

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3101-A1

SECTION 1 - GENERAL INFORMATION

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

SECTION 2 - VENDOR INFORMATION

Name: DS Service of America, Inc.dba Primo Water North America
Address: 1150 Assembly Drive
City: Tampa State: FL Zip Code: 33607
Vendor's Administrator Name: Sharyea Jackson Title: Account Manager
Telephone: (678) 486-3503 Email: sjackson@primowater.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Jeffrey Manzella Title: Title Assistant Secretary
Authorized Signatory Email: jmanzella@primowater.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: Bottle Water Services
Short Description of Product(s)/Service(s) Being Requested: monthly service for bottle water for Maint facilities offices: Callahan, Yulee extension, Multi-use, Callahan property appraiser, Bryceville, Com Ctr/ Library, Library -FB/Callahan/Yulee/Health Clinics, PS Building, JPGC, EOC

(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: \$52,845.86

Amount of Renewal Options (if applicable): Year 1: \$ 26,422.73 Year 2: \$ 26,422.73
Year 3: _____ Year 4: _____

Total Amount of Contract (Initial Term + Renewal Options): \$105,691.72 (Estimate if necessary)

Account Number: 544000/ 552000

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: mmP

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: CM3101 Amendment No: A1

Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope

Supplemental Agreement Other: _____

Contract Amount with Previous Amendments: \$ 52,845.86 Amount of this Amendment: \$ 26,422.73

New Contract Amount including this Amendment: \$ 79,268.59

Account Code Change From: _____ 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 11/4/2024
Department Head/Contract Manager Date

Sanasa Helmore 11/6/2024
Procurement Date

Elvis Lacambra 11/4/2024
Office of Mgmt. & Budget Date

Denise C. May, Esq., BCS 11/7/2024
County Attorney Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 11/7/2024
County Manager Date

**FIRST AMENDMENT TO CONTRACT FOR BOTTLED WATER, COOLER AND
SUPPLY SERVICES**

THIS FIRST AMENDMENT TO THE CONTRACT FOR BOTTLED WATER, COOLER AND SUPPLY 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 **DS Services of America, Inc. dba Primo Water North America**, a business having its primary business location at 1150 Assembly Drive, Suite 800, Tampa, FL 33607, (hereinafter the “Vendor”).

WITNESSETH:

WHEREAS, the Parties previously entered into a Contract for Bottled Water, Cooler and Supply Services dated May 22, 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 19. of the Contract is hereby amended to extend the term of the Contract for an additional one (1) year and the Contract shall now terminate on November 30, 2025.

SECTION 2. The Contract is further amended to insert a new Section 30. entitled Anti-Human Trafficking Affidavit., which shall thereafter read: Upon execution of this Amendment and in accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, 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 Statutes.


SECTION 3. The Contract is further amended to insert a new Section 31. entitled Publication or Advertising of Contract., which shall thereafter read: The Vendor shall not publicly disseminate, advertise or publish any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor’s name and either description of this Contract or the name of the County in any material published, either in print or electronically.

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.

NASSAU COUNTY, FLORIDA

Signature:  _____

Print Name: TACO E. POPE, AICP

Title: Designee

Date: 11/7/2024

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS

DENISE C. MAY, County Attorney

DS SERVICES OF AMERICA, INC. dba PRIMO WATER NORTH AMERICA

Signature: *Jeffrey Manzella* _____

By: Jeffrey Manzella

Title: Assistant Secretary

Date: 11/6/2024

Certificate Of Completion

Envelope Id: F3F3E6D2B325438CA50AC35CD2FF1435	Status: Completed
Subject: DS Servives CM3101-A1 \$18,512.57	
Source Envelope:	
Document Pages: 4	Signatures: 13
Certificate Pages: 6	Initials: 2
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
11/4/2024 9:05:09 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: 11/4/2024 9:17:19 AM Viewed: 11/4/2024 10:50:06 AM Signed: 11/4/2024 10:50:57 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: 11/4/2024 10:51:00 AM Viewed: 11/4/2024 2:34:46 PM Signed: 11/4/2024 2:35:11 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: 11/4/2024 2:35:13 PM Viewed: 11/4/2024 2:51:54 PM Signed: 11/4/2024 2:52:07 PM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 11/4/2024 2:52:09 PM Viewed: 11/6/2024 8:48:40 AM Signed: 11/6/2024 8:49:02 AM
	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>Jeffrey Manzella jmanzella@primowater.com VP and General Counsel Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 128.136.252.4	<p>Sent: 11/6/2024 8:49:06 AM Viewed: 11/6/2024 9:05:22 AM Signed: 11/6/2024 12:58:12 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/6/2024 9:05:22 AM ID: 1b2cc4d7-8bca-419a-917f-9bebdfb96d81</p>		
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 11/6/2024 12:58:15 PM Viewed: 11/6/2024 5:52:58 PM Signed: 11/7/2024 9:49:38 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 11/7/2024 9:49:41 AM Viewed: 11/7/2024 9:50:22 AM Signed: 11/7/2024 9:51:19 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	<p>Sent: 11/7/2024 9:51:23 AM Viewed: 11/7/2024 10:02:07 AM Signed: 11/7/2024 10:02:13 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Uploaded Signature Image Using IP Address: 12.23.69.254	<p>Sent: 11/7/2024 10:02:16 AM Viewed: 11/7/2024 1:36:47 PM Signed: 11/7/2024 1:36:57 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Clerk Services boccclerkservices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/7/2024 1:36:59 PM
Procurement Department procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/7/2024 1:37:00 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/4/2024 9:17:19 AM
Certified Delivered	Security Checked	11/7/2024 1:36:47 PM
Signing Complete	Security Checked	11/7/2024 1:36:57 PM
Completed	Security Checked	11/7/2024 1:37:00 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

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 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 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 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

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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.