

**MASTER AGREEMENT #091724****CATEGORY: Water Treatment Chemicals with Related Supplies, Equipment and Services****SUPPLIER: Nachurs Alpine Solutions, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Nachurs Alpine Solutions, LLC, 421 Leader St., Marion, OH 43302 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 26, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #091724 to Participating Entities. In Scope solutions include:
- a. Water Treatment Chemicals and Gasses for:
- i. Drinking water systems and treatment;
 - ii. Wastewater processing and treatment;
 - iii. Irrigation water systems and treatment;
 - iv. PFAS, pollutants, and toxins sequester, reduction, and removal;
 - v. Industrial applications such as boilers, etc.; and,
- b. Software (and similar technologies), equipment, supplies and services related to the water treatment applications listed in subsections 1. a. i. – v. above. However, this solicitation should NOT be construed to include “software-only”, “equipment and supplies-only” or “service-only” solutions. Proposers may include software to the extent that the solutions are complementary to the offering of the water treatment chemicals being proposed.
1. The primary focus of this solicitation is on Water Treatment Chemicals with Related Supplies, Equipment, and Services. This solicitation should NOT be construed to include pool chemical-only solutions.
- 8) **Included Solutions.** Supplier’s Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier’s Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier’s Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may

request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935,

3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and

Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:

Supplier Obligations to Participating Entities

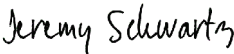
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.


- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Nachurs Alpine Solutions, LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 12/3/2024 | 2:58 PM CST

DocuSigned by:

 AFA6DB84EAB840F...
 By: _____
 John Grega
 Title: Chief Accounting Officer
 Date: 12/2/2024 | 1:40 PM PST

RFP 091724 - Water Treatment Chemicals with Related Supplies, Equipment, and Services

Vendor Details

Company Name: Nachurs Alpine Solutions
Does your company conduct business under any other name? If yes, please state: Ohio
Address: 421 Leader Street
Marion, Ohio 43302
Contact: Stephen Maj
Email: smaj@nasi-ic.com
Phone: 289-208-8390
Fax: 289-208-8390
HST#:

Submission Details

Created On: Monday August 19, 2024 15:07:21
Submitted On: Tuesday September 10, 2024 16:11:11
Submitted By: Stephen Maj
Email: smaj@nasi-ic.com
Transaction #: 95408c73-37d9-4c23-be25-e3d14231869b
Submitter's IP Address: 50.101.202.229

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Nachurs Alpine Solutions, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Nachurs Alpine Solutions Corp. - Canada Nachurs Alpine Solutions Industrial - division is abbreviated as NASi
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code is 6GE72
5	Provide your NAICS code applicable to Solutions proposed.	NAICS 1 - 325314 SIC 1 - 28750000 NAICS 2 - 325199 SIC 2 - 28690000
6	Proposer Physical Address:	421 Leader St. Marion, OH 43302
7	Proposer website address (or addresses):	www.nachurs-alpine.com www.nasi-ic.com www.nasi-gci.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	John Grega, Chief Accounting Officer 421 Leader St., Marion, OH 43302 JGrega@nachurs-alpine.com 740-382-5701
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Stephen Maj Sales Manager Canada 1356 Nafziger Road New Hamburg, ON N3A 3G8 smaj@nasi-ic.com +1 (289) 208-8390

10	<p>Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):</p>	<p>Jennifer Adams Paralegal - Nachurs Alpine Solutions 421 Leader Street, Marion, Ohio 43302 jadams@nachurs-alpine.com Phone: +1 (740) 382-5701 Ext. 225</p> <hr/> <p>Ashley Kightlinger-Saad Customer Service Analyst Nachurs Alpine Solutions 421 Leader Street Marion, Ohio 43302 Phone: 740-382-5701 x.300 Phone: 800-622-4877 x.300 Cell: 740-341-6023 Fax: 740-223-3874 Nasi_cs@nasindustrial.com</p> <hr/> <p>Eric Fortin Nachurs Alpine Solutions Support Services Manager - Canada 1356 Nafziger Road New Hamburg, ON N3A 3G8 Phone - (800) 265-2268 Ext 647 Mobile - (519) 404-8084 efortin@nachurs-alpine.com</p>
----	---	--

