

**MASTER AGREEMENT # 040825****CATEGORY: Water Collection and Control Products for Community Infrastructure****SUPPLIER: Core and Main, LP**

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 Core and Main, LP, 1830 Craig Park Court, St. Louis, MO 63146 (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:
1. **Category 1A:** For **United States only** contract use. **All** Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure, such as:
    - a. Culverts;
    - b. Manholes and covers;
    - c. Piping and valves; and,
    - d. Equipment, technologies, and services directly related to turnkey solutions a.-c. above.
  2. **Category 1B.** For **both United States and Canada** contract use. **All** Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure, such as:
    - a. Aerators and storage tanks; and,
    - b. Equipment, technologies, and services directly related to turnkey solutions in a. above.
- Category 1** responders **MAY** include **Category 2** temporary dams, water barriers and related solutions for both United States and Canada contract use in their response.
- 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 Sourcwell 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 to the extent of and subject to the limitations in the applicable manufacturer's warranty. Supplier shall pass through all manufacturers' warranties to the Participating Entity. As a distributor, Supplier disclaims all other warranties, including implied warranties of merchantability and fitness for purpose.

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

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions, which shall apply to the extent disclosed to and agreed by Supplier prior to execution of any agreement between Supplier and Participating Entity. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list

applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
  
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
  
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated

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

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

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

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

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

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after

grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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

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

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

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

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

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



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

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

- Maintenance and management of this Agreement;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities



utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

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

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent or wrongful act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured

under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection,

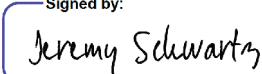
acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually agreed. 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

Core and Main, LP

Signed by:



C0FD2A139D06489...

By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 10/2/2025 | 7:14 PM CDT

Signed by:



A824358F379E4B8...

By: \_\_\_\_\_

Josh Ordway

Title: Senior Sales Manager

Date: 10/2/2025 | 3:08 PM CDT



# RFP 040825 - Water Collection and Control Products for Community Infrastructure

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## Vendor Details

Company Name: Core and Main, LP

Does your company conduct business under any other name? If yes, please state: No

