivery service.
7. The quantities listed on the price sheet are estimated quantities for a one (1) year period for aid in quote preparation only. Orders will be in varying quantities and have no minimum quantity restrictions with delivery F.O. B. destination direct to those offices. Nassau County reserves the right to increase or decrease total quantities as necessary.
8. Vendor is responsible for providing full bottles, picking up empty bottles, and replacing them with full bottles as needed by each Nassau County location.
9. Nassau County desires not to be charged for deposits, damaged, or lost bottles.
10. In the event that an item is received and later determined to be damaged, the item(s) must be replaced by the vendor at no cost to Nassau County.
11. Vendor shall be responsible for compiling usage figures/amount semi- annually and providing written documentation electronically to Nassau County Contract Management.
12. Vendor shall provide invoices to individual departments/delivery locations for their purchases.
13. An initial two year contract with renewal options (not to exceed a five year period) shall be awarded resulting from this Request for Quotation.

Effective Date: October 2012

Nassau County Standard Purchase Order Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of Nassau County unless specifically provided otherwise in writing and signed by an authorized agent of Nassau County:

1. Electronic/Facsimile Transmission: If any Purchase Order is fully executed and is transmitted by fax or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to Vendor.
2. Prompt Payment. Nassau County abides by Florida Statute Chapter 218 with respect to all matters relating to the payment of Vendors. The normal terms of payment will be "Net 45 days" from receipt and acceptance of goods or services from a proper invoice.
3. Invoice. All invoices shall be addressed to the address as indicated on the Purchase Order and must include the Purchase Order number, Vendor's name, address and phone number, and clearly list quantities, item descriptions and units of measure.
4. Extra Charges. No additional charges of any kind, including charges for boxing, packing, transportation or other extras will be allowed unless specifically agreed to in writing by an authorized agent of Nassau County.
5. Discount: Discount will be computed from the date of satisfactory delivery, acceptance, or from receipt of correct invoice, whichever is later.
6. Tax Exemption. Nassau County is tax exempt from Federal Excise Tax and State Sales Tax. Nassau County shall provide tax exemption number upon request by Vendor.
7. Entire Agreement. This Agreement and any attachments and/or addenda hereto that are executed by the County's duly authorized agent constitute the entire and exclusive agreement between the parties. The county's placement of any order is expressly conditioned upon the vendor's acceptance of these terms and conditions Vendor's written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance of these terms. No terms stated by Vendor in accepting or acknowledging any purchase order shall be binding upon the County unless accepted in writing by the County and signed by an authorized County agent.
8. Amendment or Modification. No agreement or understanding that modifies these terms and conditions shall be binding upon the County unless in writing and signed by the County's authorized agent.
9. Assignment. No right or interest in this Agreement shall be assigned by Vendor without the written permission of County and no delegation of any obligation owed by either Vendor or County shall be made without the written permission of the other party.
10. Fiscal year Funding Appropriation: (a) Specified Period: Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of County, provided the term of the purchase order and conditions of renewal and extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to annual appropriations by the Board of County Commissioners of Nassau County. (b) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be canceled

and Vendor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

11. Time is of the Essence. Time is of the essence in all Purchasing Agreements. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Vendor accountable for all damages sustained. If delivery dates cannot be met, Vendor agrees to advise the County, in writing, of the earliest possible shipping date for acceptance by the County. This provision is not in lieu of, and the County does not waive, any remedies provided by law.

12. Failure to Perform. Failure of the Vendor to perform as specified under any Purchasing Order may be cause for termination of that Purchasing Order. The County reserves the right (in addition to its other remedies) to cancel the Purchase order with respect to goods/services not provided to purchase goods/services from another source and to hold Vendor accountable for all damages sustained.

13. Termination for Convenience. The County may terminate for its convenience at any time, in whole or in part any Purchase order. In such event, County shall be liable only for materials or components procured, or work done or supplies partially fabricated within the authorization of the Purchasing Agreement. In no event shall County be liable for incidental or consequential damages by reasons of such termination.

