CONTRACT FOR BOTTLED WATER, COOLER AND SUPPLY SERVICES

THIS CONTRACT entered into on <u>May 22, 2023</u>, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political** subdivision of the State of Florida, hereinafter referred to as the "County", and DS Services of America, Inc. dba Primo Water North America, located at 1150 Assembly Drive, Suite 800, Tampa, FL 33607, hereinafter referred to as the "Vendor".

WHEREAS, the County has determined that the goods and services required from the Vendor is a single source as evidenced by the completed Nassau County Non-Competitive Justification Form, a copy of which is included with the Vendor's Price Sheet, all of which is attached hereto as Attachment "A" and made part hereof; and

WHEREAS, the County has completed all necessary steps under the applicable Nassau County Purchasing Policy in regard to the sole/single source acquisition of the Vendor's goods and services.

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 and/or Materials to be Provided

The County does hereby retain the Vendor to provide the bottled water, cooler and supply services. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a Purchase Order for services and/or materials issued by the County.

All equipment leased by the Vendor to the County under this Agreement including, without limitation, all water coolers and 5-gallon water bottles (collectively, "Primo Equipment") shall remain the sole and exclusive property of Vendor. County acknowledges that this is a true lease and no payments by County made under this Agreement shall apply toward the purchase of any Primo Equipment. Vendor may replace or exchange any Primo Equipment at any time at its sole discretion. County shall not permit any liens or security interests on any Primo Equipment.

The County may add or delete locations and quantities as needed throughout the duration of this contract; any additions or deletions of locations or quantities after the first performance period as defined in Section 19. shall be at a mutually agreed upon price.

SECTION 2. Receiving/Payment/Invoicing

Initials NOT

Initials

Revised 9/15/2022

1

No payment will be made for services and/or materials without proper County authorization and approval. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to <u>invoices@nassaucountyfl.com</u>. and jkirkland@nassaucountyfl.com Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Services and/or Materials

Receipt of services and/or materials shall <u>not</u> constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

SECTION 4. Firm Prices

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the length of the initial term of the Contract pursuant to pricing as reflected in Attachment "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

SECTION 5. 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

Initials: M^{\uparrow}

Initials:

awards may 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 6. Expenses

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

SECTION 7. Taxes and Liens

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 8. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules 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. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 9. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 10. 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 authority in the County.

SECTION 11. 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.

Initials:

Initials: <u>M</u>

SECTION 12. 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 13. Termination for Default, Fraud or Willful Misconduct

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 reasonably determine that the Vendor has failed to meet the requirements as outlined in this Contract. Upon receipt of the written notice of termination, the Vendor shall immediately render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

SECTION 14. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials 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 to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

SECTION 15. 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 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this

Initials: NT

Initials;

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 17. Vendor Responsibilities

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

SECTION 18. Public Emergencies

Deleted

SECTION 19. Period of Contract/Option to Extend or Renew

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate on November 30, 2024. The performance period of this Contract may be extended in one (1) year increments, unless otherwise agreed to by the parties, for up to two (2) additional years maximum upon mutual written agreement between the Vendor and the County. Pricing shall be mutually agreed upon for any renewal term. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 20. Probationary Period – Not applicable

SECTION 21. Independent Vendor Status

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 22. Indemnification and Insurance

Initials:

Initials: M^{\uparrow}

Vendor shall indemnify and hold harmless the County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "1" and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

SECTION 23. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may 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 Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 24. E-Verify System

The Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the Work (under this Contract), the Vendor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: <u>www.uscis.gov.e-verify</u>.

Initials: MT

Initials:

The Vendor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to F.S. 448.095(2)(c), the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 25. Public Records

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, <u>RECORDS@NASSAUCOUNTYFL.COM</u>, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor 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.

Initials: NT

Initials:

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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor 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.

SECTION 26. Request for Records; Noncompliance

A request to inspect or copy public records relating to a public agency's contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

SECTION 27. Civil Action

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

Initials

Initials: MT

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

Deleted.

