



Instructional Equipment Request (IER) Form

FY 2024-2025

Title of Submission:	HydroWorx
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Please review all information carefully to ensure timely processing. More information can be found [here](#).

Deadline	Action
10/09/2024	IER forms due to Division Dean
10/16/2024	Division review of IER forms (Dean & VP signature)
10/23/2024	IER forms due to Executive Assistant of Administrative Services (with Dean & VP signature)

Checklist

- ☒ All IER form fields complete
- ☒ Valid quote attached to submission (must be attached before submitting form)
 - **Shipping, installation, and tax** are required on the quote, whenever applicable. This must be provided by the vendor themselves. **Do not split quotes or submit duplicate quotes.**
 - **IMPORTANT:** To comply with state law, purchases between \$ 30,000.00 and \$ 114,499.99 require 3 quotes from 3 different vendors. We're required to proceed with the cheapest option unless a compelling argument can be provided for a more expensive option. If your request is approved, you will be notified *via email* to obtain an **updated quote, two additional quotes**, and complete a [requisition](#) form. Please monitor your email closely throughout the fiscal year as we **cannot** proceed with your request until these quotes, and any additional requirements, are provided.
 - Purchase requests of \$ 114,500.00 or more must go out for bid* (aka RFP process) and then go to Board for approval. You will be provided further instruction via email after your request is approved.
 - For assistance with quotes, please contact Bill Pagano at bpagano@clpccd.org or (925) 485-5271.
- ☒ IER form, with quote, signed and submitted to Division Dean including:
 - Quote (required)
 - [New Vendor Application](#) (if new vendor)
 - Copy of [W9](#) (if new vendor)

***Bid Process:** Purchasing submits RFP & selects cheapest bid → Requestor submits [Requisition](#) → Business Office enters Requisition in Banner → Requestor submits Board packet with copy of entered Requisition.

IER Process Flow

1. Completed packet signed and submitted to Division Dean
2. Dean reviews and forwards to Vice President
3. Vice President reviews and forwards to Executive Assistant of Administrative Services
4. Executive Assistant logs requests and forwards to M&O and IT for review
5. RAC reviews and scores requests
6. Executive Assistant combines committee scores into final rankings for final RAC review
7. RAC Chair meets with College President to discuss ranked requests
8. College President issues approval memo to RAC
9. RAC notifies requestors via email of approved requests and additional steps (e.g. additional quotes, board, etc.)
10. RAC submits IER forms to Business Office for processing
11. Business Office reviews requests, enters into Banner, and forwards to Purchasing
12. Purchasing will assist with requests that must go out for bid and requires board approval (requestor will be notified)

Instructional Equipment Definitions

Allowable Items

Allowable Items: Instructional equipment expenditures are eligible if the equipment, library material, or technology is for classroom instruction, student instruction or demonstration, or in the preparation of learning materials in an instructional program. There are five categories that will be used to classify instructional support. Please note that requests are not limited to the examples shown below.

1. **Equipment and Furniture:** instructional equipment and furniture for primary use by students in instructional programs:
 - a. Classroom/laboratory equipment including whiteboard, screen, projector, etc.
 - b. Instructional furniture including desks, tables, podium, chairs, etc.
2. **Information Technology:** instructional information technology equipment for student use in classrooms and/or laboratories including desktops, laptops, monitors, printers, servers, network/wireless infrastructure, AV/TV, multimedia.
3. **Software:** software licenses are allowed but only the initial year is permitted. Other software that are permitted are those that are used in excess of one year and software modifications that add capacity or efficiency to the software that defers obsolescence and results in an extension of the useful life of the software, including registration, counseling, student services, learning management systems for student use.
4. **Adaptive Equipment:** adaptive equipment for ADA/OCR students are allowed to assist them in a learning environment.
5. **Library Material:** databases, online subscriptions, books, periodicals, videos, etc.