14. Delivery. All prices must be F.O.B. Destination, freight prepaid. Vendor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage.

15. Packaging. All shipments will include an itemized list of each package's content, and reference the County's Purchase Order Number.

16. Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered which may for any reason occur prior to acceptance by the County. No such loss, injury or destruction shall release Vendor from any obligations under the Purchasing Agreement.

17. Inspection. Goods and Materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned to Vendor at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. The cost of inspection of goods rightfully rejected shall be charged to the Vendor. If reasonable inspection disclosed that part of the goods received are defective or nonconforming, the County shall have the right to cancel any unshipped portion of the order.

18. Quantity. The quantities of goods/services as indicated on the face of the Purchase Order must not be exceeded without prior written authorization from the County. Excess quantities may be returned to Vendor at Vendor's expense.

19. Warranty. Vendor warrants that all goods provided by Vendor under the Purchase Agreement shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Vendor or on the container or label. Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. In addition, Vendor warrants that the goods/services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise, of any person, corporation, partnership, or association.

ATTACHMENT "A"

20. Non-Waiver of Rights. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
21. Indemnification. Vendor agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in anyway connected with the performance of this Agreement whether by act or because of or due to the mere existence of this Agreement between the parties.
22. Insurance. Vendor shall carry insurance in the categories and coverage amounts as provided on the face of the Purchase Order
23. Patents and Copyrights. Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor agrees at its own expense, to hold harmless and to defend County and its agents against any claims, suits, or proceedings brought against County for patent or copyright infringement occasioned by the manufacture, sale, or use of material supplied under this agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.
24. Website Incorporation. Nassau County expressly states that it will not be bound by any content on the Vendor's website, even if the Vendor's documentation specifically referenced that content and attempts to incorporate it into any other communication unless the County has actual knowledge of such content and has expressly agreed to be bound by it in writing that has been signed by an authorized representative of the county.
25. Compliance with Laws. Vendor certifies that in performing its obligations under any and all Purchasing Agreements that they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.
26. Public Entity Crimes. In accordance with Section 287.133, Florida Statutes, Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
27. Governing Law. All Purchasing Agreements between the parties shall be governed by and construed according to the laws of the State of Florida and all applicable portions of the Florida Uniform Commercial Code. Venue for any action related to all Agreements between the parties shall be in Nassau County, Florida.
28. Anti-Discrimination. Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicaps, or other factors, except where such factor is a bonafide occupational qualification or is required by State and/or Federal Law.
29. Force Majeure. Performance of any obligation under this Agreement must be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosions, accidents, floods, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, any labor trouble, such as strike, lockout, or injunction (whether or not such labor event

ATTACHMENT "A"

is within the reasonable control of such party) or any other cause beyond the reasonable control of the party that delays, prevents, restricts, or limits the performance of this Agreement. The affected party shall invoke this provision by promptly notifying the other party of the nature and estimated duration or the suspension period. At County's option, the Agreement may be terminated or modified to account for the Force Majeure event. If the County fails to modify the Agreement within thirty (30) days of receipt of notification from the Vendor, the Agreement lapses with respect to any deliveries affected.

30. Public Records. Copies of documents, records, materials, and/or reproductions shall be requested in accordance with Chapter 119, Florida Statutes. Copyrighted material may be inspected, but cannot be copied or reproduced in accordance with.

31. Advertising. Vendor shall not publicly disseminate any information concerning any Agreement without prior written approval from the County, including but not limited to, mentioning the Agreement in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either a description of the Agreement or the name of the County in any material published, either in print or electronically, to any entity that is not a party to the Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

32. Relationship of Parties. Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of similar nature between the parties. The parties to this Agreement shall be considered independent contractors and neither party is granted the right or authority to assume or create any obligation on behalf of or in the name of the other.

