



ORIGINAL

Purchase Order

Revisions 000

Fiscal Year 2023

Page: 1 of: 1

Buyer: Shannon Bailey

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22300769 - 000**

Inside delivery shall be required unless otherwise specified below.
NNPS FIN: 54-1398784

BILL TO

PLANT SERVICES
12580 PATRICK HENRY DRIVE
NEWPORT NEWS, VA 23602-9538

VENDOR

FLOWATER, INC
4045 N PECOS ST STE 200-3
DENVER, CO 80211-2570

SHIP TO

PLANT SERVICES
12580 PATRICK HENRY DRIVE
NEWPORT NEWS, VA 23602-9538

Discount Percent	Days to Discount	Days to Net	
0.000	0	30	
Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
877-772-7775		12301135	MULTIPLE LOCATIONS
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
12/15/2022	11809	01/16/2023	MLES
			Department/Location
			PLANT SERVICES

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	PROVIDE MLES TO PERFORM DELIVERY AND INSTALLATION OF 121 FloWater REFILL STAIONS DIVISION WIDE WITH PRE-PAID FILTERS AND SERVICE LABOR INCLUDED AS PER ATTACHED PROPOSAL	626,175.0	EACH	\$1.00	\$626,175.00
2	PROVIDE MLES TO PERFORM DELIVERY AND INSTALLATION OF 121 FloWater REFILL STAIONS DIVISION WIDE WITH PRE-PAID FILTERS AND SERVICE LABOR INCLUDED AS PER ATTACHED PROPOSAL	121,000.0	EACH	\$1.00	\$121,000.00
<p>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading</p> <p>THIS PO IS ISSUED IN ACCORDANCE WITH AND INCORPORATES VENDOR QUOTE DATED OCTOBER 17, 2022, NNPS TERMS AND CONDITIONS.</p> <p>NNPS POC - WADE BEVERLY, 757-881-5024 x14104</p> <p>VENDOR POC - BOB COOK, 815-451-8228 EMAIL PO TO VENDOR BOB.COOK@DRINKFLOWATER.COM</p> <p>THIS ORDER MAY BE SUBJECT TO FEDERAL OVERSIGHT.THE VENDOR, AS APPLICABLE WILL COMPLY WITH 2 CFR 200 (UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS) PART 317-326 (PROCUREMENT STANDARDS) AND SECTION 2 CFR 200.404 (COST REASONABLENESS).</p>					

Standard NNPS Terms and Conditions are incorporated herein by reference and shall be considered as part of this purchase order. All orders shall be FOB-Destination unless otherwise specified above.

By: *Shannon Bailey*
Director of Procurement

VENDOR COPY

Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
PO Total	\$747,175.00

NNPS Terms and Conditions

A. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the NNPS Purchasing Agent or her designee. NNPS's standard method to modify contracts is issuance of a change order (purchase order).

B. Non-Assignment:

Contractor shall not assign its rights and duties under this Agreement without the prior written consent of NNPS.

C. Antitrust:

Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

D. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

E. Compliance With All Laws: Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. In particular:

1. Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
2. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work.
3. Contractor, if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
4. Any business entity described in subsection E. 3 that enters into a contract with NNPS shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
5. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by the Contractor.

F. Venue:

Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by NNPS.

G. Tax Exemption:

NNPS is exempt from federal excise tax and from all State and local taxes. Contractor shall not include such taxes in any invoices under this agreement. Upon request, NNPS will furnish the Contractor with tax exemption certificates or the NNPS tax exempt number.

H. Insurance (As specified on Purchase Order):

Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to NNPS, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to NNPS. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the Certificate Holder. Insurance shall be maintained during the entire term of the contract and any extensions and shall be of the following forms and limits:

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit

The establishment of minimum limits of insurance by NNPS does not reduce or limit the liability or responsibilities of the Successful Offeror.

I. Hold Harmless/Indemnification:

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees to indemnify and hold harmless NNPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by NNPS, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

J. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated and budgeted or are otherwise available for the purpose of this Contract. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this Contract, NNPS shall immediately notify the Successful Offeror of such occurrence and this Contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to NNPS of any kind whatsoever. NNPS's fiscal year is July 1 through June 30.

K. Anti-Collusion (Applicable to all Contracts/Purchase Orders \$10,000 or Greater):

In the preparation and submission of pricing, said Contractor did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in violation of the Sherman Act (15 U.S.C. Section 1), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. The Contractor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, NNPS has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this proposal.

L. Drug-Free Workplace (Applicable to all Contracts/Purchase Orders \$10,000 or Greater):

During the performance of this contract, the Contractor agrees to (I) Provide a Drug-Free Workplace for the Contractor's employees; (II) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's Workplace and specifying the actions that will be taken against employees for violations of such prohibition; (III) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a Drug-Free Workplace; and (IV) Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purpose of this section, "Drug-Free Workplace" means a site for the performance or work done in connection with a specific contract awarded to a Contractor in accordance with federal law, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

M. Employment Discrimination by the Contractor Shall Be Prohibited (Applicable to all Contracts/Purchase Orders \$10,000 or Greater):

1. During The Performance Of This Contract, The Contractor Agrees As Follows:

- a. The Contractor, shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination Clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

N. The Contractor will include the provisions of the foregoing paragraphs K, L, and M in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.