Non-Allowable Items

Non-Allowable Items: Administrative or non-instructional purposes including equipment being used for administrative or non- instructional purposes is not allowed, including photocopiers, file cabinets, bookcases, computers, networking infrastructure, software licenses.

IE Rubric

RAC evaluates each IE request based on the rubric below. RAC stresses the importance of quality requests. RAC may choose not to rank incomplete IE requests.

Criteria	Strong Evidence	Adequate Evidence	Limited Evidence
LPC Mission & Planning Priorities [Section 2] (5 points) Ranking Scale	Clear and compelling evidence/data that equipment will fully support LPC Mission and Planning Priorities. 4-5	Clear evidence/data that equipment will fully support LPC Mission and Planning Priorities. 2-3	Limited or no evidence/data that equipment will support LPC Mission and Planning Priorities. 0-1
Educational Items: Programmatic Impact and Institutional Support [Section 3] (10 points) Ranking Scale	Clear and compelling evidence/data (as stated in program review) that this equipment will have substantial impact on program curriculum. 8-10	Clear evidence/data (as stated in program review) that this equipment will have substantial impact on program curriculum. 4-7	Limited or no evidence/data (as stated in program review) that this equipment will have an impact on program curriculum. 0-3
Teaching & Learning [Section 4] (10 points) Ranking Scale	Clear and compelling evidence/data that equipment provides much needed or beneficial enhancement to instruction. 8-10	Clear evidence/data that equipment provides enhanced instruction that is not met through current means. 4-7	Limited or no evidence/data that equipment provides enhanced instruction that is not met through current means. 0-3
Outcomes [Section 5] (5 points) Ranking Scale	Clear and compelling evidence/data that equipment will support course and/or program outcomes above and beyond current capability. 4-5	Clear evidence/data that equipment will support course and/or program outcomes beyond current capability. 2-3	Limited or no evidence/data that equipment will support course and/or program outcomes beyond current capability. 0-1

Instructional Equipment Request Form

Name of Requestor: Schenone, Anela

Division: PATH

Discipline: Kinesiology

This Equipment Request is: An Upgrade

SECTION 1: Equipment Description

Describe the specific equipment requested and how it will be used to replace, upgrade, or provide new technology to LPC from what is currently in place:

Equipment Location

Building #: 2500

Room #: 104

Comments:

The HydroWorx personal plug-in plunge pool is an advanced cryotherapy/thermotherapy tub that provides cold or warm therapy for injury prevention, recovery and wellness. It includes technology that can use temperature control and duration, surpassing cold therapy methods currently used at LPC. This equipment will replace older cryotherapy and thermotherapy tubs, offering upgraded features such as enhanced safety measures, improved filtration and more accurate therapeutic outcomes.

If applicable, describe the legal requirement, mandate, or safety concern related to the purchase of this equipment, making specific reference to legal requirements or regulations:

SECTION 2: LPC Mission Statement and LPC Planning Priorities

LPC Mission Statement

Las Positas College is an inclusive, learning-centered, equity-focused environment that offers educational opportunities and support for completion of students' transfer, degree, and career- technical goals while promoting lifelong learning.

LPC Planning Priorities

- Establish a knowledge base and an appreciation for equity; create a sense of urgency about moving toward equity; institutionalize equity in decision-making, assessment, and accountability; and build capacity to resolve inequities.
- Increase student success and completion through change in college practices and processes: coordinating needed academic support, removing barriers, and supporting focused professional development across the campus.

Explain how the equipment supports LPC's Mission Statement and Planning Priorities:

This equipment is inline with the ACCJC standards for the college to ensure that the college program has the best state of the art equipment to implement best practices for learning. LPC's mission statement emphasizes offering educational opportunities and support for completion of students' goals. The HydroWorx Personal Plunge Pool aligns with this mission by offering a wellness treatment to enhance student wellness and learning through practical application. Teaching and learning will become more effective and student success will be greater by having access to equipment that is inline with the industry standard. This equipment supports the basic skills and techniques necessary for those looking to enter the healthcare industry.

