

**MASTER AGREEMENT #091724****CATEGORY: Water Treatment Chemicals with Related Supplies, Equipment and Services****SUPPLIER: Pace Solutions Corp.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Pace Solutions Corp., #142 – 766 Cliveden Pl., Delta, BC Canada V3M 6C7 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

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

- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and

the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and

timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

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

Sourcewell

Pace Solutions Corp.

091724-PACE

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/21/2024 | 10:55 PM CST

Signed by:
Will Wilson
B50D1AEFA7304D2...
By: _____
Will Wilson
Title: Business Development Manager
Date: 11/21/2024 | 2:26 PM CST

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

Vendor Details

Company Name: Pace Solutions Corp
Does your company conduct business under any other name? If yes, please state: BC
Address: 142 – 766 Cliveden Place
Delta, BC V3M 6C7
Contact: Will Wilson
Email: will@pacesolutions.com
Phone: 604-349-2178
Fax: 604-349-2178
HST#:

Submission Details

Created On: Friday August 02, 2024 07:53:43
Submitted On: Monday September 16, 2024 15:55:00
Submitted By: Will Wilson
Email: will@pacesolutions.com
Transaction #: e093bf5c-eb1e-4f8e-8ab0-5efb60dd907a
Submitter's IP Address: 207.6.3.111

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.	Pace Solutions Corp.
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).	NA
4	Provide your CAGE code or Unique Entity Identifier (SAM):	NA
5	Provide your NAICS code applicable to Solutions proposed.	22131
6	Proposer Physical Address:	#142 - 766 Cliveden Pl Delta, BC, Canada V3M 6C7
7	Proposer website address (or addresses):	https://pacesolutions.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):	Will Wilson, Business Development Manager, #142 - 766 Cliveden Pl, Delta, BC, Canada, V3M 6C7 will@pacesolutions.com, 1-604-349-2178
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Will Wilson, Business Development Manager, #142 - 766 Cliveden Pl, Delta, BC, Canada, V3M 6C7 will@pacesolutions.com, 1-604-349-2178
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	NA

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Pace Solutions, originally founded as Pace Chemicals in 1983 by William Martin in Burnaby, British Columbia, Canada, has a long history in the water treatment industry. The company began as a local provider of industrial water treatment and cleaning products for the Vancouver area. Over the decades, it expanded its operations across Canada and into the United States and Mexico.</p> <p>Pace Solutions operates with a focus on environmental sustainability, energy conservation, and water quality. Its core values emphasize providing cost-effective, environmentally safe products while continuously innovating and improving its solutions. The company's business philosophy revolves around finding tailored solutions for clients, demonstrated by its rebranding from Pace Chemicals to Pace Solutions in 2020 to better reflect this commitment.</p> <p>Pace Solutions is a family-operated business, now led by Wes Martin, the son of the founder. With over 40 years in the industry, the company has made significant contributions, including introducing energy-saving technologies and sustainable water treatment products like ProMoss™, a plant-based solution for cooling towers. Its industry longevity is also highlighted by its active involvement in organizations such as the Association of Water Technologies (AWT), where it promotes continuous learning and regulatory awareness within the water treatment field.</p>	*
12	What are your company's expectations in the event of an award?	<p>In the event of a contract being awarded, a company typically has several expectations to ensure the successful execution of the project. These expectations generally include:</p> <ol style="list-style-type: none"> 1. Clear Communication: The company will expect clear and consistent communication from the client regarding project objectives, timelines, and any specific requirements. Open lines of communication are vital to addressing issues promptly and ensuring alignment on project goals. 2. Collaboration and Cooperation: The company will anticipate a collaborative working relationship with the client. This includes timely feedback, cooperation in coordinating logistics, and working together to resolve any challenges that may arise during the project. 3. Adherence to the Contract: The company expects all terms and conditions outlined in the contract to be honored. This includes payment schedules, scope of work, delivery timelines, and compliance with any agreed-upon standards or specifications. 4. Resource Access: Depending on the nature of the project, the company may require access to certain resources, such as facilities, equipment, or personnel, to carry out the contracted work. This access should be provided as stipulated in the contract. 5. Safety and Compliance: For projects involving physical work, such as installations or maintenance, the company expects to work in a safe environment with all parties adhering to relevant safety regulations and compliance standards. 6. Payment: Timely payment as per the terms of the contract is a key expectation. This ensures that the company can manage its cash flow effectively and maintain operations without financial disruptions. <p>Overall, the company will expect a professional and mutually beneficial working relationship, where both parties fulfill their obligations to achieve the desired outcome of the contract.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	2023 Revenues \$24 million.	*
14	What is your US market share for the Solutions that you are proposing?	Pace Solutions' core market is Canada and only provides product through distribution to the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Pace Solutions' Canadian market share is approximately 5-7% for the solutions we are proposing.	*