Address: 1830 Craig Park Court  
St. Louis, MO 63146

Contact: Josh Ordway

Email: joshua.ordway@coreandmain.com

Phone: 315-720-0671

HST#: 03-0550887

## Submission Details

Created On: Thursday February 20, 2025 16:19:52

Submitted On: Tuesday April 08, 2025 12:02:59

Submitted By: Morgan Basinger

Email: morgan.basinger@coreandmain.com

Transaction #: 3a217fda-a2f9-4d7b-86c1-113e1a5fdf67

Submitter's IP Address: 147.243.183.48

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## 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.	Core & Main, LP	*
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).	<p>In the event of an award, Core &amp; Main will execute the master agreement with Sourcewell and serve as the responsible supplier in the United States.</p> <p>Core &amp; Main's sales representatives function as an extension of our waterworks and metering solutions team. They cover designated territories and accounts, providing expertise and support while facilitating the sale of Core &amp; Main's infrastructure solutions, metering products, and related services.</p> <p>For financed solutions, Core &amp; Main may assist participating entities in accessing financing options through our network of financial partners or affiliates, based on their needs.</p>	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 4NHU9 Unique Entity ID: SAM.GOV – YXNPHTHLB8R6	*
5	Provide your NAICS code applicable to Solutions proposed.	423720 – PLUMBING AND HEATING EQUIPMENT AND SUPPLIES (HYDRONICS) MERCHANT WHOLESALERS* (Primary) 332996 – FABRICATED PIPE AND PIPE FITTING MANUFACTURING 423390 – OTHER CONSTRUCTION MATERIAL MERCHANT WHOLESALERS	
6	Proposer Physical Address:	1830 Craig Park Court (This is also our corporate headquarters) St. Louis, MO 63146	*
7	Proposer website address (or addresses):	www.Coreandmain.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):	<p>Authorized Representative: Josh Ordway Title: Senior Sales Manager Address: 2748 Hiltonwood Rd, Baldwinsville, NY 13027 Email: Joshua.ordway@coreandmain.com Phone: 315-720-0671</p>	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Name:Josh Ordway Title: Sr. Sales Manager – Metering Northeast Address: 2748 Hiltonwood Rd., Baldwinsville, NY 13027 Email Addresss: Joshua.ordway@coreandmain.com Mobile: 315-720-0671</p> <p>Name:Josh Ordway Title: Sr. Sales Manager – Metering Northeast Address: 2748 Hiltonwood Rd., Baldwinsville, NY 13027 Email Address: Joshua.ordway@coreandmain.com Mobile: 315-720-0671</p>	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Core &amp; Main LP "Core &amp; Main" was built on the foundation of over 80 legacy companies, including HD Supply Waterworks Ltd. (2006-2017) and Hughes Supply Water &amp; Sewer, Ltd. (est. 2004) and branded as Core &amp; Main in 2017. The company holds a leading market position in the United States for water, sewer, storm drain, and fire protection products. These products are integral to building, repairing, and maintaining water and wastewater systems, serving as part of the basic municipal infrastructure required to support population and economic growth, including and commercial construction. Core &amp; Main has over 5,500 employees across 48 states and more than 350 locations.</p> <p>Core Values:</p> <ul style="list-style-type: none"> <li>- Team members are considered family.</li> <li>- Honesty and integrity guide the company's actions.</li> <li>- Everyone in the organization contributes to sales.</li> <li>- Industry, technical, and local expertise are valued.</li> <li>- The company is action-oriented and accountable.</li> <li>- The focus is on growth.</li> </ul> <p>Business Philosophy:</p> <p>Core &amp; Main is committed to providing local expertise, service, and products nationwide to build innovative solutions for water, wastewater, energy, and fire protection. The company invests in the development and well-being of its people, emphasizing strong relationships for strong communities.</p> <p>Industry Longevity:</p> <p>Core &amp; Main, through its legacy companies, has been part of the waterworks distribution industry for several decades, providing solutions that meet the evolving needs of municipalities and utilities across the United States. The company continues to drive innovation in metering and infrastructure solutions.</p>
12	What are your company's expectations in the event of an award?	<p>In the event of an award, Core &amp; Main anticipates expanding this contract year over year throughout its term. The details and parameters of the contract will be communicated across our extensive network of over 350 branches throughout the United States.</p> <p>Core &amp; Main will provide comprehensive training to our U.S.-based field sales teams, equipping them with the knowledge and tools to effectively incorporate this Sourcewell contract into their sales processes. If an existing customer in either the U.S. is not already a Sourcewell member, we will proactively work with them to highlight the advantages of membership, ensuring they fully understand the benefits and opportunities available.</p> <p>Additionally, we will encourage all branch sales team members to participate in Sourcewell-led training sessions, allowing them to gain direct insights from Sourcewell experts on how to position the strength of this contract effectively. Our approach will also include the development of printed materials, digital resources, email campaigns, and an active presence at local and regional trade shows in collaboration with Sourcewell to maximize awareness and engagement.</p> <p>With a strong foundation in infrastructure solutions, Core &amp; Main continues to experience growth across our product and service lines. We will leverage Sourcewell's expertise and our nationwide presence to further expand our reach, strengthen our utility solutions offerings, and provide long-term value to customers across the United States.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Core &amp; Main, Inc. is a publicly traded company that indirectly owns Core &amp; Main LP, the operating company. C&amp;M, Inc. does report on the financials and operations of C&amp;M LP in its annual reports and other SEC filings.</p>