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>NAS (Nachurs Alpine Solutions) is a North American specialty chemical manufacturer established in 1946. The chemistries which we produce support the water treatment, odor control, agriculture, construction, runway deicers, general de-icing, oil & gas, and mining industries. In addition to items produced, we also import and distribute chemistries that support these same industries.</p> <p>Our core values and business philosophy include the 4R's philosophy:</p> <ol style="list-style-type: none"> 1. Right Products – NASi offers manufactured products and solutions which are the most suitable for your application, operation, and needs. NSF/ANSI/CAN 60 certified. Specific Products are listed under NSF.ORG. 2. Right Rate – Products can be tailored to multiple concentrations to match existing systems, and allow application/dosage at rates that ensure optimal performance without waste. Cost and environmental impact can be minimized along with operational footprint. 3. Right Time – Working with our customers locally to understand their needs, we can assist to ensure that production is properly planned and product is available when needed. 4. Right Place – NAS can leverage our multiple North American manufacturing and warehouse sites to ensure timely deliveries, when required. <p>Note that some of NASi's other products have additional certifications based on the end use application. We continue to invest in product development and certification to industry needs.</p> <p>Many of our team members have been in the chemical industry for more than 25 years and share expert knowledge of applications, solutions, meeting specifications, storage & handling, etc.</p>
12	<p>What are your company's expectations in the event of an award?</p>	<p>To expand market share in within the water treatment market, further developing our longstanding reputation for quality product and timely delivery.</p> <p>We look to expand upon the the current contract that we have through Sourcewell, supporting the Transportation Industry - Runway De-icing Contract #110122. Our breadth of product mix can potentially offer multiple solutions across a variety of industries not limited to any one specific RFP, potentially offering ease of service to the end user.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Currently, Nachurs Alpine Solutions is owned by Wilbur Ellis Holdings II, LLC</p> <p>The Dun and Brandstreet DU-N-S identification number is: 00-691-3479.</p> <p>The balance sheet and income statement for Nachurs Alpine Solutions are uploaded in the document section. *</p>	*
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Our current US market share is ~ 5% within the water treatment industry - municipal and industrial.</p>	*
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Our current CDN market share is ~ 20% within the water treatment industry - municipal and industrial</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Nachurs Alpine Solutions has never petitioned for bankruptcy protection.</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>The primary business of Nachurs Alpine Solutions is best defined as a Manufacturer of Specialty Chemicals, inclusive of liquid fertilizer products and industrial chemicals. In addition to the items which we manufacture, we have a division involved in distribution, Global Chemicals and Ingredients (GCI), which represents < 2% of our total revenue.</p> <p>Our direct sales force extends across North America. All members of our sales force are employees of Nachurs Alpine Solutions. Our primary focus is to deal with end users directly and service providers so as to have a better understanding of their needs, and providing service and developing solutions accordingly.</p> <p>Nachurs Alpine Solutions also works with independent distributor partners who manage some accounts directly. In this instance, Nachurs Alpine Solutions collaborates with our distribution partners to provide the service that meets the needs of the end user. Our distribution partnerships are long standing, where Nachurs Alpine Solutions supports the end customer and incumbent distributor partner.</p> <p>Other outside partners include transportation companies that are selected by the Nachurs Alpine Solutions logistics department. Again, these relationships are long term so as to provide the benefit of continuity and familiarity to both the end user and carrier.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Nachurs Alpine Solutions is ISO certified. Documents have been downloaded under Step 2.</p> <p>In addition, Nachurs Alpine Solutions has NSF/ANSI/CAN 60 certification for specific products. The list of certified locations and products can be found at NSF.ORG. SEARCH Nachurs Alpine Solutions - Canada and US geographies.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Nachurs Alpine Solutions has never been suspended or debarred.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Nachurs Alpine Solutions is an active member of Responsible Distribution Canada (RDC), Alliance for Chemical Distribution (ACD), and Society of Chemical Manufacturers and Affiliates (SOCMA).</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Across all Nachurs Alpine Solutions business segments ~ 20%.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Across all Nachurs Alpine Solutions business segments ~ 3 %.</p>	*
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>We currently do not have a state or cooperative purchasing contracts. Our current contracts are mostly direct with the municipalities or regions.</p> <p>In addition, through our Transportation and Mining Group, we currently participate through Sourcewell for the supply of Runway De-icing Products - Contract # 110122. We have done US \$3.435 MM in cooperative purchasing agreements / contracts over the past 3 years, including > US \$200,000 with Sourcewell within the last 10 months.</p>	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Within the Water Treatment marketplace, NASi does not have any GSA agreements.</p> <p>Through our transportation group we currently have the Public Services Canada standing offer number CW2325778-001 that includes all the DND Airforce bases along with airports that are managed by Transport Canada. The agreement runs through March 2027</p>	*
----	--	---	---