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?	Pace Solutions operates as both a manufacturer and a service provider in the water treatment industry. The company's relationship with its sales and service force, as well as its dealer network, is integral to delivering its products and services. Pace Solutions' sales and service force primarily consists of internal employees who are responsible for managing client relationships, ensuring the proper implementation of water treatment programs, and providing ongoing technical support. These employees work directly with clients to assess their needs and tailor solutions accordingly. The company prioritizes training its staff to maintain high standards of service quality and product knowledge. In addition to its internal sales and service team, Pace Solutions collaborates with a dealer network. These dealers may vary depending on the geographic location and specific service needs. While some dealers might be independent third-party entities, Pace Solutions ensures they are thoroughly trained in its product lines and service protocols to maintain consistency in quality and customer experience across different regions. This dual approach—using both in-house employees and third-party dealers—allows Pace Solutions to offer flexible and responsive service to its clients across North America, ensuring that both the products and services proposed in any RFP are delivered efficiently and to high standards.	*
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.	Pace Solutions Corp. is a member of the Association of Water Technologies and has the most Certified Water Technologists (CWT) on staff in Canada. CWT is the highest professional credential in the commercial and industrial water treatment field.	*
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 Sourcewell 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.	NA	*
21	What percentage of your sales are to the governmental sector in the past three years?	5%	*
22	What percentage of your sales are to the education sector in the past three years?	5%	*
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?	none	*
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?	none	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Government of Saskatchewan	Curtis Dorosh, Director of Engineering and Sustainability	306-519-4270	*
Edmonton Catholic School Division	Mark Dewes, Maintenance Supervisor	587-335-4953	*
Alberta Health Services	Curtis Reid, Facilities & Maintenance	587-372-6600	*

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

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

Line Item	Question	Response *
26	Sales force.	Pace's sales staff # by region: - British Columbia: 9 - Alberta: 10 - Saskatchewan: 9 - Manitoba: 2 - Ontario: 12 - Canada-wide: 5 Most sales staff also have the ability to preform on-site water treatment service.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Pace Solutions maintains a network of authorized sellers primarily consisting of mechanical contractors and water treatment companies from the Association of Water Technologies (AWT). Authorized sellers would only be used in regions not serviced by the Pace internal service team.
28	Service force.	Pace has 46 internal service staff across Canada with an average 8.7 years of water treatment experience.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders to be e-mailed to designated e-mail address depending on the region of the order and they will be processed each day depending on stock levels.

