

**MASTER AGREEMENT #012226**

CATEGORY: Pool Chemicals and Equipment with Related Services
SUPPLIER: Commercial Energy Specialists LLC an Aquafinity Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Commercial Energy Specialists LLC an Aquafinity Company, 952 Jupiter Park Lane, Suite 1, Jupiter, FL 33458 (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 February 19, 2030, 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 #012226 to Participating Entities. In Scope solutions include:
- a. Chlorine;
 - b. Muriatic acid / sodium bisulfate;
 - c. Sodium bicarbonate & sodium carbonate;
 - d. Calcium chloride;
 - e. Algaecides;
 - f. Filtration systems;
 - g. Pumps;
 - h. Chemical test kits;
 - i. Skimmer baskets and robotic skimmers; and
 - j. Vacuum systems.
- 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 Sourcewell 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 Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
 - 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
 - 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, 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.

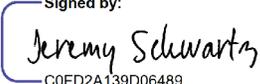
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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.

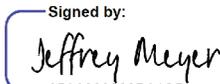
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the 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

Commercial Energy Specialists LLC
an Aquafinity Company

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/23/2026 | 1:06 PM CST

Signed by:

 65A8069283B64C5...
 By: _____
 Jeffrey Meyer
 Title: CEO
 Date: 2/23/2026 | 12:24 PM CST

RFP 012226 - Pool Chemicals and Equipment with Related Services

Vendor Details

Company Name: Commercial Energy Specialists LLC

Does your company conduct business under any other name? If yes, please state: Knorr Systems Int'l - California, Aquatic Environmental Systems - Arizona, Commercial Energy Specialists - Florida and Texas, Duffield Aquatics - South Carolina, Aquatic Speciality Services International - Washington

Address: 952 Jupiter Park Lane Ste 1
Jupiter, FL 33458

Contact: Randall Hudson

Email: rhudson@ceswaterquality.com

Phone: 972-730-5528

HST#: 59-2550057

Submission Details

Created On: Tuesday December 23, 2025 11:20:58

Submitted On: Tuesday January 20, 2026 10:11:57

Submitted By: Remy Baker

Email: rbaker@aquafinity.com

Transaction #: 6f11330d-e31a-4eb9-b6ac-8a789586782d

Submitter's IP Address: 147.243.183.45

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.	Commercial Energy Specialist, LLC an Aquafinity Company
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
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).	Duffield Aquatics, Aquatic Environmental Systems, Aquatic Specialty Services International, Knorr Systems International
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1Q1H5
5	Provide your NAICS code applicable to Solutions proposed.	423910 238990 34339902 811310 425120-18 56110

6	Proposer Physical Address:	<p>Commercial Energy Specialists, LLC. An Aquafinity Company 952 Jupiter Park Lane Suite 1 Jupiter, FL 33458</p> <p>Texas Office Commercial Energy Specialist An Aquafinity Company 4320 Sunbelt Dr Addison, Tx 75001</p> <p>Arizon Office Aquatic Equipment Systems an Aquafinity Company 1733 E McKellips Rd #108 Tempe, AZ 85228 South Carolina Office</p> <p>Duffield Aquatics an Aquafinity Company 113 C-9-382 Anderson, SC 29625 Georgia Office</p> <p>Duffield Aquatics an Aquafinity Company 1990 Delk Industrial Blvd SE Suite 107 Marietta, GA 30067 Washington Office</p> <p>Aquatic Specialty Services Int. an Aquafinity Company 1605 South 93rd Street Unity EF Seattle, WA 98108 California Office</p> <p>Knorr Systems an Aquafinity Company 2021 Las Positas Court Suite 143 Livemore, CA 94551</p>
7	Proposer website address (or addresses):	www.aquafinity.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):	Jeffrey Meyer, CEO jmeyer@aquafinity.com 772-775-4025 (C) 561-419-9886 (O)
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Remy Baker, Project Manager 952 Jupiter Park Lane, Suite 1, Jupiter, FL 33458 rbaker@ceswaterquality.com, 561-354-2712
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Remy Baker, Project Manager 952 Jupiter Park Lane, Suite 1, Jupiter, FL 33458 rbaker@ceswaterquality.com, 561-354-2712

