

## Solicitation Audit Checklist

RFP #26.03 Wastewater and Water Treatment  
Services and Supplies

**Proposal:**

True North Water Treatment

**Awarded Vendor(s):**

December 16, 2025

**Award Date:**

#26.03 – TNW

**Contract Number:**

X	1 Legal Affidavit(s)
X	2 Copy of Solicitation Documents
X	3 Copy of Questions & Answers
NA	4 Copy of Addenda
X	5 Notification Report
X	6 Access Report
X	7 Opening Record
X	8 Copy of Awarded Vendor Response(s)
X	9 Evaluation Summary & Recommendation
X	10 Copy of Award Letter(s) & Copy of Signed Contract(s)



PO Box 630567 Cincinnati, OH 45263-0567

## AFFIDAVIT OF PUBLICATION

Cooperative Purchase, Lori Mittelstadt  
Lakes Country Service Cooperative  
1001 E Mount Faith AVE  
Fergus Falls MN 56537-2375

STATE OF WISCONSIN, COUNTY OF BROWN

The Argus Leader, a daily newspaper published in the city of Sioux Falls, Minnehaha County, State of South Dakota, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

10/22/2025, 10/29/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 10/29/2025

Legal Clerk

Nicole Jacobs

Notary, State of WI, County of Brown

8-21-26

My commission expires

Publication Cost:	\$28.90	
Tax Amount:	\$0.00	
Payment Cost:	\$28.90	
Order No:	11746348	# of Copies:
Customer No:	1248830	0
PO #:	LABD0386699	

THIS IS NOT AN INVOICE!

*Please do not use this form for payment remittance.*

NICOLE JACOBS  
Notary Public  
State of Wisconsin

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for the following RFPs: 26.03 Wastewater and Water Treatment Services & Supplies; 26.04 Solar Design, Installation & Equipment; and 26.05 Technology Catalog.

Solicitation documents may be obtained by registering for free with CPC on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Documents will be available on October 27, 2025.

Proposals are due no later than 10:00 a.m. CT on November 24, 2025. All proposals must be uploaded to Public Purchase. Late proposals will not be considered.

Published October 22, 29 2025, at the total approximate cost of 28.9 and may be viewed free of charge at [www.sdppublicnotices.com](http://www.sdppublicnotices.com)  
LABD0386699

## AFFIDAVIT OF PUBLICATION

**The Bismarck Tribune**  
**707 E Front Ave, Bismarck, ND 58506**  
**(701) 223-2500**

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Bismarck Tribune, and that the publication(s) of the attached notice were made through The Bismarck Tribune on the following dates.

**Publication Dates:**

- Oct 22, 2025
- Oct 29, 2025

**Notice ID:** 5z5iCDBmrlZML4CYIust

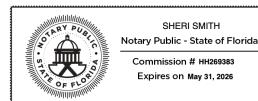
**Publisher ID:** COL-ND-2415

**Notice Name:** Bismarck Trib - Mult RFP 26.03-26.05

**Publication Fee:** \$91.08

*Anjana Bhadoriya*

Agent



### VERIFICATION

State of Florida  
County of Broward

Signed or attested before me on this: 10/31/2025

A handwritten signature in blue ink that reads "S. Smith".

Notary Public

Notarized remotely online using communication technology via Proof.

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for the following RFPs: 26.03 Wastewater and Water Treatment Services & Supplies; 26.04 Solar Design, Installation & Equipment; and 26.05 Technology Catalog.

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**Proposals are due no later than 10:00 a.m. CT on November 24, 2025.** All proposals must be uploaded to Public Purchase. Late proposals will not be considered.  
10/22, 10/29 - COL-ND-2415



Forum Communications Company

MN Affidavit No. BfEw1gBxSDJT501PFAxA

## AFFIDAVIT OF PUBLICATION

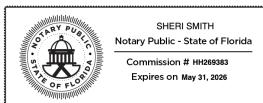
State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (MN), a newspaper printed and published in the City of Moorhead, County of Clay, State of Minnesota.

1. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and the day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Wednesday, October 22, 2025, Wednesday, October 29, 2025
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: \$25.00 per column inch.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in CLAY County. The newspaper complies with conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

*Anjana Bhadoriya*

(Signed) \_\_\_\_\_



### VERIFICATION

State of Florida  
County of Broward

Subscribed in my presence and sworn to before me on this: 11/03/2025

*S. Smith*

Notary Public

Notarized remotely online using communication technology via Proof.

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for the following RFPs: 26.03 Wastewater and Water Treatment Services & Supplies; 26.04 Solar Design, Installation & Equipment; and 26.05 Technology Catalog.

Solicitation documents may be obtained by registering for free with CPC on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Documents will be available on October 27, 2025.

**Proposals are due no later than 10:00 a.m. CT on November 24, 2025.** All proposals must be uploaded to Public Purchase. Late proposals will not be considered.  
(Oct. 22 & 29, 2025)

# CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

## Foreclosures

South 5th Street, Minneapolis, MN, in said county and state. Dated: July 17, 2025 U.S. Bank National Association Mortgagee/Assignee of Mortgagee LIEBO, WEINGARDEN, DOBIE & BARBEE, PLLP. Attorneys for Mortgagee/Assignee of Mortgagee 4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888 19-24-006894 IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR

**NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE**  
Pursuant to the provisions of Minnesota Statutes 580.07, the foregoing foreclosure sale is postponed until December 16, 2025, at 11:00 AM in the Hennepin County Sheriff's Office, Civil Division, Room 190, 350 South 5th Street, Minneapolis, MN, in said county and state. Dated: October 17, 2025 U.S. Bank National Association Mortgagee/Assignee of Mortgagee LIEBO, WEINGARDEN, DOBIE & BARBEE, PLLP. Attorneys for Mortgagee/Assignee of Mortgagee 4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888 19-24-006894 IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR

## NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage: DATE OF MORTGAGE: December 21, 2022 MORTGAGOR: Jerret Upadel, a single person. MORTGAGEE: Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Luminite Home Loans, Inc., its successors and assigns. DATE AND PLACE OF RECORDING: Filed December 27, 2022, Hennepin County Registrar of Titles, Document No. 5992408 on Certificate of Title No. 1555429 and 1555430. ASSIGNMENTS OF MORTGAGE: Assigned to: U.S. Bank National Association. Dated February 7, 2025 Filed February 10, 2025, as Document No. 611971. Said Mortgage being upon Registered Land. TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc. TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: 1008671-0000177403-1 LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: Luminite Home Loans, Inc. RESIDENTIAL MORTGAGE SERVICER: U.S. Bank National Association MORTGAGED PROPERTY ADDRESS: 9 West Franklin Avenue #205, Minneapolis, MN 55404 TAX PARCEL I.D. #: 34-029-24-21-0158 & 34-029-24-21-0185 LEGAL DESCRIPTION OF PROPERTY: Unit No. 205, CIC No. 1234, Greenleaf Lofts On Nicollet, a condominium located in the County of Hennepin, Minnesota AND Unit No. G-5, CIC No. 1234, Greenleaf Lofts On Nicollet, a condominium located in the County of Hennepin, Minnesota COUNTY IN WHICH PROPERTY IS LOCATED: Hennepin ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$188,100.00 AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$198,618.04 That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof; PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows: DATE AND TIME OF SALE: December 11, 2025, 10:00 AM PLACE OF SALE: Hennepin County Sheriff's Office, Civil Unit, 350 South 5th Street, Minneapolis, MN to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07. TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23 is 11:59 p.m. on June 9, 2026, unless that date falls on a weekend or legal holiday, in which case it is the next weekday, and unless the redemption period is reduced to 5 weeks under MN Stat. Secs. 580.07 or 582.032. MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None "THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED." Dated: October 6, 2025 U.S. Bank National Association Mortgagee/Assignee of Mortgagee LIEBO, WEINGARDEN, DOBIE & BARBEE, PLLP. Attorneys for Mortgagee/Assignee of Mortgagee 4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888 19-25-006170 FC IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

10/15, 10/22, 10/29, 11/5, 11/12, 11/19/2025 Star Tribune

## Foreclosures

RESIDENTIAL MORTGAGE SERVICER: Bell Bank MORTGAGED PROPERTY ADDRESS: 4120 Parklawn Avenue #135, Edina, MN 55435 TAX PARCEL I.D. #: 31-028-24-0045 LEGAL DESCRIPTION OF PROPERTY: Unit No. 135, CIC No. 88, Heatherton of Edina Condominiums, Hennepin County, Minnesota COUNTY IN WHICH PROPERTY IS LOCATED: Hennepin ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$162,426.00 AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$155,664.42 That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof; PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows: DATE AND TIME OF SALE: December 9, 2025 at 11:00 AM PLACE OF SALE: Hennepin County Sheriff's Office, Civil Division, Room 190, 350 South 5th Street, Minneapolis, MN to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07. TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23 is 11:59 p.m. on June 9, 2026, unless that date falls on a weekend or legal holiday, in which case it is the next weekday, and unless the redemption period is reduced to 5 weeks under MN Stat. Secs. 580.07 or 582.032. MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None "THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED." Dated: October 6, 2025 U.S. Bank National Association Mortgagee/Assignee of Mortgagee LIEBO, WEINGARDEN, DOBIE & BARBEE, PLLP. Attorneys for Mortgagee/Assignee of Mortgagee 4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888 19-25-006170 FC IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

## NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage: DATE OF MORTGAGE: April 21, 2020 MORTGAGOR: Michael R Sallet, Unmarried. MORTGAGEE: U.S. Bank National Association. DATE AND PLACE OF RECORDING: Filed May 11, 2020, Hennepin County Registrar of Titles, Document No. 05707179 on Certificate of Title No. 1579309. ASSIGNMENTS OF MORTGAGE: NONE Said Mortgage being upon Registered Land. TRANSACTION AGENT: NONE TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: NONE LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: U.S. Bank National Association. RESIDENTIAL MORTGAGE SERVICER: U.S. Bank National Association MORTGAGED PROPERTY ADDRESS: 3667 West Broadway Avenue, Robbinsdale, MN 55422 TAX PARCEL I.D. #: 06-029-24-0034 LEGAL DESCRIPTION OF PROPERTY: Situated in the County of Hennepin, State of Minnesota: Lot 2 Block 5 CRYSTAL LAKE HEIGHTS Hennepin County, Minnesota COUNTY IN WHICH PROPERTY IS LOCATED: Hennepin ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$140,634.00 AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$143,937.22 That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof; PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows: DATE AND TIME OF SALE: December 9, 2025 at 11:00 AM PLACE OF SALE: Hennepin County Sheriff's Office, Civil Division, Room 190, 350 South 5th Street, Minneapolis, MN to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07. TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23 is 11:59 p.m. on June 9, 2026, unless that date falls on a weekend or legal holiday, in which case it is the next weekday, and unless the redemption period is reduced to 5 weeks under MN Stat. Secs. 580.07 or 582.032. MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None "THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED." Dated: October 6, 2025 U.S. Bank National Association Mortgagee/Assignee of Mortgagee LIEBO, WEINGARDEN, DOBIE & BARBEE, PLLP. Attorneys for Mortgagee/Assignee of Mortgagee 4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888 19-25-006170 FC IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

## NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage: DATE OF MORTGAGE: April 22, 2021 MORTGAGOR: Sandra Rygwalski, a single person. MORTGAGEE: Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Bell Bank, its successors and assigns. DATE AND PLACE OF RECORDING: Filed August 27, 2021, Hennepin County Registrar of Titles, Document No. 5871340 on Certificate of Title No. 1528897. ASSIGNMENTS OF MORTGAGE: Assigned to: Bell Bank. Dated September 24, 2025 Filed October 6, 2025, as Document No. 6162014. Said Mortgage being upon Registered Land. TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc. TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: 101014-1000112033-1 LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: Bell Bank

## Foreclosures

Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888 22 - 25-006073 FC IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

## NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage: DATE OF MORTGAGE: \$162,426.00 AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$155,664.42 That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof; PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows: DATE AND TIME OF SALE: December 9, 2025 at 11:00 AM PLACE OF SALE: Hennepin County Sheriff's Office, Civil Division, Room 190, 350 South 5th Street, Minneapolis, MN to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07. TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23 is 11:59 p.m. on June 9, 2026, unless that date falls on a weekend or legal holiday, in which case it is the next weekday, and unless the redemption period is reduced to 5 weeks under MN Stat. Secs. 580.07 or 582.032. MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None "THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED." Dated: October 6, 2025 U.S. Bank National Association Mortgagee/Assignee of Mortgagee LIEBO, WEINGARDEN, DOBIE & BARBEE, PLLP. Attorneys for Mortgagee/Assignee of Mortgagee 4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888 19-25-006170 FC IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

## Foreclosures

PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED." Dated this 9th day of October, 2025 Dawanna S. Witt, Sheriff, Hennepin County, Minnesota By: /s/ Sgt. C. Salminen #43 LIEBO, WEINGARDEN, DOBIE & BARBEE PLLP Kevin T. Dobie Plaintiff's Attorney 4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888 19-24-006894 IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR

## NOTICE OF MORTGAGE FORECLOSURE SALE

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## General Legal Notices

VEHICLES UNDER MN STATUTE #168B.07 & 168B.051 WILL RESULT IN WAIVER OF ALL RIGHTS TO THE VEHICLE AND SALE OR AUCTION PER 168B.08. TO BE SOLD IN NOVEMBER 2025. AVAILABLE FOR RETRIEVAL AT 14 ACKER ST E SAINT PAUL MN 55117 952.808.0808

## BUICK RENDEZVOUS,

TAN VIN: N/A PLATE: N/A TOWED FROM 718 MAGNOLIA AVE E, SAINT PAUL, MN, 55106 ON OCTOBER 3RD, 2025 FOR PRIVATE PROPERTY IMPOUND, HOLD FOR STORAGE. OWNERS AND LIEN HOLDERS HAVE THE RIGHT TO RECLAIM VEHICLES UNDER MN STATUTE #168B.07 & 168B.051 WILL RESULT IN WAIVER OF ALL RIGHTS TO THE VEHICLE AND SALE OR AUCTION PER 168B.08. TO BE SOLD IN NOVEMBER 2025. AVAILABLE FOR RETRIEVAL AT 14 ACKER ST E SAINT PAUL MN 55117 952.808.0808

## Certificate of Assumed Name

State of Minnesota, Pursuant to the Chapter 333 Minnesota Statutes: the undersigned, who is or will be conducting business in the State of Minnesota under an assumed name, hereby certifies: 1. State the exact assumed name under which the business is or will be conducted: Clarissa Kate DeSkins 2. State the address of the principal place of business: 6800 CANTERBURY LN EDEN PRAIRIE MN 55346 USA

3. List the name and complete street address of all persons conducting business under the above assumed name: Clarissa Kate Geske 6800 CANTERBURY LN EDEN PRAIRIE MN 55346 USA

4. I certify that I am authorized to sign this certificate and I further certify that I understand that by signing this certificate, I am subject to the penalties of perjury as set forth in Minnesota Statutes section 609.48 as I had signed this certificate under oath.