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Toronto	Liza Ballantyne	+1 (437) 243-3674	*
Ontario Clean Water Agency	Matthew Wilkins	+1 (647) 236-9649	*
Xylem / Evoqua Water Technologies	Bryan Haan	+1 (416) 200-4536	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	<p>Corporate-wide we have 7 business units. In total, our North American sales force across all business units exceeds 100 people.</p> <p>The Industrial and Global Chemical group participates in the Water industry on a direct basis and through distribution partners.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Nachurs Alpine Solutions Production facilities and warehouses:</p> <ul style="list-style-type: none"> - New Hamburg, ON - Belle Plaine, SK - Marion, OH - Corydon, IN - Red Oak, IA - St. Gabriel, LA ** <p>Key Distribution Partners</p> <ul style="list-style-type: none"> - Coyne Chemical - Reading, PA - Brenntag Chemical - Canada - Xylem/Evoqua - Eastern Canada - Anchem - Eastern Canada - ClearTech - Western Canada - Veolia - North America <p>** Our St Gabriel, LA facility has a unique configuration allowing Nachurs Alpine Solutions to assist customers in toll manufacturing & specialty blending to support unique business requirements.</p>	*
28	Service force.	<p>Our sales force is also part of the service force. In total, we have > 300 individuals as service staff - sales, customer support, production, quality, analytical & innovation, drivers, etc.</p> <p>At each of our manufacturing sites we have quality control laboratories to evaluate raw materials and finished products. In addition, our innovation lab is based at our Corporate Office in Marion, OH. Here personnel performs detailed analysis along with new product development.</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders will be handled directly with our customer support staff at our corporate office in Marion, Ohio, or through our Canadian office at New Hamburg, ON.</p> <p>Once a customer is identified, product is qualified/approved, and an account/credit is established, then the order process is as follows:</p> <ul style="list-style-type: none"> - All orders are called into the country specific office using Nachurs Alpine Solutions 800 number or e-mailing to our customer support team mailbox. - After hours, weekend, or holiday requests should be called in to the afterhours numbers. - Advise the Customer Support Representative the name of the account, contact, purchase order, requested product and grade, volume, delivery date, special shipping requirements, and any other special instructions associated with the delivery. - Customer Support will coordinate internally and with carriers to meet the customer needs. - Confirmation will be provided once details are established. <p>All direct customers will receive a personalized Nachurs Contact list for those actively supporting their business, including after hours and emergency numbers.</p> <p>Where business is handled through Distributor Partners, a similar process will occur where the user will call the distributor partner and share the details. The distributor partner will either ship from their inventory, or will place a order with Nachurs Alpine Solutions to complete/deliver on their behalf. In this instance, the distributor partner will manage all financial aspects of the transaction with the end user.</p> <p>Any questions regarding the product or service will be managed by the respective Nachurs Alpine Solutions Account Manager.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Once the user's information is in our system (see #29 above), and the order details are received, the fulfillment process begins. Our goal is to provide a same-day response, with a maximum of end of day, next day.</p> <p>Deliveries will vary depending on quantity, but customer support will continue to follow-up with the end user/distributor so as to keep them informed of ETA and status of their order.</p> <p>We are committed to 24/7 service, including holidays. Our network of carriers are familiar with our key business segments and the level of service required to support them, especially after hours/holiday service.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>With our 7 facilities, coupled with strategic distribution partnerships, we have the infrastructure to provide products and services to most major markets in continental North America.</p> <p>The NASi regional presence allows for a more geographical and pro-active approach to supporting customers in a timely manner. Closer proximity to the end user also offers a more cost effective solution by minimizing freight related costs.</p> <p>Nachurs Alpine Solutions US Production facilities and warehouses:</p> <ul style="list-style-type: none"> - Marion, OH - Corydon, IN - Red Oak, IA - St. Gabriel, LA ** 	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>With our 7 facilities, coupled with strategic distribution partnerships, we have the infrastructure to provide products and services to most major markets in continental North America.</p> <p>The NASi regional presence allows for a more geographical and pro-active approach to supporting customers in a timely manner. Closer proximity to the end user also offers a more cost effective solution by minimizing freight related costs.</p> <p>Nachurs Alpine Solutions Canadian Production facilities and warehouses:</p> <ul style="list-style-type: none"> - New Hamburg, ON - Belle Plaine, SK 	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Areas where we currently will not support directly across North America will vary depending on the chemistry required. In general, Hawaii, Alaska, US Territories, Yukon, Nunavut, Northwest Territories, extreme northern Ontario, extreme northern Quebec and Newfoundland will need to be addressed individually due to potential uniqueness of geography. This is to ensure special transportation requirements are accounted and addressed.</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>No restrictions at this point. Smaller users may be referred through distribution partnerships.</p>	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	These requirements may be referred through to distribution partners who have an active presence in those areas.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	This will be evaluated on a case by case basis to ensure the fit exists to effectively support the water industry.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our strategy is to expand the supply of our manufactured chemistries in support of the water industry specific to the areas of potable and waste water treatment. In particular, our chemistries are primarily used in the chloramination and odour control application areas. We can and do support this area with additional chemistries through our Global Chemicals Group.</p> <p>Key manufactured products include:</p> <ul style="list-style-type: none"> - Aqua Ammonia/Ammonium Hydroxide - 19% & 29.4% - Ammonium Sulphate Liquid - a variety of concentrations up to 41% - Calcium Nitrate - 66% & 70% <p>Our marketing approach is to work directly with users who typically purchase in bulk tanker or IBC/Tote quantities. In certain situations, end users may be referred to channel partners.</p> <p>Industry Marketing is approached through direct customer discussion, engineering firms designing water treatment facilities, channel partners, social media, industry associations, trade shows and conferences.</p> <p>Upon successful participation of this RFP, NASi will also reference "Sourcewell" on marketing literature.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Nachurs Alpine Solutions markets our products and services through LinkedIn, Facebook, Instagram, and targeted advertising. In addition, to product/service profiles, we communicate our participation in a variety of industry and regional events through these same platforms so as to engage existing and future customers.</p> <p>Our website: www.nachurs-alpine.com contains links to each NAS industry specific business group website. This provides for a more direct focus to industry segment needs and solutions.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We recognize that industry staffing, timing, and expertise for new initiatives and RFP requirements may be stretched versus other priorities required for supporting safe water - potable and waste treatment. Sourcewell offers a solution.</p> <p>Nachurs Alpine Solutions views Sourcewell as being a conduit to introduce partners who can support the industry with product, innovation, and the sharing of best practices. At the same time, to simplify the procurement process for the end customer by having an approved supply partner channel with an agreement framework that meets the needs of end customer and industry.</p> <p>The reach and scope of the Sourcewell platform can benefit existing and new end users, connecting them with a broader and more focused supply base.</p> <p>Sourcewell awarded contracts will be integrated into our customer list as they purchase. They will be identified as "Sourcewell-Awarded" so as to keep them separate for ease of follow up and traceability.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently use/offer an e-procurement ordering process.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
-----------	----------	------------