33. Severability. If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

34. Notices.

All notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, or by certified or registered mail (return receipt requested) to the address below. Notices shall be deemed given: (i) at the time delivered, if personally delivered; (ii) at the time received, if mailed; and (iii) one (1) business day after timely delivery to the courier, if by overnight courier service. In the event either party needs to change addresses they may do so by sending written notice to the other party.

Add address

GENERAL INFORMATION AND INSURANCE REQUIREMENTS

Contractor agrees and does by this Agreement indemnify and hold harmless Nassau County Board of County Commissioners against all losses, damages, causes of action, claims or liabilities arising out of, or related to work performed by Contractor, its employees, agents, representatives, subcontractors, including but not limited to injuries to persons, property including any claim based on indoor air quality, mold or similar type claim, and including all costs and attorney's fees incurred by Contractor/Subcontractor. Contractor shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity set forth above.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

**INSURANCE COVERAGES FOR CONTRACTORS,
SUBCONTRACTORS AND MATERIAL SUPPLIERS**

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$100,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$100,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Contractor/Subcontractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Subcontractor.

PROPERTY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Builder's Risk insurance coverage for the life of this Contract.

This coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the contractor shall provide Builder's Risk insurance or an Installation Floater.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value. Covered perils should include, but are not limited to, fire, windstorm, hurricane, theft, vandalism and malicious intent.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, and Property Insurance to include Nassau County Board of County Commissioners as Additional Insured, including Completed Operations. Various Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractors obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Quote Number NC16-Q010

Name: Bottled Water Service

Request for Written Quotation Form
Nassau County Board of County Commissioners

Requesting Department: Facilities Maintenance Date: 9/23/2016
Department Address: 45195 Musselwhite Road Callahan, FL. 32011
Contact: Suzie Fontes Contact email: sfontes@nassaucountyfl.com
Phone: (904) 530-6120 Fax: (904) 879-3751

Item	Description	Estimated Annual Quantity	Unit Price	Extended Price
1	Bottled Water- 5 gallon container	2944	\$	\$
2	Bottled Water- 1/2 liter bottles in case of 24 bottles (per case price)	489	\$	\$
3	Paper Cone Cups- 4.25 ounces in sleeve of 200 cups (per sleeve)	148	\$	\$
4	Plastic Flat Bottom Cups- 9 ounces in sleeve of 50 cups (per sleeve)	220	\$	\$
5	Styrofoam Cups- 8 ounces (per sleeve)	44	\$	\$
6	Paper Hot Drink Flat Bottom Cups - 10 ounces (per sleeve)	24	\$	\$
7	Dispenser - Hot and Cold water (per month)	67	\$	\$
8	Dispenser- Cold water only (per month)	9	\$	\$
9	Dispenser- Room Temperature and Cold water (per month)	11	\$	\$
SEE ATTACHED SHEET FOR SPECIFICATIONS				
			TOTAL	

Please submit written response by: October 5, 2016 at 5:00 PM
(Date)

BIDDER TO ATTACHED COST PROPOSAL AND RETURN TO THE ADDRESS ABOVE

- All charges must be on your quotes in order to be considered and this RFQ must be filled out, signed and returned to be considered. Nassau County Does not fill out Credit Applications. Payment is per Florida Statutes 218.73 & 218.74.
- Request a reply for a "No Quote": These forms must be completed and returned even if it's a "No Quote"
- If two or more vendors respond with identical pricing, the winner will be determined by the bid that was received first.
- See additional Purchase Order Terms & Conditions (Attachment A) and Insurance Requirements (Attachment B)

Vendor Name: Ready Refresh - Nestle
Address: _____

Phone: _____ Fax: _____
Contact: ABBy Email: Aneal.Snober@waters.nestle.com

This written quote from our Company is valid for _____ days.

Signature Date
Comments: _____

Suzie Fontes

From: postmaster@nestle.onmicrosoft.com
To: Abby Tozier (Abear.Snober@waters.nestle.com)
Sent: Friday, September 23, 2016 2:56 PM
Subject: Delivered: Nassau County Florida - Bottled Water Request For Quotation

Your message has been delivered to the following recipients:

Abby Tozier (Abear.Snober@waters.nestle.com) (Abear.Snober@waters.nestle.com)

Subject: Nassau County Florida - Bottled Water Request For Quotation



Nassau County
Florida - Bottle...