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

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>Since 1983 Commercial Energy Specialists an Aquafinity Company was founded to address the growing need for reliable, efficient, and sustainable water management solutions in commercial and municipal facilities. Over time, the company has expanded its capabilities to include comprehensive services in pool and aquatic facility systems, chemical delivery, pumping and filtration equipment, automation, and water efficiency consulting. Through its affiliated entities, Aquafinity operates as a complete solutions provider, combining technical expertise, product distribution, and responsive service.</p> <p>Core Values: Integrity – We believe in honest, transparent business practices and long-term partnerships. Innovation – We embrace new technologies and best practices to deliver more efficient, cost-effective solutions. Reliability – We stand behind our work and provide consistent, dependable service when our customers need it most. Sustainability – We prioritize solutions that conserve resources, extend system life, and reduce environmental impact.</p> <p>Business Philosophy: Our philosophy is simple: deliver measurable value to every client by combining quality equipment, expert service, and forward-thinking design. We recognize that every facility has unique needs, and we approach each project with a consultative mindset, ensuring that our solutions align with our clients' operational, financial, and sustainability goals.</p> <p>Industry Longevity & Expertise: Collectively, Aquafinity and its partner entities bring decades of combined experience in commercial aquatics, energy efficiency, and facility infrastructure. Our leadership team and field professionals have deep industry backgrounds working with municipalities, school districts, universities, and large entertainment venues. This experience allows us to anticipate challenges, reduce downtime, and ensure long-term operational success for the facilities we serve.</p>	*
12	What are your company's expectations in the event of an award?	We are a full-service company and have expertise in chemistry controls, chemical treatment, circulation, filtration, saline chlorination, UV sterilizers, ozonation, and a wide variety of deck and safety equipment for competitive and commercial pools. We pride ourselves in being a complete resource to professionals, contractors, and owners. In the event of an award we expect to provide the same expertise that we provide to all of our customers.	*
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.	CES,LLC an Aquafinity Company maintains strong financial stability, with a consistent operating history, positive working capital, and established banking and trade relationships. We are fully capable of supporting projects of varying size and scope, and references from prior clients and vendors are available to attest to our financial reliability. Please see attached Consolidated Statement of Operations and Consolidated Balance Sheets.	*
14	What is your US market share for the Solutions that you are proposing?	Aquafinity and its affiliated entities operate primarily in United States and Caribbean, focusing on commercial and municipal water management, aquatic systems, and energy efficiency solutions. While we do not publicly track national market share for the solutions we provide, our companies have completed thousands of projects across municipalities, school districts, commercial properties, and recreational facilities, demonstrating a strong national presence and proven capabilities. We differentiate ourselves through technical expertise, reliable service, and comprehensive solutions, which positions us as a trusted partner for clients seeking high-quality, sustainable water and energy management systems.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Less than 1%	*
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.	None.	*

17	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). 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? 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?	Distributor/Service Provider. We have a great working relationship with our sales team and our service technicians. They are all employees of Commercial Energy Specialists, LLC. All of our service technicians have been factory trained on the many of the products we provide. We have long term relationships with our dealer network and are sole source providers for many of our products. We are a service supported distribution company.	*
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.	FL Department of Business and Professional Regulation (DBPR) Service Pool/Spa Contractor License #'s CPC1456519 and CPC1456581, FL DBPR CAM & CILB Course Provider License #0000828	*
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.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2021 - 2024 Solenis Pulsar Platinum Dealer Award, 2022 Solenis Pulsar MVP Award for Outstanding Strategic Partner, 2019 - 2025 BECs Platinum Star Award - Appreciation for Exceptional Efforts in Sales, Support, and Representation of the BECSys Controller Product Line. 2020 - 2021 BECS Market Share Award, 2024 Sentry Industries Award 40th Anniversary of Loyalty and Support, 2022 United Aqua Group Award - Recognition of 20 Years of Loyalty Membership, 2020 - 2025 FL Community Association Journal Readers Choice Award.	*
21	What percentage of your sales are to the governmental sector in the past three years?	32%	*
22	What percentage of your sales are to the education sector in the past three years?	25%	*
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?	Southeast Florida Governmental Purchasing Group 2023 - \$356,084.76, 2024 - \$457,214.97, 2025 - \$437,059.17	*
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?	Hurlburt AFB Contract No. FA441722P0080 – One time purchase of UV SAG960-A-CR, ChlorKing 25lb CH CHLOR 25.0 OSM, Contract received 8/3/22, Total Contract Amount \$94,908.73 Pope Army Airfield Contract No. FA480924P0064, PM's and repairs 7/31/24 – 7/31/25 \$33,090.00, 2nd renewal 8/1/25 – 7/31/26 Pricing Amended to \$36,324.00 Naval Surface Warfare Center Panama City Division (NSWC-PCD) Contract No. N6133125P0157, Contract dated 7/17/25, One time purchase, Contract amount \$526,655.65	*