<p>41</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>In most instances, municipalities will have already determined which chemistries they intend to use based on municipal/state/provincial/federal regulations, water certifications, industry best practices, the current facility structure, and its capabilities.</p> <p>NASi training will be focused on the safe handling, transportation, and storage of the chemistry. We work with engineering firms and user sites to assist with the health and safety aspects and best practices associated with the products.</p> <p>When requested, we offer in-person and/or virtual discussion, review, and training so as to accommodate the customer's schedule and needs. Training is usually requested. Training is performed by our experienced staff, whether from operations, engineering, health and safety or sales.</p> <p>NASi will promote the highest levels of safety, by providing information about the hazards and associated risks of chemicals, chemical products and services distributed to customers, enabling them to use and dispose of these chemicals and chemical products in a responsible manner. We will proactively share any changes associated to the safe handling and storage of our products through active communication and updated SDS's.</p> <p>This is our commitment to the industry through our participation in Responsible Distribution Canada (RDC), Alliance for Chemical Distribution (ADC), Society of Chemical Manufacturers & Affiliates (SOCMA).</p>
<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>In chloramination applications, as there are hazard concerns associated with the storage, handling, transportation, and use of Aqua Ammonia/Ammonium Hydroxide, NASi offers Ammonium Sulphate Solutions to provide the same benefit in potable water treatment.</p> <p>Ammonium Sulphate can be used in both large and smaller water operations. Ammonium Sulphate solutions are available in small package quantities (drums, Totes/IBC's) for use where the hazard risk would be greater using Aqua Ammonia/Ammonium Hydroxide solutions.</p>
<p>43</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Many of our current "Green" initiatives are internally focused within our industrial business. These are associated with production efficiency, better use of assets (storage, production, transportation), and further EPA registration for upcoming wastewater chemistry offerings.</p> <p>In addition, our New Hamburg, ON site is currently involved in a waste water recycling initiative. Previously streams were disposed, and currently we are treating and capturing the stream such that it can be used in another manufacturing process, reducing overall water usage and disposal.</p> <p>To support our overall initiatives:</p> <ul style="list-style-type: none"> - Transportation Group - we have multiple products used in Runway De-Icer that meet SAE AMS 1435 specifications mandated by the FAA within their Environmental Information" section. In addition to FAA requirements, our runway deicing products are also certified to comply with Transport Canada requirements for Canadian airfields, including meeting required BOD/COD and other environmental specifications. - NACHURS/ALPINE Agriculture Group - new product development and application programs associated with the supply and delivery of liquid fertilizer products. The goal is to minimize usage through "Precision Planting and Product Application". This eliminates overspray, overuse, and run-off which would have negative environmental effects on waterways, rivers, and lakes. <p>Our parent company, Wilbur Ellis Holdings II, LLC continues to invest in start up businesses and academia to bring forth better solutions to the Nutrition, Agriculture, Water, and related industries. Additional information can be found through Cavallo Ventures - www.cavallovc.com/potfolio.</p>