SECTION 29. 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 COONTY, PLORIDA

By: <u>KLYNT A. FARMER</u> Its: Chairman Date: <u>5-22-23</u>

Attest as to authenticity of the Chair's signature:

CRAWFORD N A

JOHN A. CRAWFORD Its: Ex-Officio Clerk

Initials IDT

Initials

Contract No.: CM3101

Approved as to form and legality by the Nassau County Attorney

Denise C. May DENISE C. MAY

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

Jeffrey D. Humpson

Its: _____ vp of Sales

Date: ____

Initials;

Initials: <u>M</u>

DocuSign Envelope ID: 745AEE96-18A4-4EED-A600-66FD11606288



WATER NORTH AMERICA

ATTACHMENT "A"

1150 Assembly Drive Suite 800 Attn: Sharyea Jackson Tampa, FL 33607 Office: (678)486 3503 SJackson@primowater.com

1/12/2023

Price Quote - Nassau County's Pricing

Attn: Evelyn Burton

Item	Quantity	Unit	Description	Unit Price
ltem 1:	1	Each	Hot/Cold Coolers	\$3.99
Item 2:	1	Each	5 Gallon Purified	\$5.99
Item 3:	1	Each	5 Gallon Spring	\$6.99
Item 4:	1	Case	16.9oz/24ct	\$6.99
Item 5:	1	Sleeve	5oz Cone Cups	\$4.10
Item 6:	1	Sleeve	7oz Plastic Cups	\$3.99

1. Quote Pricing Service agreement

We appreciate your business and the opportunity to serve you. Should you have any additional questions or concerns, please feel free to call me direct at (404)548-2073.

Cordially,

Sharyea Jackson

Government Bid Manager

Non-Competitive Justification Form (Exemptions / Sole Source / Single Source)

Date:	Jan 30, 2023	Project:	Bottled Water Service
Vendor Name:	D S Services of America dba Primo NA	FY Cost:	\$26,422.93
Address:	2300 Windy Ridge Pkwy. Ste 500 Atlanta, GA, 30339	Total Cost:	\$52.845.86 (initial term)
Phone:	678-486-3503	Account: Various /	544000/544030/552000
Contact Name:	Sharyea Jackson		
Description of Goods an	nd/or Services:		
County-wide bottled wate	r service		

Source of Funds: 🖾 County 🖾 State 🖾 Federal 🗖 Other

Check one (1) of the following choices:

Exempt purchase:	Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
	Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy
	Publications (5.3 – Nassau County Purchasing Policy Exemption)
	Real Property- purchase, lease, or rental (5.4 - Nassau County Purchasing Policy)
	Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
	Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)
X Single Source:	The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)
Sole Source	The goods or services can be legally purchased from only one source. (Attach letter from the manufacturer of product). Were alternatives evaluated? Yes \Box (If yes, explain why alternatives are unacceptable) No \Box (If no, explain why alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

- D S Services of America is currently the only company that leases the bottom-loading coolers. The alternative top-loading coolers are the only coolers other vendors lease. The bottom-loading coolers are safer to use. It eliminates the need to lift the 5-gal water bottles above the waste. Additionally the County does not have sufficient staff to maintain the costly repairs, maintenance & replacement of purchased water equipment.

Department Head/Managing Agent -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy

Procurement Director - I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

duris lacambra

County Manager - I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved thisRequisition and no other conditions would prevent approval.

Taco E. Pope, AICP

DocuSign Envelope ID: 745AEE96-18A4-4EED-A600-66FD11606288



WATER NORTH AMERICA 2300 Windy Ridge Parkway Suite 500 N Attn: Sharyea Jackson Atlanta, GA 30339 Office: (678)486-3503 SJackson@primowater.com

1/31/2023

Attn: Evelyn Burton (Nassau County)

We have been servicing Nassau County for 5 plus years with bottled water and cooler rental. It has been a great working relationship and we look forward to our on-going relationship.

Since 1925 Primo Water has been providing customers with clean, fresh, great tasting water and excellent service you can depend on. Primo Water upholds meticulous standards of quality, taste, purity, service and value. All of our waters exceed all Federal, State and County water quality standards.

Our bottling facilities have consistently scored 100% during the annual quality assurance and sanitation audits completed by the National Sanitation Foundation International - a recognized independent third party organization that inspects bottling facilities annually.

We appreciate your business and the opportunity to serve you. Should you have any additional questions or concerns, please feel free to call me direct at (404)548-2073. We sincerely thank you for your interest in Primo Water products and services; we look forward to hearing from you soon.