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 *	
Palm Beach County	Daniel Mark	(561) 379-8529	*
City of Cedar Hill	Ernest McDaniel	(903) 647-6288	*
University of NC - Greensboro	Keith Strider	(336) 317-4790	*

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.	Please see the attached sales force list and locations
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Commercial Energy Specialists, LLC (CES) maintains the personnel and organizational resources necessary to effectively manage staff and successfully perform the work contemplated under this Contract. This includes the local offices in TX, SC, NC, GA, AL, AZ, WA, OR, CA, NV
28	Service force.	We have employees staffed and available from coast to coast in the US and in the Caribbean
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 are proposed, received, and handled at the Jupiter, FL Corporate Headquarters as well as the local offices in TX, SC, NC, GA, AL, AZ, WA, OR, CA, NV
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>CES has dedicated customer relations and service departments. These departments provide comprehensive support, including assistance with project development, technical issues, and product selection related to all Work performed under this Contract. This structure ensures that CES can deliver consistent, professional service and maintain the highest standards of quality and responsiveness throughout the duration of the Contract.</p> <p>Customer Service Program – Process and Procedures Service Intake & Tracking Dedicated service phone line, email, and account representative access. Requests logged in service system and triaged by urgency. Escalation protocols for safety/operational emergencies. Response-Time Commitments Acknowledgment: Within 2 business hours.</p> <p>Emergency Response (health/safety/equipment failure): Same-day remote support and on-site service within 24 hours. Standard Service Requests: Scheduled within 48–72 hours. Parts & Equipment Replacement: Stocked inventory and distributor network enable 24-hour shipment for common items.</p> <p>Resolution & Follow-Up Updates provided at dispatch, arrival, and completion. Written service report with corrective actions and recommendations. Follow-up within 3–5 days to confirm resolution and satisfaction. Provider Incentives & Performance Monitoring Technicians measured on response times, first-visit resolution, and satisfaction. Ongoing technical training and manufacturer certifications. Recognition for high performance and adherence to service goals. Customer loyalty incentives including priority scheduling and extended warranties. Commitment Minimize downtime for municipalities, schools, and commercial facilities.</p> <p>* Deliver responsive, reliable, and proactive service that ensures safe, compliant, and efficient operations.</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>Aquafinity is fully capable and prepared to provide our comprehensive aquatic water management products and services to all Sourcwell participating entities. We have extensive experience working with municipalities, school districts, recreation centers, and other public-sector organizations throughout Texas and the surrounding region. Our team is equipped to deliver:</p> <p>Commercial pool and aquatic system equipment, including pumps, filters, chlorinators, lane lines, pool chemicals and equipment and ADA-compliant accessibility devices. Advanced water treatment solutions, such as chemical automation, UV and ozone systems, and filtration upgrades. Professional installation, service, and ongoing maintenance to ensure safety, compliance, and operational efficiency. Responsive technical support and training tailored to facility staff.</p> <p>We are committed to meeting the unique needs of Sourcwell members by providing high-quality products, timely service, and competitive pricing. Our goal is to ensure participating entities can maintain safe, efficient, and reliable aquatic facilities with minimal disruption.</p> <p>Aquafinity welcomes the opportunity to support Sourcwell members and is ready to engage immediately to fulfill procurement needs and project requirements</p> <p>*</p>
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We will ship and supply from our various US Distribution Centers

