

Notice of Blanket Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	DS WATERS OF AMERICA INC 5660 NEW NORTHSIDE DR STE 500 ATLANTA, GA 30328 United States
--	---

WATER, BOTTLED AND COOLERS - MPA-165	
Award Number	3445423
Revision Number	2
Effective Period	01-DEC-2015 - 30-NOV-2017
Approved PO Date	12-SEP-2016
Vendor Number	29596-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
---	---

Type of Requisition	*OTHER
Requisition Number	1441571
Change Order Requisition Number	
Solicitation Number	7549941
Freight	Paid
Payment Terms	NET 30
Buyer	Louro, Sharon -
Requester Name	Mcmahon, Catherine A
Work Telephone	401-574-8591

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

CHANGE TO PO #3445423 DATED 6/28/16

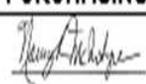
LINE ITEM #19.1 ADDED - TAX ON BEVERAGE CONTAINERS.

Line	Description	Unit	Unit Price (USD)
1	MPA-165 12/1/15-11/30/17 PURIFIED WATER, 5 GALLON BOTTLE - PRICE PER 5 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.29
2	MPA-165 12/1/15-11/30/17 SPRING WATER - 3 GALLON BOTTLE - PRICE PER 3 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.99
3	MPA-165 12/1/15-11/30/17 SPRING WATER - 1 GALLON	Each	.83

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

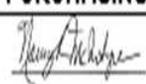
STATE PURCHASING AGENT
 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
	CONTAINER - PRICE PER GALLON - BRAND - BELMONT SPRINGS - COOLERS ARE TO BE FREESTANDING		
4	MPA-165 12/1/15-11/30/17 COOLER, COLD, RENTAL CHARGE PER MONTH	Month	.99
5	MPA-165 12/1/15-11/30/17 COOLER, HOT & COLD, RENTAL CHARGE PER MONTH	Month	.99
6	MPA-165 12/1/15-11/30/17 CUPS, CONE, WITH DISPENSER PROVIDED - SIZE OF CUP: 5 OZ - CUPS PER SLEEVE: 200	Each	2.99
7	MPA-165 12/1/15-11/30/17 CUPS, FLAT BOTTOM, WITH DISPENSER PROVIDED - SIZE OF CUP: 9 OZ - CUPS PER SLEEVE: 50	Each	2.99
8	MPA-165 12/1/15-11/30/17 RENTAL OF POINT OF USE FILTRATION SYSTEM - OASIS POU1SR SERIES OR EQUAL - PRICE PER MONTH FOR RENTAL	Month	19.99
INSTALLATION - PRICE PER FOOT - none MAINTENANCE: FILTER CHANGES - PRICE PER FILTER CHANGE: \$65.00 / EA 1 ANNUAL FILTER CHANGE INCLUDED			
9	MPA-165 12/1/15-11/30/17 .5 L BOTTLES (24 BOTTLES PER CASE)	Case	4.99
10	MPA-165 12/1/17-11/30/19 PURIFIED WATER, 5 GALLON BOTTLE- PRICE PER 5 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.29
11	MPA-165 12/1/17-11/30/19 SPRING WATER - 3 GALLON BOTTLE - PRICE PER 3 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.99
12	MPA-165 12/1/17-11/30/19 SPRING WATER - 1 GALLON CONTAINER - PRICE PER GALLON CONTAINER - BRAND - BELMONT SPRINGS - COOLERS ARE TO BE FREESTANDING	Each	.83
13	MPA-165 12/1/17-11/30/19 COOLER, COLD, RENTAL CHARGE PER MONTH	Month	.99
14	MPA-165 12/1/17-11/30/19 COOLER, HOT & COLD, RENTAL CHARGE PER MONTH	Month	.99
15	MPA-165 12/1/17-11/30/19 CUPS, CONE, WITH DISPENSER PROVIDED - SIZE OF CUP: 5 OZ. - CUPS PER SLEEVE - 200	Each	2.99
16	MPA-165 12/1/17-11/30/19 CUPS, FLAT BOTTOM, WITH DISPENSER PROVIDED - SIZE OF CUP: 9 OZ. - CUPS PER SLEEVE - 50	Each	2.99
17	MPA-165 12/1/17-11/30/19 RENTAL OF POINT OF USE FILTRATION SYSTEM - OASIS POU1SR SERIES OR EQUAL - A PRICE PER MONTH FOR RENTAL.	Month	19.99
INSTALLATION - PRICE PER FOOT - NONE MAINTENANCE: FILTER CHANGES - PRICE PER FILTER CHANGE - \$65.00 / EA			