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We have not applied for any of these type certifications although we qualify for LCA. Life Cycle Analysis, it is a cradle to grave review of sourcing, production, transportation, and use of a product from environmental factors such as water, electricity, energy, and land usage.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Nachurs Alpine Solutions has been manufacturing quality liquid chemistry for over 75 years. Although our company's "ROOTS" are in the agricultural market, our focus and growth into adjacent markets allows NASi to leverage our leadership and purchasing position on key raw materials in support of the chemistries offered in this RFP.</p> <p>NASi continues to develop and pursue opportunities to deliver quality products to new and existing markets. New markets would include Sourcewell participating entities as awarded. What makes us unique to Sourcewell participating entities is that we can offer complimentary chemistries from multiple markets in support of a customer's current operation - ex. water treatment products, and de-icers for winter health and safety while on site.</p>	*
46	Describe the capabilities and systems your offerings have for testing, monitoring, and efficiencies along with your capabilities in Anticipatory Water Treatment, real-time monitoring, data analytics, and automation for water treatment systems.	<p>Many of these real time and data systems are already established in the water treatment facilities. They may be multifunctional across many chemistries/processes which are specific to the individual site</p> <p>NASi does work with our customers on telemetry inventory management systems where site and product specific inventory levels can be managed remotely by both NASi and the customer. In these instances, a pro-active approach can be established for inventory replenishment.</p> <p>Product testing of raw materials offered is performed by our quality team based off of pre-shipment samples. A COA is created based on those test results.</p> <p>Where necessary, NASi can also perform quality testing on samples obtained from the customer site to re-verify quality - materials supplied or co-mingled in tank.</p>	
47	Describe any water reuse and recycling technologies, products, and services offered.	<p>Currently our focus is on the chemistries identified - Aqua Ammonia/Ammonium Hydroxide, Ammonium Sulfate (AMS), and Calcium Nitrate.</p> <p>NASi prides ourselves on developing customer relationships that are not solely transactional. We strive to understand the business, offerings, and solutions of our customer partners. In support of end user requests, NASi leverages these customer relationships, bringing customers together who can further support each other by offering additional solutions that are currently not within the NASi scope.</p>	
48	Describe your capabilities and offerings for alternative water treatment products and methods such as sustainable chemical solutions, oxidation processes, nanotechnologies, etc.	<p>NASi continues to look at alternate and new chemistries and processes through participation in industry conferences and seminars. Based on current trends and innovation, we explore viability and fit to pursue new chemistry and process. Through our Cavallo Ventures, we enable innovative technology across all business divisions and markets of Wilbur-Ellis globally.</p> <p>Currently NASi continues to leverage our main supply position on acetic acid to produce derivatives for use in waste water treatment. We anticipate that we will add to our product portfolio prior to December 2025.</p> <p>In addition at our St Gabriel, LA facility, we are currently producing polymer chemistries under contract for a key water treatment customer.</p>	