Dated: 9/22/25

(Signed) Clarissa Geske clarissageske@gmail.com

## Extra Space Storage

Will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: Facility 1: #1865-6150 Baker Rd Minnetonka, MN 55345 on November 6, 2025 at 1:00PM Jimmie Hodges II, Housing goods, music equipment.

Facility 2: #1874-8570 Aspen Lane N Brooklyn Park, MN 55445 on November 6, 2025 at 1:00PM Jessica Bryant, computer, etc.

# The Minnesota Star Tribune

Order Number 4238

advertiser

## COOPERATIVE PURCHASING CONNECTION

1001 EAST MT FAITH  
C/O LAKES COUNTRY SERVICE CO-OP  
ATTN: LORI MITTELSTADT  
FERGUS FALLS, MN 56537  
UNITED STATES  
Account No: 106905

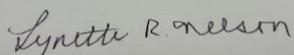
## Affidavit of Publication - State of Minnesota

COUNTY OF HENNEPIN  
650 3rd Ave. S., Suite 1300  
Minneapolis, MN 55488

Lynette Nelson, being first duly sworn, on oath states as follows:

1. She is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as noted below.
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$5.60 per line per day.

FURTHER YOUR AFFIANT SAITH NOT.



Subscribed and sworn to before me on 10/31/2025.



Notary Public

## order information

Order Number 4238

Publication StarTribune Print

Issue Dates 10/22/2025, 10/29/2025

# Proposals Requested by the: Cooperative Purchasing Connection



## RFP #26.03 Wastewater and Water Treatment Services and Supplies

CPC is seeking qualified, experienced Supplier(s) to provide comprehensive wastewater and water treatment services and supplies, including chemicals and ongoing support to ensure safe, efficient, and compliant operations. Supplier(s) shall be equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase a broad line of services and products at consortium level discounted pricing.

**Due: 10:00 a.m. CT on November 25, 2025**

**Suppliers will submit questions and proposals online via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com))**

**RFP Facilitator:**  
Amy Lohse  
Procurement Specialist

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Star Tribune  
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[www.purchasingconnection.org](http://www.purchasingconnection.org)

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## I. Introduction to CPC

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute §123A.21. CPC obtains the legal authority to develop and offer, among other services, cooperative procurement services to members and participants. Eligible and existing participants include state, city, and county governments, tribal nations, government agencies, public and non-public educational agencies, colleges, universities, nonprofit (501(c)(3)) organizations, and other entities contracted on behalf of an agency.

Participation in the resulting contract(s) is open to government and nonprofit agencies across the United States.

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds a joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, Minnesota, to provide purchasing contracts to its participating agencies. South Dakota participating agencies may also utilize CPC's purchasing contracts pursuant to South Dakota State Statute §5-18A-37.

LCSC provides the administrative functions of CPC and NDESC. Administrative functions include, but are not limited to, bid and contract research, contract development, negotiations, fiscal reporting agent, marketing contract promotion and agency support services.

Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Supplier from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will collaborate closely with the Supplier to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Supplier.

## II. Solicitation Description

CPC is seeking to award to an experienced Supplier(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of wastewater and water treatment services and supplies, including chemicals at consortium level discounted pricing. A qualified Supplier shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories.

This solicitation does not include pool chemical-only, water softener solutions, reverse osmosis or physical treatment systems.

In most cases, solutions provided to participating agencies are expected to be turn-key, encompassing all necessary equipment, products, and services required for delivery, installation, and successful operation. However, CPC reserves the right to award this solicitation to one or more Suppliers based on evaluation factors, geographic service coverage, distinctions based on product and service offerings, and the greatest overall benefit for all participating agencies. Manufacturers may respond directly and will be required to identify regional suppliers to execute the contract. Designated suppliers must adhere to the terms outlined in this solicitation.

CPC encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

1. Guaranteed pricing discounts.
  - a. Pricing discounts offered on a full range of quality products and supplies.
  - b. Pricing discounts held firm for the duration of the contract term.

2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.

Wastewater & Water Treatment Services and Supplies is a new category offering for CPC. The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s).

Numerous factors could cause the actual value of the contract(s) resulting from this solicitation to vary from the historical value. Such factors include, but are not limited to, the following:

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.
3. If actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates.

By submitting a response, the Supplier acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially.

### III. Responding Minimum Qualifications

All submittals must contain answers, responses and/or documentation to the information requested herein. Any submittal failing to provide the required information and/or documentation will be considered non-responsive. A submittal considered non-responsive may result in possible disqualification for consideration of a solicitation award.

Responding Suppliers must communicate and demonstrate their experience, ability, capacity, and available resources to provide products and/or services to participating agencies as described in this solicitation. CPC reserves the right to accept or reject any Supplier's proposal failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

### IV. General Specifications

An attempt has been made to standardize the language used in this solicitation. The words "must," "shall," "mandatory" and the phrase "it is required" are used in connection with a mandatory specification. The words "should" and "may" are used in connection with a specification that is desirable.

1. The Supplier must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
2. The Supplier must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 business hours.
3. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers.
4. All products and services shall meet applicable industry and regulatory standards, including NSF/ANSI certifications and EPA/state compliance. Certificates of analysis, lot traceability, and quality documentation shall accompany all chemical shipments.
5. Recalls
  - a. The Supplier must notify CPC and their participating agencies of any product recalls.
  - b. The Supplier will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion.

- c. All costs associated with voluntary and involuntary product recalls shall be borne by the Supplier.
- 6. Maintenance Plans
  - a. The Supplier may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
  - b. The Supplier providing maintenance and repair options must provide and clearly state, pricing, and terms of the various plans in their submission.

## V. Technical Specifications

- 1. Water Treatment Chemicals and Gases – Suppliers shall provide a full range of chemical and gas products to support drinking water, wastewater, irrigation, industrial, and reclaimed water treatment applications.
- 2. Equipment and Supplies – Suppliers shall offer treatment-related equipment, components, and supplies suitable for various water and wastewater operations, including system components, monitoring devices, and associated materials.
- 3. Services – Suppliers shall provide professional, technical, and field services that support the performance, maintenance, and optimization of water and wastewater systems. Services may be delivered directly or through qualified partners.
- 4. Software and Technology Solutions – Suppliers may include software or technology tools that complement treatment operations, such as systems for monitoring, automation, process control, data management, or performance analytics.
- 5. HVAC Water Treatment (When Applicable) – Suppliers providing HVAC water treatment solutions shall offer programs designed to improve system efficiency and longevity through:
  - a. Scale Prevention
  - b. Corrosion Prevention
  - c. Microbiological Growth Control
  - d. System Debris Mitigation
- 6. Each delivery shall include Safety Data Sheets (SDS) and appropriate labeling per federal and state regulations.
- 7. Suppliers shall maintain proper certification, licensing, and insurance for the transport and handling of regulated materials.
- 8. Suppliers shall ensure compatibility of chemicals and equipment with the participating agency's existing treatment systems.
- 9. All proposals shall include documentation of safety practices, emergency procedures, and training programs for handling the supplied materials.

## VI. Pricing

- 1. Contract discounts and percentages must be held firm during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. CPC may conduct periodic audits, and the Supplier will be responsible for full reimbursement for any overcharge to a participating agency.
- 2. The Supplier must provide discounted pricing on all products available, and labor/services offered in this solicitation.
- 3. New products and services, pertaining to the scope of this solicitation, can be added during the course of the contract term with notice, as outlined below (see #4), to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Supplier to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
- 4. When a price list is revised (i.e., manufacturer) to add or delete products and accessories that result in revised contract pricing, the Supplier shall notify CPC in writing via email as follows:
  - a. Request will be on the Supplier's letterhead and emailed to CPC.

- b. It is filed with CPC, a minimum of seven (7) business days before the effective date of the proposed change;
- c. It clearly identifies the items impacted by the change and the cause for the adjustment.
- d. It is accompanied by documentation acceptable to the RFP facilitator, as noted on the cover page of this solicitation, to warrant the change (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
- e. CPC reserves the right to accept or reject such change and will confirm in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.

5. CPC may accept a future claim from the Supplier that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing method used by the Supplier in their submission. The Supplier must be able to verify the pricing calculation.

6. CPC expects Suppliers to offer their very best prices to ensure the CPC contract provides value to its membership and is competitive. CPC allows a Supplier to lower prices for a participating agency when it benefits the agency and is based upon commitments and variables that may include but is not limited to: agency size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements.

## VII. Design Layout and/or Installation Services

- 1. Pricing for design layout and/or installation will be by hourly rate or percentage of the project cost. The Supplier must outline all service charges for design and installation. If the Supplier charges for installation by a method other than hourly or percentage, a complete explanation, and breakdown of how charges are calculated must be included with the submission.
- 2. Prevailing Wage.
  - a. Minnesota: If the resulting contract involves a project erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State [Minnesota] funds, then pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Suppliers and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the resulting contract. Failure to comply with the aforementioned may result in civil or criminal penalties.
  - b. If the contract is used outside of Minnesota and prevailing wage applies, contractors shall follow all applicable wage laws for that state.
  - c. For questions regarding prevailing wage laws, contact the applicable state's Department of Labor or equivalent.
- 3. Prevailing Wage/Davis Bacon [State & Federal Funds]. The Supplier's hourly price shall include, but is not limited to: wage requirements, equipment and tools normally associated with the removal and installation of goods and services. Due to wage rate requirements for State and Federal funded projects, the costs associated with labor may increase from contracted pricing.
- 4. The Supplier subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Supplier must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested within an agreed upon timeframe.
- 5. The Supplier will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.

6. Installation times will be coordinated with the purchasing agency. All areas will be kept clean and free of debris. Suppliers must be able to provide the purchasing agency with a list of responsibilities for installation, a minimum of five (5) business days prior to the start of installation.
7. All personnel that are working in participating agencies must be bonded, insured, and follow any and all participating agencies' requirements for contractors and subcontractors.
8. Subcontractors.
  - a. The Supplier will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.
  - b. If a subcontractor is removed from the contract agreement at any time, the Supplier will submit to CPC in writing the reason for removal and effective date.
  - c. To add a subcontractor to the contract agreement, the Supplier must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
  - d. The Supplier will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
  - e. CPC reserves the right to require that a subcontractor be removed from the contract.
  - f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.
9. All services will be 100% guaranteed. Any service provided, which does not meet the end-users' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.

## VIII. Ordering Methods

1. All orders will be executed by participating agencies directly with the Supplier. The Supplier may offer a variety of options for agencies to place orders. The Supplier will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
2. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Supplier Questionnaire).
3. A PO may be issued to the Supplier on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicates that sufficient funds have been obligated toward the purchase.
4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
5. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
6. When applicable, an online catalog for order entry must be provided for use by and suitable for participating agencies' needs. The online catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded.

## IX. Freight and Delivery

1. Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear in the Supplier's proposal, it will be interpreted to mean that goods are in stock, and that shipment will be made within five (5) business days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Supplier.
2. No delivery charges shall be added to invoices except when authorized on the Purchase Order.
3. All prices submitted are to be F.O.B. Destination, Freight Pre-Paid, and Allowed. Unless clearly stated otherwise by the respondent, prices submitted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.

4. CPC does not require freight to be included in the proposed pricing for this RFP due to the variance of freight charges attributable to weight and volume per order. However, if awarded, the merchandise must be shipped prepaid with the freight charged added to the invoice as a separate line item.
5. Freight charges must be quoted to the agency prior to any purchase order being issued by the participating agency.
6. Invoice and ship all items directly to CPC's participating agencies. A packing slip will be provided with all deliveries including the agencies' purchase order number. Orders not filled and partial shipments shall be indicated on the packing list. Participating agencies shall be notified of an anticipated availability date, within three (3) business days of receipt of order.
7. All equipment, supplies, and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Supplier.
8. All products must be 100% guaranteed. Any product which is damaged, found to be defective, or does not perform to the end-user's expectations must be replaced at the Supplier's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

## X. Payment

1. Participating agencies using the resulting contract Agreement will make payments directly to the Supplier.
2. Payment terms will be defined by the Supplier in their response.
  - a. Suppliers are encouraged to offer payment terms through procurement card (P Card) services, if applicable.
  - b. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.
  - c. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.
  - d. Payments for the used portion of inferior delivery will be made by the participating agency on an adjusted price basis.
3. The Supplier will submit invoices to the participating agencies clearly stating, "Per CPC Contract."
4. The shipment tracking number or pertinent information for verification shall be made available upon request.
5. Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

## XI. Advertising and Marketing

1. The Supplier will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
2. The Supplier will be able to assist in developing marketing materials that support the contract.
3. The Supplier will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. The services offered must be appropriate and adequate to ensure a successful contract agreement.
4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.
5. Upon award and completion of the Supplier orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership through various marketing channels. Contracts may also be promoted at applicable trade shows, conferences, and meetings.