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>At Pace Solutions, our customer service program is designed to provide a seamless, efficient, and responsive experience, tailored to meet the unique needs of our clients. We follow a structured process to ensure high-quality service delivery from initial contact through ongoing support.</p> <p>Customer Service Process and Procedure</p> <ol style="list-style-type: none"> 1. Initial Consultation We begin by engaging with the client to thoroughly understand their specific HVAC water treatment or energy efficiency needs. This involves assessing their current systems, operational challenges, and sustainability goals. 2. Customized Solutions* Based on the consultation, we develop a tailored solution that meets the client's technical requirements and budget constraints. Our recommendations often include energy-saving solutions such as EndoTherm and water treatment plans designed to optimize HVAC system efficiency and longevity. 3. Implementation and Training Once a plan is agreed upon, we work closely with the client to implement the solution. This includes the installation of any necessary equipment or additives and providing training to facility managers or operators on proper system use and maintenance. 4. Ongoing Monitoring and Support We offer continuous system monitoring to ensure the proposed solutions are performing optimally. This includes periodic inspections, water quality testing, and performance evaluations. Should any issues arise, our team is readily available to address them promptly. 5. Customer Feedback and Adjustments We value customer feedback and regularly solicit input to make adjustments or improvements as necessary. Our goal is to foster long-term partnerships that evolve with our clients' needs. <p>Response Time Capabilities and Commitments</p> <ul style="list-style-type: none"> - Standard Response Time: We commit to responding to all customer inquiries within **24 hours** of initial contact, whether it's through phone, email, or web inquiries. - Emergency Support: In cases of urgent technical issues or system breakdowns, we offer a same-day emergency response for customers within our service areas. - Scheduled Maintenance Visits: We offer pre-scheduled maintenance visits with guaranteed technician arrival within a **2-hour window** to minimize downtime and disruption. <p>At Pace Solutions, we are committed to providing high-quality, timely, and customer-focused service, ensuring that your HVAC and water treatment systems are always running at peak efficiency.</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Pace Solutions has worked with municipalities, school districts and other public sector institutions for over forty years. We are looking forward to providing products and services to Sourcwell participating entities.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Pace Solutions provides equipment and products across Canada. Pace's internal on-site service team operates throughout BC, AB, SK, MB, ON and QC. Service for Atlantic Canada is provided through Pace's dealer service network.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	While providing equipment and products, Pace Solutions does not provide internal on-site service support to Atlantic Canada or the United States.
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.	All Participating Entities will have full access to Pace's solutions.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Pace Solutions does not provide internal on-site service support to Hawaii, Alaska and the US Territories.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Our terms are net 30 days