14	What is your US market share for the Solutions that you are proposing?	<p>Estimated at 17% market share for waterworks</p> <p>Core &amp; Main is a leading distributor in the waterworks industry, offering products and services essential for water, wastewater, storm drainage, and fire protection infrastructure. As of fiscal year 2024, the company reported net sales of approximately \$7.44B, reflecting its significant presence in the market.</p> <p>The waterworks distribution market is notably fragmented, presenting opportunities for consolidation and market share expansion. Core &amp; Main's strategic focus on mergers and acquisitions has positioned it to capitalize on these opportunities, enhancing its market share through targeted growth initiatives.</p> <p>In the metering solutions sector, Core &amp; Main has demonstrated robust growth. For instance, in the second quarter of fiscal 2024, the company's meter initiative achieved a 48% growth, outpacing general market trends. This growth underscores Core &amp; Main's commitment to advancing smart metering technologies and expanding its footprint in this segment.</p> <p>Overall, Core &amp; Main's strategic initiatives and performance metrics highlight its leadership and growing influence in both the waterworks distribution and metering solutions markets.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	Unknown.	*
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.	Core & Main has never sought bankruptcy protection.	*
17	<p>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).</p> <p>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?</p> <p>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>	<p>Core &amp; Main LP is best described as a leading distributor of water, sewer, storm drain, and fire protection products.</p> <p>Core &amp; Main operates as a leading specialized distributor of water, wastewater, storm drainage, and fire protection products, collaborating closely with various manufacturers to deliver these essential products and services. Specific details of written authorization agreements between Core &amp; Main and its manufacturers cannot be publicly disclosed, however, the company's extensive operations and numerous acquisitions prove established and authorized distribution relationships</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>When selecting a company to provide waterworks and metering solutions for your members, you want a proven industry leader—one that is responsible, experienced, and staffed with knowledgeable professionals who can help you make the best decisions for your infrastructure needs. Core &amp; Main is a trusted partner in the industry, with a nationwide network of experts who maintain all necessary licenses and certifications across all jurisdictions in the United States.</p> <p>Core &amp; Main is legally qualified and holds the appropriate licenses and registrations to conduct business in all 50 U.S. states. Additionally, we have an extensive network of licensed and registered subcontractors who consistently partner with us to ensure seamless project execution, timely delivery, and the highest quality standards. With Core &amp; Main, Sourcewell members benefit from the dedication of a local team of professionals combined with the regional and national experience of an industry leader in waterworks, metering, and infrastructure solutions.</p> <p>All projects and products supplied by Core &amp; Main and its vendors will be designed and implemented in accordance with all relevant codes, standards, and industry best practices, including national, state, and local regulations. Core and Main and its vendors adhere to standards set forth by recognized authorities such as the American Water Works Association (AWWA), the National Fire Protection Association (NFPA), and other governing bodies to ensure compliance and operational efficiency.</p> <p>Our dedicated full-time project managers have expertise in local codes and regulations because they are based in the communities they serve and undergo continuous training to stay up to date with the latest industry practices. As direct Core &amp; Main employees, they provide single-source accountability, ensuring each project is delivered successfully, on time, and within budget.</p> <p>Additionally, our team members hold licenses, certifications, and accreditations from various professional organizations. These credentials indicate proven expertise in waterworks, metering, network-as-a-service (NaaS), and other related fields. Many of these certifications, such as underground utilities contractor licenses, require years of industry experience and rigorous examinations. By maintaining these credentials through ongoing education and training, our employees ensure they stay ahead of industry trends and evolving standards.</p> <p>Company Certifications and Memberships:</p> <p>Design-Build Institute of America (DBIA) Certification: As of April 2021, Core &amp; Main had 12 associates who earned the nationally recognized Associate Design-Build Professional™ certification from the DBIA, demonstrating the company's commitment to design-build best practices.</p> <p>Industry Associations: Core &amp; Main is affiliated with several key industry organizations, including:</p> <p>American Water Works Association (AWWA): An international, nonprofit, scientific, and educational society dedicated to providing total water solutions and ensuring the effective management of water.