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	NA	*
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.	NA	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	NA	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing strategy for promoting this opportunity focuses on targeted outreach, multi-channel engagement, and leveraging existing relationships within the industry. We aim to maximize visibility and participation through:</p> <p>Direct Outreach: Engaging with current and prospective clients via email campaigns, phone follow-ups, and personalized communications to ensure awareness of this opportunity.</p> <p>Promotion through trade shows we participate with to bring awareness of our participation in the program.</p> <p>Digital Marketing: Utilizing our website, social media platforms, and industry-specific online channels to share information and highlight the benefits of participating.</p> <p>Partnerships & Networks: Collaborating with distributors, dealers, and professional associations to extend our reach and credibility within the marketplace.</p> <p>Educational Content: Providing informative materials, case studies, and product demonstrations to educate potential users on the value of our offerings.</p> <p>We have attached representative samples of our marketing materials in the document upload section, including brochures, email templates, and digital campaigns, to demonstrate the quality and effectiveness of our outreach efforts.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We leverage technology and digital data to enhance marketing effectiveness through targeted, data-driven strategies. Key practices include:</p> <p>Social Media Engagement: Utilizing platforms such as LinkedIn, and Facebook to reach relevant audiences, share timely content, and engage with prospects and clients directly.</p> <p>Data Analytics: Collecting and analyzing metadata from campaigns (e.g., open rates, click-through rates, and user engagement) to optimize messaging, timing, and audience targeting.</p> <p>Customer Relationship Management (CRM): Using CRM tools to track interactions, manage leads, and personalize communications for higher conversion and engagement rates.</p> <p>Digital Advertising & SEO: Implementing paid digital campaigns and search engine optimization strategies to increase visibility and reach qualified prospects.</p> <p>Continuous Optimization: Monitoring digital performance metrics and applying insights to refine strategies, ensuring campaigns are efficient, effective, and measurable.</p> <p>This integrated approach allows us to maximize engagement, improve response rates, and continuously enhance the impact of our marketing efforts.</p>	*
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>Sourcwell's Role: We view Sourcwell as a trusted facilitator that increases visibility, credibility, and accessibility for cooperative purchasing agreements. By providing a centralized, pre-vetted platform, Sourcwell streamlines procurement, helping public entities identify reliable vendors efficiently and confidently.</p> <p>Integration into Our Sales Process: A Sourcwell-awarded agreement will be seamlessly integrated into our existing sales process by:</p> <p>Highlighting the Agreement: Prominently communicating the Sourcwell-awarded status to prospects and clients to build trust and credibility.</p> <p>Targeted Outreach: Leveraging our CRM and sales teams to inform eligible entities about the agreement and the benefits of using Sourcwell's streamlined process.</p> <p>Simplified Procurement Support: Assisting clients with any ordering, documentation, or procedural guidance to ensure a smooth purchasing experience.</p> <p>Marketing Alignment: Incorporating the Sourcwell agreement into all relevant marketing materials, presentations, and campaigns to reinforce awareness and drive engagement.</p> <p>This approach ensures the agreement enhances both client experience and sales efficiency.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Aquafinity offers an online store which includes the ability of a custom store area "my Aquafinity" created for the customer to allow easier purchase of frequently utilized products and/or chemicals based on the individual needs. We also offer DigiSign for proposals sent to the customer by email.</p>	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

