

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3524-A1

### SECTION 1 - GENERAL INFORMATION

Requesting Department: Facilities Maintenance/ Detention Center Contact Person: Noami Davis  
Telephone: (904) 530-6123 Email: ndavis@nassaucountyfl.com

### SECTION 2 - VENDOR INFORMATION

Name: Whaley Foodservice, LLC  
Address: P.O. Box 615  
City: Lexington State: SC Zip Code: 29071  
Vendor's Administrator Name: Ed Holmes Title: Regional Sales Manager  
Telephone: (904) 874-9211 Email: Ed.Holmes@whaleyfoodservice.com

### SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Woodrow Adkins Title: VP of Service Operations  
Authorized Signatory Email: Woody.Adkins@whaleyfoodservice.com  
**(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)**

### SECTION 4 - CONTRACT INFORMATION

Contract Name: Kitchen equipment maintenance  
Short Description of Product(s)/Service(s) Being Requested: Quarterly inspections for preventative maintenance and repairs of the kitchen and refrigeration equipment at the Detention Center.  
**(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)**  
Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source  
Other: \_\_\_\_\_  
Amount of Initial Contract Term: \$15,000.00  
Amount of Renewal Options (if applicable): Year 1: \$ 15,000.00 Year 2: \$ 15,000.00  
Year 3: \_\_\_\_\_ Year 4: \_\_\_\_\_  
Total Amount of Contract (Initial Term + Renewal Options): \$45,000.00 (Estimate if necessary)  
Account Number: 01072523-546000  
Source of Funds: County State Federal Other: \_\_\_\_\_  
County Authorized Signatory: BOCC Chairman County Manager  
**(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)**

### SECTION 5 - INSURANCE

Insurance Category: Category L Category M Category H Other: \_\_\_\_\_  
**Risk Manager Initials:** MAP

### SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: CM3524 Amendment No: CM3524-A1  
Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope  
Supplemental Agreement Other: \_\_\_\_\_  
Contract Amount with Previous Amendments: \$ 15,000.00 Amount of this Amendment: \$ 15,000.00  
New Contract Amount including this Amendment: \$ 30,000.00  
Account Code Change From: 01072523-546000 To: \_\_\_\_\_  
County Authorized Signatory: BOCC Chairman County Manager  
**(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)**

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

Doug Podiak 10/16/2024 Sanasa Admore 10/17/2024  
Department Head/Contract Manager Date Procurement Date

Chris Lacambra 10/17/2024 Denise C. May, Esq., BCS 10/21/2024  
Office of Mgmt. & Budget Date County Attorney Date

[Signature] COUNTY MANAGER - FINAL SIGNATURE APPROVAL [Signature] 10/18/2024  
[Signature] 10/21/2024  
County Manager Date



**FIRST AMENDMENT TO CONTRACT FOR KITCHEN AND REFRIGERATION  
PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

**THIS FIRST AMENDMENT TO THE CONTRACT FOR KITCHEN AND REFRIGERATION PREVENTATIVE MAINTENANCE AND REPAIR SERVICES** (hereinafter “Amendment”) is made by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter the “County”), and **WHALEY FOODSERVICE, LLC**, a business having its primary business location at PO Box 615, Lexington, South Carolina 29071-0615, (hereinafter the “Vendor”).

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into a Contract for kitchen and refrigeration preventative maintenance and repair service dated October 6, 2023 (hereinafter “Contract”); and

**WHEREAS**, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

**SECTION 1.** Section 4 of the Contract is hereby amended to increase the Vendor’s compensation by an amount not to exceed Fifteen Thousand Dollars and 00/100 (\$15,000.00) for a total compensation amount not to exceed Thirty Thousand Dollars and 00/100 (\$30,000.00).

**SECTION 2.** Section 6 of the Contract is hereby amended to renew the term of the Contract for an additional one (1) year and the Contract shall now terminate on September 30, 2025.