SECTION 3: Educational Items | Program Review

Specify the educational programs the equipment supports:

This equipment will be used to support KIN 17- Introduction to Sports Medicine/Athletic Training, KIN 18 A/B- Athletic Training Practicum, KIN 19- Care and Prevention of Athletic Injuries, The Sports Medicine Certificate of Achievement, and all student athletes in athletic programs offered at LPC which include Men's and Women's Water Polo, Men's and Women's Soccer, Men's and Women's Basketball, Men's and Women's Swim and Dive and Women's Volleyball.

Is the equipment part of an upcoming Program Review? Was it included last year? If not, why? Use language from your Program Review to explain:

The Kinesiology Department continually has equipment needs and are not listed specifically. Instead, uses a blanket statement that reads "Kinesiology/Athletics doesn't list specific equipment as the nature of our department and activity disciplines utilize a wide variety of equipment that needs to be replaced and/or upgraded." This equipment is part of the upcoming program review.

SECTION 4: Teaching and Learning

Please use evidence and data that describes how the equipment provides enhancements/benefits to the current level of teaching capabilities:

Research studies have shown that targeted cryotherapy treatments, such as those provided by Personal Plunge Pools, can significantly reduce recovery time, alleviate muscle soreness, and enhance overall well-being. This equipment allows students to customize their treatment plan, which can be tailored to each student athlete depending on their phase of rehabilitation or recovery. This requires the student to use the knowledge and skills they have learned to create appropriate treatment plans.

Detail the impact the equipment has on learning:

The HydroWorx Personal Plunge Pool enhances student learning by allowing them to use their knowledge and skills and apply them in practical practice. Utilizing the outcomes and comparing them to the evidence based research they conduct will also allow the students to critically think of best practices to support their academic and career goals.

Please state the number of classes and students the equipment will impact:

Classes/Sections: 10+	Students: 150+
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SECTION 5: Student Learning Outcomes (SLOs)

Document how the equipment will enable you to surpass your current Student Learning Outcomes:

- Upon completion of KIN 18A, students should be able to apply first aid and acute care for wounds and injuries.
- Upon completion of KIN 18B, students should be able to apply therapeutic modalities.
- Upon completion of KIN 19, students should be able to describe methods for treating and rehabilitating athletic injuries.
- Upon completion of KIN 19, students should be able to design a basic rehabilitation program.

All of the above SLOs require the student to critically examine injury treatment, rehabilitation and prevention. This equipment can be used through every phase of rehabilitation in different ways, requiring the student to use the knowledge and skills they have learned to correctly and effectively improve the outcome of their patient.

SECTION 6: Total Cost of Ownership | *Maintenance and Sustainability*

Does the new equipment replace older equipment? If so, will you retire/surplus the old equipment? If not, where will you store the older equipment and what are the associated storage costs?

Yes, the HydroWorx Personal Plunge Pool will replace older equipment. The older unit is still in working condition and can be repurposed, donated or used if there is a demand or a need.

Detail how the equipment meets or exceeds [LPC's Sustainability Efforts](#):

The HydroWorx Personal Plunge Pool is designed with energy-efficient components that reduce overall power consumption compared to older single modality units, reducing the college's carbon footprint and contributing to our sustainability goals.

How does the equipment provide renewal resources to the college?

With its advanced filtration system, this will reduce the amount of water used as it will not need to be drained and filled as often as the previous units.