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.	<p>Training Programs for Sourcewell Participating Entities</p> <p>Aquafinity recognizes that proper training is essential for the safe and efficient operation of aquatic facilities. We provide a range of training programs for Sourcewell participating entities, designed to support staff at all levels—operators, maintenance personnel, and facility managers.</p> <p>1. Equipment & Product Training Standard Offering: Training is included with the purchase and installation of new equipment (e.g., chlorinators, pumps, controllers, filtration systems). Delivery: Conducted on-site by Aquafinity technicians or certified manufacturer representatives. Content: Covers start-up procedures, system operation, troubleshooting, and safety best practices. Cost: Standard installation and product training are included at no additional charge depending on products purchased.</p> <p>2. Maintenance Training Optional Program: Hands-on training for maintenance staff on preventive maintenance schedules, calibration, chemical handling, and minor repairs. Delivery: Provided by Aquafinity's service team or authorized service providers. Frequency: Available as one-time training or recurring sessions (quarterly or annually).</p> <p>Vendor Name: Commercial Energy Specialists LLC Cost: Initial training is included with new system installs; additional sessions may be offered at a negotiated service rate.</p> <p>3. Operator Training & Certification Optional Program: Aquafinity partners with certified training organizations to provide operator-level instruction, including Certified Pool Operator (CPO) and Aquatic Facility Operator (AFO) courses where applicable. Delivery: Offered on-site, virtually, or at regional training events. Cost: Fees vary by certification program; discounted rates may be available for Sourcewell members.</p> <p>4. Ongoing Support & Refresher Training Standard Offering: Refresher training is available at no cost during scheduled service visits. Optional Add-On: Formal refresher sessions can be scheduled annually or as requested by the client. Commitment Aquafinity ensures that every Sourcewell participating entity not only receives high-quality equipment and solutions but also the training and knowledge to operate facilities safely, efficiently, and in compliance with industry standards.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Technological Advances in Aquafinity Solutions</p> <p>Aquafinity incorporates the latest technological innovations in commercial aquatics and water management systems to deliver efficiency, safety, and reliability for municipalities, schools, and commercial facilities. Key advancements include:</p> <p>1. Smart Pool and Water Management Systems Automated Controllers: Our systems provide precise monitoring and adjustment of water chemistry, filtration cycles, and flow rates, reducing manual intervention and human error. Remote Monitoring: Operators can track water quality and system status via mobile apps or web portals, enabling rapid response to potential issues.</p> <p>2. Energy Efficiency Innovations Variable-Speed Pumps: Reduce energy consumption while maintaining optimal circulation and filtration. High-Efficiency Filtration and Heating Equipment: Lower operational costs while meeting environmental and sustainability goals.</p> <p>3. Advanced Safety and Compliance Features Automated Chemical Feed Systems: Ensure accurate dosing, minimize chemical exposure, and maintain regulatory compliance. Integrated Alarm Systems: Notify operators of anomalies such as flow disruptions, chemical imbalances, or equipment malfunctions in real time.</p> <p>4. Data-Driven Performance Optimization Analytics and Reporting: Track usage trends, maintenance needs, and water quality over time to support preventive maintenance and operational planning. Predictive Maintenance Alerts: Reduce downtime by identifying potential equipment issues before failures occur.</p> <p>5. User-Friendly Interface and Training Support Intuitive control panels and dashboards make system operation easier for staff with varying levels of experience. Online guides, troubleshooting resources, and integrated training tools complement on-site training programs. Commitment By integrating these technological advancements, Aquafinity ensures Sourcewell participating entities receive solutions that are safer, more efficient, and easier to operate, ultimately reducing operational costs and improving overall facility performance.</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>Green Initiatives and Sustainability Efforts</p> <p>Aquafinity is committed to delivering environmentally responsible solutions that reduce energy consumption, water usage, and chemical impact for aquatic facilities. Key green initiatives include:</p> <p>1. Energy-Efficient Equipment Variable-Speed Pumps and High-Efficiency Motors: Reduce electricity usage compared to traditional systems. Certifying Agency: Department of Energy (DOE) – Energy Star eligible components.</p> <p>2. Water Conservation Technologies Automated Filtration and Backwash Systems: Optimize water circulation, minimize waste, and reduce the frequency of pool draining. Certifying Agency: WaterSense (EPA) – systems meet water efficiency standards.</p> <p>3. Chemical Management & Safety Automated Chlorinators and Liquid Feed Systems: Precise chemical dosing reduces excess chemical use and improves water quality. Certifying Agency: NSF International – NSF/ANSI 50 for residential and commercial water treatment systems.</p> <p>4. Sustainable Operational Practices Training Programs: Educate operators on energy conservation, water efficiency, and proper chemical handling to minimize environmental impact. Certifying Agencies: National Recreation and Parks Assoc. Aquatic Facility Operator (AFO) Course and Certified Pool Operator (CPO) program includes sustainability-focused modules. Commitment Aquafinity integrates these “green” initiatives into all solutions, ensuring Sourcewell participating entities can operate sustainable aquatic facilities while reducing operational costs and environmental footprint.</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>Created in 2004, the Q5® Water Quality Standard provides aquatic facility owners with a simple, visual representation of their facility’s quality and operation. The Q5 program starts with daily, weekly, and monthly guidelines for aquatic facilities wanting to comply with state health codes while providing safe and enticing water for patrons.</p> <p>Aquafinity is consistently upgrading the program to stay on par with best practices in aquatic facilities. This led to getting the Q5 program certified by the Council for the Model Aquatic Health Code (CMAHC) in 2020.</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>Aquafinity offers a combination of products, services, and expertise that distinguishes us in the commercial aquatics and water management industry. Key unique attributes include:</p> <p>Comprehensive, Turnkey Solutions we call it Service Supported Distribution®. We provide end-to-end support, including equipment supply, installation, preventive maintenance, operator training, and ongoing service. This eliminates the need for multiple vendors, simplifying procurement and ensuring consistent quality for Sourcewell members.</p> <p>Preventive maintenance programs improve system reliability and minimize downtime. Proven Expertise in Public and Institutional Facilities Extensive experience with municipalities, ISDs, universities, and commercial aquatic facilities ensures solutions are tailored to the unique operational, safety, and regulatory needs of Sourcewell entities.</p> <p>Staff includes factory certified technicians and AFO & CPO-trained personnel, providing unmatched technical expertise and training. Strong Regional and National Distribution Network Direct sales, authorized distributors, and certified service partners allow fast delivery, responsive service, and local support nationwide.</p> <p>Commitment to Sustainability and Green Practices Customer-Centric Service Model Rapid response times, proactive maintenance, and dedicated account support ensure minimal downtime and maximum operational efficiency. Flexible solutions and training programs are tailored to the needs of each facility, supporting long-term success. Commitment Aquafinity’s unique combination of technological innovation, comprehensive support, sustainability focus, and public facility expertise ensures Sourcewell participating entities receive reliable, cost-effective, and environmentally responsible aquatic solutions that few competitors can match.</p>