Suzie Fontes

From: postmaster@nestle.onmicrosoft.com
To: Amador,Walter,Jacksonville,Ready Refresh, Operations
Sent: Friday, September 23, 2016 2:56 PM
Subject: Delivered: Nassau County Florida - Bottled Water Request For Quotation

Your message has been delivered to the following recipients:

Amador,Walter,Jacksonville,Ready Refresh, Operations (Walter.Amador@waters.nestle.com)

Subject: Nassau County Florida - Bottled Water Request For Quotation



Nassau County
Florida - Bottle...

No Bid

Suzie Fontes

From: Katie Lewis <sales@coastalculligan.com>
To: Suzie Fontes
Sent: Monday, September 26, 2016 8:56 AM
Subject: Read: Nassau County Florida - Bottled Water Request For Quotation

Your message

To:
Subject: Read: Nassau County Florida - Bottled Water Request For Quotation
Sent: Monday, September 26, 2016 12:55:55 PM (UTC+00:00) Monrovia, Reykjavik

was read on Monday, September 26, 2016 12:55:52 PM (UTC+00:00) Monrovia, Reykjavik.

Quote Number NC16-Q010
 Name: Bottled Water Service

Request for Written Quotation Form
 Nassau County Board of County Commissioners

Requesting Department: Facilities Maintenance Date: 9/21/2016
 Department Address: 45195 Musselwhite Road Callahan, FL. 32011
 Contact: Suzie Fontes Contact email: sfontes@nassaucountyfl.com
 Phone: (904) 530-6120 Fax: (904) 879-3751

Item	Description	Estimated Annual Quantity	Unit Price	Extended Price
1	Bottled Water- 5 gallon container	2944	\$	\$
2	Bottled Water- ½ liter bottles in case of 24 bottles (per case price)	489	\$	\$
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5	Styrofoam Cups- 8 ounces (per sleeve)	44	\$	\$
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8	Dispenser- Cold water only (per month)	9	\$	\$
9	Dispenser- Room Temperature and Cold water (per month)	11	\$	\$
SEE ATTACHED SHEET FOR SPECIFICATIONS				
TOTAL				

Please submit written response by: October 5, 2016 at 5:00 PM
 (Date)

BIDDER TO ATTACHED COST PROPOSAL AND RETURN TO THE ADDRESS ABOVE

- All charges must be on your quotes in order to be considered and this RFQ must be filled out, signed and returned to be considered. Nassau County Does not fill out Credit Applications. Payment is per Florida Statutes 218.73 & 218.74.
- Request a reply for a "No Quote": These forms must be completed and returned even if it's a "No Quote"
- If two or more vendors respond with identical pricing, the winner will be determined by the bid that was received first.
- See additional Purchase Order Terms & Conditions (Attachment A) and Insurance Requirements (Attachment B)

Vendor Name: Culligan Water
 Address: _____

Phone: 912-729-4925 Fax: _____
 Contact: Katie Email: Sales@coastalCulligan.com

This written quote from our Company is valid for _____ days.

 Signature Date
 Comments: _____

Suzie Fontes

From: Microsoft Outlook
To: sales@coastalculligan.com
Sent: Friday, September 23, 2016 2:56 PM
Subject: Relayed: Nassau County Florida - Bottled Water Request For Quotation

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

sales@coastalculligan.com (sales@coastalculligan.com)

Subject: Nassau County Florida - Bottled Water Request For Quotation



Nassau County
Florida - Bottle...