Operator

Primary operator:	Schenone, Anela		
Does the work align with current position duties?	Yes		
Cost to train primary operator:	0.00		
Approx. # of hours equipment will be used per month:	20+		
Comments:			

Maintenance and Repairs

Who will perform maintenance and repairs?	Schenone, Anela or manufacturer		
Estimated hours per month:	<5		
Does the work align with current position duties?	Yes		
Cost to train for maintenance and repairs:	0.00		

SECTION 6: Total Cost of Ownership | *Maintenance and Sustainability (cont'd)*

Lifespan of Equipment: 10+ years

FOAP (Budget) for Recurring Costs: _____

Vendor Name:

Fund

Org

Acct

Program

HydroWorx International

Part A: Initial Start-Up Costs

Type	Cost	Comments
Equipment or Materials	\$26,000.00	Plunge Pool (2) + Custom drain for each
Shipping & Delivery Fees	500.00	
Installation Costs	0.00	
Miscellaneous Costs	\$1,200.00	Logos
Modification to Facilities	0.00	
Operator Training	0.00	
Maintenance/Repair Training	0.00	
Other	\$2,788.00	
(Enter as Positive) Discounts	\$500.00	
Start-Up Total	29,988.00	

Part B: Annual Operating Costs

Type	Cost	Comments
Service/Maintenance	0.00	
Part Replacement	0.00	
Vendor Calibration or Standardization	0.00	
Storage	0.00	
Supplies	0.00	
Maintenance/Repair Labor	0.00	
Software Licensing	0.00	
Other	0.00	
Annual Total	0.00	
Overall Cost:	29,988.00	

Approvals and Signature Routing

Before signing below, please confirm all fields are filled out and all information provided is correct. Requests must be fully complete, signed, and submitted to your Division Dean by the deadline (see page 1). **Quote must be attached to this form before submitting.**

Title	Signature	Date
Requestor:	Anela Schenone	10/09/2024
Division Dean:	Kevin Kramer	10/15/2024
Vice President:	Nan Ho	10/15/2024
College Technology Services Manager:		
M&O Director:	JOHN SEYBERT	10/16/2024
Vice President, Administrative Services:	Sean Brooks	10/21/2024



CHABOT – LAS POSITAS COMMUNITY COLLEGE DISTRICT

Vendor Profile Application

Return Completed Form to:	Contact Person Requesting Your Services
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PLEASE TYPE OR PRINT.

For questions regarding this form or the application process, please contact the Purchasing Department at (925) 485-5230.

1. Vendor Name: <u>HydroWorx International, Inc</u> DBA (if any): _____ Check payable to <u>HydroWorx International, Inc</u>
2. This information must be supplied. If not , the application will be returned. W9 form Required. Federal ID Number <u>25</u> - <u>1752003</u> or Social Security Number _____ - _____ - _____ A. Federal Tax Classification <input type="checkbox"/> Individual/Sole Proprietor (S) <input type="checkbox"/> Joint Venture (J) <input type="checkbox"/> Partnership <input type="checkbox"/> Single-Member LLC <input checked="" type="checkbox"/> Corporation (C), State where incorporated <u>Pennsylvania</u> B. Is it a Non-Profit Organization? <input type="checkbox"/> Yes <input type="checkbox"/> No , If yes provide Tax-Exempt Form C. Business Start/Incorporation Date _____/_____/1998
3. Addresses A. <u>Primary/Mailing</u> Street <u>1420 Stoneridge Drive Suite C</u> City <u>Middletown</u> Zip Code <u>17057</u> Primary Contact Name <u>Brandon Videtich</u> Phone <u>(402) 525</u> - <u>3789</u> Ext. _____ Fax (_____) _____ - _____ Email _____ B. <u>Order (for Purchase Orders, if different from above)</u> Street _____ City _____ Zip Code _____ Primary Contact Name <u>Accounts Receivables</u> Phone <u>(717) 902</u> - <u>1923</u> Ext. <u>Opt 7</u> Fax <u>(717) 902</u> - <u>1933</u> Email <u>ar@hydroworx.com</u> C. <u>Remittance (for checks if different from above)</u> Street _____ City _____ Zip Code _____ Primary Contact Name <u>Amy Nelson</u> Phone <u>(717) 207</u> - <u>8955</u> Ext. _____ Fax <u>(717) 902</u> - <u>1933</u> Email _____
4. Vendor Category <input type="checkbox"/> Disabled Veteran <input type="checkbox"/> Minority Owned <input type="checkbox"/> Small Business <input type="checkbox"/> Women Owned
5. Type of Business: Check the one which best describe your company: <input type="checkbox"/> Broker <input checked="" type="checkbox"/> Manufacturer <input type="checkbox"/> Manufacturer's Rep <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <u>Service</u> <input type="checkbox"/> Architect, Engineer, Construction <input type="checkbox"/> Professional <input type="checkbox"/> Other
6. Sales Tax Collection <input checked="" type="checkbox"/> Collects all Sales/Use Tax for Alameda County <input type="checkbox"/> Collects Selected Taxes _____% <input type="checkbox"/> Does not collect Sales Tax California Seller or Use Tax Permit Number _____ Do you supply recycled products? <input type="checkbox"/> Yes <input type="checkbox"/> No
7. Type of commodities or services that your business provides <u>Fitness/Therapy Pools, services, parts</u>
8. Name of person completing the form Name <u>Amy Nelson</u> Title <u>AR Admin</u> Phone No. <u>717-207-8955</u> Signature <u>Amy Nelson</u> Date <u>10/09/24</u> Email Address: <u>anelson@hydroworx.com</u>