Cordially,

Sharyea Jackson

Government Bid Manager

DocuSign Envelope ID: 745AEE96-18A4-4EED-A600-66FD11606288

EXHIBIT "1"

BI RI IN If	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN EPRESENTATIVE OR PRODUCER, A MPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject his certificate does not confer rights	IVELY OF SURANCE ND THE OF is an ADI t to the te	R NEGATIVELY AMEND, E) DOES NOT CONSTITUTE CERTIFICATE HOLDER. DITIONAL INSURED, the poli tims and conditions of the p	A CONTRACT	TER THE CO BETWEEN ave ADDITIO	OVERAGE AFFORDED BY THE THE ISSUING INSURER(S), AU	E POLICIES UTHORIZED	
	DUCER Lockton Companies		CO	INTACT				
	1185 Avenue of the Americas,	Suite 2010	06	CALE		FAX (A/C, No);		
	New York NY 10036		E-	G. No. Ext): MAIL DRESS.		CESSALTER.		
	646-572-7300				SURER(S) AFFO		NAIC #	
_			INS	SURER A : Starr In	demnity &	Liability Company	3831	
1492566 DS Services of America, Inc. dba Primo Water North America			INS	INSURER B : Start Specialty Insurance Company				
			INS	SURER C :			her	
	1150 Assembly Drive, Suite 80 Tampa FL 33607	0	INS	SURER D				
	Tampa PL 55007		INS	SURER E				
-				SURER F :				
-	VERAGES MAIN CER HIS IS TO CERTIFY THAT THE POLICIES		E NUMBER: 17601152	DEEN ICOUED TO	THE MOUD		XXXXXX	
CE	IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	PERTAIN,	THE INSURANCE AFFORDED LIMITS SHOWN MAY HAVE BEE	BY THE POLICIE	S DESCRIBE	D HEREIN IS SUBJECT TO ALL 1		
ISR TR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	00.000	
٩ -		Y Y	1000100177 221	11/7/2022	11/7/2023	DAMAGE TO RENITED	00,000	
+	CLAIMS-MADE X OCCUR	-				PREMISES (Ea occurrence) \$ 1,000,000		
-						MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000		
-	GEN'L AGGREGATE LIMIT APPLIES PER:				1	and the second	the state of the s	
1	X POLICY PRO- LOC						s 6,000,000 g s 6,000,000	
1	OTHER:				· · · · ·	FRODUCTS-COMPTOF AGG 1 0,00	00,000	
	AUTOMOBILE LIABILITY	Y Y	1000692443 221	11/7/2022	11/7/2023	COMBINED SINGLE LIMIT \$ 5,00	00,000	
T	X ANY AUTO		1000692444 221	11/7/2022	11/7/2023	particular and the solution of	XXXXX	
100	OWNED AUTOS ONLY AUTOS					BODILY INJURY (Per accident) \$ XX	And and and a stand of the second	
	AUTOS ONLY NON-OWNED					Include the second of the second second	XXXXX	
						Medical Payment \$ 5,00	00	
L	X UMBRELLA LIAB X OCCUR	Y Y	1000589681221	11/7/2022	11/7/2023	EACH OCCURRENCE \$ 10.0	000,000	
EXCESS LIAB CLAIMS-MA		E				AGGREGATE \$ 10.0	000,000	
_	DED RETENTION \$		the second s				XXXXX	
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	Y	100 0004823	11/7/2022	11/7/2023	A STATUTE ER		
5 10	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	100 0004822 100 0004821	11/7/2022	11/7/2023	bernaren ber	00,000	
D (Mandatory in NH)			100 0004820	11/7/2022	11/7/2023	E.L. DISEASE - EA EMPLOYEE \$ 2,00		
10	If yes, describe under DESCRIPTION OF OPERATIONS below					EL. DISEASE - POLICY LIMIT \$ 2,00	00.000	
						X		

The ACORD name and logo are registered marks of ACORD

CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability evidenced herein is Primary and non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

١

Attachment Code: D591024 Master ID: 1492566, Certificate ID: 17601152

Named Insured

Primo Water Primo Water North America DS Services of America, Inc. GW Services LLC 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 Crystal Rock Vermont Pure Remington Pure PureFlo Earth20 The Sweetwater