

**MASTER AGREEMENT #091724****CATEGORY: Water Treatment Chemicals with Related Supplies, Equipment and Services****SUPPLIER: Great Water Holdings LLC dba Great Water Tech 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 Great Water Holdings LLC dba Great Water Tech LLC, 735 Snelling Avenue North, St. Paul, MN 55104 (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 two percent (2%) 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, , independent contractors, 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 Personal and Advertising Injury
 - \$1,500,000 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

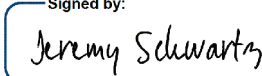
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

Great Water Holdings LLC
dba Great Water Tech LLC

Signed by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/4/2025 | 8:09 AM CST

Signed by:

 By: _____
 E1B491F97A4547F...
 Patrick Rosenstiel
 Title: Chief Executive Officer
 Date: 1/3/2025 | 10:37 PM CST

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

Vendor Details

Company Name: Great Water Tech LLC
Address: 735 Snelling Ave N
Saint Paul, MN 55104
Contact: Blair Boutet
Email: blair@greatwatertech.com
Phone: 763-203-5210
HST#:

Submission Details

Created On: Friday September 06, 2024 11:01:06
Submitted On: Tuesday September 17, 2024 12:59:18
Submitted By: Blair Boutet
Email: blair@greatwatertech.com
Transaction #: ee6691af-5cab-4b07-9932-939835df8833
Submitter's IP Address: 50.212.167.81

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.	Great Water Holdings 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).	DBA: Great Water Tech
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Provide your NAICS code applicable to Solutions proposed.	424690
6	Proposer Physical Address:	735 Snelling Avenue North, St. Paul, Minnesota, 55104
7	Proposer website address (or addresses):	https://www.greatwatertech.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):	Patrick Rosenstiel, Chief Executive Officer, 735 Snelling Avenue North, St. Paul, MN 55104, pat@greatwatertech.com, (612) 670 9465
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Blair Boutet, Director of Operations, 735 Snelling Avenue North. St. Paul, MN 55104, blair@greatwatertech.com, (763) 203-5210
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Lauren Letnes, Director of Marketing, 735 Snelling Avenue North. St. Paul, MN 55104, lauren@greatwatertech.com, (612) 770-8630

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Great Water Tech has the exclusive license to distribute water treatment products developed by Mösslein Wassertechnik. Established with a focus on innovative water treatment solutions, we have a commitment to excellence and sustainability. Our core values emphasize environmental responsibility, technological advancement, and customer support. Our business philosophy focuses on providing cutting-edge products that not only meet but exceed industry standards, service, and regulations.</p> <p>We offer Folmar™ Pipe Protection. Folmar™, a corrosion mitigation solution known for its ultra-thin, ultra-durable nano-coating that separates water from pipe and ends leeching in open-loop systems. Folmar™ effectively treats drinking water systems all the way to the tap, addressing corrosion and allowing drinking water leaders who use it to meet the new lead and copper rule. It stands out in the market for its unique ability to treat the entire water system, including the last-mile of infrastructure within homes. Folmar™ has been used in Europe for decades, is NSF 60 certified, (see "Related Certificates") and has a handful of installations in the US and Canada. Our extensive experience and commitment to incorporating the best global products and solutions reflect our dedication to advancing water treatment technologies and providing our clients with comprehensive education and top-tier support. Our investors are interested in solving problems and ensuring that every American consumer can count on water utility managers to deliver tasty, odorless, clear drinking water free of lead, copper, and galvanized corrosion.</p>	*
12	What are your company's expectations in the event of an award?	<p>In the event of an award, Great Water Tech's expects clear communication of existing data from the participating entity. We generally look for end-user testing prior to first use and three months after first use. We suggest ongoing testing at the tap on a cycle that is consistent with current and future regulations. We also expect a pre-use phone or in person consultation to learn the number of gallons, general information about the system, and to confirm that they have the standard pumps in place to implement product use seamlessly. Note that most water utilities have the peristaltic pumps required to implement Folmar™ and the application implements necessary for Pola-Pond – the two products we are offering through Sourcewell.</p>	*
13	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>Great Water Tech has strong financial stability. We hold zero debt, and we have accredited investors interested in providing clean drinking water across North America and U.S. territories. Investor biographies are uploaded as an addendum to this response (see "Financial Strength and Visibility Document upload"). We are committed to funding all purchase orders through the Sourcewell portal to assure reasonable payment terms exist for participating entities.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Zero percent. This is why lead and copper corrosion continue to be a significant problem in the U.S. and Canada drinking water supply.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Zero percent. Same as above.</p>	*
16	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>N/A</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>A) Great Water Tech is the exclusive distributor of Mösslein Wassertechnik's products in North America and we uploaded a written authorization of this claim. Please see ("Financial Strength and Stability").</p>	*