DO NOT COMPLETE – For CLPCCD use only <input type="checkbox"/> New <input type="checkbox"/> Updated Received by Purchasing on _____ VENDOR NO. _____



Quote #: Q-03790-1
 Date: 9/27/2024, 10:05 AM
 Expires On: 11/8/2024

Ship To
 Anela Schenone
 Las Positas College
 3000 Campus Hill Drive
 Livermore, CA 94551
 United States
 9254241283
 aschenone@laspositascollege.edu

Bill To
 Las Positas College
 3000 Campus Hill Drive
 Livermore, CA 94551
 United States

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brandon Videtich	x	bvidetich@hydroworx.com		Due on receipt

Cold ONE Plunge #1 Custom Option = Drain

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	HW-ONE-POLAR	HydroWorx ONE POLAR	\$12,000.00		\$12,000.00
1.00	HW-ONE-BLACK	HW ONE Color Option - Black	\$0.00		\$0.00
1.00	HW-ONE-CUSTOM-LOGO	ONE Custom Logo Decal	\$600.00		\$600.00
1.00	HW-CPO	Custom Pool Option (See Notes)	\$1,000.00		\$1,000.00
Cold ONE Plunge #1 Quote Total:					\$13,600.00

Cold ONE Plunge #2 Custom Option = Drain

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	HW-ONE-POLAR	HydroWorx ONE POLAR	\$12,000.00		\$12,000.00
1.00	HW-ONE-BLACK	HW ONE Color Option - Black	\$0.00		\$0.00
1.00	HW-ONE-CUSTOM-LOGO	ONE Custom Logo Decal	\$600.00		\$600.00
1.00	HW-CPO	Custom Pool Option (See Notes)	\$1,000.00		\$1,000.00
Cold ONE Plunge #2 Quote Total:					\$13,600.00

Sales Tax @ 10.25%

Free shipping when ordering multiple units

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	HW-ST	Sales Tax (Estimated)	\$2,788.00		\$2,788.00
1.00	HW-SHIP	Shipping	\$500.00	100.00	\$0.00
Sales Tax @ 10.25% DISCOUNT:					\$500.00
Sales Tax @ 10.25% Quote Total:					\$2,788.00

DISCOUNT	\$500.00
Quote Total:	\$29,988.00

Down Payment: \$14,994.00

This Order is a contract (the "Contract") between HydroWorx and the Customer (identified below) for the purchase of the products described above (the "Products"). Pricing is valid for 30 days. All Sales are Non-cancelable and subject to PA Law. All Payments are Final.

This is a material only contract

Customer is responsible for preparing the site to adhere to the most recent HydroWorx's installation and design requirements.

Any aspect of the pool room, mechanical pit design, or equipment substitution that does not comply with HydroWorx standard installation and design requirements will void warranty.