**BOTTLED WATER SERVICES
TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE
QUOTE NC16-Q010**

1. Vendor shall deliver drinking water to various Nassau County departments as needed to the following locations and the billing to be sent as indicated:

Bill to: Facilities Maintenance Office, 45195 Musselwhite Road, Callahan, FL 32011

For the following locations:

- Facilities Maintenance, 45195 Musselwhite Road, Callahan, FL 32011
- Callahan Extension Office, 543350 US Highway 1, Callahan, FL 32011
- Callahan Property Appraiser, 45401 Mickler Street, Callahan, FL 32011
- Bryceville Community Center, 7280 Motes Road, Bryceville, FL 32009
- Yulee Extension Office, 86026 Pages Dairy Road West, Yulee, FL 32097
- Yulee County Building, 86026 Pages Dairy Road West, Yulee, FL 32097
- Public Service Building, 96161 Nassau Place, Yulee, FL 32097
- James S Page Governmental Complex, 96135 Nassau Place, Yulee, FL 32097
- Fernandina Beach Health Clinic, 30 South 4th Street, Fernandina Beach, FL 32034
- Callahan Health Clinic, 45377 Mickler Street, Callahan, FL 32011
- Yulee Health Clinic, 86014 Pages Dairy Road West, Yulee, FL 32097
- Judicial Complex Courthouse, 76347 Veterans Way, Yulee, FL 32097
- Historic Courthouse, 416 Centre Street, Fernandina Beach, FL 32034

Bill to: Nassau County Public Libraries, 25 North 4th Street, Fernandina Beach, FL 32034

For the following locations:

- Callahan Branch Library, 450077 State Road 200, Suite 15, Callahan, FL 32011
- Fernandina Branch Library, 25 North 4th Street, Fernandina Beach, FL 32034

Bill to: Nassau County Fire Rescue, 96160 Nassau Place, Yulee, FL, 32097

For the following locations:

- Fire Rescue Headquarters, 96160 Nassau Place, Yulee, FL , 32097
- Fire Station 30, 86028 Pages Dairy Road, Yulee, FL 32097
- Fire Station 50, 542310 US Highway 301, Callahan, FL 32011
- Fire Station 70, 96031 Pine Grove Road, Fernandina Beach, FL 32034

Bill to: Nassau County Road & Bridge Department, 37356 Pea Farm Road, Hilliard, FL, 32046

For the following locations:

- Road and Bridge Hilliard Yard, 37356 Pea Farm Road, Hilliard, FL 32046
- Road and Bridge Bailey Yard, 3163 Bailey Road, Fernandina Beach, FL 32034

Billing and the Delivery information is the same for the following locations:

- Emergency Management, 77150 Citizens Circle, Yulee, FL 32097
- Animal Services, 86078 License Road, Fernandina Beach, FL 32034
- Solid Waste, 46026 Landfill Road, Callahan, FL 32011

2. Locations anywhere within Nassau County may be added to or removed from the list at any time.
3. Deliveries will be to various locations within Nassau County at no delivery charge. Deliveries shall be made within three (3) days of receipt of purchase order.
4. All deliveries must be signed for and delivery tickets left at location unless County approves otherwise for specific locations.
5. No deliveries shall be left outside of locations that are not open and occupied unless County approves otherwise for specific locations.
6. Nassau County will not pay any fuel surcharges or tax associated with delivery service.
7. The quantities listed on the price sheet are estimated quantities for a one (1) year period for aid in quote preparation only. Orders will be in varying quantities and have no minimum quantity restrictions with delivery F.O. B. destination direct to those offices. Nassau County reserves the right to increase or decrease total quantities as necessary.
8. Vendor is responsible for providing full bottles, picking up empty bottles, and replacing them with full bottles as needed by each Nassau County location.
9. Nassau County desires not to be charged for deposits, damaged, or lost bottles.
10. In the event that an item is received and later determined to be damaged, the item(s) must be replaced by the vendor at no cost to Nassau County.
11. Vendor shall be responsible for compiling usage figures/amount semi- annually and providing written documentation electronically to Nassau County Contract Management.
12. Vendor shall provide invoices to individual departments/delivery locations for their purchases.
13. An initial two year contract with renewal options (not to exceed a five year period) shall be awarded resulting from this Request for Quotation.