</p> <p>National Association of Water Companies (NAWC): An organization dedicated to helping close the information gap by serving as a credible resource for anyone seeking information about water issues and the solutions available through the private water sector.</p> <p>Water Collaborative Delivery Association (WCDA): A not-for-profit corporation established as an educational industry advocate for the value of collaborative delivery methods for water and wastewater infrastructure projects.</p> <p>Individual Licenses and Certifications:</p> <p>Professional Engineer (PE) Licenses: Indicating proficiency in engineering principles and practices.</p> <p>Project Management Professional (PMP) Certifications: Demonstrating expertise in project management methodologies.</p> <p>LEED Accredited Professional (LEED AP): Signifying knowledge in green building practices and principles.</p> <p>These certifications and affiliations underscore Core &amp; Main's dedication to maintaining industry standards and delivering quality services in the waterworks sector.</p>
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19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Core & Main is not aware of any instance where it has been debarred or suspended by a federal, state, or local government or quasi-government agency.  However, given the size and scope of Core & Main's operations across the United States, we cannot state with absolute certainty that no such actions have ever occurred. That said, Core & Main is committed to maintaining strong relationships with public sector customers and, when faced with execution challenges, we work diligently to address and resolve any issues in a timely and effective manner to ensure compliance and customer satisfaction.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Several publications and organizations have recognized Core & Main as an industry leader through various awards and acknowledgments:  1. Training Magazine's Training APEX Awards: In 2023, Training Magazine, a leading publication for learning and development professionals, honored Core & Main with the Training APEX Award, ranking the company at No. 23. This accolade reflects Core & Main's excellence in employer-sponsored training and development programs. Laura Schneider, Chief Human Resources Officer, stated, "We are a people-first culture, where training and development allow our associates to pursue not just a job, but a career in supporting reliable infrastructure." coreandmain.com+2coreandmain.com+2topworkplaces.com+2  2. Municipal Leadership Award by the Alliance for PE Pipe: In 2018, Core & Main received the Municipal Leadership Award from the Alliance for PE Pipe. This award recognized the company's innovative use of high-density polyethylene (HDPE) pipe in municipal water systems, specifically highlighting a project in Austin, Minnesota, where aging water main pipes were replaced with HDPE lines in conjunction with street replacement projects. coreandmain.com+1coreandmain.com+1  3. Training Magazine's Top 100 Award: In 2021, Core & Main was a recipient of the Training Top 100 Award from Training Magazine, ranking No. 46. This award acknowledges organizations that provide best-in-class employee training and development. Laura Schneider commented on the recognition, emphasizing the company's mission to invest in the development and well-being of its people, considering them key to the company's future. coreandmain.com+1topworkplaces.com+1  4. Top Workplaces Recognition: Core & Main has been recognized as a Top Workplace, reflecting its commitment to fostering a positive work environment and culture. This acknowledgment underscores the company's dedication to its employees and its efforts to create a supportive and engaging workplace. topworkplaces.com  These recognitions highlight Core & Main's leadership and commitment to excellence in the waterworks industry, particularly in areas such as employee development, innovative project execution, and workplace culture.	*
21	What percentage of your sales are to the governmental sector in the past three years?	The company's net sales are categorized by product segments, including pipes, valves & fittings, storm drainage products, fire protection products, and meter products. The exact percentage of sales to governmental entities are not available. However, we estimate that 42+% of sales are to municipalities.	*
22	What percentage of your sales are to the education sector in the past three years?	Unknown	*
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?	Core and Main currently holds cooperative agreements with the following entities: HGAC, Pavilion, and Buyboard.  We have some State Government Agreements. Some of our larger State agreements include the State of New Jersey and the State of Pennsylvania. Specific sales volume for each of these agreements is not available.	*
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?	Core & Main engages in various government contracts and cooperative purchasing agreements to supply water, wastewater, storm drainage, and fire protection products. They participate in numerous cooperative contracts, such as the "Water & Wastewater Treatment Plants - Components/Equipment & Services" contract from COSTARS, among others.  However, Core and Main does not have any General Services Administration (GSA) or Standing Offers and Supply Arrangements with other governmental entities.	*



Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Easton Suburban Water Authority	Timothy Ryan	610-258-7181	*
Bolton Point Water Authority	Steve Riddle	607-277-0660 ext. 225	*
Eden Prairie	Rick Whalen	952-949-8530	*

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

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

Line Item	Question	Response *	
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26	Sales force.	<p>Core &amp; Main is exceptionally well-equipped to serve all Sourcewell members across all 50 U.S. states through our expansive distribution network. With over 350 branch locations, a nationwide team of sales and service professionals, and a robust supply chain of distribution and warehouse facilities, Core &amp; Main ensures seamless access to waterworks, metering, storm drainage, and fire protection solutions.</p> <p>As a trusted provider, Core &amp; Main delivers end-to-end infrastructure solutions that align with Sourcewell's procurement needs. Our comprehensive portfolio includes products and services related to water and wastewater infrastructure, metering technologies, and stormwater management. Since 2020, Core &amp; Main has facilitated infrastructure investments through cooperative purchasing agreements, helping municipalities, utilities, and government agencies efficiently procure critical infrastructure products and services.</p> <p><b>Industry Leadership and Commitment to Service</b></p> <p>Core &amp; Main's team consists of thousands of dedicated professionals across the United States, with the majority being full-time permanent employees. Our extensive sales and service teams work together to provide high-quality customer support, ensuring contract compliance and superior service delivery.</p> <p>To optimize contract management and customer engagement, Core &amp; Main ensures timely communication and compliance. If an inquiry is not addressed within the designated timeframe, it is escalated, ensuring every customer request is handled efficiently.</p> <p>Additionally, we have a team of dedicated Market Directors responsible for advancing business opportunities in key verticals such as:</p> <ul style="list-style-type: none"> <li>• Municipal Water and Wastewater</li> <li>• Stormwater Management</li> <li>• Fire Protection</li> <li>• Metering and AMI/AMR Solutions</li> <li>• Federal, State, and Local Government Contracts</li> </ul> <p>These professionals are highly knowledgeable and will actively train our field sales teams on how to leverage Sourcewell contracts to deliver value to both new and existing customers. They will also continuously identify new opportunities for collaboration with Sourcewell to expand procurement accessibility.</p> <p><b>Government-Focused Growth Strategy</b></p> <p>While Core &amp; Main has been a trusted partner for municipal agencies for decades, we continue to enhance our services to better meet public-sector needs. This initiative includes a dedicated team of sales managers, project managers, product specialists, and legal professionals.</p> <p>By leveraging these specialized resources, Core &amp; Main will expand the reach of cooperative purchasing agreements, providing even more government agencies with access to our trusted products and expert services.</p> <p><b>Unparalleled National and Regional Support</b></p> <p>Core &amp; Main stands apart in the industry not only due to our geographic footprint but also because of the sheer magnitude of skilled professionals ready to serve Sourcewell members. Our integrated approach allows seamless collaboration between sales, service, and support functions, ensuring customers receive unmatched value.</p> <p><b>How Our Sales &amp; Service Teams Deliver Value</b></p> <ul style="list-style-type: none"> <li>• <b>Customer Support:</b> Our sales and service teams collaborate to provide end-to-end customer support, troubleshooting issues and ensuring that every purchase is optimized for operational efficiency.</li> <li>• <b>Cross-Selling &amp; Solutions Expansion:</b> Our teams identify additional products or services that enhance infrastructure projects, helping municipalities and utilities implement comprehensive solutions.</li> <li>• <b>Customer Feedback &amp; Continuous Improvement:</b> We actively collect and analyze feedback to enhance our product offerings, service standards, and customer experience.</li> <li>• <b>Contract Renewals &amp; Customer Retention:</b> Through a proactive service approach, we ensure ongoing customer satisfaction and seamless contract renewals.</li> <li>• <b>Training &amp; Onboarding Support:</b> Our sales teams work closely with service teams to provide comprehensive training and onboarding, ensuring customers understand how to maximize the efficiency and value of their purchases.</li> </ul> <p>At Core &amp; Main, we recognize that strong relationships and collaborative service delivery are key to supporting municipalities, utilities, and government agencies. By effectively integrating our sales, service, and operational functions, we ensure that Sourcewell members receive the highest quality products, expert guidance, and long-term infrastructure solutions that drive success.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Core &amp; Main has over 5500 employees and 350 branches. Our employee base will work with our manufacturing partners to deliver products and solutions to our customers.</p>