46	Describe your company's chemical handling and delivery safety protocols.	<p>All new employees working in the warehouse or technical areas will receive an orientation to the Hazard Materials Program prior to starting work. Once the orientation is complete, each employee must acknowledge that they received the training, and the acknowledgement will become part of the employee's personnel file. At a minimum, Hazard materials orientation will include the following:</p> <p>Handling of hazardous materials requirements under federal and state law. Chemicals present in the employee's work area. The location and availability of SDS sheets and CES written hazard program. Physical and health effects of hazardous chemicals. Methods and observation techniques used to determine the presence release of hazardous chemicals in the work area. Controls, work practices, and personal protective equipment used to lessen or prevent exposure to hazardous chemicals. Emergency procedures to follow if an employee is exposed to chemicals. Reading labels and reviewing SDS sheets to obtain appropriate hazard information. When new chemicals are introduced, supervisors must review with employees the items above as they relate to the new chemical. Delivery safety protocols are as follows:</p> <p>Proper Labeling and Packaging. All containers will be properly labeled as to their contents. All appropriate hazard warnings shall be noted. The name and address of the manufacturer shall be listed. All products shall be packaged in their proper containers. All chemicals are shipped with their Material Safety Data Sheets under Federal and State Law.</p>
47	Describe any energy-efficient or sustainable equipment solutions your company offers.	<p>Commitment to Sustainability and Green Practices</p> <p>Energy-efficient, WaterSense-approved, and NSF-certified equipment reduces environmental impact while maintaining operational performance.</p> <p>Automated controllers provide automatic chemistry control and control of equipment room devices, including automatic backwash control. Variable-speed pumps, and remote monitoring capabilities reduce energy consumption, operational costs, and manual oversight.</p> <p>Saline Chlorination - with the costs and dangers of chlorine use on the rise, many pool operators are seeking alternative solutions. Salt chlorination utilizes technology rather than traditional chlorine to sanitize your pool. A mild saline solution of between 3500- 5000 ppm is introduced to the pool and flows through the cell to create HClO. This safer, more cost effective and environmentally friendly solution eliminates the risks associated with transportation, use and storage of chlorine. The water it creates is more spa-like and doesn't cause as much damage to swimsuits or irritate the eyes the way that chlorine does.</p>
48	Describe solutions or services you are offering agencies to assist them with chemical safety audits or compliance documentation.	<p>We offer many training programs which include chemical safety audits, proven green technologies, and operational guidance to emphasize water conservation, energy savings, and sustainable chemical management.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	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	NA
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30 days from the date of invoice, unless otherwise agreed upon in writing, with an approved credit app. Larger special order projects may require progress billing which is inclusive of a deposit at time of purchase. We accept multiple payment methods, including ACH transfers, wire transfers, and credit cards. All orders are payable in advance or by credit cards unless credit terms have been extended based on review and approval of information on this application. All equipment will be invoiced upon shipment to the designated delivery address and are due in accordance with your payment terms, as noted on our invoices.
59	Describe any leasing or financing options available for use by educational or governmental entities.	Aquafinity offers a number of lease options including rent to own agreements, leases direct with the equipment manufacturers and prepared by Aquafinity, monthly payment plans and access to equipment leasing companies depending on the customers needs. We have utilized each type with educational and governmental entities.