49	Describe how you work with participating entities to ensure all relevant environmental regulations, requirements, and best practices are met.	<p>The NASi and Wilbur Ellis EH&S Groups are actively reviewing government updates regarding regulation changes associated with all of the industries within which we participate. Regulatory, Chemical, & Transportation.</p> <p>In addition to direct communication, we are active in a variety of industry associations who communicate current and future proposed changes, and also lobby on behalf of the industry and the public. The goal of these groups is to ensure that chemistries and processes that are utilized are safe, and that any proposed changes are safer, easier to implement, manageable, and ultimately are less hazardous. Participation in these groups ensures that best practices are shared amongst the industry.</p> <p>As part of our customer outreach, we communicate applicable changes to our customers. This would be inclusive of regulatory, SDS, significant process changes, quality, supply interruptions, transportation, etc. In addition, where a customer has an enquiry, NASi will share best practices and provide support in how to safely handle, store, and transport the offerings which we provide.</p> <p>As an organization, we invest in employee training - education, process, and safety. We focus on continuous process and safety improvement. We invite customers, suppliers, industry partners, and first responders to visit our sites to audit, and share their knowledge and best practices to further minimize risk to our employees, partners, and the communities within which we work and travel.</p>
50	Describe any membrane-based technologies and filtration processes offered, along with any complimentary components such as specialized chemicals, supplies, services, etc. as well as your capabilities and processes for sequester and removal of toxins and pollutants, such as PFAS, if offered.	<p>Other chemistries which are offered through our Global Chemicals group would include the following: (not a complete list)</p> <ul style="list-style-type: none"> - Activated Carbon - Acetic Acid dilutions - Caustic Soda Beads/Sodium Hydroxide dry - Phosphoric Acid 75% - Soda Ash Dense (Sodium Carbonate) - Defoamers - Organic/Silicone - Scale Inhibition - Sulfamic Acid, Phosphonates <p>These would have to be reviewed on a case by case basis.</p> <p>Currently we do not offer any specialized technologies for toxin/pollutant removal.</p>
51	Describe all potential warehousing, logistics management, delivery, and other shipping solutions offered for reoccurring orders of chemicals and products.	<p>Programs that we can/have offered across all of our businesses include:</p> <ul style="list-style-type: none"> - localized third party warehousing and inventory - packaged and/or bulk - weekend/holiday/after hours delivery - dedicated carrier - tank telemetry inventory management - rail supply where warranted. - dedicated customer support team - site visit/audit prior to the first delivery to ensure proper delivery and handling.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
61	Describe your payment terms and accepted payment methods.	Upon credit approval, our standard terms of payment are Net 30 Days based upon the date of invoice. The preferred payment method is through bank/wire transfer. Other acceptable methods include: - Business Cheque. - Credit Card (Subject to a 3.5% Service Fee) Late payment is subject to an additional 2% fee per month.
62	Describe any leasing or financing options available for use by educational or governmental entities.	NASi does not offer any leasing or financing options.