Effective Date: October 2012

Nassau County Standard Purchase Order Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of Nassau County unless specifically provided otherwise in writing and signed by an authorized agent of Nassau County:

1. Electronic/Facsimile Transmission: If any Purchase Order is fully executed and is transmitted by fax or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to Vendor.
2. Prompt Payment. Nassau County abides by Florida Statute Chapter 218 with respect to all matters relating to the payment of Vendors. The normal terms of payment will be "Net 45 days" from receipt and acceptance of goods or services from a proper invoice.
3. Invoice. All invoices shall be addressed to the address as indicated on the Purchase Order and must include the Purchase Order number, Vendor's name, address and phone number, and clearly list quantities, item descriptions and units of measure.
4. Extra Charges. No additional charges of any kind, including charges for boxing, packing, transportation or other extras will be allowed unless specifically agreed to in writing by an authorized agent of Nassau County.
5. Discount: Discount will be computed from the date of satisfactory delivery, acceptance, or from receipt of correct invoice, whichever is later.
6. Tax Exemption. Nassau County is tax exempt from Federal Excise Tax and State Sales Tax. Nassau County shall provide tax exemption number upon request by Vendor.
7. Entire Agreement. This Agreement and any attachments and/or addenda hereto that are executed by the County's duly authorized agent constitute the entire and exclusive agreement between the parties. The county's placement of any order is expressly conditioned upon the vendor's acceptance of these terms and conditions Vendor's written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance of these terms. No terms stated by Vendor in accepting or acknowledging any purchase order shall be binding upon the County unless accepted in writing by the County and signed by an authorized County agent.
8. Amendment or Modification. No agreement or understanding that modifies these terms and conditions shall be binding upon the County unless in writing and signed by the County's authorized agent.
9. Assignment. No right or interest in this Agreement shall be assigned by Vendor without the written permission of County and no delegation of any obligation owed by either Vendor or County shall be made without the written permission of the other party.
10. Fiscal year Funding Appropriation: (a) Specified Period: Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of County, provided the term of the purchase order and conditions of renewal and extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to annual appropriations by the Board of County Commissioners of Nassau County. (b) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be canceled

and Vendor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

11. Time is of the Essence. Time is of the essence in all Purchasing Agreements. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Vendor accountable for all damages sustained. If delivery dates cannot be met, Vendor agrees to advise the County, in writing, of the earliest possible shipping date for acceptance by the County. This provision is not in lieu of, and the County does not waive, any remedies provided by law.
12. Failure to Perform. Failure of the Vendor to perform as specified under any Purchasing Order may be cause for termination of that Purchasing Order. The County reserves the right (in addition to its other remedies) to cancel the Purchase order with respect to goods/services not provided to purchase goods/services from another source and to hold Vendor accountable for all damages sustained.
13. Termination for Convenience. The County may terminate for its convenience at any time, in whole or in part any Purchase order. In such event, County shall be liable only for materials or components procured, or work done or supplies partially fabricated within the authorization of the Purchasing Agreement. In no event shall County be liable for incidental or consequential damages by reasons of such termination.
14. Delivery. All prices must be F.O.B. Destination, freight prepaid. Vendor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage.
15. Packaging. All shipments will include an itemized list of each package's content, and reference the County's Purchase Order Number.
16. Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered which may for any reason occur prior to acceptance by the County. No such loss, injury or destruction shall release Vendor from any obligations under the Purchasing Agreement.
17. Inspection. Goods and Materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned to Vendor at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. The cost of inspection of goods rightfully rejected shall be charged to the Vendor. If reasonable inspection disclosed that part of the goods received are defective or nonconforming, the County shall have the right to cancel any unshipped portion of the order.
18. Quantity. The quantities of goods/services as indicated on the face of the Purchase Order must not be exceeded without prior written authorization from the County. Excess quantities may be returned to Vendor at Vendor's expense.
19. Warranty. Vendor warrants that all goods provided by Vendor under the Purchase Agreement shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Vendor or on the container or label. Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. In addition, Vendor warrants that the goods/services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise, of any person, corporation, partnership, or association.