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
1 ANNUAL FILTER CHANGE INCLUDED			
18	MPA-165 12/1/17-11/30/19 .5L BOTTLES (24 BOTTLES PER CASE)	Case	4.99
19	MPA-165 FY17-19 RI CONTAINER TAX ON 1 GALLON BOTTLES	Case	.04
19.1	MPA-165 FY17-19 \$.04 TAX ON BEVERAGE CONTAINERS THAT ARE NOT REFILLABLE - IT DOES NOT APPLY TO REUSABLE AND REFILLABLE BEVERAGE CONTAINERS (CHAPTER 44-44-3).	Case	.04

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT

Nancy R. McIntyre

Nancy R. McIntyre

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....V

 PURCHASE ORDER STANDARD TERMS AND CONDITIONSV

 TERMS AND CONDITIONS FOR THIS PURCHASE ORDERV

 MPA BID AWARD (STATEWIDE APPLICABILITY)V

 MULTI YEAR AWARDV

 PURCHASE AGREEMENT AWARDV

 AUTHORIZATION AND RELEASEV

 BLANKET PAYMENTV

 EQUAL OPPORTUNITY COMPLIANCEVI

 CAMPAIGN FINANCE COMPLIANCEVI

 TERMS AND CONDITIONS OF PRICING AGREEMENTVI

Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE

AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement

number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

Notice of Blanket Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	DS WATERS OF AMERICA INC 5660 NEW NORTHSIDE DR STE 500 ATLANTA, GA 30328 United States
--	---

WATER, BOTTLED AND COOLERS - MPA-165	
Award Number	3445423
Revision Number	1
Effective Period	01-DEC-2015 - 30-NOV-2017
Approved PO Date	06-JUL-2016
Vendor Number	29596-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
---	---

Type of Requisition	*OTHER
Requisition Number	1441571
Change Order Requisition Number	
Solicitation Number	7549941
Freight	Paid
Payment Terms	NET 30
Buyer	Louro, Sharon -
Requester Name	Mcmahon, Catherine A
Work Telephone	401-574-8591

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

CHANGE TO PO #3445423 DATED 6/28/16

ADDED LINE ITEM #19 FOR THE RHODE ISLAND CONTAINER TAX

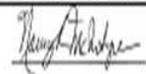
Line	Description	Unit	Unit Price (USD)
1	MPA-165 12/1/15-11/30/17 PURIFIED WATER, 5 GALLON BOTTLE - PRICE PER 5 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.29
2	MPA-165 12/1/15-11/30/17 SPRING WATER - 3 GALLON BOTTLE - PRICE PER 3 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.99
3	MPA-165 12/1/15-11/30/17 SPRING WATER - 1 GALLON CONTAINER - PRICE PER GALLON - BRAND - BELMONT	Each	.83

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT

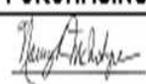

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
SPRINGS - COOLERS ARE TO BE FREESTANDING			
4	MPA-165 12/1/15-11/30/17 COOLER, COLD, RENTAL CHARGE PER MONTH	Month	.99
5	MPA-165 12/1/15-11/30/17 COOLER, HOT & COLD, RENTAL CHARGE PER MONTH	Month	.99
6	MPA-165 12/1/15-11/30/17 CUPS, CONE, WITH DISPENSER PROVIDED - SIZE OF CUP: 5 OZ - CUPS PER SLEEVE: 200	Each	2.99
7	MPA-165 12/1/15-11/30/17 CUPS, FLAT BOTTOM, WITH DISPENSER PROVIDED - SIZE OF CUP: 9 OZ - CUPS PER SLEEVE: 50	Each	2.99
8	MPA-165 12/1/15-11/30/17 RENTAL OF POINT OF USE FILTRATION SYSTEM - OASIS POU1SR SERIES OR EQUAL - PRICE PER MONTH FOR RENTAL	Month	19.99
INSTALLATION - PRICE PER FOOT - none MAINTENANCE: FILTER CHANGES - PRICE PER FILTER CHANGE: \$65.00 / EA 1 ANNUAL FILTER CHANGE INCLUDED			
9	MPA-165 12/1/15-11/30/17 .5 L BOTTLES (24 BOTTLES PER CASE)	Case	4.99
10	MPA-165 12/1/17-11/30/19 PURIFIED WATER, 5 GALLON BOTTLE- PRICE PER 5 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.29
11	MPA-165 12/1/17-11/30/19 SPRING WATER - 3 GALLON BOTTLE - PRICE PER 3 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.99
12	MPA-165 12/1/17-11/30/19 SPRING WATER - 1 GALLON CONTAINER - PRICE PER GALLON CONTAINER - BRAND - BELMONT SPRINGS - COOLERS ARE TO BE FREESTANDING	Each	.83
13	MPA-165 12/1/17-11/30/19 COOLER, COLD, RENTAL CHARGE PER MONTH	Month	.99
14	MPA-165 12/1/17-11/30/19 COOLER, HOT & COLD, RENTAL CHARGE PER MONTH	Month	.99
15	MPA-165 12/1/17-11/30/19 CUPS, CONE, WITH DISPENSER PROVIDED - SIZE OF CUP: 5 OZ. - CUPS PER SLEEVE - 200	Each	2.99
16	MPA-165 12/1/17-11/30/19 CUPS, FLAT BOTTOM, WITH DISPENSER PROVIDED - SIZE OF CUP: 9 OZ. - CUPS PER SLEEVE - 50	Each	2.99
17	MPA-165 12/1/17-11/30/19 RENTAL OF POINT OF USE FILTRATION SYSTEM - OASIS POU1SR SERIES OR EQUAL - A PRICE PER MONTH FOR RENTAL.	Month	19.99
INSTALLATION - PRICE PER FOOT - NONE MAINTENANCE: FILTER CHANGES - PRICE PER FILTER CHANGE - \$65.00 / EA			