63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<ul style="list-style-type: none"> - NASi will require a completed credit application for all new accounts. - NASi will request a listing of all key customer contacts along with preferred method of communication, whether for the centralized office and/or the end-use site - NASi will provide a contact listing for our key personnel, inclusive of after hours/weekend/holiday contacts. - Prior to any initial bulk delivery, NASi will require a site audit and/or the completion of the NASi Bulk Delivery Checklist. This will allow for a comprehensive review to ensure safe supply, and utilization of proper equipment by NASi and our partner carriers. It provides all parties the opportunity to communicate any special delivery requirements, and for a site review from a Responsible Care perspective, prior to the first shipment. 	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We accept P-card as a form of payment, with a 3.5% service charge.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The complete price list is found in the upload section of this RFP.	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing is established based on type and quantity of purchase. Specifically - Bulk versus Tote/IBC versus Drum packaging.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	<ul style="list-style-type: none"> - NASi does not offer rebate programs. - Pricing will vary based on container type and volumes purchased. 	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Non-NASi produced items or services may be offered based on our ability to effectively source, assist, and supply if they are within our business scope. In these instances, pricing will be at offered as follows:</p> <ul style="list-style-type: none"> - Landed Cost (inclusive of any applicable duties) + percentage - Third Party Freight, FSC, and any demurrage to/from the end-user site will be a separate line item (Cost + 10%) - All applicable taxes will be a separate line item 	*
69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<ul style="list-style-type: none"> - Credit Card or P-Card Payment - additional 3.5% of the total transaction value. - Late Payment over Net 30 Days from the Date of Invoice - 2% per month of the total transaction value. - Where credit cannot be established, payment in advance prior to shipment. 	*

70	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight costs must be determined at time of order as they will vary by:</p> <ul style="list-style-type: none"> - End-user location - miles to drive - FSC (fuel surcharge) - Seasonality - Expedited service - After hours service - Special equipment or services - Demurrage fees - Other <p>NASi can either arrange freight or it can be arranged by the end-user.</p> <p>If the end user arranges freight, NASi reserves the right to pre-qualify the carrier for our sites to ensure that their licensing, insurance, and their equipment is in good standing to minimize any risk associated with the safe handling and delivery of the product. The end customer/carrier may require a pick-up appointment at the NASi site, and will require a wash certificate for bulk chemical pick-ups. Drivers will be required to have and wear all applicable PP&E while on the NASi site.</p> <p>Where NASi is arranging freight, we will use carriers qualified by our logistics team. Delivery will be coordinated to ensure arrival by the requested time/date. The NASi customer support team will confirm delivery with the end-user, and advise of any delays or disruption to service.</p> <p>Delivery services will be established with each end customer based on their typical needs prior to the first delivery.</p> <p>Any unique special requirements should always be listed on the customer purchase order.</p>
71	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>For Alaska, northern Canadian territories, or offshore delivery (Hawaii, Newfoundland) arrangements will have to be made in advance. Depending on the region, 2 to 4 weeks should suffice, longer for Hawaii. Extreme northern regions of Canada may only be accessible during limited times of the year. These will need to be planned out accordingly for any new opportunity within these areas. (ex. ship accessibility only in summer months)</p>
72	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Depending on the location and volume, NASi offers or can arrange delivery of our products in rail, bulk tank truck, van trailer, or LTL. Delivery services will be established with each end customer based on their typical needs prior to the first delivery.</p> <p>Any unique special requirements should always be listed on the customer purchase order.</p>
73	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>Within our ERP system, we maintain fields with customer specific notes and identifiers for traceability and accuracy. In the customer identification area, "Sourcewell" can be entered during the account set-up and referenced throughout the business process.</p> <p>This allows for ease of search and tracking. Based on this identifier, we will be able to run regular sales reports for Sourcewell identifying individual users, and sales details. As per the agreement, these will be run quarterly.</p> <p>Sourcewell accounts will have a separate price list from NASi's traditional business. This listing will be referenced to ensure accurate billing and terms.</p>