20. Non-Waiver of Rights. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
21. Indemnification. Vendor agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in anyway connected with the performance of this Agreement whether by act or because of or due to the mere existence of this Agreement between the parties.
22. Insurance. Vendor shall carry insurance in the categories and coverage amounts as provided on the face of the Purchase Order
23. Patents and Copyrights. Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor agrees at its own expense, to hold harmless and to defend County and its agents against any claims, suits, or proceedings brought against County for patent or copyright infringement occasioned by the manufacture, sale, or use of material supplied under this agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.
24. Website Incorporation. Nassau County expressly states that it will not be bound by any content on the Vendor's website, even if the Vendor's documentation specifically referenced that content and attempts to incorporate it into any other communication unless the County has actual knowledge of such content and has expressly agreed to be bound by it in writing that has been signed by an authorized representative of the county.
25. Compliance with Laws. Vendor certifies that in performing its obligations under any and all Purchasing Agreements that they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.
26. Public Entity Crimes. In accordance with Section 287.133, Florida Statutes, Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
27. Governing Law. All Purchasing Agreements between the parties shall be governed by and construed according to the laws of the State of Florida and all applicable portions of the Florida Uniform Commercial Code. Venue for any action related to all Agreements between the parties shall be in Nassau County, Florida.
28. Anti-Discrimination. Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicaps, or other factors, except where such factor is a bonafide occupational qualification or is required by State and/or Federal Law.
29. Force Majeure. Performance of any obligation under this Agreement must be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosions, accidents, floods, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, any labor trouble, such as strike, lockout, or injunction (whether or not such labor event

is within the reasonable control of such party) or any other cause beyond the reasonable control of the party that delays, prevents, restricts, or limits the performance of this Agreement. The affected party shall invoke this provision by promptly notifying the other party of the nature and estimated duration or the suspension period. At County's option, the Agreement may be terminated or modified to account for the Force Majeure event. If the County fails to modify the Agreement within thirty (30) days of receipt of notification from the Vendor, the Agreement lapses with respect to any deliveries affected.

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32. Relationship of Parties. Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of similar nature between the parties. The parties to this Agreement shall be considered independent contractors and neither party is granted the right or authority to assume or create any obligation on behalf of or in the name of the other.

33. Severability. If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

34. Notices. All notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, or by certified or registered mail (return receipt requested) to the address below. Notices shall be deemed given: (i) at the time delivered, if personally delivered; (ii) at the time received, if mailed; and (iii) one (1) business day after timely delivery to the courier, if by overnight courier service. In the event either party needs to change addresses they may do so by sending written notice to the other party.

Add address

GENERAL INFORMATION AND INSURANCE REQUIREMENTS

Contractor agrees and does by this Agreement indemnify and hold harmless Nassau County Board of County Commissioners against all losses, damages, causes of action, claims or liabilities arising out of, or related to work performed by Contractor, its employees, agents, representatives, subcontractors, including but not limited to injuries to persons, property including any claim based on indoor air quality, mold or similar type claim, and including all costs and attorney's fees incurred by Contractor/Subcontractor. Contractor shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity set forth above.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

**INSURANCE COVERAGES FOR CONTRACTORS,
SUBCONTRACTORS AND MATERIAL SUPPLIERS**

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$100,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$100,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Subcontractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Subcontractor.

PROPERTY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Builder's Risk insurance coverage for the life of this Contract.

This coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the contractor shall provide Builder's Risk insurance or an Installation Floater.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value. Covered perils should include, but are not limited to, fire, windstorm, hurricane, theft, vandalism and malicious intent.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, and Property Insurance to include Nassau County Board of County Commissioners as Additional Insured, including Completed Operations. Various Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractors obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.