**SECTION 3.** Pursuant to Section 787.06, Florida Statutes, Vendor shall provide the County on a form approved by the County an affidavit signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Stat

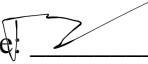
**SECTION 4.** All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

**THE COUNTY:**

**NASSAU COUNTY**

Signature:  \_\_\_\_\_

Print Name: Taco E. Pope, AICP

Title: County Manager

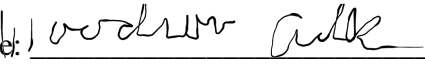
Date: 10/21/2024

**REVIEWED FOR LEGAL FORM AND CONTENT:**

*Denise C. May, Esq., BCS*  
\_\_\_\_\_  
**DENISE C. MAY, County Attorney**

**VENDOR:**

**WHALEY FOODSERVICE, LLC**

Signature:  \_\_\_\_\_

By: Woodrow Adkins

Title: Vice President

Date: 10/17/2024


**Certificate Of Completion**

Envelope Id: 5814E1B5C5A740BFBB1F126ADC38AE23	Status: Completed
Subject: Whaley FoodService CM3524-A1	
Source Envelope:	
Document Pages: 4	Signatures: 13
Certificate Pages: 6	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Noami Davis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	ndavis@nassaucountyfl.com
	IP Address: 50.238.237.26


**Record Tracking**

Status: Original	Holder: Noami Davis	Location: DocuSign
10/16/2024 11:45:02 AM	ndavis@nassaucountyfl.com	


**Signer Events**

Signer Events	Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 10/16/2024 12:05:57 PM Viewed: 10/16/2024 1:38:18 PM Signed: 10/16/2024 1:38:58 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 10/16/2024 1:39:00 PM Viewed: 10/16/2024 8:47:48 PM Signed: 10/17/2024 11:53:22 AM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	




**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 10/17/2024 11:53:25 AM Viewed: 10/17/2024 12:17:31 PM Signed: 10/17/2024 12:18:11 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)		Sent: 10/17/2024 12:18:13 PM Viewed: 10/17/2024 1:06:01 PM Signed: 10/17/2024 1:06:12 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/17/2024 1:06:15 PM Viewed: 10/17/2024 6:00:52 PM Signed: 10/17/2024 6:00:58 PM</p>
<p>Woodrow Atkins Woody.Adkins@whaleyfoodservice.com Vice President Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 5/24/2024 2:58:37 PM ID: 0aae6bd7-82b0-41bc-8665-cb9e9cf1595f</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 47.135.116.190</p>	<p>Sent: 10/17/2024 6:01:01 PM Viewed: 10/17/2024 9:33:42 PM Signed: 10/17/2024 9:35:10 PM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/17/2024 9:35:14 PM Viewed: 10/17/2024 9:41:17 PM Signed: 10/18/2024 11:29:06 AM</p>
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 10/18/2024 11:29:08 AM Viewed: 10/18/2024 8:32:46 PM Signed: 10/21/2024 10:06:25 AM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26</p>	<p>Sent: 10/21/2024 10:06:29 AM Viewed: 10/21/2024 10:26:27 AM Signed: 10/21/2024 10:26:33 AM</p>
<p>BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	 <p>Signature Adoption: Uploaded Signature Image Using IP Address: 12.23.69.254</p>	<p>Sent: 10/21/2024 10:26:35 AM Viewed: 10/21/2024 10:43:18 AM Signed: 10/21/2024 10:43:27 AM</p>

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Clerk Services bocclerkservices@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 10/21/2024 10:43:29 AM Viewed: 10/24/2024 10:02:50 AM
Ed Holmes Ed.Holmes@whaleyfoodservice.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 10/21/2024 10:43:30 AM Viewed: 10/21/2024 12:07:34 PM
Procurement Department procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 10/21/2024 10:43:31 AM Viewed: 10/21/2024 10:49:42 AM
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	10/16/2024 12:05:57 PM
Certified Delivered	Security Checked	10/21/2024 10:43:18 AM
Signing Complete	Security Checked	10/21/2024 10:43:27 AM
Completed	Security Checked	10/21/2024 10:43:31 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.