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

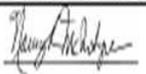
STATE PURCHASING AGENT

 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
1 ANNUAL FILTER CHANGE INCLUDED			
18	MPA-165 12/1/17-11/30/19 .5L BOTTLES (24 BOTTLES PER CASE)	Case	4.99
19	MPA-165 FY17-19 RI CONTAINER TAX ON 1 GALLON BOTTLES	Case	.04

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT
 Nancy R. McIntyre

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....V
PURCHASE ORDER STANDARD TERMS AND CONDITIONSV
TERMS AND CONDITIONS FOR THIS PURCHASE ORDERV
MPA BID AWARD (STATEWIDE APPLICABILITY)V
MULTI YEAR AWARDV
PURCHASE AGREEMENT AWARDV
AUTHORIZATION AND RELEASEV
BLANKET PAYMENTV
EQUAL OPPORTUNITY COMPLIANCEVI
CAMPAIGN FINANCE COMPLIANCEVI
TERMS AND CONDITIONS OF PRICING AGREEMENTVI

Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE

AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement

number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

DS WATERS OF AMERICA INC
 5660 NEW NORTHSIDE DR
 STE 500
 ATLANTA, GA 30328
 United States

WATER, BOTTLED AND COOLERS -
 MPA-165

Award Number
 3445423

Effective Period:
 01-DEC-15 - 30-NOV-17

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 24-NOV-15 Buyer: S Louro Shipping: Paid Terms: NET 30 Vendor # 29596	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

		BLANKET REQUIREMENTS: 12/1/15 - 11/30/17 TWO-YEAR CONTRACT WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS. MPA #165 PRICES WILL BE FOR FURNISHING GLASS OR POLYCARBONATE CARBOYS. THERE WILL BE NO SEPARATE FEES OR DEPOSITS FOR BOTTLES OR CRATES AT THE TIME OF DELIVERY. CHARGES FOR UNRETURNED BOTTLES AT TERMINATION OF SERVICE ONLY. FAILURE TO ADHERE TO THIS REQUIREMENT WILL RESULT IN TERMINATION OF THE CONTRACT.		
1		MPA-165 12/1/15-11/30/17 PURIFIED WATER, 5 GALLON BOTTLE - PRICE PER 5 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.29
2		MPA-165 12/1/15-11/30/17 SPRING WATER - 3 GALLON BOTTLE - PRICE PER 3 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.99
3		MPA-165 12/1/15-11/30/17 SPRING WATER - 1 GALLON CONTAINER - PRICE PER GALLON - BRAND - BELMONT SPRINGS - COOLERS ARE TO BE FREESTANDING	Each	.83
4		MPA-165 12/1/15-11/30/17 COOLER, COLD, RENTAL CHARGE PER MONTH	Month	.99
5		MPA-165 12/1/15-11/30/17 COOLER, HOT & COLD, RENTAL CHARGE PER MONTH	Month	.99
6		MPA-165 12/1/15-11/30/17 CUPS, CONE, WITH DISPENSER PROVIDED - SIZE OF CUP: 5 OZ - CUPS PER SLEEVE: 200	Each	2.99