18	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.	The National Sanitation Foundation NSF 60 certification for Folmar Pipe Protection is held by our supplier, Mösslein Wassertechnik GmbH, and is the industry standard for chemicals being used in drinking water. NSF 60 certification includes monitored quality assurance, product health effect analysis, and monitoring and control of impurities, amongst other things. Please see ("Related Certificates").	*
19	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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	None	*
21	What percentage of your sales are to the governmental sector in the past three years?	0 percent	*
22	What percentage of your sales are to the education sector in the past three years?	0 percent	*
23	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?	N/A. Great Water Tech has only recently expanded our sales strategy to the public sector. We do not currently hold any state cooperative purchasing agreements, although we intend to pursue this approach moving forward.	*
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?	N/A	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Highland Water Utility	Sean Culver	(708) 254-6619	*
Aqua Illinois	Mike Stone	(815) 935-6537	*
Steven Bivin	Steven Bivin	(217) 685-6210	*

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

Describe your company’s capability to meet the needs of Sourcwell 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.	At Great Water Tech, we have a dedicated and knowledgeable sales team with strong technical expertise in the water infrastructure industry. Our sales force has hands-on experience working with utility providers and municipalities, ensuring they can deliver accurate, timely information to participating entities. Folmar™ is widely adopted in Europe and has a proven track record of mitigating corrosion and treating for lead, copper, iron, and galvanized leaching all the way to the tap, where it matters most. Great Water Tech has developed a partnership with Aqua Illinois, and has been permitted in the U.S. Our work with Aqua has provided valuable insights into real-world application and implementation of our product.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Great Water Tech will sell directly to participating entities and handle 100 percent of the communication.
28	Service force.	Great Water Tech has five dedicated service team members ready to assist. When a service request comes in, we carefully evaluate it and assign the team member that is best suited to support the request. Our customer-centric approach means that our service team is committed to delivering complete satisfaction.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders and communication will be managed by our internal team at Great Water Tech. After an order is placed, a team member will confirm the specifications/purchase with the participating entity. Once the confirmation email is sent, we'll notify the warehouse to arrange shipment, and the participating entity will receive tracking information and all necessary details for a smooth implementation, along with an invoice. Our team is ready to provide support throughout the entire process, from shipment to product arrival, implementation, and testing.
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.	Great Water Tech is customer-centric. With an average response time of 1 hour, we can guarantee quick solutions and satisfied customers. Our customer service number is easy to access and when issues arise, a member of our team with the expertise to address the issue is notified. Our staff is intrinsically motivated through a passion for our work and product and is incentivized through their compensation structure as part of their standard duties.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Great Water Tech is equipped and eager to work with participating entities across various locations or sectors. Our dedicated team focuses on meeting the specific needs of our clients, and we're prepared to tailor our offerings to ensure a successful partnership with Sourcwell participating entities.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We are committed to providing our products and services to Sourcwell participating entities in Canada and are well-prepared to meet their needs. Great Water Tech has the logistical infrastructure in place to ensure timely and reliable delivery of products and services throughout Canada. We are also fully equipped to navigate Canadian regulations and standards, ensuring compliance and providing excellent support to all participating entities. Our warehouse is located in Saint Paul, Minnesota, centrally locating us to logistically handle all regions of the United States and Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A. Great Water Tech is able and willing to fully serve all geographic areas of the United States and Canada.
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.	N/A. Great Water Tech will provide full access to our products to participating entities if awarded an agreement.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A. Great Water Tech does not have any specific requirements or restrictions in Hawaii, Alaska, or US Territories.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	No.