60	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.	Order forms are used to document product and equipment requests, including part numbers and quantities. Each order form also outlines the defined scope of work, such as installation and commissioning, and provides a complete summary of overall pricing. Purchase orders are issued to authorize procurement of equipment and provide formal approval of goods and services. Service Maintenance Agreements outline the scope, frequency, and terms of our ongoing service and maintenance plans that are scheduled on a monthly, quarterly, semi-annual, or annual basis depending on the type of equipment and/or manufacturer guidelines. Service Orders are used to define specific repair, installation, or maintenance work, including scheduling and cost details.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we accept P-card payments. A 3.5% convenience fee is added to the total balance of the order.	*
62	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.	Aquafinity will provide line item pricing.	*
63	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.	3-10%	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	None	*
65	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.	We would supply a quote for each such request.	*
66	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.	Installation and start up would not be included in the pricing submitted with the response. It will be quoted based on a job by job basis if needed.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipping charges are listed as estimated on a quote and billed upon shipment.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We offer direct shipping to the US, Canada and the Caribbean. Offshore customers outside of these areas are able to ship to a freight forwarder. Shipping fees are billed at the time of shipment. Customers may also provide their own freight/shipping account for delivery.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique distribution and/or delivery methods. The delivery terms are provided in line item 68.	*
70	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.	Aquafinity utilizes a custom program that allows for customer rate cards. Any Sourcwell customer will have locked in pricing on their rate cards in compliance with the Sourcwell agreement.	*
71	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.	Aquafinity will use a customer flag and custom rate card to identify Sourcwell driven customers and run monthly analytics to gauge the success and revenue driven specifically from these customers.	*
72	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed 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.	Proposed Administration Fee: Aquafinity proposes an Administration Fee of 1.5% of total completed transaction value payable to Sourcwell. This rate reflects a fair and sustainable contribution toward the administrative and support services Sourcwell provides under this Master Agreement. The proposed fee ensures that we can continue to offer competitive pricing and value to participating entities while maintaining high service and performance standards.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Aquafinity will provide competitive pricing to all Sourcwell partners.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Malmsten Water Polo Goals, Racing Lane Line Reels, Classic PRO 4" Racing Lanes, Gold PRO 6" Racing Lanes, Racing Lane Storage Trolleys. Dryden AFM NG Drinking Water Grade Glass Filter Media. Chemicals - Sodium Hypochlorite, Muriatic Acid, Sodium Bicarbonate, Calcium Chloride, Algaecide, CCH Elite Cal Hypo, CCH Cal Hypo, Pulsar® Briquettes. CES Pulsar Precision Chlorinator Systems. Stenner Fixed and Adjustable Rate Chemical Feeders, and Auto EnzymeFeed Stations. Stenner Adjustable and Fixed Rate Chemical Tank Systems. Solenis CCH Feeder Systems. All ChlorKing Switch Mode Saline Chlorination Systems, and ChlorKing Salt Saturated Feeders, 30, 55, and 100 Gallon. All ChlorKing Chlorogen on-site batch chlorine generators. All CES Precision Control MR1, MR2, & MR3 Chemical Feeders. All ChlorKing Saline Chlorinators replacement electrode stacks. All ChlorKing Saline Chlorinators and Chlorogen On-Site Batch Chlorine Generator replacement parts. All ChlorKing Sentry SAG UV Strainers and SAG UV replacement parts. All ChlorKing Sentry SAG UV Stainless and PVC UV Systems. Taylor Technologies Water Testing Kits, Carrying Cases and all reagents for testing. All Palintest Pooltest Water Testing Kits with all testing reagents for all water testing variables. Digital Spin Touch Water Testing Kits with testing reagents for all water testing variables. CES Emergency Labor and CES Emergency Travel. All CES Precision Control AMF MultiPort Valves. All Poltank Top Mount and Horizontal Filters 50 and 100 PSI. All Precision Control AMF Vertical Filters. Energy Saver Pool and Spa Cover Pricing per foot does not include custom sizing and cutouts, which would be handled on a custom quote basis. Hourly Labor, Hourly Travel. Most commonly used sizes of chemical vats with lids 5, 15, 30, and 55 gallon. Harmsco Portable Vacuum Line. Enduro Robotic Vacuum Product Line and QuickVack Pro Product Line. Lochinvar Aquas Heater Line. Lochinvar LP and Gas Heater line. Aquacal TropiCal Heater Line. Jandy JXI and Pro Series Heater Line. Most common tubing sizes used per foot 1/4" 3/8" and 1/2". Hayward Purewhite and Color Splash LED Pool Lights Line. Preventive Maintenance is available for all equipment Upon Request.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Subcategories would be replacement parts, preventative maintenance, for equipment listed on line item pricing on Sourcwell Items for Submission Spreadsheet. Also included in subcategories of solutions would be CES Emergency Labor and CES Emergency Travel and Hourly Labor, Hourly Travel,</p>