STATE PURCHASING AGENT

Nancy R. McIntyre



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

DS WATERS OF AMERICA INC
 5660 NEW NORTHSIDE DR
 STE 500
 ATLANTA, GA 30328
 United States

WATER, BOTTLED AND COOLERS -
 MPA-165

Award Number
 3445423

Effective Period:
 01-DEC-15 - 30-NOV-17

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 24-NOV-15 Buyer: S Louro Shipping: Paid Terms: NET 30 Vendor # 29596	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

7		MPA-165 12/1/15-11/30/17 CUPS, FLAT BOTTOM, WITH DISPENSER PROVIDED - SIZE OF CUP: 9 OZ - CUPS PER SLEEVE: 50	Each	2.99
8		MPA-165 12/1/15-11/30/17 RENTAL OF POINT OF USE FILTRATION SYSTEM - OASIS POU1SR SERIES OR EQUAL - PRICE PER MONTH FOR RENTAL INSTALLATION - PRICE PER FOOT - none MAINTENANCE: FILTER CHANGES - PRICE PER FILTER CHANGE: \$65.00 / EA 1 ANNUAL FILTER CHANGE INCLUDED	Month	19.99
9		MPA-165 12/1/15-11/30/17 .5 L BOTTLES (24 BOTTLES PER CASE)	Case	4.99
10		MPA-165 12/1/17-11/30/19 PURIFIED WATER, 5 GALLON BOTTLE- PRICE PER 5 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.29
11		MPA-165 12/1/17-11/30/19 SPRING WATER - 3 GALLON BOTTLE - PRICE PER 3 GALLON BOTTLE - BRAND - BELMONT SPRINGS	Each	2.99
12		MPA-165 12/1/17-11/30/19 SPRING WATER - 1 GALLON CONTAINER - PRICE PER GALLON CONTAINER - BRAND - BELMONT SPRINGS - COOLERS ARE TO BE FREESTANDING	Each	.83
13		MPA-165 12/1/17-11/30/19 COOLER, COLD, RENTAL CHARGE PER MONTH	Month	.99
14		MPA-165 12/1/17-11/30/19 COOLER, HOT & COLD, RENTAL CHARGE PER MONTH	Month	.99
15		MPA-165 12/1/17-11/30/19 CUPS, CONE, WITH DISPENSER PROVIDED - SIZE OF CUP: 5 OZ. - CUPS PER SLEEVE - 200	Each	2.99
16		MPA-165 12/1/17-11/30/19 CUPS, FLAT BOTTOM, WITH DISPENSER PROVIDED - SIZE OF CUP: 9 OZ. - CUPS PER SLEEVE - 50	Each	2.99
17		MPA-165 12/1/17-11/30/19 RENTAL OF POINT OF USE FILTRATION SYSTEM -	Month	19.99

STATE PURCHASING AGENT

Nancy R. McIntyre

Nancy R. McIntyre



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

DS WATERS OF AMERICA INC
 5660 NEW NORTHSIDE DR
 STE 500
 ATLANTA, GA 30328
 United States

WATER, BOTTLED AND COOLERS -
 MPA-165

Award Number
 3445423

Effective Period:
 01-DEC-15 - 30-NOV-17

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 24-NOV-15 Buyer: S Louro Shipping: Paid Terms: NET 30 Vendor # 29596	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
--	---	---	--	---

Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

		OASIS POU1SR SERIES OR EQUAL - A PRICE PER MONTH FOR RENTAL. INSTALLATION - PRICE PER FOOT - NONE MAINTENANCE: FILTER CHANGES - PRICE PER FILTER CHANGE - \$65.00 / EA 1 ANNUAL FILTER CHANGE INCLUDED		
18		MPA-165 12/1/17-11/30/19 .5L BOTTLES (24 BOTTLES PER CASE) SUPPLIER CONTACT: JENNI EASON - (678) 486-3448 JEason@DSServices.com	Case	4.99

STATE PURCHASING AGENT

Nancy R. McIntyre

CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....III
PURCHASE ORDER STANDARD TERMS AND CONDITIONSIII
TERMS AND CONDITIONS FOR THIS PURCHASE ORDERIII
MPA BID AWARD (STATEWIDE APPLICABILITY)III
MULTI YEAR AWARDIII
PURCHASE AGREEMENT AWARDIII
AUTHORIZATION AND RELEASEIII
BLANKET PAYMENTIII
EQUAL OPPORTUNITY COMPLIANCEIV
CAMPAIGN FINANCE COMPLIANCEIV
TERMS AND CONDITIONS OF PRICING AGREEMENTIV

Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE

AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement

number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.