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.	When awarded the contracts, Great Water Tech will launch a multi-channel marketing strategy to promote the partnership. We'll announce the award on social media platforms like Facebook and LinkedIn, with a direct link to Sourcewell on our website for easy access to details. Our participation in industry trade shows and conferences allows us to connect with key decision-makers, where we'll showcase our solutions and the benefits of the Sourcewell platform. We'll also develop targeted email campaigns and digital ads to drive awareness among the Sourcewell participating entities. For public relations, we'll highlight contracting entities and provide them with materials to inform their customer base of steps being taken to invest in corrosion mitigation. The uploaded marketing appendix will give you a flavor for our approach. We are happy to invest in pull-through education materials for contracting entities on a case-by-case basis.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Great Water Tech enhances marketing effectiveness by leveraging a range of technologies and digital data. Through social media platforms like Facebook and LinkedIn, we engage and re-engage our audience and promote our products, using analytics to tailor our content and optimize ad campaigns based on engagement metrics and conversion rates. We use metadata in our testing process to accurately report sample locations and timings. We also use metadata to track the performance of our marketing campaigns and optimize them for better results by adjusting targeting or placements based on impressions and conversions. We respect privacy and adopt opt-out/opt-in standards as required by law and platform.
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?	Sourcewell's role in promoting agreements is to provide a credible product and service contracting platform to interested parties. Our job is to promote our products to and through the platform. Sourcewell awarded agreements will be given the same care and consideration as any other sales lead or contract opportunity with a client. We will work diligently, quickly, and accurately to meet the needs of purchasers and will collaborate openly with Sourcewell to best meet the needs of their user base.
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 currently do not have an e-procurement ordering process, but will invest in an e-procurement platform as needed or justified.

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

Line Item	Question	Response *
41	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.	Our well-trained employees assist in the initial implementation of our products and guides the participating entity through the first and future use as needed.