The Customer is responsible for adhering to all local, state, and federal code requirements, as well as completing all necessary permitting and code submittals/applications and associated fees. Should any jurisdictional-specific modifications be required above the standard HydroWorx pool, it will be the responsibility of the customer to both determine, as well as pay for such modifications. Should customer fail to notify HydroWorx of such modifications a minimum of 90 days prior to the scheduled ship date, delays may occur.

Shipping:

F.O.B. Middletown, PA/Customer Responsibility. Customer is responsible for all shipping charges and must be paid prior to shipping the product(s).

Payment Terms

The total price stated above is due as follows:

- A 50% down payment must be received at the HydroWorx corporate office within 30 days.
- A further 50% progress payment plus all fees for packing, loading, and shipping is due at least 30 days prior to shipment of the Products, but no more than 110 days from the date this Contract is signed. Products will not be released for shipment until this payment is made.
- **Full payment must be received prior to operational training and warranty activation.**

HydroWorx reserves the right to issue additional price increases to this Contract as a result of Global Supply chain pricing concerns.

Sales tax may be required under state law and if required, would be collectable retroactively. Payments may be made only via wire transfer or check via UPS/FedEx overnight delivery. Payments by check will be deemed received only after funds clear. If customer does not make any of the required payments per the above schedule, HydroWorx reserves the right to defer delivery until all payments have been collected and impose a Delay Charge as described below.

Change Orders

HydroWorx reserves the right at any time to issue a written change order or amendment to the Order ("Change Order") that alters, adds to, or deducts from the Goods or Services, but that is otherwise subject to these Terms and Conditions. Customer shall promptly comply with the terms of any Change Order. If a Change Order causes a change to the cost or time for performance, the parties shall promptly agree to an equitable adjustment in the contract price or delivery terms, as applicable, and incorporate such changes in the Change Order. All adjustments to contract price agreed to on the Change Orders are due upon receipt of the Change Order. If payment is not received promptly upon receipt, HydroWorx reserves the right to suspend all work pending the receipt of any due funds.

Any substitution or change, other than a like-for-like equipment change, must be formally submitted to HydroWorx for approval. A like-for-like equipment change is the replacement of equipment for similar equipment in design, function, use and maintenance, whether from the same manufacturer, that requires no additional alteration or modification of existing finishes or fixtures to install and occupies the same or similar footprint of the replaced equipment.

Engineering Design Services Support

HydroWorx will provide technical support through email correspondence and coordination calls on an as needed basis as referenced in the above Standard Engineering Scope. Upon request, generic product drawings and submittals can be provided within 10 business days of receipt of executed Contract and down payment. Anything requested beyond the scopes of work listed in the above Standard Engineering Scope on this Contract will be considered by HydroWorx and be subject to a separate design services agreement. A non-exhaustive list of additional engineering services can be found in the above Engineering Design Services (out-of-scope).

Delivery Terms

Lead time will be based on current market conditions and HydroWorx's production capacity. HydroWorx's minimum lead time for this product is 10 weeks and any requests shorter than the minimum lead time will be evaluated and subject to expediting fees. HydroWorx's maximum lead time for this product is 24 weeks and any requests longer than this lead time are subject to delay and holding fees.

The estimated delivery date is a good faith estimate by HydroWorx and the Customer. Once production of the Products has been scheduled, HydroWorx and Customer will mutually agree on a definitive target shipping date via Delivery Confirmation Form (DCF). The target delivery date shown on the DCF is binding on the Customer. Customer must select colors within 30 days of this Contract.

The Customer/Customer's Representative/Customer's Contractor is responsible to receive, unload and protect all Products, components, and equipment on the established delivery date. The Customer/Customer's Representative/Customer's Contractor is responsible for inspecting all components upon delivery. Notify HydroWorx within 48 hours of any damages. The Customer/Customer's Representative/Customer's Contractor is responsible for any cost of repairs or replacement which may arise from corrosion or other damage to the Products after delivery, except to the extent covered by HydroWorx's expressed warranty (see below).