Table 7B: 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	Offered *	Comments
76	Chlorine	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pulsar or CCH depending on market. Pricing may vary based on State. *
77	Muriatic acid / sodium bisulfate	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pricing is for 1 gallon bottles, case of 4. Pricing may vary based on State. *
78	Sodium bicarbonate & sodium carbonate	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pricing is based on 50lb Bag. Pricing may vary based on State. *
79	Calcium chloride	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mini Pellets 94-97% 50lb bag. Pricing may vary based on State. *
80	Algaecides	<input checked="" type="radio"/> Yes <input type="radio"/> No	Algaecide, The Yellow Stuff, 2lb (Minimum Order Case of 12) Pricing and sizing may vary base on State *
81	Filtration systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	
82	Pumps	<input checked="" type="radio"/> Yes <input type="radio"/> No	
83	Chemical test kits	<input checked="" type="radio"/> Yes <input type="radio"/> No	
84	Skimmer baskets and robotic skimmers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Vacuum systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Sourcewell Items for Submission 01_19_26.pdf - Monday January 19, 2026 11:40:39
- [Financial Strength and Stability](#) - Consolidated Balance Sheets.pdf - Monday January 19, 2026 11:41:20
- [Marketing Plan/Samples](#) - Case Studies, Leave Behind Brochures, Constant Contact Emails, Articles, Trade show Banners.pdf - Monday January 19, 2026 12:44:31
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Estimates 328028, 329053, 331524.pdf - Monday January 19, 2026 14:12:14
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Employee Full Time Sales and Service Force by Location.pdf - Monday January 19, 2026 11:44:46

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. - Remy Baker, Project Manager, Commercial Energy Specialists, LLC.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Pool Chemicals 012026 Fri January 9 2026 08:55 AM	<input checked="" type="checkbox"/>	1
Addendum 1 Pool Chemicals 012026 Wed December 3 2025 01:48 PM	<input checked="" type="checkbox"/>	1