42	Describe any technological advances that your proposed Solutions offer.	<p>Folmar™ offers several technological advances in corrosion inhibition and scale prevention for drinking water systems. It combines silicates and phosphates in an optimized blend to create a super-thin, tight barrier on metal pipes. This barrier provides comprehensive protection by preventing chemical and electrochemical corrosion and inhibiting microbial (biological) corrosion. Unlike traditional methods that use phosphates, which can promote bacterial growth and have limited effectiveness, Folmar's™ innovative approach ensures a more durable and effective solution. Additionally, Folmar™ allows systems that use chloramines to switch back to regular chlorine, enhancing water chemistry and further reducing corrosion. This technology not only improves performance but also reduces overall maintenance and replacement costs.</p> <p>Pola-Pond introduces several technological advances in wastewater treatment by effectively removing biologically available phosphates. This innovative blend of iron oxides and zeolite sequesters free phosphates, which are key contributors to eutrophication and harmful algae blooms. Pola-Pond offers a significant improvement over traditional methods, such as lanthanum clay and aluminum sulfate, by providing a cost-effective and environmentally friendly solution. Pola-Pond's unique advantages include its wide pH-range performance and non-altering effect on water pH, which simplifies integration into existing treatment processes and eliminates the need for additional neutralization steps. Available in both fine powder and granular forms, it can be easily integrated into standard water treatment plans or used in various settings such as ponds, lakes, streams, and fish farms. This flexibility underscores its broad applicability and effectiveness in tackling phosphate-related challenges across diverse environments.</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Folmar™ supports several "green" initiatives through its environmentally friendly approach to corrosion inhibition and scale prevention. The technology reduces chemical usage by eliminating the need for harmful corrosion inhibitors and lowering reliance on phosphates, that contribute to environmental pollution. Folmar™ combines multiple silicate species and phosphates to achieve optimal synergy. It forms an ultra-thin, ultra-durable nano barrier across the entire system, creating a smooth, secure surface that effectively reduces corrosion and prevents small leaks from escalating into major issues. This results in minimized water loss and maximized energy savings. The smooth Folmar™ surface also enhances water flow efficiency, leading to lower energy costs.</p> <p>Folmar is the only single product on the market – to our knowledge – that effectively allows for exceeding the new lead and copper standard, reduces energy costs for the water utility (improving carbon footprints), and significantly decreases non-revenue water loss.</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.	<p>NSF/ANSI/CAN 60: Drinking Water Treatment Chemicals - Health Effects. Please see ("Related Certificates").</p>
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>Folmar™ is the only product globally- to our knowledge- that meets the new lead and copper regulations, offering comprehensive corrosion protection all the way to the tap. Our product is environmentally friendly and widely used in Europe, which is well known for having higher safety standards on consumables than the U.S.</p> <p>Folmar's™ advanced technology creates an ultra-thin, durable nano barrier that seals leaks and cracks, significantly mitigating water loss and reducing the need for excessive flushing. This results in substantial cost savings compared to other solutions. For instance, traditional methods often involve expensive treatments that fail to provide complete protection or require large quantities of material, increasing costs and complicating maintenance.</p> <p>By ensuring efficient water flow and minimizing energy costs through its smooth surface, Folmar™ delivers both economic and environmental benefits, making it an exceptional choice for Sourcewell participating entities seeking effective and cost-efficient solutions.</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.	One of the best attributes of Folmar™ is its accessibility to utility providers. We require standard equipment that is currently in use in most drinking or wastewater facilities already. We also have standard testing checklists that will be provided to all participating entities to ensure our product is working the way it needs to.
47	Describe any water reuse and recycling technologies, products, and services offered.	Our product is a water recycling tool. It seals leaks and cracks and prevents leaks and cracks from becoming gaping holes. We believe we have the best non-revenue water loss tool on the market while exceeding the lead and copper rule. If you use Folmar™ Pipe Protection, less water is lost, which improves sustainability even better than recycling water, in addition to increasing the amount of water available for recycling.
48	Describe your capabilities and offerings for alternative water treatment products and methods such as sustainable chemical solutions, oxidation processes, nanotechnologies, etc.	<p>Folmar™ stands out in the realm of alternative water treatment solutions by utilizing advanced nanotechnology. Its ultra-thin, ultra-hard coating creates a comprehensive barrier that extends system-wide, all the way to the tap. This technology is unique in treating corrosion at every stage of the water distribution system, including the critical last-mile infrastructure where corrosion often occurs within homes.</p> <p>Unlike traditional methods that may only address issues up to the home, Folmar's™ nanotechnology solution effectively combats corrosion all the way to the tap, eliminating the need for costly infrastructure replacements for the end-user (our customers, customer). This approach not only provides a sustainable and cost-effective solution but also ensures that corrosion treatment is both comprehensive and efficient.</p>
49	Describe how you work with participating entities to ensure all relevant environmental regulations, requirements, and best practices are met.	<p>At Great Water Tech, we ensure that all relevant environmental regulations and best practices are met by staying current on local, national, and international standards for our products, including Folmar™ Pipe Protection and Pola-Pond. Our manufacturing and supply chain partners comply with environmental protection standards, chemical safety regulations, and industry-specific guidelines, providing all necessary documentation like Safety Data Sheets to demonstrate compliance.</p> <p>We keep up-to-date with lead and copper rules at the state, federal, and local levels. For participating entities, we offer a detailed checklist for testing. We also provide resources for training on best practices and ensure everything needed for compliance and sustainability is readily available.</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.	Pola-Pond sequesters phosphate, which is an environmental pollutant primarily associated with runoff carrying fertilizer. Sequestration is effective removal because it renders the phosphate biologically unavailable. Binding the phosphate this way stops it from exerting its environmentally harmful effect, which is to act as food for bacteria, algae, and aquatic plants. Even relatively low levels of phosphate in the aquatic environment result in the familiar "pea soup", also known as eutrophication. As biological growth naturally dies off, the "pea soup" causes oxygen deprivation in the water because the process of decay uses all available oxygen. Various options for implementing Pola-Pond also allow for the removal of the bound phosphate entirely, for example by using Pola-Pond as filtration media.
51	Describe all potential warehousing, logistics management, delivery, and other shipping solutions offered for reoccurring orders of chemicals and products.	For recurring orders of Pola-Pond and Folmar™ Pipe Protection, we offer a streamlined suite of warehousing, logistics management, delivery, and shipping solutions. We provide flexible delivery options and route optimization to meet client needs. Small order recurring customers can expect product delivery between 30-45 days and our large order customers should expect 60-90 delivery. Our warehouse ensures efficient inventory management and product integrity. Our packaging solutions ensure safe transport, while our network of reliable carriers and international shipping expertise handle international and custom house logistics efficiently. We also offer robust customer support and comprehensive communication to keep clients informed and satisfied with every step of the process.