## XII. Timeline

Date/Time	Event
October 27, 2025	Publication of Solicitation
November 4, 2025 @ 10:00 AM CST	Non-Required Conference Call
<b>November 10, 2025</b>	<b>Deadline for Suppliers to Submit Questions</b>
<b>November 25, 2025 @ 10:00 AM CST</b>	<b>Deadline for Submission</b>
December 16, 2025	Contact Supplier/Award(s) Made
February 1, 2026	Initial Start of Contract Term

## XIII. Non-Required Conference Call

A virtual conference will be held allowing Suppliers to ask questions and address concerns and/or issues they may have relating to the solicitation. The conference call will not be recorded and the use of AI notetaking will not be permitted.

To attend the conference call, visit:

<https://us02web.zoom.us/j/84565340941?pwd=kNUVNjC0gtiZNLkfAQmw6u3bd6PK0a.1>.

- Dial-in Number:** 1 929 436 2866
- Meeting ID:** 845 6534 0941
- Passcode:** 9c5a TZ

## XIV. Method of Evaluation

This solicitation will be evaluated based on the combined factors outlined below. Evaluation criteria include supplier qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering. No single factor will determine the final award decision.

	Points Available
<b>Minimum Qualifications</b> <i>See section "III. Responding Minimum Qualifications" for criteria.</i>	Pass/Fail
<b>Technical Proposal</b> <i>Considers responses to company information, qualifications and experience, performance capability, products and services offered, value adds, exceptions and deviations, and additional requirements.</i>	300
<b>Pricing Proposal</b> <i>Considers both price and overall value, using the products, equipment, and services price lists that are submitted.</i>	200
<b>Total Points</b>	<b>500</b>

As a part of the process of determining responsible respondents, CPC may request reports that describe the financial soundness of your organization. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

**Best and Final Offer (BAFO):** CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed Suppliers or, if the short-list process is not used, all qualified Suppliers will be provided an opportunity to submit a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Suppliers. If a Supplier does not submit a

BAFO proposal or a notice of withdrawal, the Supplier's previous proposal is considered the Supplier's BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

**Contract Development:** Following the final evaluations, contract offer and award, and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Supplier(s). If a satisfactory contract cannot be developed with the most highly qualified Supplier(s) the second most qualified Supplier(s) may then be approached to develop a contract.

**Solicitation Debriefing:** A supplier that did not receive an award may request a debriefing to be scheduled with CPC after the solicitation process has been completed and a Master Contract Agreement with the awarded Supplier(s) has been executed. Debriefings are not forums for protest, negotiation, or argumentation, but are learning opportunities for unsuccessful Suppliers.

Debriefings will be conducted via a virtual meeting and will be limited to the requesting supplier's own proposal. Comparative evaluation information or confidential data about competing proposals will not be shared.

## XV. Solicitation and Submittal Procedures

**Public Purchase:** All solicitations can be found on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). All solicitation activity is time-stamped and logged as part of the solicitation process.

### Submission of Proposals:

1. All proposals must be submitted electronically via Public Purchase. Hardcopy proposals are invalid and will not receive consideration.
2. It is the Supplier's responsibility to completely upload and submit a response by the submission deadline, as described in the solicitation.
  - a. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal.
  - b. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase for immediate technical support.
  - c. The data included in the submission will not be password protected.
3. CPC does not consider any information submitted in the General Notes section of Public Purchase when evaluating.
4. Submission checklist:

Document Title	Instructions
<b>1 RFP</b> Provided as a PDF.	Retain for your records.
<b>2 General Terms and Conditions</b> Provided as a PDF.	Retain for your records.
<b>3 Questionnaire</b> Provided as a Word document.	<b>Submit as one (1) PDF.</b> Include company name in the file title. Include certifications with submission, if applicable.
<b>4 Forms &amp; Signatures</b> Provided as a PDF.	<b>Submit as one (1) PDF, signatures required.</b> Include company name in the file title.
<b>5 Pricing Schedule</b> Provided as Excel document.	<b>Submit as Excel document.</b> Include name of company in the file title.

<b>Certificate of Insurance (COI)</b>	<b>Submit as PDF.</b> Include name of company in the title. <u>CPC must be identified as a certificate holder.</u>
<b>Exhibit A – Manufacturer Authorization</b> <i>Refer to Part 3 – Questionnaire, Additional Requirements, 1. Exhibit A – Manufacturer Authorization for requested information.</i>	<b>Submit all documentation as one (1) PDF.</b> Include name of company in the file title.

**Questions:** Requests for additional information, clarifications, interpretations, or questions shall be promptly asked via Public Purchase. CPC will respond via Public Purchase as laid out in the solicitation documents.

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. Interpretations, corrections, or changes made in any other manner will not be binding, and Suppliers shall not rely upon such interpretations, corrections, and changes. Answers to questions or addenda will be issued no later than five (5) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

**Late Submittals:** Submittals will not be allowed to be submitted or uploaded after the due date and time set by CPC. It is the respondent's responsibility to ensure that submittals are received by the due date and time listed.

**Modifications or Withdrawal of a Proposal:** A proposal may not be modified, withdrawn or canceled by the Supplier for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Supplier so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

**Rejection of Any or All Proposals:** CPC reserves the right to reject any and all bids/proposals, to waive any informality, or to accept/reject any items listed in the pricing schedule in the best interest of CPC and its participating agencies.

**Opening of Proposals (Opening Record):** Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available.

## XVI. Solicitation Terms and Conditions

**Performance Bond (for construction and/or installation related projects):** A performance bond is held between the awarded supplier and a participating agency, and will be required:

1. As defined by all applicable state statute(s) where the project is being conducted.
2. As required by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Supplier and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Supplier will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Supplier unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Supplier for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Supplier with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Supplier.

The Supplier will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Supplier. Work will not commence between the Supplier and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Supplier will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Supplier fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Supplier's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

**Other Bonds:** An awarded vendor will supply additional bonds as required based on federal law, state law, or participating agency policy.

**Additional Terms and Conditions/Participating Addendum:** Participating agencies and a Supplier may negotiate additional terms and conditions as necessary to complete a purchase. These may include, but are not limited to:

1. Industry specific requirements
2. Legal obligations
3. Specific local/board policy provisions

Some participating agencies may also require a Participating Addendum (or equivalent) with terms negotiated directly between them and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any additional negotiated terms and conditions must not be less favorable to the participating agency than the terms outlined in this solicitation.

**Certificate of Insurance:** The Supplier must purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Supplier must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder." Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent electronically to CPC upon coverage renewal. The Supplier must meet the following minimum coverage requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

**Binding Contract:** A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, the scope of work, and specifications contained in the solicitation. The Supplier acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

**Notification of Intent to Award:** An award notification will be made as outlined in the solicitation documents. The actual award is subject to the successful negotiation of a mutually accepted Master Contract Agreement and approval by the CPC Board of Directors.

**Contract Term:** The term of the contract resulting from this RFP will be from February 1, 2026 to January 31, 2028. The contract may be extended for one (1) additional 24-month period, based on successful performance. CPC may grant an extension under certain criteria and conditions. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Supplier evaluation. Performance criteria will include:

1. Contract start-up and communication
2. Partnership responsiveness with CPC
3. Participating agencies evaluation(s)
4. Volume, sales, and competitiveness
5. Marketing

**Administrative Fee:** The Supplier will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC quarterly, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

**Sales Reports Required of the Supplier:** The Supplier will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC's fiscal year is July through June and fiscal quarters are July – September; October – December; January – March; and April – June. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. All reports must be submitted in MS Excel within 20 business days after the end of each fiscal quarter, listing the following information:

1. Name of purchasing agency
2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number
5. Amount of purchase
6. Administrative fee generated by the sale
7. Savings generated by the sale

## XVII. Appendix A: New Award Onboarding Checklist

The following process will commence once the Master Contract Agreement has been executed.

Task Description	Completed By
<b>1. CPC Supplier Orientation</b> Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish a Webinar training date, if applicable	CPC & Supplier
<b>2. Sales Training and Roll Out</b> CP Personnel Briefing; possible webinar training Marketing information sent to CPC	CPC to Coordinate with Supplier
<b>3. Express Store (if applicable)</b> Initiate IT/eProcurement contact Vendor works with CPC's eProcurement marketplace vendor to create a store (cXML or catalog). Review and test Store Functionality Announce Store Availability	Supplier
<b>4. Marketing - CPC</b> Connect with CPC marketing team Award announcements Supplier profile page <i>*All materials will be approved by Supplier prior to disbursement</i>	CPC
<b>5. Marketing - Supplier</b> General announcement Sales/Account team training; contract highlights including pricing schedule  <i>*All materials will be approved by CPC prior to disbursement</i>	Supplier
<b>6. Management Strategies</b> Review kickoff and roll-out plan Discuss and establish target communication strategy	CPC & Supplier
<b>7. Annual Evaluation</b>	CPC & Supplier



## General Terms & Conditions

The Cooperative Purchasing Connection (CPC) may make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. All amendments will be agreed upon between the Parties. Submittals by a Supplier certify that they have read the General Terms and Conditions and understand that they apply to all purchases under the resulting contract(s).

**Alcoholic Beverages, Substance Use, and Weapons:** A Supplier shall not permit its personnel or any subcontractor to possess upon school property any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. All personnel must follow all local substance rules and conduct (dress code, language, parking, etc.) policies while on school premises. Any actions involving, or possession of, any of the aforementioned items while on school property may cause a cancellation of any Agreement, at no cost to CPC and its participating SFAs. Criminal charges may apply.

**Assignees, Mergers, Dissolution and Successors:** If the original vendor partner sells or transfers all assets or the entire portion of the assets used to perform this contract, the Offeror agrees that during the term of the contract, it will adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved. CPC reserves the right to recommend approval, acceptance, or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

**Assignment:** Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Supplier. The Supplier must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Supplier to make such connections should the Supplier want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

**Audit:** Under applicable law, the Supplier will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Supplier. The Supplier will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to resolve discrepancies fairly and equitably to the satisfaction of both CPC and the Supplier. CPC will require a refund to the agencies involved if any difference in price is found and will also require payment of any administrative fees due resulting from sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

**Awarded Supplier:** The Respondent(s) chosen by CPC to provide goods and/or services to participating agencies.

**Awards:** Awards will be made with reasonable promptness and by written notice to the successful Supplier; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation and may not be withdrawn during this period without the express permission of CPC.

1. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its members' best interests.
2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Supplier meet the requirements outlined in the proposal and specification and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Supplier from fulfilling all requirements and conditions of the contract.
3. Qualified or conditional offers which impose limitations of the Supplier's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
  - a. Rejected as being non-responsive, or
  - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
  - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counteroffers by CPC shall not constitute a precedent that shall be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Supplier for a particular procurement.
5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to consider past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Supplier specifically indicates otherwise in their response.
7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

**Confidential Information:** CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Supplier submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the Supplier submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Supplier's designation of data as "proprietary and confidential," the Supplier shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any Supplier regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

**Costs of Preparation:** All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Supplier. CPC will not reimburse any Supplier for such costs.

**Default Contract:** The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

**Express Online Marketplace:** CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. A Supplier does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Supplier to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

**Entire Agreement:** The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any Supplier receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Supplier and the participating agency. This shall bind the Supplier to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies, or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Supplier.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be binding on CPC and may be disregarded.
3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
  - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
  - b. Extended upon written authorization of CPC and accepted by the Supplier, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
  - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the Supplier shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Supplier shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Supplier and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

**Federal Uniform Guidance:** By entering a contract, the Supplier agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq. (See Supplier Forms and Signatures).

**Fiscal Year:** a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including but not limited to, the following: acts of nature; acts of the public enemy;

pandemics; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

A Supplier requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:

1. A formal, written request for a price increase must be submitted by the Manufacturer to CPC prior to the price change taking effect. CPC must approve the request. The request will include the Force Majeure cause substantiating the reason the relief is being requested.
2. Adequate documentation to substantiate the request must be included.
3. Failure to comply with provisions of the Force Majeure shall be cause for a request to be denied.

**Governing Law:** This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

**Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

**Hold Harmless:** All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

**Leasing and Rental Agreements:** The Supplier may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Supplier and the participating agency. The Supplier agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Supplier should attempt to work with CPC's current leasing Supplier. Note, the current leasing Supplier may require a minimum purchase amount to begin the leasing process. Should the Supplier be required to utilize their own financial leasing company, this should be noted/requested as an exception.

**Minority and Women-Owned Business:** CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Supplier agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

**New Agency Notification:** CPC will email the current participating agency list to the Supplier each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

**Notices:** Notices permitted or required to be given hereunder shall be deemed sufficient if given by written email addressed to the following recipients of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given. Notices shall be sent to [info@purchasingconnection.org](mailto:info@purchasingconnection.org).

**Patent Indemnification:** The Supplier agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.

**Participating Agency:** A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

**Party:** The name given to either organization who enters into a contractual agreement.

**Protests:** Vendors wishing to protest an award decision must submit a written protest delivered to the address listed below, and it must be received within seven (7) calendar days of the award notice email, fax, or telephone protests will not be accepted.

To be considered valid, a protest must include:

- Name, address, and telephone number of the protestor
- Signature of an authorized representative
- Specific grounds for the protest with clear factual support
- Reference to the specific solicitation and sections being contested
- 

Protests that fail to meet ALL the above requirements will be dismissed without review. Protests that merely request a re-evaluation of a proposal's scoring or content without identifying a violation of procurement procedures or applicable law will not be considered.

Send all protest correspondence to:

Cooperative Purchasing Connection  
1001 E. Mount Faith  
Fergus Falls, MN 56537  
Attn: Director of Cooperative Purchasing Connection

The decision of the agency regarding any protest is final.