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>37</p>	<p>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>	<p>Pace Solutions' marketing strategy for promoting any contract award revolves around a multi-channel approach designed to maximize visibility and engagement with Participating Entities. This strategy integrates both direct communication through the sales force and dealer network, as well as digital and traditional marketing techniques to ensure broad reach and effective promotion.</p> <p>Key Elements of the Marketing Strategy:</p> <ol style="list-style-type: none"> 1. Sales Force Deployment: <ul style="list-style-type: none"> - The internal sales force will be the primary communication channel with Participating Entities. Pace Solutions will leverage its team of trained sales professionals to build relationships, educate potential customers on the benefits of the awarded contract, and provide personalized solutions. - The sales team will conduct targeted outreach, including on-site visits, presentations, and webinars, to demonstrate the value of the products and services offered under the contract. 2. Dealer Network Engagement: <ul style="list-style-type: none"> - For regions where the dealer network plays a role, Pace Solutions will ensure that these dealers are fully briefed on the details of the contract. This includes providing them with marketing materials, training, and access to the company's sales support infrastructure. - Dealers will act as local representatives, promoting the contract to Participating Entities within their geographic areas, ensuring a broad market reach. 3. Digital Marketing: <ul style="list-style-type: none"> - A strong digital presence will be maintained through the company's website, email campaigns, and social media platforms. Dedicated landing pages and content will be created to highlight the contract benefits, making it easy for Participating Entities to understand how to engage with Pace Solutions. - Search engine optimization (SEO) and paid digital advertising (e.g., Google Ads, LinkedIn ads) will be utilized to target relevant industries and geographic regions. 4. Content Marketing and Thought Leadership: <ul style="list-style-type: none"> - Pace Solutions will develop and distribute white papers, case studies, and blog posts that emphasize the effectiveness of its water treatment solutions. This content will be used to build credibility and establish the company as a thought leader in the industry, attracting Participating Entities looking for reliable partners. - Participation in industry events, webinars, and conferences will also be used as platforms to showcase the company's expertise and promote the contract. 5. Traditional Marketing: <ul style="list-style-type: none"> - Print brochures and promotional materials will be distributed to key decision-makers within Participating Entities. These materials will highlight the specific advantages of the products and services covered by the contract and encourage engagement. - Advertising in industry-specific magazines and journals will be used to reach professionals in water treatment and related sectors. 6. Partnerships and Collaborations: <ul style="list-style-type: none"> - Pace Solutions will collaborate with industry associations and trade groups to promote the contract to a wider audience. By partnering with recognized industry bodies, the company can increase its credibility and reach more potential clients. 7. Customer Support and Aftercare: <ul style="list-style-type: none"> - Ongoing customer support will be a key focus of the marketing strategy. Providing exemplary service and regular check-ins after the sale will foster long-term relationships and encourage Participating Entities to continue utilizing the awarded contract for their needs. <p>By combining these approaches, Pace Solutions will effectively promote the contract to Participating Entities, ensuring that its products and services are well-represented and accessible across various channels.</p>
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<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Pace Solutions leverages technology and digital data to enhance the effectiveness of its marketing strategies in several key ways, ensuring that its outreach is targeted, efficient, and measurable. Here's how technology and data are integrated into the company's marketing efforts:</p> <p>1. Social Media Marketing:</p> <p>Pace Solutions uses social media platforms such as LinkedIn, Twitter, and Facebook to connect with industry professionals, clients, and prospects. These platforms allow for both organic and paid promotion of the company's products, services, and thought leadership content. Social media platforms offer advanced targeting options based on job titles, industries, and regions, which help Pace Solutions reach specific audiences. The company uses analytics tools provided by these platforms to track engagement metrics (e.g., clicks, shares, comments), enabling continuous refinement of campaigns for better performance.</p> <p>2. Metadata Usage and SEO:</p> <p>Search engine optimization (SEO) is a critical part of Pace Solutions' digital strategy. By optimizing website content with relevant keywords and metadata, the company ensures that its web pages rank higher in search engine results, driving organic traffic from individuals and businesses seeking water treatment solutions. Metadata (title tags, meta descriptions, alt text) is optimized to make the company's online content more searchable and relevant to both search engines and users. This helps increase visibility and click-through rates from search engines.</p> <p>3. Email Marketing:</p> <p>Email marketing is used to nurture leads and keep current clients informed about new products, services, and industry trends. Personalized email campaigns are crafted based on user behavior and data collected from previous interactions, ensuring that content is relevant and engaging.</p> <p>By integrating these technologies and data-driven strategies, Pace Solutions is able to enhance its marketing effectiveness, reach targeted audiences more precisely, and track the success of its efforts. This approach enables continuous improvement and ensures that the company remains competitive in the evolving digital landscape.</p>
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39	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Sourcewell's Role in Promoting Agreements:</p> <p>Sourcewell plays a crucial role in promoting agreements arising from RFPs by leveraging its vast cooperative purchasing network. As a leading government procurement organization, Sourcewell provides awarded vendors like Pace Solutions access to over 50,000 participating government, education, and non-profit entities across the U.S. and Canada. The organization promotes these agreements by:</p> <ol style="list-style-type: none"> 1. Outreach and Marketing: Sourcewell actively markets awarded agreements through its website, newsletters, and email campaigns targeted at its large membership base. This outreach increases visibility for awarded vendors and drives demand for their products and services. 2. Education and Training: Sourcewell educates its members on the benefits of using awarded contracts, emphasizing streamlined procurement processes and cost savings. This education helps members understand how to effectively utilize the agreements. 3. Support for Vendors: Sourcewell provides ongoing support to vendors through training, webinars, and resources, helping them understand how to maximize the value of their awarded contract and reach more potential customers. <p>Integrating a Sourcewell-Awarded Agreement into the Sales Process:</p> <p>If Pace Solutions is awarded a Sourcewell agreement, the company will integrate it into its sales process by:</p> <ol style="list-style-type: none"> 1. Training the Sales Team: The first step will be training the internal sales force and dealer network on the specifics of the Sourcewell contract, including eligible products, pricing, and the advantages for participating entities. This knowledge will empower the sales team to effectively communicate the benefits to clients and prospects. 2. Leveraging Sourcewell's Network: Pace Solutions will actively utilize Sourcewell's member network to target new prospects. The sales team will reach out to participating entities, promoting the contract as a streamlined procurement solution. Special attention will be given to municipalities, educational institutions, and other public sector entities that frequently engage with Sourcewell. 3. Collaborative Marketing Efforts: Pace Solutions will align its marketing strategy with Sourcewell's promotional efforts. Joint webinars, co-branded marketing materials, and coordinated email campaigns will be used to highlight the benefits of the Sourcewell contract to potential customers. 4. Simplified Procurement Process: By integrating the Sourcewell-awarded agreement into the sales process, Pace Solutions will emphasize the simplified procurement path it offers to participating entities. This will be a key selling point for the sales force, as it removes many of the administrative burdens typically associated with public procurement. 5. Customer Support and Follow-up: The sales team will provide dedicated customer support to ensure a smooth purchasing experience for clients using the Sourcewell contract. Regular follow-ups and ongoing support will help maintain strong relationships with these customers and encourage long-term loyalty. <p>By effectively integrating the Sourcewell agreement into its sales process, Pace Solutions will be able to capitalize on Sourcewell's extensive network and support, driving sales and expanding its reach in the public sector.</p>
40	<p>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>	<p>Pace Solutions does not currently offer an e-procurement system but does offer an e-reporting platform for 24/7 remote access to all critical communication from Pace. Service reports and laboratory analyses are saved to one convenient location for easy login access by the clients assigned management and/or operating personnel. Pace is actively planning to implement an e-procurement system in the near future. The goal is to streamline the purchasing process for governmental and educational customers by allowing them to browse, request quotes, and place orders through a digital platform that integrates with commonly used procurement systems. This future e-procurement system will aim to simplify workflows, ensure compliance with public procurement policies, and provide better access to Pace Solutions' products and services. The company is committed to enhancing customer experience and making procurement easier and more efficient.</p>