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 resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	We are currently not certified as a SBE, but we are looking into getting certified because we do qualify as one.
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	We are currently not certified as a SBE, but we are looking into getting certified because we do qualify as one.
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.	Payment terms: Net 30 (we can be flexible as needed); Accepted payment methods: cash, check, credit card, wire, anything else?	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	We have no leasing or finance options available but we are open to negotiate payment terms with any participating entities when contracts are awarded.	*
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.	We generally operate with standard purchasing agreements; however we are flexible in this realm as needed by contracting entities. We have uploaded a shipping order from our warehouse, an invoice template, form of contribution agreement, and form joinder agreement. (See "Standard Transaction Documents".	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not currently have clients in Minnesota who are using the P-Card procurement and payment process but are happy to establish a practice if that best suits the needs of contracting customers. A 3 percent transaction fee would be required, but can be waived on a case-by-case basis and at volume.	*

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.	Great Water Tech is prepared to offer volume orders at negotiated prices, pending total quantity ordered. See ("Pricing") 1 gallon of Folmar typically treats 125,000 gallons of water. The first 3 months of treatment require additional product application to quickly establish full protection. About 8.4 lbs Pola-Pond is required to remove 1 lb of phosphate.	*
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.	Great Water Tech intends to implement a year-based discount model if awarded a contract with Sourcwell. In the first year, we will provide a 15 percent discount off our bulk order pricing for Folmar™ and wholesale distributor pricing for Pola-Pond. This represents a 44 percent discount compared to MSRP for Pola-Pond, and a 50 percent discount for Folmar compared to MSRP. In the second year, the discount will be reduced to 10 percent, followed by 5 percent in the third and fourth years.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	At volume quantities, Great Water Tech is prepared to offer negotiated pricing, determined on a case-by-case basis.	*
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.	All products mentioned in this RFP utilize standard operating equipment, and in most cases, contracting customers will have needed equipment on hand.	*
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.	No additional charges beyond shipping handling and taxes as required. We provide training at implementation at no cost to the contracted customer. Some locales may have permitting requirements, which the end-user will need to apply and pay for. Great Water Tech offers extensive technical assistance where such permitting is sought.	*
70	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Great Water Tech utilizes trusted carriers with expertise in handling shipments to remote or island locations. This includes air freight for expedited delivery or ocean freight for larger orders. We offer both standard and expedited shipping options, with clear terms regarding transit times, handling fees, and any additional costs for remote or island deliveries. At this time, it is not possible to provide estimates on shipping costs without understanding quantities of shipping.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Great Water Tech utilizes trusted carriers with expertise in handling shipments to remote or island locations. This includes air freight for expedited delivery or ocean freight for larger orders. We offer both standard and expedited shipping options, with clear terms regarding transit times, handling fees, and any additional costs for remote or island deliveries. At this time, it is not possible to provide estimates on shipping costs without understanding quantities of shipping.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Depending on the size of the order, we can ship from our warehouse or directly dropship from our German manufacturing partner. For small, recurring orders, we can estimate a lead time of 45 to 60 days, and for larger bulk orders, lead time varies between 60 to 90 days.	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	To verify compliance with the proposed agreement with Sourcwell and ensure proper pricing for participating entities, Great Water Tech will employ a structured self-audit process. We use a simple customer relationship management tool to track and manage all orders. Orders related to Sourcwell will be clearly marked with an "SW" prefix followed by a numeric identifier (e.g., SW1, SW2, SW3) to maintain order integrity and traceability.	*
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.	Internally, we will monitor and track several key metrics to measure success with the Sourcwell agreement. These include the number of participating entities contracted with Great Water Tech, customer satisfaction surveys, and response time/issue resolution.	*
75	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell 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.	Would be willing to pay the higher end of the 1-2 percent fee as a first-time user of Sourcwell.	*