74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Currently metrics have been established under another contract for Runway De-icer.</p> <p>For the Water Treatment opportunity, we will continue to utilize the same set-up, utilizing existing NASi reporting tools</p> <ul style="list-style-type: none"> - Budgeted Forecast - New Daily Order Reports - Daily Open Order Reports - Daily Invoiced Sales Reports - Monthly Sales Reports <p>Through these tools, customized reporting can be established to provide high level and detailed information specific to Sourcewell and the end user.</p> <ul style="list-style-type: none"> - Sales/volumes by site by product - On-time metrics - Financial spend. 	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>Consistent with our current contract for Runway De-icer Products, Nachurs Alpine Solutions, LLC agrees to a 1.5% administrative fee for all funds paid within standard terms of Net 30 days. For any funds that are not paid within terms, the fee will not apply.</p> <p>Purchases made in Canadian Dollars will be converted to US Dollars using the average exchange rate for the reporting quarter.</p>	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing grid has been downloaded into the Documents section.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>The NASi offer is in the supply of our manufactured chemistries in support of the water industry specific to the areas of potable and waste water treatment. In particular, our chemistries are primarily used in the chloramination and odour control application areas. We can and do support this area with additional chemistries through our Global Chemicals Group.</p> <p>Key manufactured CHLORAMINATION products include: - Aqua Ammonia/Ammonium Hydroxide - 19% & 29.4% NSF/ANSI/CAN 60 Certified - Ammonium Sulphate Liquid - a variety of concentrations ranging from 10% up to 41% NSF/ANSI/CAN 60 Certified *** Most common grades offered for this application are 10%, 20%, 41%</p> <p>Key manufactured ODOUR CONTROL products include - Calcium Nitrate - 66% & 70%</p> <p>Other Manufactured Products include: Key NASi manufactured WASTEWATER TREATMENT (pH Adjustment) products include: - Potassium Carbonate 47% NSF/ANSI/CAN 60 Certified</p> <p>Detail Product Specifications and SDS's for these products are attached in Documents section of this RFP.</p>
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>NASi also supports the water treatment marketplace through our Global Chemicals distribution business.</p> <p>Other chemistries which are offered through our Global Chemicals group would include the following: (not a complete list) - Activated Carbon - Acetic Acid dilutions - Caustic Soda Beads/Sodium Hydroxide dry - Phosphoric Acid 75% - Soda Ash Dense (Sodium Carbonate) - Defoamers - Organic/Silicone - Scale Inhibition - Sulfamic Acid, Phosphonates</p> <p>These would have to be reviewed on a case by case basis to ensure specification match up as the categories may contain multiple product grades.</p>

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offerings	Offered *	Comments
79	Water Treatment Chemicals and gasses for:		<input checked="" type="radio"/> Yes <input type="radio"/> No	See specifics below.
80		Wastewater processing and treatment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Currently there is a project in place where a new chemistry to NASi will be produced. This is PAA (Peracetic Acid). It is anticipated that NASi will be presenting this solution to the market by EOY 2025. In addition, NASi offers Calcium Nitrate for odour control.
81		Irrigation water systems and treatment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not at this time
82		PFAS, pollutants, and toxins sequester, reduction, and removal	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently there is a project in place where a new chemistry to NASi will be produced. This is PAA (Peracetic Acid). It is anticipated that NASi will be presenting this solution to the market by EOY 2025.
83		Industrial applications such as boilers, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>NASi is also a producer of Dipotassium Phosphate 50% Solution (DKP 50). This is an active corrosion inhibitor for use in industrial Heat Transfer Fluids (HTF).</p> <p>In addition, we also produce Potassium Formate 75% solution for use as an industrial heat transfer fluid.</p> <p>We currently work with the HTF industry in the supply of base chemistries, supporting their efforts in producing the end HTF/antifreeze.</p>
84	Software, equipment, supplies, and services related to water treatment applications listed above in #73-77, but NOT "software-only", "equipment and supplies-only" or "service-only" solutions.		<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - 2024-09-09 - Sourcewell Copy Price List.pdf - Monday September 09, 2024 12:37:45
 - [Financial Strength and Stability](#) - 4 Year History.zip - Tuesday September 10, 2024 08:01:32
 - [Marketing Plan/Samples](#) - NASi_IC_GCI_Guide_2023_CLIENT_WEB.pdf - Wednesday August 28, 2024 15:04:16
 - [WMBE/MBE/SBE or Related Certificates](#) - 2024-08-28 - ISO-NSF Certs.zip - Wednesday August 28, 2024 14:58:04
 - [Standard Transaction Document Samples](#) - NASi Standard Documents.zip - Wednesday August 28, 2024 16:15:42
 - [Upload Additional Document](#) - NASi TDS-SDS.zip - Thursday August 29, 2024 14:41:13
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Piana, VP Industrial Chemicals, Nachurs Alpine Solutions, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Water_Treatment_Chemicals_RFP_091724 Fri August 2 2024 03:23 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Water_Treatment_Chemicals_RFP_091724 Wed July 31 2024 05:08 PM	<input checked="" type="checkbox"/>	1