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

Line Item	Question	Response *
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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.	Pace offer's in-house and webinar training services including water testing, report entry, equipment operation, product handling and safety. Training is optional but can be included in the contract.	*
42	Describe any technological advances that your proposed Solutions offer.	Remote monitoring to track and reduce water and energy consumption. All natural, plant-based cooling tower treatment that eliminates the need for chemical scale inhibitor. Hydronic additives to improve boiler and chiller energy efficiency. Cloud-based test report program with 24-hour access to read and record test report data. Staff training available.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Pace offers the only water treatment additive that is specifically designed to save HVAC energy consumption and reduce greenhouse gas emissions by 10-15%. Most public sector buildings use hydronic HVAC system which use water to deliver heat within the building. Heated or cooled water is pumped through a network of pipes to deliver or remove heat energy in the building. After delivering its energy, the water returns to be heated or cooled again and the cycle continues until the temperature settings have been reached. Pace's energy saving hydronic additives improve water's ability to transfer heat which lowers energy consumption and emissions. The energy savings provide a fast simple payback in less than two years. Utility rebates are also available in several provinces. This patented technology can be easily added to nearly any water treatment program.	*
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.	At Pace Solutions we work with local municipalities and regulators to ensure we use the most environmentally friendly and sustainable solutions.	*
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?	In addition to extending the life of hydronic HVAC equipment through water treatment, Pace Solutions has unique solutions to increase sustainability, reduce water usage, lower carbon emissions and cut operating expenses.	*
46	Describe the capabilities and systems your offerings have for testing, monitoring, and efficiencies along with your capabilities in Anticipatory Water Treatment, real-time monitoring, data analytics, and automation for water treatment systems.	<p>At Pace Solutions Corp, we offer a suite of advanced capabilities and systems focused on improving the testing, monitoring, and efficiency of water treatment systems. These offerings are designed to enhance performance through real-time monitoring, data analytics, automation, and anticipatory water treatment solutions. Here's how our technology addresses these key areas:</p> <p>Advanced Testing Capabilities</p> <ul style="list-style-type: none"> - Comprehensive Water Quality Testing: Our systems enable thorough water quality testing that measures key parameters such as pH, conductivity, hardness, alkalinity, dissolved oxygen, and contaminants. These tests ensure that treatment protocols are accurately calibrated to meet specific water conditions. - Onsite and Remote Testing: We provide both onsite testing equipment for immediate results and remote testing services that can be accessed through our cloud-based system for deeper analysis. <p>Real-Time Monitoring Systems</p> <ul style="list-style-type: none"> - Continuous Monitoring: Our water treatment systems are equipped with sensors that continuously monitor critical parameters in real time. This includes temperature, flow rate, chemical concentration, turbidity, and bacterial levels. - Smart Alerts: These systems are integrated with smart alert technologies that notify operators immediately if there is a deviation from optimal conditions, allowing for quick intervention. - Remote Access: Our monitoring systems are accessible remotely, allowing operators to manage and adjust water treatment protocols from any location, ensuring maximum operational efficiency. <p>Data Analytics and Insights</p> <ul style="list-style-type: none"> - Data Collection and Trend Analysis: We gather comprehensive data from all monitored points within the water treatment system and use advanced analytics to identify trends, anomalies, and potential issues. - Predictive Analytics: By analyzing historical and real-time data, our predictive algorithms can forecast potential system failures or water quality issues before they occur, enabling pre-emptive action. - Customized Reporting: We offer customizable reports that give operators insights into system performance, chemical usage, energy 	*