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.	We are prepared to offer our best pricing options for Sourcwell participating entities.

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>Folmar™ is an anti-corrosive, silicate-based technology that relies on bonded chemistry to create in effect a system-wide liner in drinking water systems. The product is used in roughly 20 percent of the German drinking water market and is poised for distribution in the United States. Folmar™ Pipe Protection effectively treats corrosion – everywhere it occurs. It’s a dosing product applied as the final step of water treatment. It is a silicate-based corrosion and scale inhibitor for drinking water systems. It is a colorless, odorless, and thin liquid that is added to a water system at the plant. Folmar™ Pipe Protection is non-toxic, biologically inert, and mineral-based, and it replaces phosphates. Folmar™ Pipe Protection establishes a system-wide nano-barrier. It separates drinking water from pipes even in aging homes, businesses, schools, or hospitals. A micro layer of silicate-based glass coats the inside of pipes in addition to filling and sealing small cracks and crevices. Corrosion and scale formation are not possible with this protection, resulting in systemwide frictionless delivery of water. Folmar is currently in its first use in North America after successfully completing the permitting required.</p> <p>Pola-Pond is an orthophosphate (free phosphate, biologically available phosphate) sequestering mineral blend of iron oxides and zeolite. One important outcome in wastewater treatment is the removal of phosphates before releasing water into the environment. Phosphate is considered the limiting nutrient in producing an over-grown (eutrophic) water environment. Overgrowth of invasive plant species begins even at relatively low levels of phosphate, and are tell-tale signs of eutrophication. These over-growths end up producing too much bio-matter, which dies off and begins the process of decay. The process of decay threatens to deplete oxygen levels and harm the ecosystem. A sizable portion of the excess free phosphate contributing to this problem comes from runoff carrying fertilizer rich in free phosphate. Wastewater similarly has high levels of phosphates, and they must be removed prior to release to prevent eutrophication.</p>
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Water Treatment Chemicals and gasses: Folmar; Wastewater processing and treatment: Pola-Pond; Irrigation water systems and treatment: Folmar, Pola-Pond; PFAS, pollutants, and toxins sequester, reduction, and removal: Pola-Pond; Industrial applications such as boilers, etc.: Folmar</p>

Table 88: 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	Folmar Pipe Protection and Pola-Pond. *
80		Wastewater processing and treatment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pola-Pond *
81		Irrigation water systems and treatment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Folmar Pipe Protection and Pola-Pond. *
82		PFAS, pollutants, and toxins sequester, reduction, and removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pola-Pond *
83		Industrial applications such as boilers, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Folmar Pipe Protection
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	N/A

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - Pricing.pdf - Monday September 16, 2024 13:10:43
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday September 16, 2024 13:55:43
- [Marketing Plan/Samples](#) - marketing plan and samples.zip - Monday September 16, 2024 13:17:38
- [WMBE/MBE/SBE or Related Certificates](#) - Related Certificates.pdf - Monday September 16, 2024 13:21:28
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Monday September 16, 2024 13:52:58
- [Upload Additional Document](#) - Upload Additional Document .zip - Monday September 16, 2024 14:03:29
- 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. - Blair Boutet, Director of Operations, Great Water Holdings

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