**Relationship of Parties:** No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Supplier is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the

power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

**Respondent:** A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

**Rights and Obligations Upon Termination:** Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Supplier must refrain from any activity which will create a negative relationship between participating agencies and CPC. Notification of termination to participating agencies shall not be made by the Supplier unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Supplier will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Supplier or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

**Risk of Loss:** Regardless of F.O.B., the Supplier agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Supplier from any obligation hereunder.

**Safety Data Sheet (SDS):** Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state, and local laws.

**Sales Tax:** Sales and other taxes shall not be included in the prices quoted. The Supplier will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Supplier. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Supplier resulting from this solicitation.

**Severability:** If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

**Substitutions:** The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the specification prohibits substitution, Suppliers are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Supplier's letterhead attached to the pricing form. Suppliers shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

**Termination:** CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. The Parties may terminate the Agreement without cause by mutual written consent or by either Party with a minimum of 60 days written notice. The Supplier will not accept any new orders after the termination date specified in the notice. Participating agencies will only be required to pay the Supplier for goods and services delivered before termination and not otherwise returned following the Supplier's return policy. If the participating agency has paid the Supplier for goods and services not yet provided as of the date of termination, the Supplier shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Supplier shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Supplier will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Supplier:

1. Voluntary or involuntary bankruptcy or insolvency;
2. Failure to remedy a material breach to the terms and conditions of this solicitation;
3. Receipt of written information from any authorized agency finding activities the Supplier engaged in according to this solicitation to violate the law.

**Termination for Default:** If either Party is in default under this contract, it shall have an opportunity to cure the default within the time indicated, 10 business days, after it is given written notice of default to the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have 10 business days to provide a satisfactory response. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. CPC reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any contract terms and conditions or fails to provide adequate assurances of future performance.

In the event of termination for cause, CPC and its participating agencies shall not be liable to the Supplier for any amount of supplies or services not accepted, and the Supplier shall be liable to CPC and its participating agencies for any and all rights and remedies provided by law. If it is determined that CPC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. CPC will issue written notice to the Supplier for acting or failing to act in any of the following:

1. The Supplier provides material that does not meet the specifications of the contract;
2. The Supplier fails to adequately perform the services set forth in the specifications of the contract;
3. The Supplier fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Supplier fails to make progress in the performance of the contract and/or gives CPC reason to believe that the Supplier will not or cannot perform to the requirements of the contract;
5. The Supplier fails to observe any of the terms and conditions of the contract.

**Termination for Non-Appropriation:** Any individual participating agency's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the participating agency's governing board and/or its State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Supplier. The participating agency's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Supplier and shall be final.

**Tri-State Area:** Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

**Supplier Orientation (CPC 101):** The Supplier and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Supplier and resellers/sub-contractors on the purpose and nature of CPC. The Supplier will not be marketed to participating agencies until they have completed the Supplier orientation session.

**Waiver:** No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Revised 8/2025

## Part -3- Questionnaire

### RFP #26.03 Wastewater and Water Treatment Services and Supplies

#### **Instructions**

This questionnaire is a requirement of Cooperative Purchasing Connection (CPC). Please note that while some responses are for informational purposes only, others will be used as part of the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "**Part 3 Questionnaire - Name of Company**".
5. Submit the Questionnaire, along with other required documents via Public Purchase.

**The following sections need to be completed before submission:**

1. Company Information
2. Qualifications & Experience
3. Performance Capability
4. Products, Service & Pricing
5. Value Add
6. Exceptions & Deviations
7. Additional Information
8. Additional Requirements

## Company Information

**Name of Company:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City, State, Zip code:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

	Name	Email	Phone
Primary Contact 1 for Proposal			
Primary Contact 2 for Proposal			

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	Name	Email	Phone
General Manager			
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

### Provide your Unique Entity Identifier (SAM.gov)

Vendor Name	UEI

Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status (see submittal checklist).

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Supplier
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

1. How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider?

Click or tap here to enter text.

2. If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees or employees of a third party?

Click or tap here to enter text.

**3. List any similar cooperative or state contracts that your company holds that participating agencies have access to and include the contract expiration date.**

Click or tap here to enter text.

**4. How will your company position a potential resulting contract with CPC versus other contracts you have access to?**

Click or tap here to enter text.

**5. In the past five (5) years, has your company or any proposed subcontractors been involved in any alleged or actual contract failures, breaches, or been the subject of any civil or criminal litigation or investigations, whether pending or resolved?**

Yes

No

If YES, provide detailed documentation. Include any contracts where your organization was found guilty or liable, as well as any issues that could impact your ability to perform the requested services.

Click or tap here to enter text.

**6. Has your company been disbarred and or suspended from doing business within the United States?**

Yes

No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Click or tap here to enter text.

## Qualifications & Experience

**1. Provide a brief background of your organization, including the year it was founded, your company's business philosophy, industry longevity, etc. (1-2 paragraphs max.).**

Click or tap here to enter text.

**2. Provide evidence of what your company is doing to remain viable in the industry (i.e., how you are adapting to changes, etc?).**

Click or tap here to enter text.

**3. Describe your customer retention practices, including how you maintain long-term relationships and the percentage or number of customers who return for repeat business.**

Click or tap here to enter text.

**4. On average, how many agencies do you currently serve with the same or similar products and services as those proposed in this RFP?**

Click or tap here to enter text.

**5. Using the table below, input the percentage of your company's annual revenue by customer market**

Customer Market	% of Revenue
City/county government	
K12 education	
Non-profits - 501(c)(3)	
Higher education	

**6. Describe the sales approach your company will take with participating public agencies.**

Click or tap here to enter text.

**Provide three (3) references that have purchased wastewater and water treatment services and supplies from your company within the last two (2) years. References from the tri-state area are preferred. A contact name, phone number and email will be required. \*Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.**

<b>Reference #1 – Company Name</b>	Click or tap here to enter text.
<b>Service/Product Purchased</b>	Click or tap here to enter text.
<b>Year of Purchase</b>	Click or tap here to enter text.
<b>Reference Contact</b>	Click or tap here to enter text.
<b>Phone</b>	Click or tap here to enter text.
<b>Email</b>	Click or tap here to enter text.

<b>Reference #2 – Company Name</b>	Click or tap here to enter text.
<b>Service/Product Purchased</b>	Click or tap here to enter text.
<b>Year of Purchase</b>	Click or tap here to enter text.
<b>Reference Contact</b>	Click or tap here to enter text.
<b>Phone</b>	Click or tap here to enter text.
<b>Email</b>	Click or tap here to enter text.

<b>Reference #3 – Company Name</b>	Click or tap here to enter text.
<b>Service/Purchase Purchased</b>	Click or tap here to enter text.
<b>Year of Purchase</b>	Click or tap here to enter text.
<b>Reference Contact</b>	Click or tap here to enter text.
<b>Phone</b>	Click or tap here to enter text.
<b>Email</b>	Click or tap here to enter text.

## Performance & Capability

**1. What has motivated your company to respond to our solicitation? What aspects of our organization or solicitation captured your interest?**

Click or tap here to enter text.

**2. What are your company's expectations in the event of an award?**

Click or tap here to enter text.

**3. Are there any participating agencies (govt., education, non-profits, etc.) you will NOT be serving through the proposed contract?**

Click or tap here to enter text.

**4. Please indicate your organization's ability and willingness to provide products and/or services under this contract to participating entities located in all three states represented by this solicitation: Minnesota, North Dakota, and South Dakota.**

Click or tap here to enter text.

**5. Describe your technical support team structure, including the number of water treatment specialists by region, their professional certifications (such as water treatment operator licenses or professional engineering credentials), average years of experience in municipal and industrial water treatment, and typical response times for on-site technical assistance requests.**

Click or tap here to enter text.

**6. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line.**

Click or tap here to enter text.

**7. Describe your ordering process beginning with order placement and ending with delivery/installation. Include ordering methods, receipt of order, lead times, installation, and any other related services.**

Click or tap here to enter text.

**8. What is your company's fill rate and success in meeting project timelines?**

Click or tap here to enter text.

**9. Describe your company's customer service/problem resolution process. Include hours of operation, number of services, modes of contact, etc.**

Click or tap here to enter text.

**10. Describe how your company plans to utilize this contract. How will you educate and train company personnel on the contract terms and conditions, details, and promotion of the contract.**

Click or tap here to enter text.

**11. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.**

Click or tap here to enter text.

**12. Describe your company's use of technology and digital data in your marketing.**

Click or tap here to enter text.

**13. From your perspective, what is CPC's role in promoting a contract resulting from this solicitation?**

Click or tap here to enter text.

**14. Describe your company's contract implementation or customer transition plan.**

Click or tap here to enter text.

**15. Describe your company's experience and ability to work with punch-out and cXML marketplace systems.**

Click or tap here to enter text.

## Products, Service & Pricing

**1. What specific products and/or services are you proposing under this solicitation?**

Click or tap here to enter text.

**2. Describe your capabilities and process for testing, monitoring, and optimizing water treatment efficiency. Include information on your capabilities related to anticipatory water treatment, real-time monitoring, data analytics, and automation.**

Click or tap here to enter text.

**3. Please describe your company's overall approach to water treatment services, including how your program supports system performance, efficiency, and longevity across various types of HVAC or mechanical systems.**

Click or tap here to enter text.

**4. Describe the water reuse and recycling technologies, products, and services you are proposing.**

Click or tap here to enter text.

**5. Describe your capabilities and offerings related to alternative water treatment methods.**

Click or tap here to enter text.

**6. Describe any membrane-based technologies and filtration processes you offer.**

Click or tap here to enter text.

**7. Describe your experience and capabilities in treating and protecting HVAC systems and components, including boilers, chillers, condensate piping, cooling towers, heat exchangers, and air handler coils. Provide examples of similar systems or facilities you currently service.**

Click or tap here to enter text.

**8. Explain how your organization works with participating entities to ensure compliance with all applicable environmental regulations, requirements, and best practices.**

Click or tap here to enter text.

**9. Indicate the level of support your company will offer on this contract category.**

\_\_\_\_\_ Pricing is better than what is offered to individual agencies.

\_\_\_\_\_ Pricing is better than what is offered to cooperative agencies.

\_\_\_\_\_ Other, please describe

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**

Click or tap here to enter text.

**10. Describe how participating agencies will verify they are receiving contract pricing.**

Click or tap here to enter text.

**11. Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.**

Click or tap here to enter text.

**12. Describe your warranty and warranty process for all products and services.**

Click or tap here to enter text.

**13. Describe the return process and restocking fees associated with a return.**

Click or tap here to enter text.

**14. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.**

Click or tap here to enter text.

**15. Describe the frequency of price list revisions. Describe any indices used to guide price adjustments.**

Click or tap here to enter text.

**16. Describe how future product introductions will be priced and align with contract proposed pricing.**

Click or tap here to enter text.

**17. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

Click or tap here to enter text.

## Value Add

**1. CPC may desire services not listed. As part of your proposal, please indicate any related additional services you offer that may be of interest to CPC.**

Click or tap here to enter text.

## Exceptions & Deviations

Our company is requesting an Exception and/or Deviation to the RFP documents.

Yes

No

If YES, complete the questions below:

**List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

Click or tap here to enter text.

**List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:**

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

Click or tap here to enter text.

RFP Section	Exception	Why This is an Issue	Proposed Alternative

## Additional Information

**If there is anything else about your company, approach, or offering that is relevant to the scope of this solicitation, please include it here.**

Click or tap here to enter text.

## Additional Requirements

As required by CPC, please provide each of the following additional items as separate PDF documents. Be sure to follow the specific instructions outlined below for each submission.

### 1. Exhibit A – Manufacturer Authorization

If your organization offers products as a distributor, dealer, reseller, or in any capacity that requires manufacturer authorization, provide written documentation from the manufacturer confirming your authorization to offer and distribute those products under this RFP. **Label and submit as “Exhibit A – Manufacturer Authorization”.**



## Forms & Signatures

### RFP #26.03 Wastewater and Water Treatment Services and Supplies

#### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Forms & Signatures - Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission:**

1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)



## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Business Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ Contract # \_\_\_\_\_

Contract/Agreement to Commence \_\_\_\_\_

# EDGAR Certification Form

2 CFR Part 200

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

**The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

### **(A) Supplier Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### **(B) Termination for Cause and for Convenience**

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to" (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

### **(C) Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### **(D) Davis Bacon Act**

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Supplier shall 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.

Supplier 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 CFR Part 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.

#### **(E) Contract Work Hours and Safety Standards Act**

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 CFR Part 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 workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a halftimes the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **(F) Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 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.

#### **(G) Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

#### **(H) Debarment and Suspension (Executive Order 12549 and 12689)**

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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.

#### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### **(J) Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

#### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## (L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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## PROFIT AS A SEPARATE ELEMENT OF PRICE

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For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

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## RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

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When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certifies that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

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## CERTIFICATION OF NON-COLLUSION STATEMENT

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Supplier certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Business Name \_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Title \_\_\_\_\_

## Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Supplier Name: \_\_\_\_\_

If a subcontractor will not be used, check this box:

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email Address of Contact: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email Address of Contact: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email Address of Contact: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

## Part 5 - Pricing

**Suppliers must complete all required tabs in this workbook (Part 5 - Pricing ) for their pricing proposal to be complete.**

**Instructions.** This spreadsheet contains multiple tabs relating to this RFP. Please follow the directions provided on each tab and complete the worksheets as they pertain to your company's offerings. All pages have been formatted to print to one page width, however, you may add additional lines as needed. Each individual worksheet will note if it's a required or optional form. Per the RFP terms and conditions, all worksheets listed as optional are considered a value-added attribute.

**\*Please note this workbook has multiple tabs.**

**This workbook contains the following tabs/worksheets:**

- 1 - Discount Structure (Required if products, equipment, chemicals, etc. are a part of your response.)
- 2 - Products & Equipment (Required if products, equipment, chemicals, etc. are a part of your response.)
- 3 - Services (Required if services are a part of your response.)
- 4 - Additional Discounts (Optional)

### 1 - Discount Structure

Define your discount structure using the table provided on the tab. If products, equipment, chemicals, etc. are a part of your response, this tab is required. **If you are offering services only, this tab is not required.**

### 2 - Products & Equipment

Input the Net Effective RFP Price and respective information for all line items in your commercially available catalog(s). Create a separate tab for each catalog. Alternatively, you may upload separate spreadsheets as long as they contain the minimum information as described on the tab's instructions. If products, equipment, chemicals, etc. are a part of your response, this tab is required. **If you are offering services only, this tab is not required.**

### 3 - Services

Suppliers must provide pricing for any services that are included in their response. **If a Supplier is not offering any services, this tab is not required.**

### 4 - Additional Discounts

Suppliers have the opportunity to offer additional discounts on top of contract pricing. If your response includes additional discounts, provide your discount schedule on the tab provided. **This tab is optional.**

If products, equipment, chemicals, etc. are a part of your response, this tab is required. If you do not have any products, equipment, chemicals, etc. listed, this tab is not required.

**Instructions:** On the table below, define your discount structure (i.e. by product, catalog, category, manufacturer lines from a manufacturer) and the associated discount. If the discount is offered to all participating agencies, enter the discount offered changes by agency type, enter the respective discount under the agency type (i.e. educational, government, etc.). DO NOT list a discount range (i.e. 30-40%) for a grouping of items; a sub-category will need to be defined. Rows have been provided; add additional rows as needed.

**Responding Company's Name:**

## 2 - Products &amp; Equipment

If products, equipment, chemicals, etc. are a part of your response, this tab is required. If you are offering services only, this tab is not required.

## Instructions:

1. Using the proposed discount structure (i.e. by product, catalog, category, manufacturer, etc.), complete this sheet for all items in a commercially available catalog. Complete a separate tab for each catalog.
2. Alternative Method: Suppliers may submit their own Pricing Schedule with a minimum of the following information:

\*The name and brief description of the product, including the manufacturer (if applicable).

\*The current price of the item at the solicitation due date.

\*The discount percentage offered for this solicitation.

\*The final price after the solicitation discount.

3. The Discount Percentage MUST be consistent with the percentage discounts listed on the Discount Structure tab. Failure to have discounts correspond may cause for rejection of your offer.

Responding Company's Name: \_\_\_\_\_

Catalog Name: \_\_\_\_\_

No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Discount percentage	Net Effective RFP Price	Comments	No.
1											1
2											2
3											3
4											4
5											5
6											6
7											7
8											8
9											9
10											10
11											11
12											12
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92											92
93											93
94											94
95											95
96											96
97											97
98											98
99											99
100											100

### 3 - Services

**Suppliers must provide pricing for any services that are included in their response. If a Supplier is not offering any services, this worksheet is not required.**

**INSTRUCTIONS:** Complete the tables below for those services you are willing to provide. You may add additional lines as needed. If services are not part of your response, you do not need to complete this tab.

Responding Company's Name:				Place an X by the state(s) you're submitting pricing for:	
				MN	ND

#### Professional Services (Laboratory Testing, System Maintenance, Field Service, etc.)

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			

#### Installation/Assembly (Labor)

\*Prevailing wage projects/installations are subject to higher hourly rates/charges. Prevailing wage rates change by MN county. Participating agencies are required to notify the Vendor if prevailing wages are required (state/federal funding as part or all of the project/purchase).

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
Min. Hourly Rate - Regular Hours			#DIV/0!			
Max. Hourly Rate - Regular Hours			#DIV/0!			
Not to Exceed Hourly Rate - Regular Hours			#DIV/0!			
Min. Hourly Rate - Evening			#DIV/0!			
Max. Hourly Rate - Evening			#DIV/0!			
Not to Exceed Hourly Rate - Evening			#DIV/0!			
Min. Hourly Rate - Weekend/Holidays			#DIV/0!			
Max. Hourly Rate - Weekend/Holidays			#DIV/0!			
Not to Exceed Hourly Rate - Weekend/Holidays			#DIV/0!			

#### Other Costs/Services (Maintenance plans, extended warranties, etc.)

Description	Standard Price & Rate	Discounted Price & Rate	Member Savings	Per Diem Charges (daily rate, if any)	Mileage Charges (per mile, if any)	Notes/Comments
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			
			#DIV/0!			

## 4 - Additional Discounts

Suppliers have the opportunity to offer additional discounts on top of contract pricing. If your response includes additional discounts, provide your discount schedule on this tab. **If your response does not include additional discounts, this tab is not required.**

**INSTRUCTIONS:** Complete the table below if your company is offering additional discounts on top of contract pricing for certain purchasing situations (i.e. discounts based on volume, bulk one-time order, a group of local agencies in a geographic area combining requirements, etc.).

## Questions for Bid RFP #26.03 - Wastewater and Water Treatment Services and Supplies



### Question #1



Nov 3, 2025 9:18:39 AM CST  
By: Cooperative Purchasing Connection - alohse

#### Answers

The Zoom conference call will be held allowing suppliers to ask questions and address concerns and/or issues they may have relating to the solicitation. The conference call will not be recorded and the use of AI notetaking will not be permitted.

To attend the conference call, visit:  
<https://us02web.zoom.us/j/84565340941?pwd=kNUVNjC0gtiZNLkfAQmw6u3bd6PK0a.1>

Dial-in Number: 1 929 436 2866  
Meeting ID: 845 6534 0941  
Passcode: 9c5aTZ

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[Answer](#)

[Ask a Question](#)

[View Bid](#)

Notifications Report					
Agency	Cooperative Purchasing Connection				
Bid Number	206233				
Bid Title	Wastewater and Water Treatment Services and Supplies				
Vendor Name	State	Invitation	Date	Email	Reason
Ace Pipe Cleaning, Inc.	MO	Classification	2025-10-27 12:41:04	bids@acepipe.com	Bid Notification
American Process Group	AB	Self Invited	2025-11-03 08:19:57	bcarroll@amprocessgroup.com	Bid Answer
Antea USA, Inc.	MN	Classification	2025-10-27 12:41:04	Baley.price@anteagroup.us	Bid Notification
Carus LLC	IL	Classification	2025-10-27 12:41:04	bids@carusllc.com	Bid Notification
Carus LLC	IL	Classification	2025-11-03 08:19:57	bids@carusllc.com	Bid Answer
ConstructConnect	OH	Self Invited	2025-11-03 08:19:57	content@constructconnect.com	Bid Answer
Corix Utilities U.S., Inc.	WI	Classification	2025-10-27 12:41:04	neil.auen@corix.com	Bid Notification
CR Meyer & Sons	MI	Classification	2025-10-27 12:41:04	pcorrigan@crmeyer.com	Bid Notification
DF Interactive LLC	NC	Self Invited	2025-11-03 08:19:57	bids+publicpurchase@davidfine.dev	Bid Answer
Dodge Data & Analytics	OH	Self Invited	2025-11-03 08:19:57	jayalakshmil@construction.com	Bid Answer
DuBois Chemicals, Inc.	ID	Self Invited	2025-11-03 08:19:57	bids@duboischemicals.com	Bid Answer
ELITE TEXTILE TRADING LLC	CA	Self Invited	2025-11-03 08:19:57	amy@elitetex.us	Bid Answer
EMA, Inc.	MN	Classification	2025-10-27 12:41:04	kvogel@ema-inc.com	Bid Notification
Enerfab	MO	Classification	2025-10-27 12:41:04	estimating@foleycompany.com	Bid Notification
Jocelyn Water and Sewer, LLC	MN	Classification	2025-10-27 12:41:04	JocelynWandS@outlook.com	Bid Notification
KJR Associates Inc	WI	Classification	2025-10-27 12:41:04	kevinr@kjr-associates.com	Bid Notification
Kurita America Inc.	MN	Classification	2025-10-27 12:41:04	kai_salessupport@kurita-water.com	Bid Notification
L&L Supplies	TX	Self Invited	2025-11-03 08:19:57	swalker8585@gmail.com	Bid Answer
Lektrotech, Inc.	TX	Classification	2025-10-27 12:41:04	caradine@wdboiler.com	Bid Notification
LMK Technologies	IL	Classification	2025-10-27 12:41:04	janderson@lmktechnologies.com	Bid Notification
Midwest Assistance Program, Inc.	MO	Classification	2025-10-27 12:41:04	lkerzman@map-inc.org	Bid Notification
Midwest Assistance Program, Inc.	MO	Classification	2025-11-03 08:19:57	lkerzman@map-inc.org	Bid Answer
Pember Companies Inc	WI	Classification	2025-10-27 12:41:04	estimating@pembercompanies.com	Bid Notification
Pullman Power LLC	MO	Classification	2025-10-27 12:41:04	mwieberg@pullman-services.com	Bid Notification
Quality Flow Systems	MN	Self Invited	2025-11-03 08:19:57	joshm@qfsi.net	Bid Answer
R.A. Mancini	IL	Classification	2025-10-27 12:41:04	mike@ramancini.com	Bid Notification
samsearch	CA	Self Invited	2025-11-03 08:19:57	hisham@samgovai.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2025-11-03 08:19:57	jpdas@ei-usa.com	Bid Answer
Spectrum Laboratory Products, Inc.	CA	Classification	2025-10-27 12:41:04	bids@spectrumchemical.com	Bid Notification
Staab Construction	WI	Classification	2025-10-27 12:41:04	ron.twardowski@staabco.com	Bid Notification
Swenke Ims,Contracting LLC	MN	Classification	2025-10-27 12:41:04	dims@kmtel.com	Bid Notification
The Bid Lab	NY	Self Invited	2025-11-03 08:19:57	bidfinder@thebidlab.com	Bid Answer
The National Theatre for Children	MN	Classification	2025-10-27 12:41:04	nswoboda@ntccorporate.com	Bid Notification
Thermo Fisher Scientific	IL	Classification	2025-10-27 12:41:04	jamie.dobay@thermofisher.com	Bid Notification

Tradebe Environmental Services, LLC	KS	Classification	2025-10-27 12:41:04	nolan.kappelman@tradebe.com	Bid Notification
True North Water Treatment	MN	Classification	2025-10-27 12:41:04	andy.morcomb@tnwater.com	Bid Notification
True North Water Treatment	MN	Classification	2025-11-03 08:19:57	andy.morcomb@tnwater.com	Bid Answer
United Laboratories, Inc.	IL	Classification	2025-10-27 12:41:04	vendorreg@unitedlabsinc.com	Bid Notification
United Pipe Renewal, Inc.	IA	Classification	2025-10-27 12:41:04	Tombain@unitedcontractors.net	Bid Notification
US Peroxide	IA	Classification	2025-10-27 12:41:04	mnelson@usptechnologies.com	Bid Notification
US Peroxide	IA	Classification	2025-11-03 08:19:57	mnelson@usptechnologies.com	Bid Answer
USP Technologies	GA	Self Invited	2025-11-03 08:19:57	mgibbs@usptechnologies.com	Bid Answer
Utility Solutions, Llc	KS	Classification	2025-10-27 12:41:04	todd@manholerepairs.com	Bid Notification
Water Source	MI	Classification	2025-10-27 12:41:04	dsharmila@ymail.com	Bid Notification
West Plains Engineering, Inc.	SD	Classification	2025-10-27 12:41:04	mike.sigman@westplainsengineering.com	Bid Notification

Access Report				
Agency	Cooperative Purchasing Connection			
Bid Number	26.03			
Bid Title	Wastewater and Water Treatment Services and Supplies			
Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
samsearch	2025-10-28 12:50 AM CDT	2025-10-28 12:50 AM CDT	Part 5 RFP#26.03 - Pricing Template Final.xlsx Part 4 RFP #26.03 - Forms & Signatures.pdf Part 3 RFP #26.03 - Questionnaire Final.docx Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	
School Wholesale Supplies LLC	2025-10-29 12:08 AM CDT	2025-11-03 12:49 AM CST	Part 5 RFP#26.03 - Pricing Template Final.xlsx Part 4 RFP #26.03 - Forms & Signatures.pdf Part 3 RFP #26.03 - Questionnaire Final.docx Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	
Carus LLC	2025-10-27 01:42 PM CDT	2025-11-03 10:04 AM CST	Part 4 RFP #26.03 - Forms & Signatures.pdf Part 3 RFP #26.03 - Questionnaire Final.docx Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf Part 5 RFP#26.03 - Pricing Template Final.xlsx	
ConstructConnect	2025-10-30 09:12 AM CDT	2025-11-03 11:21 AM CST	Part 5 RFP#26.03 - Pricing Template Final.pdf Part 3 RFP #26.03 - Questionnaire Final.pdf Part 4 RFP #26.03 - Forms & Signatures.pdf Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	
DF Interactive LLC	2025-10-27 01:49 PM CDT	2025-11-25 09:34 AM CST	Part 5 RFP#26.03 - Pricing Template Final.xlsx Part 4 RFP #26.03 - Forms & Signatures.pdf Part 3 RFP #26.03 - Questionnaire Final.docx Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	

ELITE TEXTILE TRADING LLC	2025-10-28 12:12 PM CDT	2025-11-24 11:12 AM CST	Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 5 RFP#26.03 - Pricing Template Final.xlsx Part 3 RFP #26.03 - Questionnaire Final.docx Part 4 RFP #26.03 - Forms & Signatures.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	
L&L Supplies	2025-10-28 08:19 AM CDT	2025-10-28 08:19 AM CDT	Part 5 RFP#26.03 - Pricing Template Final.xlsx Part 4 RFP #26.03 - Forms & Signatures.pdf Part 3 RFP #26.03 - Questionnaire Final.docx Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	
The Bid Lab	2025-10-28 02:43 AM CDT	2025-11-25 01:31 AM CST	Part 5 RFP#26.03 - Pricing Template Final.xlsx Part 4 RFP #26.03 - Forms & Signatures.pdf Part 3 RFP #26.03 - Questionnaire Final.docx Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	
American Process Group	2025-10-28 09:53 AM CDT	2025-10-28 09:54 AM CDT	Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf Part 5 RFP#26.03 - Pricing Template Final.xlsx	
True North Water Treatment	2025-10-27 03:52 PM CDT	2025-11-24 08:27 PM CST	Part 4 RFP #26.03 - Forms & Signatures.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf Part 5 RFP#26.03 - Pricing Template Final.xlsx Part 3 RFP #26.03 - Questionnaire Final.docx Part 2 RFP #26.03 - General Terms and Conditions.pdf	2025-11-24 08:27 PM CST
Midwest Assistance Program, Inc.	2025-10-28 11:17 AM CDT	2025-10-28 11:31 AM CDT	Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	
Construction Software Technologies	2025-11-03 09:51 AM CST	2025-11-03 09:54 AM CST		
Dodge Data & Analytics	2025-10-27 11:51 PM CDT	2025-11-25 12:44 AM CST	Part 5 RFP#26.03 - Pricing Template Final.pdf Part 4 RFP #26.03 - Forms & Signatures.pdf Part 3 RFP #26.03 - Questionnaire Final.pdf Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	
Quality Flow Systems	2025-10-29 11:01 AM CDT	2025-10-29 11:02 AM CDT	Part 5 RFP#26.03 - Pricing Template Final.xlsx	

US Peroxide	2025-10-27 01:45 PM CDT	2025-11-17 12:07 PM CST	Part 4 RFP #26.03 - Forms & Signatures.pdf Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf Part 3 RFP #26.03 - Questionnaire Final.docx Part 5 RFP#26.03 - Pricing Template Final.xlsx	
DuBois Chemicals, Inc.	2025-10-28 08:06 AM CDT	2025-11-03 11:06 AM CST	Part 5 RFP#26.03 - Pricing Template Final.xlsx Part 3 RFP #26.03 - Questionnaire Final.docx Part 4 RFP #26.03 - Forms & Signatures.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	
Polydyne Inc.	2025-11-03 03:11 PM CST	2025-11-03 03:12 PM CST	Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf Part 5 RFP#26.03 - Pricing Template Final.xlsx	
Allied Solutions	2025-11-04 02:18 PM CST	2025-11-17 10:06 PM CST	Part 5 RFP#26.03 - Pricing Template Final.xlsx Part 4 RFP #26.03 - Forms & Signatures.pdf Part 3 RFP #26.03 - Questionnaire Final.docx Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	
USP Technologies	2025-10-28 10:15 AM CDT	2025-11-24 10:20 PM CST	Part 3 RFP #26.03 - Questionnaire Final.docx Part 2 RFP #26.03 - General Terms and Conditions.pdf Part 5 RFP#26.03 - Pricing Template Final.xlsx Part 4 RFP #26.03 - Forms & Signatures.pdf Part 1 RFP #26.03 - Wastewater & Water Treatment Services & Supplies Final.pdf	2025-11-24 10:08 PM CST
Pember Companies Inc	2025-10-28 07:34 AM CDT	2025-11-07 01:07 PM CST		

# Opening Record

## RFP #26.03 Wastewater & Water Treatment Services and Supplies

RFP # & Title

DocuSigned by:  
  
 Amy Lohse  
 981BDA49D4464FE...

Amy Lohse, Procurement Specialist

DocuSigned by:  
  
 Lori Mittelstadt  
 48D2E03F59EF456...

Lori Mittelstadt, Cooperative Purchasing Program Assistant

## Microsoft Teams

Location/Platform

Signed by:  
  
 Joni Puffett  
 BE0ED0E17BEC407...

Joni Puffett, Procurement Solutions Program Director

CPC is requesting proposals for **Wastewater & Water Treatment Services and Supplies** to establish a purchasing solution for use by its participating agencies. Participating agencies include state, city, and county governments; tribal nations; government agencies; public and non-public educational institutions; colleges and universities; nonprofit 501(c)(3) organizations; and other entities acting on behalf of an eligible agency.

CPC utilizes Public Purchase, an e-procurement platform, to administer a competitive, sealed solicitation process. Only proposals submitted through Public Purchase will be considered. Proposals must be submitted no later than **November 25, 2025, at 10:00 AM CST**. Late submissions will not be accepted.

The above-signed certify that all responses to **RFP #26.03 Wastewater & Water Treatment Services and Supplies** were submitted on time through Public Purchase, that each proposer's materials were digitally sealed upon submission, and that all responses remained inaccessible until the official due date and time identified in the solicitation schedule.

Proposals were received from the following and opened electronically.

Supplier	Date and Time of Submission
True North Water Treatment	2025-11-24 08:27 PM CST
USP Technologies	2025-11-24 10:08 PM CST

All responsive proposals have been submitted for review and evaluation.



**Cooperative Purchasing Connection**  
Tabulation Report RFP #26.03 - Wastewater and Water  
Treatment Services and Supplies  
Vendor: True North Water Treatment

Public | Purchase<sup>TM</sup>

**General Comments:** Thank you for the chance to submit our bid. The products we sell are not part of an authorized manufacturers network so no documents to that effect are provided. In addition, a dedicated price list was provided, rather than filling out the provided form, per section 2 of the pricing template. Please reach out with any questions! ~Andy

**General Attachments:** [True North Water Treatment CERT SBE Approval Letter.pdf](#)  
[True North Water Treatment COI.pdf](#)  
[True North Water Treatment CPC Price List 112425.xlsx](#)  
[True North Water Treatment Part 3 RFP 26.03 - Questionnaire Final.pdf](#)  
[True North Water Treatment Part 4 RFP 26.03 - Forms - Signatures.pdf](#)  
[True North Water Treatment Part 5 RFP26.03 - Pricing Template Final.xlsx](#)

## Part -3- Questionnaire

### RFP #26.03 Wastewater and Water Treatment Services and Supplies

#### **Instructions**

This questionnaire is a requirement of Cooperative Purchasing Connection (CPC). Please note that while some responses are for informational purposes only, others will be used as part of the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part 3 Questionnaire – Name of Company**”.
5. Submit the Questionnaire, along with other required documents via Public Purchase.

**The following sections need to be completed before submission:**

1. Company Information
2. Qualifications & Experience
3. Performance Capability
4. Products, Service & Pricing
5. Value Add
6. Exceptions & Deviations
7. Additional Information
8. Additional Requirements

## Company Information

**Name of Company:** True North Water Treatment, LLC  
**Company Address:** 7833 31<sup>st</sup> St. N  
**City, State, Zip code:** Oakdale, MN 55128  
**Website:** www.TNwater.com  
**Phone:** 952-381-1606

	Name	Email	Phone
Primary Contact 1 for Proposal	Andy Morcomb	<a href="mailto:Andy.morcomb@TNwater.com">Andy.morcomb@TNwater.com</a>	952-381-1606
Primary Contact 2 for Proposal	Mike Stolarski	<a href="mailto:Mike.stolarski@TNwater.com">Mike.stolarski@TNwater.com</a>	651-338-6432

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	Name	Email	Phone
General Manager	Andy Morcomb	<a href="mailto:Andy.morcomb@TNwater.com">Andy.morcomb@TNwater.com</a>	952-381-1606
Contract Manager	Andy Morcomb	<a href="mailto:Andy.morcomb@TNwater.com">Andy.morcomb@TNwater.com</a>	952-381-1606
Sales Manager	Mike Stolarski	<a href="mailto:Mike.stolarski@TNwater.com">Mike.stolarski@TNwater.com</a>	651-338-6432
Marketing Manager	Mike Stolarski	<a href="mailto:Mike.stolarski@TNwater.com">Mike.stolarski@TNwater.com</a>	651-338-6432
Customer Service Manager	Julie Stolarski	<a href="mailto:Office@TNwater.com">Office@TNwater.com</a>	952-381-1606
Account Manager(s)	Mike Stolarski	<a href="mailto:Mike.stolarski@TNwater.com">Mike.stolarski@TNwater.com</a>	651-338-6432

### Provide your Unique Entity Identifier (SAM.gov)

Vendor Name	UEI
True North Water Treatment LLC	CGUKSHVFDGU3

Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status (see submittal checklist).

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
x	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Supplier
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

1. How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider?

Manufacturer, Reseller and Service Provider

2. If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees or employees of a third party?

We contract the custom blending of our chemical products out to a third party toll blender, which is common in the water treatment industry. We then warehouse and supply the products and provide support injecting chemicals and testing the

water quality of treated systems, as needed. All staff providing the on-site service and support are True North Water Treatment employees or subcontractors of True North Water Treatment.

**3. List any similar cooperative or state contracts that your company holds that participating agencies have access to and include the contract expiration date.**

We do not hold any other cooperative or state contracts at this time. We do work with schools, colleges, cities, counties and HUD housing currently.

**4. How will your company position a potential resulting contract with CPC versus other contracts you have access to?**

Our company will market this contract specifically with large school districts, cities and counties that are asking to work with us using a cooperative contract. We are members of the MASMS statewide school association in Minnesota, and have been asked to join the MN Chief Engineers Guild as well.

**5. In the past five (5) years, has your company or any proposed subcontractors been involved in any alleged or actual contract failures, breaches, or been the subject of any civil or criminal litigation or investigations, whether pending or resolved?**

Yes       No

If YES, provide detailed documentation. Include any contracts where your organization was found guilty or liable, as well as any issues that could impact your ability to perform the requested services.

True North Water Treatment was started in April of 2024, two years after the founder (Andy Morcomb) left another regional water treatment company, Jaytech, Inc. While at Jaytech, Andy had an 18 month non-compete and non-solicitation agreement, which was fully honored. Despite Andy notifying Jaytech that True North was being formed, as a courtesy, they still chose to issue a civil lawsuit against Andy and True North. The civil case, which is pending a motion for judgement, identified that no information was taken from Jaytech and the non-compete was honored. The case from Jaytech claims that having an awareness of individuals or buildings who operate equipment needing water treatment, even if a public entity, prohibits Andy from working with them indefinitely. Despite non-compete agreements in Minnesota being made illegal in 2023, this does not prevent companies from issuing lawsuits on the matter. This civil case is nearing its conclusion and is expected to have no bearing on the ability of True North to operate across the Midwest. Currently, the proceedings are operating under a mutual confidentiality agreement, so no specific documentation can be provided. Please reach out to me directly for more details.

**6. Has your company been disbarred and or suspended from doing business within the United States?**

Yes       No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Click or tap here to enter text.

## Qualifications & Experience

**1. Provide a brief background of your organization, including the year it was founded, your company's business philosophy, industry longevity, etc. (1-2 paragraphs max).**

True North Water Treatment was founded in early 2024 by Andy Morcomb. Andy has worked in industrial and commercial water treatment for 15 years and has earned the industry's highest designation as a Certified Water Technologist (CWT). Andy has served customers in city, county, state and federal capacities. He has also presented technical and training sessions to more than 750 building operators. In addition to government contracting, Andy has consulted on data centers, commercial real estate buildings and industrial production facilities, along with consulting on more than 100 construction projects across Minnesota, Wisconsin, Iowa, South Dakota and North Dakota.

Our company was founded with a focus on knowledgeable guidance with strong integrity. Having worked in water treatment for more than a decade before starting True North, Andy saw that many companies in the market were focused on profits before people, and would use the technical nature of the water treatment business to increase sales, even if it wasn't in the best interest of the customer. True North's focus on small and middle market clients, such as school districts

and cities, have set us apart. Our company has grown to serve more than 270 buildings since we opened our doors in 2024, and look to continue to grow quickly to meet the demand for honest and ethical service and support.

**2. Provide evidence of what your company is doing to remain viable in the industry (i.e., how you are adapting to changes, etc?).**

Our company is constantly reviewing and updating product formulations to stay in line with best practices and to improve results. In addition, we closely monitor raw materials sourced from overseas and pivot our buying to local sources when issues like tariffs threaten to spike materials costs. In addition to production side work, True North also adjusts our consultation and service approaches based on industry demand. One example is that many steam boilers are being replaced with hydronic boilers. For that reason, and due to customer demand, we have broadened out hydronic system offerings.

**3. Describe your customer retention practices, including how you maintain long-term relationships and the percentage or number of customers who return for repeat business.**

Since starting in April of 2024, True North Water Treatment is proud to say that we have not lost any customers. Over 90% of our customers are “repeat” customers as they need system testing and products regularly. We maintain our customer relations by scheduling check-ins with both system operators and decision makers monthly and talking through any pain points or changes coming about in real time. We offer training and lunch and learns to many of our customers and also support them through industry groups where they are members.

**4. On average, how many agencies do you currently serve with the same or similar products and services as those proposed in this RFP?**

Currently, we support more than 75 customers who represent over 270 buildings across the Midwest. Starting in February of 2026, we will be adding another 29 customers in Northern Iowa as we take over operations for a chemical treatment company where the owner is retiring.

**5. Using the table below, input the percentage of your company's annual revenue by customer market**

Customer Market	% of Revenue
City/county government	10%
K12 education	60%
Non-profits - 501(c)(3)	5%
Higher education	10%

**6. Describe the sales approach your company will take with participating public agencies.**

Our company will continue to solicit directly to government agencies, but will also continue to present at government trade associations and will share our connection with CPC on our website and social media. We would also hope to work with CPC to broadcast our products and services through their established network of partner agencies.

**Provide three (3) references that have purchased wastewater and water treatment services and supplies from your company within the last two (2) years. References from the tri-state area are preferred. A contact name, phone number and email will be required. \*Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.**

<b>Reference #1 – Company Name</b> Service/Product Purchased Year of Purchase Reference Contact Phone Email	Richfield Schools Filtration Products, Glycol, Lab Testing, Corrosion Inhibitors, Service 2024-2025 Dan Kretsinger-Facilities Director 612-363-5787 Dan.Kretsinger@rpsmn.org
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<b>Reference #2 – Company Name</b> Service/Product Purchased Year of Purchase Reference Contact Phone Email	Normandale Community College Filtration Products, Glycol, Lab Testing, Corrosion Inhibitors, Service 2024-2025 Aaron Williams-Facilities Supervisor 612-468-3179 aaron.williams@normandale.edu
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<b>Reference #3 – Company Name</b>	City of Bloomington
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<b>Service/Purchase Purchased</b>	Filtration Products, Glycol, Lab Testing, Corrosion Inhibitors, Service
<b>Year of Purchase</b>	2024-2025
<b>Reference Contact</b>	Andy Dockter- Facilities Supervisor
<b>Phone</b>	952-292-9785
<b>Email</b>	adockter@bloomingtonmn.gov

## Performance & Capability

### 1. What has motivated your company to respond to our solicitation? What aspects of our organization or solicitation captured your interest?

Our company focuses primarily on serving government agencies, with a focus on cities, counties and school districts. We have had some larger school districts along with some state facilities approach us and ask if we had a cooperative purchasing contract they could tie to. We have access to subcontract through TIPS, but this is an expensive option that not all local agencies use. In addition, the high fees to subcontract would mean that using this contracting vehicle really wouldn't be in the best interest of our customers. We were thrilled to hear about CPC as they are Minnesota based with a focus on serving entities of all sizes, and not just large groups. I also appreciate CPCs personal approach to working with vendors and their desire to see vendors succeed, along with providing discounted products and services to local agencies.

### 2. What are your company's expectations in the event of an award?

In the event of an award, I would expect CPC to help promote this contract to their network so their partners can access discounted pricing on products. I would ask for support in offering this contract to groups outside of the CPC region, as we have a handful of potential customers who have asked to use our services once we have a cooperative contract in place.

### 3. Are there any participating agencies (govt., education, non-profits, etc.) you will NOT be serving through the proposed contract?

We are happy to serve all agencies. We also have experience serving prisons and correctional facilities and have been background checked to support those groups.

### 4. Please indicate your organization's ability and willingness to provide products and/or services under this contract to participating entities located in all three states represented by this solicitation: Minnesota, North Dakota, and South Dakota.

We can provide products to all three states along with consultation on how to apply and test for the products in HVAC systems. On-site service is not required with our products, but if a customer desires additional service and support, an hourly rate will be provided, which will include travel time. True North has the ability to subcontract some service work out for extremely rural locations.

### 5. Describe your technical support team structure, including the number of water treatment specialists by region, their professional certifications (such as water treatment operator licenses or professional engineering credentials), average years of experience in municipal and industrial water treatment, and typical response times for on-site technical assistance requests.

True North Water Treatment currently has two water treatment experts (Andy Morcomb, CWT with 15 years experience and Mike Stolarski with 12 years experience). Our company is growing and plans to add another water treatment expert in the spring of 2026. In addition, we contract with HOH water, a Midwest water treatment company with about \$35M in annual revenue. They have water treatment experts outside of Sioux Falls, SD and southern Minnesota, along with national service reps who fly in to support larger projects. Both Andy and Mike have also held special boiler operators licenses in the state of Minnesota.

### 6. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, technology, and product line.

Our company is unique in the way that we consult on closed loop heating and cooling systems as well as small steam boilers and cooling towers. Due to business consolidation in the water treatment industry, along with many experts reaching retirement age in the past five years, most companies have chosen to drop their small and mid-sized customers and only focus on large buyers, due to constraints in hiring and training staff. This shift provided a gap in the market that True North Water Treatment fills well. Many of the people we work with tell us they cannot get return calls from other competitors and those who do respond will sell the product then leave. We focus on consulting and ongoing support to take on water treatment related concerns for our customers so they can focus on their core services to the public.

### 7. Describe your ordering process beginning with order placement and ending with delivery/installation. Include ordering methods, receipt of order, lead times, installation, and any other related services.

Orders are placed with a True North Account rep via email. Purchase orders are required. The True North Account rep then send the order information and Purchase Order to the True North Office Manager, who logs the order and places it with the warehouse. Once received, the warehouse pulls the products ordered and ships them via courier to the customer. No invoicing takes place until the order is delivered. The customer is responsible for opening up the container and replacing the new container with the old one. Any installation of steam boiler or cooling tower controllers will be handled by the customers mechanical contractor.

#### **8. What is your company's fill rate and success in meeting project timelines?**

Our company has a warehouse in Hugo, Minnesota where we keep a large supply of glycol, corrosion inhibitors, system cleaners and biocides to meet our customers needs. We receive and fill all orders within 1 business day of receipt. Orders going to Minnesota locations can often times be delivered in 2-3 days. Orders for the Dakota's will often be shipped in 3-5 days. We have the ability to ship next day in an emergency, but the freight cost will be higher for the transport. We have had not problems in meeting customer timelines. The water treatment industry usually requires a 2-3 week lead time and we beat that by more than a week consistently.

#### **9. Describe your company's customer service/problem resolution process. Include hours of operation, number of services, modes of contact, etc.**

Our sales and service reps are hands on with each of our customers. Issues are relayed to the True North rep when they occur, or issues are identified during routine service visits on site. If the True North rep cannot solve these issues, they communicate with the owner of True North to work through the problem together. The owner of True North speaks with all of his staff and subcontractors multiple times per week to make sure there is ample support to aid our customers. If issues are beyond the scope of True North, we are also a member of the national Association of Water Technologies, which gives us access to national experts in all fields of water treatment.

#### **10. Describe how your company plans to utilize this contract. How will you educate and train company personnel on the contract terms and conditions, details, and promotion of the contract.**

Our company plans to use this cooperative contract to expand our offerings to government and nonprofit agencies that have many buildings to manage across the region. This includes school districts, counties, cities and hospital networks. We will be happy to educate end users to the benefit of connecting with CPC to access this cooperative purchasing agreement. This will be done by sharing the FAQ section of the CPC website, along with also working up our own branded marketing sheet highlighting the benefits and process required to access this contract to work with True North Water Treatment. We would seek CPCs review and approval before publishing anything related to this contract.

#### **11. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.**

Our sales staff will be promoting this contract through our website, on our Linked In profiles and in our association groups. Sales staff will connect with larger buyers to share that we have access to this contract, which would allow the purchase of items without a formal bid.

#### **12. Describe your company's use of technology and digital data in your marketing.**

Our company uses Squarespace for our website and a Google business account for our emails and document storage. We also contract with Techie Dudes, a Minnesota company who supports businesses with data security and compliance. In our marketing, we work to provide SEO optimization in our website language for easier search function recognition.

#### **13. From your perspective, what is CPC's role in promoting a contract resulting from this solicitation?**

It would be expected that CPC list this contract as available on their website and in periodic communications with their partner agencies.

#### **14. Describe your company's contract implementation or customer transition plan.**

Each agreement with a customer is unique and treated as such. Many of our customers pay for products and services on a pay-as-you-go basis, while others prefer to issue a lump sum blanket PO to cover a period of time. Some customers do request formal contracts with terms and renewals. In each case, we work with the customer to arrive at mutually beneficial terms. Any existing True North customer who would like to transition to using the CPC cooperative contract would have a new contract drafted, which would include our CPC approved pricing as an addendum with terms that match the contract terms we have with CPC.

#### **15. Describe your company's experience and ability to work with punch-out and cXML marketplace systems.**

True North uses a variety of web platforms for contract and insurance compliance with a number of our customers. These platforms are often operated on a national scale. We see no problem in supporting your marketplace systems.

# Products, Service & Pricing

## 1. What specific products and/or services are you proposing under this solicitation?

We are proposing HVAC water treatment products to aid in the control of corrosion, biological fouling, oxygen pitting, pipe burst and debris in water bound heating and cooling systems. These include corrosion inhibitors, biocides, glycols, oxygen scavengers and system cleaners, in addition to chemical feed and control pumps and equipment and filtration solutions. Once provided, we also offer a full suite of lab analysis services, on-site testing services and training for operation of steam boilers, cooling towers and closed loop systems.

## 2. Describe your capabilities and process for testing, monitoring, and optimizing water treatment efficiency.

**Include information on your capabilities related to anticipatory water treatment, real-time monitoring, data analytics, and automation.**

True North has access to a full analytical chemistry lab with four full time staff. The lab contains ICP and Mass Spec machines to run analysis on all anionic and cationic water components, along with a wide range of corrosion inhibitors, dissolved metals, dissolved solids, pH, organic acids, water borne bacteria and glycols. Our service technicians each have state of the art field test kits which include endpoint ID drop count reagent sets, along with digital meters to record dissolved solids, pH and free chlorine equivalents. In addition, field kits also include colorimeters from Pyxis that can test over 50 different chemicals, traced dyes and dissolved metals in real time. The majority of our chemistries contain PTSAs or fluorescein tracers in order to make testing easier for service technicians and customers easier and more accurate. Our controllers can also be outfitted with real time probes that connect to building automation systems or internet platforms that send alarms in the event of low chemical containers or significant fluctuations in normal operating parameters.

## 3. Please describe your company's overall approach to water treatment services, including how your program supports system performance, efficiency, and longevity across various types of HVAC or mechanical systems.

Our company and its staff works to take a holistic approach to HVAC water treatment. We start by identifying all HVAC equipment in the building and taking pictures of boilers, cooling towers, chillers and closed loop pumps and heat exchangers in a building, including their manufacturers information. Once identified, we then sample the fluid from all systems to take a baseline of their operating systems, and note operating parameters. Once identified, we run lab testing on the incoming make-up water and then identify the most efficient chemical program to deploy based on system type, metallurgy, operating pressures and make-up water quality. Once a program is deployed, we use corrosion coupons and ongoing water analysis to determine the success of the program. Often times, this approach allows us to reduce water and natural gas consumption, increase system efficiency, and reduce utility costs. On occasion, we have also been able to help customers qualify for customer rebates to pay for new equipment from their local utility.

## 4. Describe the water reuse and recycling technologies, products, and services you are proposing.

For steam boiler systems, we often recommend automated blowdown systems, which reduce water and chemical use along with the natural gas costs to operate the system. True North works with Centerpoint and Xcel energy, among others, to help customers gain custom rebates to help pay for these systems. For cooling towers, True North maximizes cycles of concentration by pretreating incoming make-up water, which can result in reducing water use in a cooling tower by up to 35% over the course of a year. This is a sizeable reduction in water use and chemical demand, especially for systems using more than one million gallons of make-up water per year. In addition, some of our chemicals allow for higher cycling of HVAC systems, resulting in more efficient operations.

## 5. Describe your capabilities and offerings related to alternative water treatment methods.

The founder of True North Water Treatment, Andy Morcomb, is nationally trained through Evapco, which is one of the largest cooling tower manufacturers in the world. This training includes application and use of non-chemical devices, such as the Pulse Pure and Dolphin systems, along with use of their Smart Shield solid chemical feed technologies. True North also partners with national providers of solid water treatment products for buildings interested in LEED accreditation and safer/less costly application of chemicals.

## 6. Describe any membrane-based technologies and filtration processes you offer.

True North Water Treatment has access to supply RO membranes, RO systems, Water Softener Systems, stainless steel side stream and in-line filter housings, along with a wide variety of disposable filter bags and cartridges for both HVAC and potable water applications. True North Water Treatment can properly size and recommend filtration systems based on system volume, recirculation rates, materials of construction and fluid profile.

**7. Describe your experience and capabilities in treating and protecting HVAC systems and components, including boilers, chillers, condensate piping, cooling towers, heat exchangers, and air handler coils. Provide examples of similar systems or facilities you currently service.**

The staff at True North Water Treatment have experience working on a wide range of systems, including low and high pressure steam boilers, ammonia chillers, evaporative condensers, geo-thermal systems, high efficiency hot water boilers, and air-cooled chillers. In addition, we have experience dealing with system volumes over 500,000 gallons. In addition to online maintenance and support of systems, we also are actively engaged in construction and design of new systems, in addition to commissioning of old systems.

Examples of our portfolio of work include all prisons in the State of Minnesota, Hennepin County (52 buildings), Minneapolis Public Housing (42 high-rise buildings), Rochester Schools (32 buildings), a variety of state colleges and universities, Huntington Bank Stadium (formerly TCF field at the U of MN), United Health Group/Optum World Headquarters, Upsher Smith Pharmaceuticals, and more. Additional customers can be provided upon request.

**8. Explain how your organization works with participating entities to ensure compliance with all applicable environmental regulations, requirements, and best practices.**

All government agencies are held to OSHA standards, but not all agencies and their staff are aware of the requirements for safe handling and management of HAZmat materials. For customers who order product, we aim to work with their health and safety officer to ensure OSHA compliance, spill containment, and safe handling PPE are all provided and available. In addition, we encourage all facilities to test their eye wash and chemical showers regularly and log those tests. True North Water Treatment does sell PPE and containment products for those who need them. For customers with steam boilers and cooling towers, a review of safe feed and handling is included in annual customer reviews.

**9. Indicate the level of support your company will offer on this contract category.**

Pricing is better than what is offered to individual agencies.  
 Pricing is better than what is offered to cooperative agencies.  
 Other, please describe

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**  
Click or tap here to enter text.

**10. Describe how participating agencies will verify they are receiving contract pricing.**

Participating Agencies will be provided with the True North CPC approved product price list for use in issuing purchase orders. Partner agencies are welcome, at any time, to call CPC to confirm that pricing being charged aligns with the quoted discounted rates from True North Water Treatment.

**11. Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.**

There will be no order minimums required. Due to significant fluctuations in the cost of freight, True North plans to quote freight costs as a separate line item. Due to the high cost of freight for HAZmat materials, customers are encouraged to order for a three month supply all at once, to reduce freight costs. However, this is not required.

**12. Describe your warranty and warranty process for all products and services.**

Our products all hold a 3-month warranty from the date of delivery, so long as the chemicals are stored in a heated facility and off of the ground/concrete. If any product arrives with a warranty concern, the customer will need to contact the True North rep to share the issue. Upon verification, the customer will either receive a replacement product at no cost or will have the cost of the product fully refunded.

**13. Describe the return process and restocking fees associated with a return.**

Any product found defective will be taken back for a return at no cost to the customer. If a customer has a container of unopened product in good condition that is less than one year old, we will take it back with a 25% restocking fee along with the cost of freight.

**14. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.**

We accept payments via check, ACH and all major credit cards. Credit Card payments are assessed a 3% fee. Our standard payment terms are Net 30. However, True North has some customers that use Net 45 and Net 60 terms. We are open to those extended payment terms, so long as invoices do not extend beyond 60 days.

**15. Describe the frequency of price list revisions. Describe any indices used to guide price adjustments.**

Typically revisions to our price list are made once per year. For the CPC pricing, we will commit to holding pricing until the time of the first renewal option, at which point pricing will be reviewed and discussed with CPC before any changes are requested.

**16. Describe how future product introductions will be priced and align with contract proposed pricing.**

Future products added will offer the same list price discount that other products have available. This will help keep pricing and billing consistent for us and our customers.

**17. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

True North hires a third party accounting expert (Fitch Accounting) to handle quarterly auditing and end of year reviews. Sales made under this contract can be audited by our third party group, with results made available to CPC upon request.

## Value Add

**1. CPC may desire services not listed. As part of your proposal, please indicate any related additional services you offer that may be of interest to CPC.**

True North Water Treatment offers discharge permitting for the disposal of waste glycol (anti-freeze) products, depending on the municipality. We do this often in the Twin Cities, and have done this before in Rochester and St. Cloud as well. True North Water Treatment also consults on, and designs, chemical feed and control equipment for new or remodeled buildings. We work directly with the owners architect to develop the best solution.

## Exceptions & Deviations

Our company is requesting an Exception and/or Deviation to the RFP documents.

Yes

X  No

If YES, complete the questions below:

**List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

Click or tap here to enter text.

**List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:**

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

Click or tap here to enter text.

RFP Section	Exception	Why This is an Issue	Proposed Alternative

## Additional Information

**If there is anything else about your company, approach, or offering that is relevant to the scope of this solicitation, please include it here.**

For customers engaged in a building remodel, renovation, upgrade or new build, True North Water Treatment offers to meet with design engineers and architects at no additional cost in order to provide guidance on best practices in water treatment. This includes the design of chemical feed and control equipment, recommendations on glycol type, inhibitor packages and percentages, as well as support with filtration and pre-treatment systems as needed.

## Additional Requirements

As required by CPC, please provide each of the following additional items as separate PDF documents. Be sure to follow the specific instructions outlined below for each submission.

### 1. Exhibit A – Manufacturer Authorization

If your organization offers products as a distributor, dealer, reseller, or in any capacity that requires manufacturer authorization, provide written documentation from the manufacturer confirming your authorization to offer and distribute those products under this RFP. **Label and submit as “Exhibit A – Manufacturer Authorization”.**



## Forms & Signatures

### RFP #26.03 Wastewater and Water Treatment Services and Supplies

#### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Forms & Signatures - Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission:**

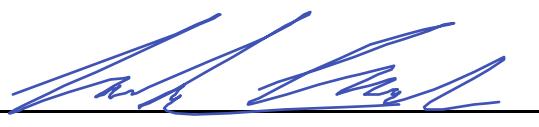
1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

**Business Name** True North Water Treatment  
**Address** 7833 31st St. N  
**Contact Person** Andy Morcomb  
  
**Authorized Signature**   
**Email** andy.morcomb@TNwater.com

**Date** 11/24/2025  
**City, State, Zip** Oakdale, MN 55128  
**Title** President  
  
**Title** President  
**Phone** 952-381-1606

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

**Agency** \_\_\_\_\_ **Authorized Signature** \_\_\_\_\_  
**Name** \_\_\_\_\_ **Title** \_\_\_\_\_  
**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_ **Contract #** \_\_\_\_\_  
**Contract/Agreement to Commence** \_\_\_\_\_

# EDGAR Certification Form

2 CFR Part 200

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

**The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

### **(A) Supplier Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### **(B) Termination for Cause and for Convenience**

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to" (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

### **(C) Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### **(D) Davis Bacon Act**

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Supplier shall 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.

Supplier 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 CFR Part 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.

#### **(E) Contract Work Hours and Safety Standards Act**

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 CFR Part 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 workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a halftimes the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **(F) Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 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.

#### **(G) Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

#### **(H) Debarment and Suspension (Executive Order 12549 and 12689)**

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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.

#### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### **(J) Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

#### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## (L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certifies that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

## CERTIFICATION OF NON-COLLUSION STATEMENT

Supplier certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Business Name True North Water Treatment

Authorized  
Signature



Full Name Andrew Morcomb

Title President

## Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: Wastewater and Water Treatment Services and Supplies  
Solicitation Number: RFP #26.03  
Supplier Name: True North Water Treatment

If a subcontractor will not be used, check this box:

Company Name: HOH Water Technology  
Street Address: 500 S. Vermont St.  
City, State, Zip: Palatine, IL 60067  
Telephone: (847) 358-7400  
Primary Contact: Phil Davis  
Email Address of Contact: info@hohwatertechnology.com  
Services to be provided:

On-site service as needed for steam boilers, cooling towers and closed loop systems (SD Region)

Company Name:  
Street Address:  
City, State, Zip:  
Telephone:  
Primary Contact:  
Email Address of Contact:  
Services to be provided:

Company Name:  
Street Address:  
City, State, Zip:  
Telephone:  
Primary Contact:  
Email Address of Contact:  
Services to be provided:

Andrew Morcomb  
True North Water Treatment LLC  
7833 31st St N  
Oakdale, MN 55128

Dear Andrew Morcomb:

Thank you for submitting an application to become certified in the Central Certification Program (CERT) sponsored by Hennepin County, Ramsey County, and the City of Saint Paul. This is to notify you that the review is now complete and the results are as follows:

Your company meets the requirements for Small, Emerging Small Business Enterprise (SBE/ESBE). Your company will be coded in our database and directory accordingly with the following product/service description and North American Industry Classification System (NAICS) Codes:

All Other Miscellaneous Chemical Product and Preparation Manufacturing

NAICS Codes:

NAICS 325998: ALL OTHER MISCELLANEOUS CHEMICAL PRODUCT AND PREPARATION MANUFACTURING

Your certification with the CERT Program is valid for three years. Your company's certification expiration date is May 21, 2028. You will be asked to update key company information periodically, but at least once every three years. Meanwhile, it is your responsibility to notify this office in writing of any changes to directory information such as your company's address, telephone number, or products/services. In addition, you are required to notify this office in writing of any and all changes which could affect your company's eligibility to participate in the CERT Program within 30 days of such change.

Questions regarding your certification may be directed to the CERT Program Coordinator at (651) 288-4040.

Sincerely,

Aicha Kromah  
CERT consultant services - Certification & Outreach Specialist

CERT Program  
651-288-4040  
[cert@strongandstarlike.com](mailto:cert@strongandstarlike.com)  
<https://cert.smwbe.com/>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	WaterColor Management P.O. Box 1132 Decatur	AL 35602-	CONTACT NAME: <b>Joseph Raines</b>		
			PHONE (A/C, No. Ext): <b>(256)260-0412</b>	FAX (A/C, No.): <b>(888)512-1613</b>	
INSURED	True North Water Treatment 7833 31st Street North Oakdale	MN 55128-	E-MAIL ADDRESS: <b>joseph@watercolormanagement.com</b>		
			INSURER(S) AFFORDING COVERAGE		NAIC #
			<b>INSURER A: Lloyd's of London</b>		<b>15792</b>
			INSURER B :		
			INSURER C :		
			INSURER D :		
INSURER E :					
INSURER F :					

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIAB <input checked="" type="checkbox"/> CONTRACTUAL LIAB  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER:			<b>LGLEX000520-01</b>	<b>05/01/2025</b>	<b>05/01/2026</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>100,000</b>
							MED EXP (Any one person)	\$ <b>10,000</b>
							PERSONAL & ADV INJURY	\$ <b>1,000,000</b>
							GENERAL AGGREGATE	\$ <b>3,000,000</b>
							PRODUCTS - COMP/OP AGG	\$ <b>3,000,000</b>
							<b>POLLUTION</b>	\$ <b>1,000,000</b>
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	Hired AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>			<b>LGLEX000520-01</b>	<b>05/01/2025</b>	<b>05/01/2026</b>	EACH OCCURRENCE	\$ <b>2,000,000</b>
							AGGREGATE	\$ <b>2,000,000</b>
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N					PER STATUTE	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)		
Cooperative Purchasing Connection is Additional Insured. A Waiver of Subrogation applies. Coverage is Primary and Non-Contributory.		

CERTIFICATE HOLDER		CANCELLATION	
Cooperative Purchasing Connection 1001 E Mount Faith Fergus Falls		MN 56537-  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

## Evaluation Report

### RFP #26.03 Wastewater and Water Treatment Services and Supplies

#### Description of Solicitation

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for Wastewater and Water Treatment Services and Supplies on October 27, 2025. The intent of the solicitation was to secure a qualified, experienced Supplier(s) to provide comprehensive wastewater and water treatment services and supplies, including chemicals and ongoing support to ensure safe, efficient, and compliant operations.

The solicitation was due on November 25, 2025. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding suppliers were deemed responsive or non-responsive.

#### Summary of Evaluation

The solicitation was evaluated by Amy Lohse, Procurement Specialist; Joni Puffett, Procurement Solutions Program Director; and Melissa Mattson, Director of Administrative Services.

Two proposals were received by the submission deadline. They included True North Water Treatment & USP Technologies. Proposals were reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). Both proposals were found to be compliant and deemed responsive.

The evaluators convened virtually on December 10, 2025 to finalize their consensus evaluation and propose a recommendation. A summation of their evaluation is included below.

#### Evaluation Scoring Results

Refer to the attached Master Score Sheet, listed as Exhibit A.

#### Evaluation Discussion & Overview

Evaluators discussed and agreed on the following:

##### True North Water Treatment

1. Specializes in HVAC water treatment solutions to manage corrosion, fouling, oxygen pitting, debris, and system performance.
2. Provides custom chemical blending, warehousing, and product supply, with support for chemical injection and water-quality testing. Value-added services include discharge permitting for waste glycol and consulting/design of chemical feed and control systems.
3. Classified as a Small Business Enterprise.
4. Holds a Certified Water Technologist designation (highest credential).
5. Clear processes, strong timelines, and a reputation for excellent customer service.

## USP Technologies

1. Turn-key wastewater treatment service provider offering full-service chemical treatment and environmental solutions covering chemical supply, equipment, engineering, and ongoing technical support.
2. Technology-agnostic approach that selects the best-fit solutions rather than relying on a single product line.
3. Maintains strong relationships with well-known chemical manufacturers.
4. Technical capabilities are supported by innovation and supply chain stability.
5. Demonstrated reliable service models with capacity for tri-state coverage.

## **Recommendation**

After analysis of the suppliers' proposals, the evaluators recommend that contracts be awarded to both True North Water Treatment & USP Technologies.

The recommendations and awards are subject to final review by CPC Administration and approval by the Board of Directors.

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Amy Lohse, Procurement Specialist

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Joni Puffett, Procurement Solutions Program Director

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Melissa Mattson, Director of Administrative Services

Attachment/Exhibit A  
Scoring Spreadsheet

## Exhibit A

### RFP #26.03 Wastewater & Water Treatment Services and Supplies

#### RFP Evaluation; Master Score Sheet

Criteria	Points
Technical	300
Pricing Schedule	200
<b>Total Score</b>	<b>500</b>

		True North Water Treatment	USP Technologies
Criteria	Points	Average Points Awarded	Average Points Awarded
Technical Points	300	268	259
<i>Proceed to Pricing Evaluation?</i>	<i>Yes/No</i>	<i>Yes</i>	<i>Yes</i>
Pricing Schedule	200	190	182
<b>Total Score</b>	<b>500</b>	<b>458</b>	<b>440.6666667</b>



December 16, 2025

True North Water Treatment, LLC.  
Attn: Andy Morcomb  
7833 31st St. N.  
Oakdale, MN 55128

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**Award Decision, RFP #26.03 Wastewater and Water Treatment Services and Supplies**

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Dear Andy:

Thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #26.03 Wastewater and Water Treatment Services and Supplies.

The evaluation committee, using the criteria outlined in the RFP documents, has completed its review of the proposals received.

CPC is pleased to announce that your proposal received the recommendation for award.

This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract. Thank you for submitting your proposal! We look forward to working with you.

Regards,

A handwritten signature in black ink that reads "Joni Puffett".

---

Joni Puffett, CPPB | Procurement Solutions Program Director  
Cooperative Purchasing Connection

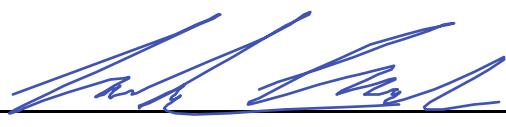


## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Business Name	True North Water Treatment	Date	11/24/2025
Address	7833 31st St. N	City, State, Zip	Oakdale, MN 55128
Contact Person	Andy Morcomb	Title	President
Authorized Signature			
Email	andy.morcomb@TNwater.com		
		Title	President
		Phone	952-381-1606

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency	Cooperative Purchasing Connection	Authorized Signature	DocuSigned by:  5B1ADA01B69E48F...		
Name	Melissa Mattson	Title	Director of Administrative Services		
Awarded this	15th	day of	December	Contract #	26.03 - TNW
Contract/Agreement to Commence			February 1, 2026		