		<p>consumption, and water savings. These reports help optimize treatment strategies and reduce operational costs.</p> <p>Automation and Process Optimization</p> <ul style="list-style-type: none"> - Automated Chemical Dosing: Our water treatment systems are designed with automation in mind, adjusting chemical dosing automatically based on real-time monitoring data to maintain optimal water quality. This eliminates the risk of human error and ensures efficient use of chemicals. - Self-Adjusting Systems: The system automatically adapts to changes in water quality or operational conditions, maintaining the highest levels of treatment efficiency with minimal human intervention. - Integration with Building Management Systems (BMS): Our automated water treatment systems can be integrated into broader building or industrial management systems, streamlining operations and reducing energy and water consumption. <p>Efficient Resource Management</p> <ul style="list-style-type: none"> - Energy and Water Efficiency: Our technology optimizes water usage and reduces energy consumption by continuously adjusting treatment processes in real-time. This ensures that water treatment processes run efficiently, with minimal waste. - Sustainability Integration: In line with our green initiatives, our systems prioritize sustainable resource management by minimizing the use of chemicals and reducing water waste. <p>Cloud-Based Solutions</p> <ul style="list-style-type: none"> - Cloud-Connected Systems: Our water treatment systems leverage cloud computing, enabling remote management, real-time data access, and centralized control of multiple sites from a single dashboard. <p>Service and Support</p> <ul style="list-style-type: none"> - Expert Consultation: Our team of water treatment experts provides consultation services to help clients interpret data, troubleshoot issues, and optimize their treatment strategies. - Maintenance and Calibration: We offer regular system maintenance, sensor calibration, and performance checks to ensure long-term system reliability and accuracy. <p>Conclusion: Pace Solutions Corp offers a robust portfolio of testing, monitoring, and automation technologies designed to enhance water treatment systems' performance, reliability, and efficiency. Our capabilities in real-time monitoring, data analytics, and anticipatory water treatment allow for proactive management and long-term operational sustainability. Through automation and advanced analytics, we empower clients to optimize their water treatment processes, reduce costs, and improve environmental impact.</p>
47	Describe any water reuse and recycling technologies, products, and services offered.	<p>Pace's LEED accredited staff can support water conservation and efficiency, particularly in the operation of water-intensive systems like cooling towers. Here's how we enable cooling tower discharge reuse in accordance with LEED standards:</p> <p>Blowdown Water Recovery: Cooling towers discharge water as blowdown to maintain water quality and prevent scaling. Instead of sending this blowdown water to the sewer, we can recover and treat it through our filtration and RO systems, bringing it back to acceptable standards for reuse in the cooling system or for other non-potable uses.</p> <p>Non-potable Water Applications:</p> <p>Irrigation: After treatment, cooling tower discharge water can be reused for landscaping irrigation, which is a common LEED-compliant practice for reducing potable water consumption.</p> <p>Toilet Flushing: Treated blowdown water can be used for flushing toilets in buildings, further reducing potable water demand in line with LEED water use reduction credits.</p> <p>Onsite Equipment Washing: Recycled water can be used for non-critical onsite washing and maintenance tasks, aligning with water efficiency goals.</p>
48	Describe your capabilities and offerings for alternative water treatment products and methods such as sustainable chemical solutions, oxidation processes, nanotechnologies, etc.	<p>Pace Solutions offers many innovative solutions to help increase sustainability, reduce waste and protect the environment. These solutions include, non-chemical cooling tower treatments, organic steam and closed loop treatments, and hydronic additives to improve energy efficiency.</p>

