

CS-24-425

BOCC CONTRACT APPROVAL FORM

CONTRACT
TRACKING NO.
CM3101-A2

SECTION 1 - GENERAL INFORMATION

Requesting Department: Public Works Contact Person: Keesha Deetlefs
Telephone: (904) 530-6131 Email: kdeetlefs@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: DS Service of America, Inc. dba Primo Water North America
Address: 1150 Assembly Drive, Suite 800
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: ~~XXXXXXXXXX~~ Michael James Title: Title Assistant Secretary
Authorized Signatory Email: ~~XXXXXXXXXXXX~~ michael.james@primobrands.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: Bottled Water, Cooler and Supply Services
Short Description of Product(s)/Service(s) Being Requested: monthly service for bottle water for maintenance facilities: 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: \$ 26,422.93 Year 2: \$ 26,422.93
Year 3: _____ Year 4: _____
Total Amount of Contract (Initial Term - Renewal Options): \$105,691.72 (Estimate if necessary)
Account Number: various 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: MP

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: CM3101 Amendment No: A2
Type of Amendment: ☒ Renewal ☐ Time Extension with Increase ☐ Time Only Extension ☐ Additional Scope
☐ Supplemental Agreement ☐ Other: _____
Contract Amount with Previous Amendments: \$ 79,268.59 Amount of this Amendment: \$ 26,422.93
New Contract Amount including this Amendment: \$ 105,691.72
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

1. Doug Podiak 6/23/2025 3. Denise C. May, Esq., BOS 6/24/2025
Department Head/Contract Manager Date Procurement Date
(Signature required only if procurement related)
2. [Signature] 6.9.25 6/16/25 4. Denise C. May, Esq., BOS 7/9/2025
Office of Mgmt. & Budget Date County Attorney Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 7/13/2025
County Manager Date

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

THIS SECOND 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 Service 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") which provided for a term ending November 30, 2024, which was subsequently amended for another term and set to end on November 30, 2025; 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, 2026.

SECTION 2. The Contract is hereby amended to increase the total compensation amount for the goods/services paid to the vendor provided under the Contract by Twenty-Six Thousand Four Hundred Twenty-Two Dollars and 93/100 (\$26,422.93) for the second renewal term. The County shall now compensate the Vendor in an amount not to exceed One Hundred Five Thousand Six Hundred Ninety-One and 72/100 (\$105,691.72) for the full term (including the initial term and two, one-year extensions).

SECTION 3. Contracting with entities of foreign countries of concern prohibited. In accordance with Section 287.138, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor will comply with all requirements of Section 287.138, Florida Statutes.

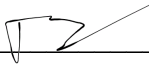
SECTION 4. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[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 BOARD OF COUNTY COMMISSIONERS

Signature:  _____

Print Name: Taco E. Pope AICP-ICMA-CM

Title: County Manager

Date: 7/13/2025

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 Michael James

By: ~~Jeffrey Manzella~~ Michael James

Title: Assistant Secretary

Date: 7/8/2025

Certificate Of Completion

Envelope Id: 359255BF-3286-438D-97B0-2AC94FACEEC6

Status: Completed

Subject: CM3101-A2 DS Service of America for Bottled Water FY25/26

Source Envelope:

Document Pages: 3

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 3

Keesha Deetlefs

AutoNav: Enabled

kdeetlefs@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Keesha Deetlefs

Location: DocuSign

6/20/2025 1:49:27 PM

kdeetlefs@nassaucountyfl.com

Signer Events

Signature

Timestamp

Becky Diden

bdiden@nassaucountyfl.com

Recycle Coordinator

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 6/20/2025 1:57:42 PM

Viewed: 6/20/2025 3:51:49 PM

Signed: 6/20/2025 3:52:07 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Doug Podiak

dpodiak@nassaucountyfl.com

Facilities Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 6/20/2025 3:52:08 PM

Viewed: 6/23/2025 1:08:47 PM

Signed: 6/23/2025 1:09:02 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle Proctor

mproctor@nassaucountyfl.com

Risk Manager

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

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Viewed: 6/23/2025 1:10:21 PM

Signed: 6/23/2025 1:10:35 PM

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)

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 6/23/2025 1:10:37 PM

Viewed: 6/24/2025 4:56:23 PM

Signed: 6/24/2025 4:56:35 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Keesha Deetlefs

kdeetlefs@nassaucountyfl.com

Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 50.238.237.26

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Resent: 7/7/2025 11:30:43 AM

Viewed: 7/7/2025 11:31:23 AM

Signed: 7/7/2025 11:33:53 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michael James michael.james@primobrands.com Assistant General Counsel Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.29.167.82	Sent: 7/7/2025 11:33:54 AM Viewed: 7/7/2025 11:40:39 AM Signed: 7/8/2025 9:21:50 AM
Electronic Record and Signature Disclosure: Accepted: 7/7/2025 11:40:39 AM ID: 6b326618-28fc-4463-bd36-f3961ff9c458		
Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 7/8/2025 9:21:53 AM Viewed: 7/9/2025 10:20:07 AM Signed: 7/9/2025 10:20:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 7/9/2025 10:20:24 AM Viewed: 7/9/2025 10:21:42 AM Signed: 7/9/2025 10:22:01 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 2601:348:4101:8660:908d:c1a9:a58e:986a Signed using mobile	Sent: 7/9/2025 10:22:03 AM Viewed: 7/13/2025 10:55:31 AM Signed: 7/13/2025 10:55:44 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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)	COPIED	Sent: 7/13/2025 10:55:48 AM Viewed: 7/14/2025 8:37:57 AM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Procurement
Procurement@nassaucountyfl.com
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 7/13/2025 10:55:48 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	7/7/2025 11:30:42 AM
Envelope Updated	Security Checked	7/7/2025 11:30:42 AM
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Envelope Updated	Security Checked	7/7/2025 11:33:15 AM
Certified Delivered	Security Checked	7/13/2025 10:55:31 AM
Signing Complete	Security Checked	7/13/2025 10:55:44 AM
Completed	Security Checked	7/13/2025 10:55:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.