HydroWorx reserves the right to establish a new delivery date at HydroWorx' discretion. If delivery is delayed for any reason whether by request of or act of omission by Customer/Customer's Representative/Customer's Contractor, including failure to select colors on time, or make payments when due, or failure to have the site timely and properly prepared; HydroWorx may incur extra costs and disruption to its production schedule and bias to its other clients may result. Projects are subject to a monthly holding/delay fee for delays greater than 30 days of agreed delivery date confirmed with separate Delivery Confirmation Form (DCF). Delivery Surcharges are payable on demand. This Contract and any Order accepted by HydroWorx are not subject to cancellation by Customer under any circumstances.

Customer/Customer's Representative/Customer's Contractor Responsibilities:

Full installation is the responsibility of the Customer as this is a supply-only product. For detailed scopes of work and installation instructions, reference the product specific HydroWorx Design and Installation (D&I) Guide.

The Customer is responsible for completing a technical phone start-up with HydroWorx prior to scheduling the operational training, which includes completing 100% of the HydroWorx technical start-up checklist and equipment warranty activation forms. Customer must schedule and complete the technical phone start-up with HydroWorx upon completion of the forms and prior to the operational training. HydroWorx will provide two hours of telephone support for the technical start-up. Anything above and beyond, will be billed separately at an hourly rate of \$175/hour.

Operational training will take place following the installation completion and will be coordinated according to a mutually agreeable schedule between the Customer and the HydroWorx sales representative.

If an on-site visit is requested to assist with the provided documentation, HydroWorx will consider and can provide a quote for time and materials separate from this agreement. The installation labor rate will be \$250 per hour. A mobilization fee for this trip shall be made in advance of departure by the HydroWorx technician(s) via wire transfer or overnight check payment.

Warranty:

HydroWorx International, Inc. (HydroWorx) warrants solely to the original Buyer that this product, consisting of the pool, mechanical systems, jet system(s), and electronic controls, will be free from defects in materials and workmanship, when given normal, proper, and intended installation and usage, for the period set forth within the enclosed Operations and Maintenance Manual.

Warranty expires the sooner of 12 months from receipt of delivery. Warranty is void if technical start-up checklist and equipment warranty activation forms are not received by HydroWorx upon completion of installation.

Other terms:

This Contract is not a full statement of all product specifications, installation, operation and warranty requirements or all terms and conditions of the Contract. The Contract also includes and is subject in all respects to the Terms and Conditions of Sale found within this Contract. All descriptions of Products on this Contract and in any marketing materials are for information purposes only, and are subject to HydroWorx's standard published specifications for the Products. Descriptions of the Products in any document do not constitute or create any warranty, expressed or implied, on the part of HydroWorx, except as expressly so stated. The only warranties regarding the products, expressed or implied, are HydroWorx expressed limited written warranties, which are found in the section above. The Products must be installed in accordance with the D&I Guide mentioned above (Customer/ Contractor Responsibilities) and operated and maintained in accordance with the HydroWorx Operations and Maintenance (O&M) Manual. The General Terms, the D&I Guide, the Product Warranties, and the O&M Manuals applicable to the Products, are incorporated in this Order as part of the Contract, as though fully set forth herein. Upon request, generic product drawings and submittals can be completed within 10 business days of receipt of executed

Contract and down payment. Any request to include a scope that is not contained within this contract will be considered by HydroWorx at an additional rate in a separate agreement.

This agreement is complete in its entirety and is separate from any other contracts.

Notes

Terms & Conditions

Requested Ship Date:

Client Signature:	_____	Hydroworx Signature:	_____
Name (Print):	_____	Name (Print):	_____
Title:	_____	Title:	_____
Effective Date:		Effective Date:	

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
HydroWorx International Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.
 Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.
1420 Stoneridge Drive Suite C

6 City, state, and ZIP code
Middletown, PA 17057

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

2	5	-	1	7	5	2	0	0	3
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Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Rebecca J. Ramos* Date *6/26/24*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they