49	Describe how you work with participating entities to ensure all relevant environmental regulations, requirements, and best practices are met.	At Pace Solutions strives to exceed all relevant environment regulation and requirements. We will work closely with the client and regulatory bodies to ensure all standards are met or exceeded.
50	Describe any membrane-based technologies and filtration processes offered, along with any complimentary components such as specialized chemicals, supplies, services, etc. as well as your capabilities and processes for sequester and removal of toxins and pollutants, such as PFAS, if offered.	Pace's certified water technologists (CWT) can help solve your water and wastewater discharge requirements.
51	Describe all potential warehousing, logistics management, delivery, and other shipping solutions offered for reoccurring orders of chemicals and products.	Pace Solutions Corp. ships from our logistically closest warehouse depending on the region. Items will be either delivered by the salesman involved or through third party freight companies.

Table 5B: Value-Added Attributes

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

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
61	Describe your payment terms and accepted payment methods.	Net 30 days. Pace accepts EFT, cheque, MasterCard & Visa.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	24 month financing options are available on bulk chemical and water treatment equipment purchases. A 10% finance charge will be applied.	*

63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	New customer form, order forms, invoices and service agreements.	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We accept credit cards (Visa & M/C)	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pace has provided Sourcwell with a line-item discount. The uploaded pricing materials provides the standard price, Sourcwell discount percentage and Sourcwell price in Canadian funds (CAD).	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Proposed Sourcwell pricings ranges between 15-49% below MSRP.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are based on specific line-items.	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Pace Solutions will facilitate the sourcing of any "open market" or "non-contracted" items by providing a clearly defined and detailed quote so the client can easily compare pricing against market rates.	*
69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Shipping, taxes and installation are not included in the price submitted.	*
70	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Pace Solutions Corp. chooses the most reliable and economical freight companies to ensure that our products are delivered efficiently and safely. We will obtain a delivery quote and that will be transferred to the customer.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Deliveries within Canada will be shipped from the closest geographic Pace warehouse to reduce shipping costs. Pace's warehouses are fully stocked and located in Vancouver, Calgary, Edmonton, Saskatoon, Regina, Winnipeg and Toronto.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The service team often delivers the water treatment chemicals and equipment to site during a regular schedule service visits, saving shipping and receiving costs.	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	To ensure compliance with the proposed agreement with Sourcwell and guarantee that participating entities receive proper pricing, a self-audit process will be structured as follows: Regular Internal Audits - Frequency: Conduct quarterly audits to verify that all Sourcwell participating entities receive the agreed-upon discounts and pricing. - Pricing compliance against the Sourcwell-approved pricing structure. - Verification of discounts applied (e.g., Sourcwell discount percentage). This proactive self-audit process helps ensure that Sourcwell participating entities consistently receive the correct pricing while fostering transparency and compliance.	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We will monitor customer growth, customer satisfaction and profit margins.	*

75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2%	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Soucewell pricing is better than pricing typically offered to public or private procurement.

