

SECOND AMENDMENT OF THE AGREEMENT FOR PURCHASE
AND DELIVERY OF BOTTLED WATER

THIS SECOND AMENDMENT OF THE AGREEMENT FOR PURCHASE AND DELIVERY OF BOTTLED WATER, made and entered into on this 30 day of July, 2018 by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and DS Services of America, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for services to purchase and deliver bottled water through Solicitation No. B170245TJM with Vendor on the 5th day of January, 2018 ("Agreement"); and,

WHEREAS, Section 2 of the Exhibit A Scope of Services insufficiently described the packaging and description of the bottled water; and,

WHEREAS, the Parties wish to amend Section 2.6 of the Exhibit A Scope of Services to further clarify the requirements for replacement dispensers; and,

WHEREAS, Items 1, 3, 7 and 8 of the Exhibit B Fee Schedule lack sufficient descriptors for the items and the Parties desire to modify Items 1, 3, 7 and 8 of the Exhibit B Fee Schedule to include the descriptors of the items; and,

WHEREAS, Item 5 of the Exhibit B Fee Schedule is insufficiently titled as "4.25 cone cups" and the parties wish to amend this title so that it is more accurate and descriptive; and

WHEREAS, the Parties mutually agree to decrease the price for Items 7 and 8 of the Exhibit B Fee Schedule; and,

WHEREAS, the Parties desire to modify the aforementioned terms of the Agreement pursuant to Article XV. Miscellaneous of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Exhibit A Scope of Services Section 2 introductory paragraph shall be superseded by:
“2. BOTTLED WATER SERVICE SPECIFICATIONS

The County requires that drinking, purified, spring (sodium free) and distilled or deionized water is supplied under this Agreement. Water shall be supplied in 3-gallon or 5-gallon containers with a “Saniguard” type (or equal) packaging seal and .5 liter bottled water, packaged in cases of 24 bottles. Note: All dispensers placed under this Agreement shall be Energy Star compliant. The County requires that the Vendor provide water dispensers to adequately service approximately 60 locations with the understanding that more than one dispenser may be required at some locations. The County requires that hot and cold water dispensers are available for all locations.”

2. The Exhibit A Scope of Services Section 2.6 shall be superseded by:
“Should a dispenser break or malfunction, a replacement unit shall be delivered and installed within 24 hours of the placement of the service call. The replacement unit shall be new or refurbished.”

3. The Exhibit B Fee Schedule shall be superseded by:

<u>Item</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Unit Price</u>
1	Purified, Distilled, and Spring 5 Gallon Bottled Water (Price per 5 gallon bottle)	Each	\$ 2.99
2	Distilled, Deionized 5 Gallon Bottled Water (Price per 5 gallon bottle)	Each	\$ 2.99
3	Purified, Distilled, and Spring 3 Gallon Bottled Water (Price per 3 gallon bottle)	Each	\$ 2.99
4	Water Dispenser Monthly Rental – Hot & Cold (Price per dispenser)	Each	\$ 1.10

5	5 oz. Cone Cup – 200 cups per package (Price per package)	Package	\$ 3.40
6	7 oz. Flat Bottom Cup – 50 cups per package (Price per package)	Package	\$ 2.99
7	.5 Liter Purified, Spring, and Distilled Bottled Water – 24 per case (Price per case)	Case	\$ 4.99
8	.5 Liter Purified, Spring, and Distilled Bottled Water – 24 per case, Packaged 72 cases of 24 bottles per pallet (Price per 72 case pallet)	Pallet	\$ 359.28
9	Tabletop Water Dispenser Monthly Rental – Hot & Cold (Price per dispenser)	Each	\$ 1.10
10	Hand Pump Container Monthly Rental (Price per dispenser)	Each	\$ 0.00
11	Bottle Deposit Fee (Price per bottle)	Each	\$ 6.00

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this 30 day of July, 2018 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 

Mary G. Tucker
Director of Procurement Management, on
behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: 

County Attorney's Office

DATED this 17th day of July, 2018 by DS Services of America, Inc.

ATTEST: 

(Witness)

BY: 

Authorized Signature

Mark A. Campbell

Authorized Signature Printed Name

SVP Revenue Officer

Authorized Signature Title

CORPORATE SEAL: