



MASTER AGREEMENT # 040825

CATEGORY: Water Collection and Control Products for Community Infrastructure

SUPPLIER: Cascade Engineering, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cascade Engineering, Inc., 5175 36th St. SE, Grand Rapids, MI 49512 (Supplier).

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

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

**Article 1:
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 2, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 040825 to Participating Entities. In Scope solutions include:

All **Category 2** solutions will be available in **both** the United States and Canada for contract use.

1. **Category 2:** Temporary dams and water barriers **only**, such as:
 - a. Temporary and emergency dams;
 - b. Other water barriers of similar nature intended for controlling water; and,
 - c. Equipment, technologies, and services directly related to turnkey solutions for a. - b. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 25) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that Party's reasonable control. A Party defaulting under this provision must provide the other Party prompt written notice of the default.

Article 3: Supplier Obligations to Participating Entities

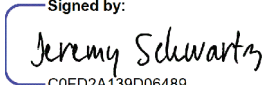
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.


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

Sourcewell

Cascade Engineering, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer

Date: 10/2/2025 | 7:31 AM CDT

DocuSigned by:

 6841F59CBF3A404...
 By: _____
 Scott D. Downer
 Title: Vice President of Cascade Cart Solutions

Date: 10/2/2025 | 5:21 AM PDT

RFP 040825 - Water Collection and Control Products for Community Infrastructure

Vendor Details

Company Name: Cascade Engineering, Inc.

Does your company conduct business under any other name? If yes, please state: Cascade Cart Solutions

Address: 5175 36th St SE
Attn: Sara Merrill - Buursma Plant
Grand Rapids, MI 49512

Contact: Matt Maes

Email: matt.maes@cascadeng.com

Phone: 507-514-1499

Fax: 616-975-4902

HST#: 38-2035180

Submission Details

Created On: Wednesday February 19, 2025 07:51:31

Submitted On: Tuesday April 08, 2025 16:06:06

Submitted By: Sara Merrill

Email: cascade.bids@cascadeng.com

Transaction #: b318f8a9-4ad1-4f07-b487-96342fcf91bc

Submitter's IP Address: 147.243.245.233

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Cascade Engineering, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Cascade Cart Solutions, a Cascade Engineering Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 1VKH6	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Code: 326199	
6	Proposer Physical Address:	5175 36th St SE, Grand Rapids, MI 49512	*
7	Proposer website address (or addresses):	www.cascadeng.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Scott D. Downer Vice President of Cascade Cart Solutions scott.downer@cascadeng.com (616)-560-1727	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matt Maes National Municipal Sales Manager matt.maes@cascadeng.com (507)-514-1499	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sara Merrill Municipal Contract Manager sara.merrill@cascadeng.com (616)-254-4162	*

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

Line Item	Question	Response *	
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Sustainability or business growth? Cascade Engineering's answer is "both-and!" Since our founding in 1973, sustainability has been both the right thing to do and good for business! At Cascade Engineering, we believe that sustainability drives innovation and growth across the three capitals that comprise the Triple Bottom Line - People, Planet and Profit.</p> <p>The Cascade Engineering family of companies is committed to:</p> <p>People: Continuously improving safety, morale and learning through employee improvement.</p> <p>Planet: Going beyond environmental compliance through improvements, prevention and protection.</p> <p>Profit: Exceeding customer expectations through continuous quality, cost, delivery, and management systems improvements.</p> <p>Cascade Engineering, Inc. (Cascade), based in Grand Rapids, Michigan, is a privately held, woman owned multi-business manufacturer supporting multiple brands. We manufacture for and market to a variety of industries including solid waste and recycling, automotive, furniture, and material handling. The common thread weaving our businesses together is a core expertise in large-part plastic injection molding.</p> <ul style="list-style-type: none"> • Cascade has 8 North American facilities. • Our facilities represent over 600,000 sq. ft. of building space with over 35 injection molding machines ranging in size from 500 ton to 9000 ton. • Cascade currently has over 400 employees. • Cascade's primary sales office is located in Grand Rapids, Michigan with satellite offices in Arizona, Florida, Massachusetts, Minnesota, and Washington. <p>Cascade Engineering and its Family of Companies hold many certifications including:</p> <ol style="list-style-type: none"> 1. WBE (Women's Business Enterprise) - Cascade Engineering is certified as a WBE with the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. 2. PRFC (Partners for a Racism Free Community) - The PRFC recognizes Cascade Engineering as a Credentialed Partner, their highest level of certification. 3. Multiple manufacturing certifications including: <ul style="list-style-type: none"> • IATF 16949:2016 (International Automotive Task Force) • ISO 14001:2015 (International Organization for Standardization) • ISO 9001:2015 (International Organization for Standardization) • ISO/IEC 17025:2017 (A2LA Accreditation) - Our dedicated, in-house team offers material analysis, problem solving, reverse engineering, development, testing, specification, selection, and replacement. 4. EcoVadis: As part of our commitment to society, our people and the environment, Cascade Engineering completes a thorough assessment of its business sustainability practices every year through EcoVadis, the global standard for business sustainability ratings. The EcoVadis assessment includes 21 sustainability criteria across four core themes: Environment, Labor & Human Rights, Ethics, and Sustainable Procurement. In our latest rating, which was completed in February, 2025, we earned a Bronze Medal, which places Cascade Engineering in the top 35% globally. <p>The common thread weaving our businesses together is a core expertise in large-part plastic injection molding. Cascade is excited to introduce our newest offering of portable flood barriers. Cascade's partner for portable flood barriers, NOAQ Flood Protection AB (NOAQ), was established in 1993 in Northern Sweden. After witnessing a major flood, NOAQ's founder, Sigurd Melin, was determined to find "a smarter way to fight floods than filling, carrying, and piling heavy sandbags." After decades of success and refinement, NOAQ developed the BW102 Boxwall version of their portable flood barriers. The BW102 Boxwall is a portable flood barrier system designed for rapid and scalable deployment on flat and firm surfaces with a damming height of 40 inches. These portable flood barriers can help defend property from being damaged, divert fast flowing surface water, and contain water (or any other liquid or dry material). The increasing demand for NOAQ's portable flood barriers throughout the world has led to this partnership between NOAQ and Cascade. Cascade is eager to begin the manufacturing of these crucial products and provide the opportunity of portable flood barriers to the United States.</p>
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12	What are your company's expectations in the event of an award?	Cascade carries a wealth of experience into the Sourcewell community with our previous and current contracts with our Cascade Cart Solutions team. It is our expectation, that our team will continue to deliver exceptional results, as we have with our past and current contracts (020613-CEI, 041217-CEI, 041521-CEI, and 120324-CEI). As we look ahead, we will use our Sourcewell Master Agreement expertise and extensive customer base to deliver outstanding performance for this new contract. To be successful, we will introduce both existing and new customers to Sourcewell and promote the benefits of cooperative purchasing while showcasing a new product for the North American market. Our teams will continue to take part in Sourcewell provided meetings and trainings, together with inviting our Sourcewell Supplier Development Executive to present to the entire Cascade Team at our national sales meeting.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Cascade Engineering and its Family of Companies have been in business for over 50 years. During those 50 years, we've withstood many worldly and national economic challenges while continuing to thrive in diverse industries, focusing on sustainability and business growth. In addition, we've included Cascade's D&B report.	*
14	What is your US market share for the Solutions that you are proposing?	NOAQ's portable flood barriers have been in production worldwide for over 30 years. While this is a relatively new product for North America, Cascade is looking forward to manufacturing products for NOAQ and utilizing our partnership to grow our US share in the portable flood barriers market.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Cascade is continually seeking opportunities in the Canadian market and will continue to focus on this market area. If awarded a contract, we will work cooperatively with Sourcewell to enhance our presence in this North American sector.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Cascade has never filed for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Cascade Engineering, located in Grand Rapids, MI, is best described as a manufacturer. As a diverse manufacturer, we benefit from the combined efforts of the entire corporation. Being part of this established manufacturing company, operating for more than 50 years in multiple verticals, we have the advantage of leveraging expertise from centralized departments and supplier relationships. These business efficiencies are extended to our customer relationships.</p> <p>The increasing demand for NOAQ's portable flood barriers throughout the world has led to a new partnership between NOAQ and Cascade. Cascade is eager to begin manufacturing these crucial products in the United States and distributing portable flood barriers to the North American market.</p> <p>Cascade has a strong relationship with its sales/service force and distributor network. The Vice President of Sales and National Municipal Sales Manager communicate with team members on a daily basis to discuss opportunities, scheduling, and any concerns/challenges they may have. Members of our sales/service force are employees of Cascade Engineering, Inc. Cascade has an extensive distributor network throughout the United States and Canada. These distributors are not employees of Cascade Engineering; they are independently owned and operated businesses and work with the Regional Sales Manager in their territory to manage their customer base.</p> <p>The Cascade team and our distributor network work together to provide the best products, services and value to our customers via our Sourcewell Master Agreement.</p>	*

18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>As a leader in manufacturing, Cascade believes industry and business certifications are essential. For this reason, Cascade holds the following certifications:</p> <ol style="list-style-type: none"> 1. WBE (Women's Business Enterprise) - Cascade Engineering is certified as a WBE with the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain. 2. PRFC (Partners for a Racism Free Community) - The PRFC recognizes Cascade Engineering as a Credentialed Partner, their highest level of certification. We're proud to be the only Michigan manufacturer with this designation. 3. EcoVadis: As part of our commitment to society, our people and the environment, Cascade Engineering completes a thorough assessment of its business sustainability practices every year through EcoVadis, the global standard for business sustainability ratings. The EcoVadis assessment includes 21 sustainability criteria across four core themes: Environment, Labor & Human Rights, Ethics, and Sustainable Procurement. In our latest rating, which was completed in February, 2025, we earned a Bronze Medal, which places Cascade Engineering in the top 35% globally. 4. IATF 16949:2016 (International Automotive Task Force) - Cascade Engineering is dedicated to providing quality product to customers through standardized systems and exceeding customer specific requirements. 5. ISO 14001:2015 (International Organization for Standardization) - With constant dedication to our environment, we manage environmental progress and initiatives through our Environmental Management System (EMS), which is accredited to ISO 14001:2015 Standards. 6. ISO 9001:2015 (International Organization for Standardization) - Our Quality management system is in conformance with the International Quality System Standard ISO 9001:2015. 7. ISO/IEC 17025:2017 (A2LA Accreditation) - Our dedicated, in-house team offers material analysis, problem solving, reverse engineering, development, testing, specification, selection, and replacement. From our A2LA accredited laboratory, Cascade Engineering's Materials Engineering Group (MEG) works with spectroscopy, microscopy, mechanical and thermal analysis equipment to formulate ideal material solutions. <p>In addition to the above certifications, Cascade Engineering has a number of design and technology patents both issued and pending.</p> <p>Additionally, NOAQ holds the following certifications:</p> <ol style="list-style-type: none"> 1. Recyclability – NOAQ confirms that the material used in the BW102 products is polypropylene (PP), a high-quality thermoplastic known for its durability and environmental benefits. PP is fully recyclable, making it a sustainable choice that supports waste reduction and resource efficiency. 2. Boxwall Overtopping – NOAQ's boxwalls are able to withstand water levels corresponding to the barriers physical damming ability plus 5 cm (over topping), which is 100+5 cm for the BW102 model and 50+5 cm for the BW52 model. 3. Boxwall Salt Water Resistance – NOAQ's boxwalls are resistant to salt water. This includes all materials and components that build up the system. <p>In addition to the above certifications, NOAQ Flood Protection AB has a number of design and technology patents.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Cascade has no current or past debarments or suspensions.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Cascade has been honored to receive numerous awards that recognize our commitment to innovation, sustainability and excellence. Cascade has earned these awards by staying true to our founding principles of People, Planet, Profit.</p> <p>2024:</p> <ul style="list-style-type: none"> • University of Vermont Multi-Generation Family Enterprise Award • Christina Keller named Crain's Grand Rapids GR200 Most Influential Leaders • NewsWeek one of America's Greatest Workplaces for Mental Wellbeing • EcoVadis Bronze Sustainability Rating • Christina Keller, CEO of Cascade Engineering, Inc. named one of 50 most influential women in West Michigan <p>2023:</p> <ul style="list-style-type: none"> • Outstanding Corporate Partner Award from the American Cancer Society • SPE (Society of Plastics Engineers) Body Interior Innovation Award • SPE (Society of Plastics Engineers) Grand Award • Certified B Corporation – Score of 82 <p>2022:</p> <ul style="list-style-type: none"> • General Motors Supplier Quality Excellence Award (SQEA) • GVU Foundation Leadership Award (Christina Keller) • Global Trailblazer Award from UBQ Materials • Certified B Corporation – Score of 82 <p>2021:</p> <ul style="list-style-type: none"> • Herman Miller Gold Supplier Award • Institute of Scrap Recycling Industries (ISRI) Design for Recycling Award for EcoCart • Inducted into Sustainable Business Hall of Fame • General Motors Supplier Quality Excellence Award (SQEA) • Certified B Corporation – Score of 141 • Award of Recycling Excellence – Michigan Recycling Coalition <p>2020:</p> <ul style="list-style-type: none"> • Christina Keller, CEO of Cascade Engineering, Inc. named one of 50 most influential women in West Michigan • Fred Keller, Founder and Chairman of the Board of Cascade Engineering, Inc. received the MSW Management's Legacy Award • Herman Miller Gold Supplier Award <p>Additional awards & nominations that NOAQ has earned include:</p> <ul style="list-style-type: none"> • 2023: Social Actor of the Year Award in the Innovation Category in Sweden Finalist • 2023: Standardization Prize Award Finalist • 2022: Excellence in Innovation Award • 2021: Quality Innovation Award, Sweden • 2021: Quality Innovation Award, China • 2021: Boxwall nominated for Most Innovative Product Novelty 	*
21	What percentage of your sales are to the governmental sector in the past three years?	In the past 3 years, approximately 35% of Cascade's annual sales are to the governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years?	In the past 3 years, approximately 3% of Cascade's annual sales are to the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Cascade is an awarded vendor on the following national and regional cooperative purchasing contracts with the following annual sales volumes for the past three years (2022-2024):</p> <p>Sourcewell</p> <p>2024 - \$7,408,545 2023 - \$9,266,994 2022 - \$6,009,787 Three Year Total - \$22,685,326</p> <p>Massachusetts Dept. Environmental Protection</p> <p>2024 - \$1,293,900 2023 - \$1,478,886 2022 - \$2,366,683 Three Year Total - \$5,139,469</p> <p>Houston-Galveston Area Council of Governments</p> <p>2024 - \$685,091 2023 - \$539,233 2022 - \$772,088 Three Year Total - \$1,996,412</p>	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cascade Engineering does not hold any GSA or Standing Offers and Supply Arrangements.	*
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Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Cascade is thrilled to introduce this new product for the North American market. Although we cannot provide any portable flood barrier references that could be potential Sourcwell participating entities, Cascade has a longstanding history with Sourcwell and would like to provide references that can speak to their relationship with Cascade. Additionally, we would like to highlight a few success stories provided by NOAQ, our partner for portable flood barriers. Please see the attached document with these success stories.	See below.	See below.	*
City of Grand Rapids, MI	James Hurt	616-456-3312	*
City of Chicago, IL	Chris Sauve	312-774-4616	*
City of West Allis, WI	Tim Last	414-391-6381	

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Cascade's sales team is led by our Vice President and National Municipal Sales Manager. Supporting team members also include:</p> <ul style="list-style-type: none"> • Municipal Contract Manager • Seven Regional Sales Managers • Four Customer Relations Team Members • Distributor Network <p>Our team is ready to deliver exceptional results to the Sourcwell participating entities across the United States and Canada. Our primary sales and Customer Relations offices are based in Michigan. Our Regional Sales Managers and distributor offices are located across the United States and Canada.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Cascade has a growing distributor network throughout the United States and Canada to support the Sourcwell participating entities. A Cascade distributor has access to the full suite of Cascade's products and services available on the Sourcwell Master Agreement with the ability to inventory product, sell, and distribute to Sourcwell participating entities. Additionally, our distributors are invited to attend local and regional trainings, with their Cascade Regional Sales Manager, that are provided by Sourcwell. Some of our distributor locations include: Quebec, Arizona, Connecticut, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Missouri, New Jersey, New York, Nebraska, North Dakota, Ohio, Pennsylvania, South Dakota, Texas, and Washington.	*

28	Service force.	<p>Cascade directly employs the following full-time sales/service personnel located at the manufacturing facility in Grand Rapids, MI. This group works together to manage products and process orders.</p> <ul style="list-style-type: none"> • Products & Services Group: <ul style="list-style-type: none"> o Customer Relations Supervisor o Customer Relations Team Members • Scheduling & Logistics Team: <ul style="list-style-type: none"> o Scheduler o Logistics/Traffic Manager o Traffic Coordinator o Shipping & Receiving Lead & Shipping/Receiving Technicians • Technology Group – A technology team with expertise in the following areas: <ul style="list-style-type: none"> o Product Development o Business Development o Project Leader o Business Analyst o Marketing Analyst • Operations Group – A services team comprised of the following individuals: <ul style="list-style-type: none"> o Operations Manager o Sales Manager o Quality Engineer <p>Cascade utilizes multiple distributors throughout the U.S. and Canada, each employing their own sales team. Cascade will attend sales meetings at the distributor locations to promote our Sourcewell Master Agreement.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sourcewell participating entities can submit order requests through all sales channels – Cascade Regional Sales Manager; Cascade Customer Relations Team Member or Cascade's Distributor Network. Cascade's Regional Sales Managers, Distributors, and Customer Relations Team work together to ensure the customer's needs are met in a timely manner. Here is a general outline of the order process when an inquiry is submitted by a Sourcewell participating entity:</p> <ol style="list-style-type: none"> 1. Cascade team member prepares a quotation based on the product(s) requested, then sends the quote to the Sourcewell participating entity. 2. Sourcewell participating entity submits either a written PO or a signed quotation to Cascade. 3. The order is sent to Cascade's manufacturing team for scheduling & production. 4. BW102 Products are produced and normally ship within 2 weeks after receipt of order. 5. Cascade logistics team contacts Sourcewell participating entity to schedule delivery. 6. Order is delivered to Sourcewell participating entity. 7. Sourcewell participating entity is invoiced.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At Cascade, we take pride in what we do and the customers we do it for. Our customer service program is designed to deliver the highest quality support, ensuring customer satisfaction at every step.</p> <p>When a customer makes an initial inquiry, warranty or otherwise, whether to a Regional Sales Manager or to a Customer Relations Team Member, the process is as follows:</p> <ul style="list-style-type: none"> • The Customer inquiry is acknowledged within one business day. <ul style="list-style-type: none"> o Standard requests such as shipment and product updates are addressed within 24 hours. o For complex cases that require additional resources such as the quality team, engineering, etc., the customer will be updated on the progress until the matter is resolved – typically within 24 - 48 hours. <ul style="list-style-type: none"> • Collaborate with the proper teams on a resolution; communicate with the customer and enact the plan. • Follow up with the customer to ensure the inquiry is properly resolved and the customer is satisfied. <p>As a manufacturer of our own product lines, we have the ability to control our own supply chain and component lead times. Additionally, Cascade employees follow our quality policy manual to ensure that all products are being manufactured to the highest standards. As an incentive to make high quality products, Cascade offers a Cost of Quality / Continuous Improvement (COQ/CI) program to its employees. By manufacturing our own products, this allows us to control product quality and help prevent large warranty claims.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Cascade strives, day after day, to manufacture products that go above and beyond and we are fully committed to providing high-quality products and exceptional services to all Sourcewell participating entities in the United States. As part of one of four current business units within the Family of Companies, we benefit from the combined efforts of the entire corporation. Being part of this established manufacturing company, operating for more than 50 years in multiple verticals, we have the advantage of leveraging expertise from centralized departments and supplier relationships.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Cascade strives, day after day, to manufacture products that go above and beyond and we are fully committed to providing high-quality products and exceptional services to all Sourcewell participating entities in Canada. As part of one of four current business units within the Family of Companies, we benefit from the combined efforts of the entire corporation. Being part of this established manufacturing company, operating for more than 50 years in multiple verticals, we have the advantage of leveraging expertise from centralized departments and supplier relationships.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Cascade will fully service all geographic areas of the United States and Canada through this proposed Master Agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Cascade will fully service all Sourcewell participating entity sectors through this proposed Master Agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Cascade does not have any specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska, and in US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Cascade will extend the terms of our awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The Cascade marketing plan will utilize traditional and modern marketing techniques to effectively promote the Sourcewell Master Agreement. Key components of our plan will include:</p> <ul style="list-style-type: none"> National Trade Shows <ul style="list-style-type: none"> Attend multiple national tradeshows displaying the Sourcewell banners and promoting Sourcewell marketing materials in our booth. Regional Trade Shows <ul style="list-style-type: none"> Regional Sales Managers attend regional tradeshows displaying the Sourcewell banners and promoting Sourcewell marketing materials in our booth. Social Media <ul style="list-style-type: none"> LinkedIn, Facebook, and YouTube Digital Media <ul style="list-style-type: none"> Direct links to Sourcewell on our Cascade Website Email Marketing <ul style="list-style-type: none"> Sourcewell is included in the footer of Cascade employee email signatures. Direct email marketing blasts Advertising and promoting Sourcewell in industry publications 	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Engaging our social media channels will be a crucial part of our marketing strategy in promoting the Sourcewell Master Agreement. Platforms such as Facebook and LinkedIn will be used to highlight our products, services and Sourcewell Master Agreement. In addition to Facebook and LinkedIn, we use digital ads: email blasts and direct links on the Cascade website.</p> <p>To track this data, Cascade uses Google Analytics, GA4, to track data so that we can make informative decisions on future digital media marketing campaigns.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell's role in promoting the resulting Master Agreement from this RFP should be to communicate the award of the Master Agreement to all current participating entities via the Sourcewell website, emails, or social media announcements.</p> <p>At Cascade, our expectation is that the integration of the Sourcewell Master Agreement will be seamless, as the Cascade Sales Team is very familiar with Sourcewell and its benefits.</p> <p>The National Municipal Sales Manager and Vice President of Sales will continue to:</p> <ul style="list-style-type: none"> Promote and re-emphasize the benefits of utilizing Sourcewell Encourage both Cascade team members as well as our sales partners to attend Sourcewell trainings such as "Sourcewell University" Work with our Sourcewell Supplier Development Executive on other ways Cascade can be better utilizing the power of the Sourcewell Master Agreement 	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Cascade currently does not use an e-procurement ordering system. Sourcewell participating entities can browse products online with Buy Sourcewell. Orders can be submitted to Cascade in a variety of ways, including email, fax, and mail.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As needed, Cascade will provide training on its line of portable flood barrier products offered in our response.	*

42	Describe any technological advances that your proposed Solutions offer.	<p>At Cascade, we believe that sustainability drives innovation, and the technologies that we support allow our customers to become more sustainable.</p> <p>Deployment Speed:</p> <ul style="list-style-type: none"> • 1 BW102 Boxwall (40 inch damming height) can dam the same amount of space as 144 sandbags. • In a timed study to install 100 meters of the BW102 Boxwall, the installation was completed within 1 hour while using only 2 people. While still using 2 people, it took over 36 hours to install 100 meters worth of sandbags at the same damming height. • In conclusion, using our portable flood barrier system can save a tremendous amount of time during installation, allowing your assets to be protected faster. <p>Reusability:</p> <ul style="list-style-type: none"> • Sandbags can be rendered unusable through either contamination or easy degradation. However, our portable flood barriers can be easily cleaned, and with proper care & storage, they are able to be reused over and over again. <p>Material Selection:</p> <ul style="list-style-type: none"> • Our portable flood barriers are manufactured from a special formulation of Polypropylene (PP). • PP exhibits superior resistance to chemicals, particularly oils. • Our special formulation of PP offers superior heat resistance compared to other materials. • The elasticity of PP far surpasses that of other materials. This characteristic is crucial in applications such as our straight boxwalls, where our PP can withstand bending significantly more times before failure. This higher fatigue resistance ensures our products can endure recurring stresses over time without compromising their integrity. <p>Deployment Plan:</p> <ul style="list-style-type: none"> • Deployment plan services are available to assist in planning how many pieces of each boxwall type will be needed for a particular project. 	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Green initiatives fall right in line with Cascade's founding principles of People, Planet, Profit. Cascade's green initiatives include:</p> <ul style="list-style-type: none"> • Material Selection – Our portable flood barriers are manufactured from a special formulation of PP. By using PP, our products have a superior resistance to chemicals and oils and have a superior heat resistance. This results in a more durable product with a potentially longer lifespan. • Freight Reduction – Cascade works with a variety of freight partners to consolidate small loads from shipping individually to shipping together on one truck. This reduces the number of trucks on the road, fuel consumption, and CO2 emissions. • Recycled Material Content – Sustainability is at the core of what we do. Cascade is currently developing a plan to incorporate recycled material in our portable flood barriers. The goal of this would be to find a suitable level of recycled content that promotes a circular economy while still upholding the durability and quality that our products are known for. • Zero Waste to Landfill Organization since 2010. All Cascade locations are zero waste to landfill. • EcoVadis Rated from 2024-present. The EcoVadis assessment includes 21 sustainability criteria across four core themes: Environment, Labor & Human Rights, Ethics, and Sustainable Procurement. In our latest rating, which was completed in February, 2025, Cascade earned a Bronze Medal. This places Cascade in the top 35% globally. • Certified B Corporation from 2011-2023. This is certified by B Lab, a non-profit for businesses. 	*

44	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Cascade believes that industry and business certifications are important in being a leader in manufacturing. For this reason, Cascade holds the following certifications:</p> <ul style="list-style-type: none"> • EcoVadis – As part of our commitment to society, our people and the environment, Cascade Engineering completes a thorough assessment of its business sustainability practices every year through EcoVadis, the global standard for business sustainability ratings. The EcoVadis assessment includes 21 sustainability criteria across four core themes: Environment, Labor & Human Rights, Ethics, and Sustainable Procurement. In our latest rating, which was completed in February, 2025, we earned a Bronze Medal, which places Cascade Engineering in the top 35% globally. • IATF 16949:2016 (International Automotive Task Force) Certified – Cascade Engineering is dedicated to providing quality product to customers through standardized systems and exceeding customer specific requirements. • ISO 14001:2015 (International Organization for Standardization) Certified – With constant dedication to our environment, we manage environmental progress and initiatives through our Environmental Management System (EMS), which is accredited to ISO 14001:2015 Standards. • ISO 9001:2015 (International Organization for Standardization) Certified – Our Quality management system is in conformance with the International Quality System Standard ISO 9001:2015. • ISO/IEC 17025:2017 Certified (A2LA Accreditation) – Our dedicated, in-house team offers material analysis, problem solving, reverse engineering, development, testing, specification, selection, and replacement. From our A2LA accredited laboratory, Cascade Engineering's Materials Engineering Group (MEG) works with spectroscopy, microscopy, mechanical and thermal analysis equipment to formulate ideal material solutions.
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45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Cascade's Family of Companies serves a myriad of industries, but shares a cross-functional mindset.</p> <p>This means the people innovating for the automotive, furniture, and material handling industries also share their best ideas with our team. These include manufacturing processes, sustainable strategies, business efficiencies, and emerging technologies. By applying shared ideas where they make sense, we empower your business in remarkable ways.</p> <p>The following unique attributes differentiate Cascade & NOAQ from other portable flood barrier manufacturers:</p> <ul style="list-style-type: none"> • WBE Certified (Women Business Enterprise) – Cascade is a certified M/WBE manufacturer in the United States. This is a vehicle that allows Sourcewell participating entities to meet their M/WBE requirements and goals. • EcoVadis – As part of our commitment to society, our people and the environment, Cascade Engineering completes a thorough assessment of its business sustainability practices every year through EcoVadis, the global standard for business sustainability ratings. The EcoVadis assessment includes 21 sustainability criteria across four core themes: Environment, Labor & Human Rights, Ethics, and Sustainable Procurement. In our latest rating, which was completed in February, 2025, we earned a Bronze Medal. This places Cascade Engineering in the top 35% globally. • Deployment Speed: <ul style="list-style-type: none"> o 1 BW102 Boxwall (40 inch damming height) can dam the same amount of space as 144 sandbags. o In a timed study to install 100 meters of the BW102 Boxwall, the installation was completed within 1 hour while using only 2 people. While still using 2 people, it took over 36 hours to install 100 meters worth of sandbags at the same damming height. o In conclusion, using our portable flood barrier system can save a tremendous amount of time during installation, allowing your assets to be protected faster. • Reusability: <ul style="list-style-type: none"> o Sandbags can be rendered unusable through either contamination or easy degradation. However, our portable flood barriers can be easily cleaned, and with proper care & storage, they are able to be reused over and over again. • Material Selection: <ul style="list-style-type: none"> o Our portable flood barriers are manufactured from a special formulation of Polypropylene (PP). o PP exhibits superior resistance to chemicals, particularly oils. o Our special formulation of PP offers superior heat resistance compared to other materials. o The elasticity of PP far surpasses that of other materials. This characteristic is crucial in applications such as our straight boxwalls, where our PP can withstand bending significantly more times before failure. This higher fatigue resistance ensures our products can endure recurring stresses over time without compromising their integrity. • Product Certifications: <ul style="list-style-type: none"> o Recyclability– NOAQ confirms that the material used in the BW102 products is polypropylene (PP), a high-quality thermoplastic known for its durability and environmental benefits. PP is fully recyclable, making it a sustainable choice that supports waste reduction and resource efficiency. o Boxwall Overtopping– NOAQ's boxwalls are able to withstand water levels corresponding to the barriers physical damming ability plus 5 cm (over topping), which is 100+5 cm for the BW102 model and 50+5 cm for the BW52 model. o Boxwall Salt Water Resistance– NOAQ's boxwalls are resistant to salt water. This includes all materials and components that build up the system. • ISO 9001:2015 – Cascade Engineering is ISO9001 registered, which is a standardized quality system recognized internationally and ensures quality products, timely delivery, and superior service. Additionally, Cascade was the first U.S. based cart manufacturer to be ISO9001 registered. • ISO 14001:2015 – We manage environmental progress and initiatives through our Environmental Management System which is accredited to ISO14001 standards. • ISO/IEC 17025:2017 (A2LA Accreditation) – Our dedicated, in-house team offers material analysis, problem solving, reverse engineering, development, testing, specification, selection, and replacement. From our A2LA accredited laboratory, Cascade Engineering's Materials Engineering Group (MEG) works with spectroscopy, microscopy, mechanical and thermal analysis equipment to formulate ideal material solutions.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Cascade Engineering is certified as a WBE with the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain.	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade is not a certified MBE.	*
48		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cascade Engineering is certified as a WBE with the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain.	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade is not a certified DOBE.	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade is not a certified VBE.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade is not a certified SDVOB.	*
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade is not a certified SBE.	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade is not a certified SDB.	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade is not a certified WOSB.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Cascade's payment terms are net 45 days. Acceptable payment methods include check, ACH transfer, or credit card through the CASCADENGPAYNOW portal (fees may apply).	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Cascade, together with our partner NCL Government Capital (NCL), offer flexible leasing and financing options tailored specifically for educational and governmental entities, providing budget-friendly solutions to meet their unique needs. While funding isn't always available, partnering with NCL allows agencies to get the equipment they need now through manageable installment payments that come from their operating budget.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	When an inquiry is submitted by a Sourcewell participating entity, a Cascade team member will prepare a quotation based on the product(s) requested. This quote is then sent to the Sourcewell participating entity. After the products are manufactured and the order has been delivered, an invoice is generated and sent to the Sourcewell participating entity.	*

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Cascade accepts the P-card procurement system and payment process at no additional cost to Sourcewell participating entities.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>We have provided a detailed price list for all products and services that is arranged in three sections:</p> <ol style="list-style-type: none"> 1. Boxwall pieces 2. Accessories 3. Deployment Plan <p>Our line item pricing is a ceiling price model that gives us the flexibility to price competitively while allowing our distributor network to utilize the Sourcewell Master Agreement. There is not a SKU system.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Cascade's price discounts range from 5% to 20%.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Cascade will offer quantity or volume discounts based on the scope, size, and parameters of individual projects.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Cascade will quote sourced products and/or services at the time of order. Freight charges will be passed along to participating entities at Cascade's cost.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pricing does not include freight or unloading of product. When freight is included in the quote it will only include delivery to the customer's dock or location and does not include unloading. When quoting freight and the optional assembly and delivery pricing, then products would qualify for "Total Cost of Acquisition".	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Pricing quoted for Sourcewell participating entities is freight on board (FOB) manufacturer. Cascade partners with multiple freight and shipping carriers, thus allowing us to find the most competitive and timely shipping option for our customers. Once an order is produced, the shipping carrier contacts customer to schedule a delivery date and time. Once the carrier delivers the product, the customer is invoiced for both the product and the freight.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Pricing quoted for Sourcewell participating entities is freight on board (FOB) manufacturer. Cascade partners with multiple freight and shipping carriers, thus allowing us to find the most competitive and timely shipping option for our customers. For example, long-haul shipments to Alaska may be shipped by rail or tractor-trailer. Cascade's logistics team will seek the most cost effective and timely rate that meets the participating entities' needs.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Cascade works with a variety of freight partners to consolidate small loads from shipping individually to shipping together on one truck. This reduces the number of trucks on the road, fuel consumption, and CO2 emissions.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>If awarded a Master Agreement, the management and administration of the contract will be the responsibility of the National Municipal Sales Manager. They will be responsible for:</p> <ul style="list-style-type: none"> • Assisting in and providing quotes to the sales team and customers based on Sourcewell Master Agreement pricing. • Working closely with the Municipal Contract Manager to ensure accurate reporting and submission of required Quarterly Sales Reports. • Authorizing Cascade's Accounting Department to remit payment of administrative fees to Sourcewell. • Monitoring product line offerings and pricing and submitting Product and Price Change Requests for approval as necessary. <p>As a past and current contract awarded vendor, Cascade has met all the requirements of reporting and payment per our contract and has not been negligent on any reporting.</p>	*

68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	A few examples of how Cascade will measure success with the Sourcewell Master Agreement are: <ul style="list-style-type: none"> • Leads generated from Sourcewell target marketing. • Leads converted to successful Sourcewell participating entity sales. • Quarterly Sourcewell sales reports. 	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Cascade proposes to pay a 2% administrative fee to Sourcewell on products and services purchased under the Sourcewell Master Agreement. Cascade would like the opportunity to negotiate with Sourcewell a reduced administrative fee for larger opportunities.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Unless contractually obligated otherwise.	*

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

Line Item	Question	Response *	
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71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Cascade's main offerings for this RFP are the boxwall pieces that are used to create our portable flood barrier systems. These include:</p> <p>40" Straight Boxwall:</p> <ul style="list-style-type: none"> • The 40" Straight Boxwall is a free-standing and self-anchoring portable flood barrier. It is specifically designed for rapid deployment on relatively flat and firm surfaces like cement and asphalt, but it also works well on grass. • It is self-anchoring and can dam floodwaters up to 40 inches high. It is automatically ballasted by the weight of the floodwater itself. The higher the water rises, the harder the barrier is pressed against the ground. • This portable flood barrier system requires no tools to assemble. Assembling is done using a tongue and groove coupling mechanism at the front edge of each piece and a locking pin mechanism at the top edge of each piece. This easy two step assembly process makes the boxwalls fast to deploy. Two people can build 100 meters (328 ft) of Boxwall per hour. • The pieces are stackable and compact in design. This allows for efficient storage and transportation. <p>40" Inward Corner:</p> <ul style="list-style-type: none"> • Each corner piece has an angle of 30°, meaning that 3 corner pieces connected will form a 90° angle. • Corner pieces connect easily with straight boxwall pieces using the same assembly process. Inserting corner pieces at appropriate positions in your portable flood barrier system will enable it to adapt to the landscape and avoid obstacles along the flood defense line. • Inward corner pieces can be used to make temporary containment basins (pools) for storing water or any type of liquid or dry material. By connecting 12 inward corners you will get a circular pool. Any size or shape pool can be built by inserting straight boxwall pieces. Attaching a liner to the inside of the pool will make it watertight. <p>40" Outward Corner:</p> <ul style="list-style-type: none"> • Each corner piece has an angle of 30°, meaning that 3 corner pieces connected will form a 90° angle. • Corner pieces connect easily with straight boxwall pieces using the same assembly process. Inserting corner pieces at appropriate positions in your portable flood barrier system will enable it to adapt to the landscape and avoid obstacles along the flood defense line. • Outward corner pieces can also be used to protect a single object such as a building or vehicle from flood damage. To surround the object, 12 total outward corner pieces would be needed as well as an appropriate number of straight boxwall pieces for the sides of the object you wish to protect. <p>40" Right-Hand Gable:</p> <ul style="list-style-type: none"> • Boxwall gables enable the portable flood barrier system to pass a low vertical drop or step up, such as a curb, step, or other raised platform. • A right-hand gable and left-hand gable are used together as a pair by being screwed together at staggered heights to accommodate for the height change that the portable flood barrier system is being placed over. • The gables are not primarily used to connect a Boxwall to a wall or building, as they often have irregular surfaces. Another problem is when the ground slopes at an angle that is not 90°. For this purpose, a wall connector piece would be more suitable. <p>40" Left-Hand Gable:</p> <ul style="list-style-type: none"> • Boxwall gables enable the portable flood barrier system to pass a low vertical drop or step up, such as a curb, step, or other raised platform. • A right-hand gable and left-hand gable are used together as a pair by being screwed together at staggered heights to accommodate for the height change that the portable flood barrier system is being placed over. • The gables are not primarily used to connect a Boxwall to a wall or building, as they often have irregular surfaces. Another problem is when the ground slopes at an angle that is not 90°. For this purpose, a wall connector piece would be more suitable. <p>All of these products are also offered in a shorter, 20" version.</p>
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72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>In addition to the products and solutions offered in Answer 71, subcategories of solutions would be considered:</p> <p>Accessories:</p> <ul style="list-style-type: none"> Storm Anchor <ul style="list-style-type: none"> A storm anchor is a container/basin designed specifically to fit with the grooves of a straight boxwall piece. Many storms come in rapidly by way of wind, surge, rain, and flood. The storm anchor, combined with the boxwall BW102, allows your team to fight back against winds up to 100 miles per hour. Once filled with water, this storm anchor acts as exactly that- an anchor to protect your civil utilities for when storms with extreme winds are approaching. By setting up the portable flood barriers and storm anchors together, teams can quickly and safely get out of harm's way before storms arrive. 40" Wall Connector <ul style="list-style-type: none"> A boxwall can easily be connected to a wall or building by using a wall connector. The connection can be perpendicular, at an oblique angle, or with the boxwall parallel to the wall. However, the connection must be made so that the rear wall of the boxwall comes closest to the building. The wall connector is made of reinforced PVC foil and is designed for one end to cover the closest boxwall with the other end of the wall connector being mounted to the building or wall. The wall connector is foldable for various connection angles, and a storm anchor is used to hold the PVC foil down in place. <p>Deployment Plan:</p> <ul style="list-style-type: none"> Deployment plan services are available to assist in planning how many pieces of each boxwall type will be needed for a particular project. 	*
73	What levels of service (material only, turnkey, other) are being proposed?	The BW102 boxwalls are an out of the box turnkey solution manufactured, sold, and shipped by Cascade Engineering. Additionally, accessories and custom deployment plan services are also available.	*

Table 7B: CATEGORY 1A: Water Collection and Control Products - United States ONLY - Proposers must submit in Category 1 OR Category 2 NOT both - Category 1 responders MAY include Category 2 solutions in their response

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

Line Item	CATEGORY 1A	Requested Equipment	Offered *	Comments	
74	Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure	Culverts	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade does not offer culverts at this time.	*
75		Manholes and covers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade does not offer manholes and covers at this time.	*
76		Piping and valves	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade does not offer piping and valves at this time.	*
77		Equipment, technologies, and services directly related to turnkey solutions for offering in 74-76 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade does not offer equipment, technologies, and services directly related to turnkey solutions for offering in 74-76 above at this time.	*

Table 7C: CATEGORY 1B: Water Collection and Control Products - United States AND Canada - Proposers must submit in Category 1 OR Category 2 NOT both - Category 1 responders MAY include Category 2 solutions in their response

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

Line Item	CATEGORY 1B	Requested Equipment	Offered *	Comments	
78	Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure	Aerators and storage tanks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade does not offer aerators and storage tanks at this time.	*
79		Equipment, technologies, and services directly related to turnkey solutions for offering in 78 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	Cascade does not offer equipment, technologies, and services directly related to turnkey solutions for offering in 78 above at this time.	*

Table 7D: CATEGORY 2: Temporary Dams and Water Barriers - United States AND Canada - Category 2 responders may ONLY offer temporary dams, water barriers and related solutions

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

Line Item	CATEGORY 2	Requested Equipment	Offered *	Comments	
80	Temporary dams and water barriers ONLY	Temporary and emergency dams	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cascade is offering temporary and emergency dams.	*
81		Other water barriers of similar nature intended for controlling water	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cascade is offering other water barriers of similar nature intended for controlling water.	*
82		Equipment, technologies, and services directly related to turnkey solutions offered above in 80-81	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cascade is offering equipment, technologies, and services directly related to turnkey solutions offered above in 80-81.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Cascade Pricing - Sourcewell 04-25.pdf - Tuesday April 08, 2025 15:53:16
- [Financial Strength and Stability](#) - Cascade Financial Strength & Stability - Sourcewell 04-25.pdf - Tuesday April 08, 2025 15:53:31
- [Marketing Plan/Samples](#) - Cascade Marketing Plan & Samples - Sourcewell 04-25.pdf - Tuesday April 08, 2025 15:53:52
- [WMBE/MBE/SBE or Related Certificates](#) - Cascade Certifications - Sourcewell 04-25.pdf - Tuesday April 08, 2025 15:54:41
- [Standard Transaction Document Samples](#) - Cascade Standard Transaction Documents - Sourcewell 04-25.pdf - Tuesday April 08, 2025 15:55:15
- [Upload Additional Document](#) - Cascade Flood Barriers Success Stories and Case Study 04-25.zip - Tuesday April 08, 2025 15:56:26
- [Requested Exceptions](#) - Cascade Requested Exceptions - Sourcewell 04-25.pdf - Tuesday April 08, 2025 15:54:55

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Scott Downer, Vice President - Cascade Cart Solutions, Cascade Engineering, Inc.

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Water_Collection_Control_Products_RFP_040825 Thu March 20 2025 03:58 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Water_Collection_Control_Products_RFP_040825 Mon March 17 2025 02:04 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Water_Collection_Control_Products_RFP_040825 Thu March 6 2025 03:46 PM	<input checked="" type="checkbox"/>	1
Amendment_1_Water_Collection_Control Products_RFP 040825 Thu February 20 2025 01:32 PM	<input checked="" type="checkbox"/>	1