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

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<ul style="list-style-type: none"> • SCALE PRO Treatment Function: Cooling Tower Corrosion/Scale Inhibitor Package Size: 18.9-litre pail List Price: \$675.00 Sourcewell Discount: 47% Sourcewell Listed Price: \$360.00 CAD Details: Includes free testing on submitted samples to the nearest Pace location. For onsite testing service costs, contact Pace. • MICROCID E Non Oxidizer Function: Cooling Tower Biocide - Isothiazolinone Package Size: 18.9-litre pail List Price: \$705.00 Sourcewell Discount: 45% Sourcewell Listed Price: \$390.00 CAD Details: Includes free testing on submitted samples to the nearest Pace location. For onsite testing service costs, contact Pace. • MICROCID E Oxidizer Function: Cooling Tower Biocide - Stabilized Bromine Package Size: 18.9-litre pail List Price: \$640.00 Sourcewell Discount: 41% Sourcewell Listed Price: \$375.00 CAD Details: Includes free testing on submitted samples to the nearest Pace location. For onsite testing service costs, contact Pace. • Test Kit SCALE PRO Function: Tests SCALE PRO Treatment Package Size: 1 kit List Price: \$345.00 Sourcewell Discount: 20% Sourcewell Listed Price: \$275.00 CAD • Bacterial Dipslides Function: Easi Cult Dipslides Package Size: Box of 10 List Price: \$81.00 Sourcewell Discount: 20% Sourcewell Listed Price: \$65.00 CAD Details: Measures aerobic bacteria in cooling towers. • Walchem Metering Pump Function: Doses SCALE PRO & MICROCID E treatments Package Size: Each List Price: \$855.00 Sourcewell Discount: 15% Sourcewell Listed Price: \$725.00 CAD

		<p>Details: Max pressure 150 psi, 3/8" tubing included.</p> <ul style="list-style-type: none"> • Treatment Controller Package Function: Monitors conductivity, controls bleed-off solenoid, and treatment pump activation Package Size: Each List Price: \$3,400.00 Sourcewell Discount: 15% Sourcewell Listed Price: \$2,875.00 CAD Details: Includes Walchem Intuition Cooling Tower controller, flow switch manifold, conductivity probe, and 3/4" solenoid valve. For Pace RemoteLink 24/7 remote monitoring, contact Pace. • Hydronic Energy Additive Function: Increases boiler/chiller system heat transfer and energy efficiency by 10-15% Package Size: 3.78-litre jug List Price: \$900.00 Sourcewell Discount: 14% Sourcewell Listed Price: \$775.00 CAD Details: Price includes free testing on submitted samples to the nearest Pace location. For onsite testing service costs, contact Pace. • Onsite Service Function: Service visit to test water quality, check feed pumps, change filters, and add treatment Package Size: Each List Price: \$225.00 Sourcewell Discount: 33% Sourcewell Listed Price: \$150.00 CAD Details: Available to buildings within 50km of a Pace Solution office (Vancouver, Kelowna, Edmonton, Calgary, Saskatoon, Regina, Winnipeg, Toronto, Montreal). 	
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>1) Closed Heating and Chilled Water Loop Treatment Products & Equipment for Boiler, Chiller, Heat Pump systems</p> <p>2) Cooling Tower Products & Equipment</p> <p>3) Energy Efficiency Solutions</p> <p>4) On-site Water Treatment Service</p>	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offerings	Offered *	Comments
79	Water Treatment Chemicals and gasses for:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Available through Sourcewell. Information on additional solutions available on upon request.
80		Wastewater processing and treatment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Wastewater products available upon request
81		Irrigation water systems and treatment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Irrigation water system and treatment available upon request.
82		PFAS, pollutants, and toxins sequester, reduction, and removal	<input type="radio"/> Yes <input checked="" type="radio"/> No	Services not available.
83		Industrial applications such as boilers, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Available through Sourcewell. Information on steam treatment and other industrial applications available upon request.
84	Software, equipment, supplies, and services related to water treatment applications listed above in #73-77, but NOT "software-only", "equipment and supplies-only" or "service-only" solutions.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Available through Sourcewell. Additional information and solutions available upon request.

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Pricing.zip - Monday September 16, 2024 15:35:52
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Marketing Docs.zip - Monday September 16, 2024 15:35:03
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Transaction Docs.zip - Monday September 16, 2024 15:34:00
 - Upload Additional Document (optional)
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

3. The Proposer certifies that:

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Will Wilson, Business Development Manager, Pace Solutions Corp

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

Yes No

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

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

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