28	Service force.	<p>Core &amp; Main has an extensive network of front-line service professionals strategically located throughout North America, ensuring close proximity to every Sourcewell member's location. Our service teams deliver technical solutions that enhance the reliability and efficiency of water, wastewater, storm drainage, fire protection, and metering systems.</p> <p>Through proactive maintenance, emergency repair services, and innovative technologies such as remote monitoring and smart metering solutions, Core &amp; Main provides optimal infrastructure performance while helping utilities and municipalities reduce operational costs and comply with regulatory standards.</p> <p>At Core &amp; Main, we are committed to delivering safe, efficient, and sustainable waterworks solutions that enhance water utility performance, drive cost savings, and support long-term infrastructure resiliency. We ensure that the right project manager is matched with the right job, providing every customer with the highest level of service, expertise, and reliability.</p> <p>As a leading service provider in the waterworks industry, Core &amp; Main possesses unparalleled in-house expertise in distribution, metering, fire protection, and drainage solutions. Whether it's pipeline maintenance, valve replacement, smart metering upgrades, or system troubleshooting, our professionals are trained to keep critical infrastructure operating at peak efficiency.</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>Core &amp; Main's branches and dedicated sales teams will manage the waterworks, metering, storm drainage, and fire protection product ordering process on behalf of Sourcewell members. During the selection process, Core &amp; Main will provide the members with a detailed proposal on Core &amp; Main letterhead, outlining the products, services, and materials necessary for the project. This proposal will serve as the basis for the project contract.</p> <p>A local branch manager and/or project manager will be assigned to oversee the project, focusing on cost verification, scheduling, and technical requirements to ensure funds are spent ethically and responsibly. Any deviations or issues will be immediately communicated to the team for prompt resolution, ensuring the project stays on track.</p> <p>Once the product selection process is finalized and agreed upon by both the Sourcewell member and Core &amp; Main, materials will be ordered with sufficient lead time to ensure they are available on-site when needed for installation activities. For large-scale infrastructure components or products with extended lead times, Core &amp; Main follows a best-practice approach, placing orders as early as possible to avoid delays and ensure seamless project execution.</p> <p>To maintain project efficiency, periodic updates on material availability will be provided, ensuring alignment with the overall project schedule and compliance with all contractual requirements.</p>	*
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>Core &amp; Main is committed to providing high-quality customer service. We offer extensive training, ensuring that customer personnel are well-versed in product use and maintenance. The company provides a structured learning approach with access to a library of learning aids, eLearning modules, and tutorials. Customers have access to technical support through dedicated contact points, with availability during standard business hours and provisions for after-hours emergencies for critical issues. Core &amp; Main also emphasizes the importance of clear communication and collaboration with clients to minimize service interruptions and ensure efficient system implementations. Their customer service approach includes local support from branch locations and knowledgeable staff to address client needs effectively.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Core &amp; Main is excited for the opportunity to work with Sourcewell and participating entities. With 350 branch locations and over 5500 employees, we are more than capable of providing the needed products and services to Sourcewell participating entities.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Core &amp; Main has recently entered the Canadian market through an acquisition. The proposed products, information, and pricing in this proposal is for US based clients/utilities only.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Core &amp; Main will provide our full range of products and services to all 50 states within the United States, ensuring comprehensive coverage for Sourcewell members across the country. Our extensive network of over 350 branch locations allows us to effectively serve municipalities, utilities, and other public-sector entities nationwide.</p> <p>However, Core &amp; Main will not be able to provide products and services in Canada under the proposed agreement. While we maintain strong distribution capabilities in the U.S., our operations do not currently extend to servicing Canadian provinces and territories.</p>	*

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.	Core & Main delivers waterworks, metering, storm drainage, and fire protection products to every region of the United States, from urban centers to remote areas such as Alaska and the islands of Hawaii. With our extensive branch network and logistics capabilities, we ensure reliable product availability and support across all 50 states and U.S. territories.  We maintain service branches in Alaska, Hawaii, and U.S. states, allowing us to effectively support customers in these regions. However, delivery times to remote locations may vary from the typical timeframes outlined in this proposal due to logistical constraints and transportation availability. Core & Main remains committed to timely and efficient service, ensuring customers receive the products they need to keep their infrastructure operating at peak performance.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions for participating entities in Hawaii, Alaska, or U.S. territories under this agreement. Core & Main is fully capable of delivering waterworks, metering, storm drainage, and fire protection products to these regions through our extensive distribution network.  The only limitation is that Core & Main will provide products exclusively from manufacturers with whom we are authorized to distribute in specific states or territories. Availability of certain products may vary based on manufacturer agreements and state-specific distribution rights. However, we remain committed to ensuring participating entities have access to the best available solutions for their infrastructure needs.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Core & Main will extend the terms of any awarded master agreement to all nonprofit entities participating in the Sourcwell contract program, provided they are eligible to lawfully participate based on local, regional, or federal regulations and guidelines.	*

**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>Core &amp; Main will equip our field teams with a comprehensive marketing toolkit for use in our sales campaigns, ensuring Sourcwell members and public sector customers are well-informed about the benefits of utilizing our contract.</p> <p>The toolkit will include marketing materials that highlight the following customer benefits:</p> <ul style="list-style-type: none"> <li>• Simple and easy-to-use process for procurement.</li> <li>• Free membership for public sector customers.</li> <li>• Straightforward pricing structure that includes all applicable fees—no hidden add-ons.</li> <li>• Labor pricing based on locally published rates, ensuring competitive and fair costs in each region.</li> <li>• Elimination of additional costs associated with the traditional RFP and Bidding process, reducing expenses related to preparing bid specifications and evaluating contract awards.</li> <li>• Faster project completion timelines compared to traditional procurement methods, ensuring waterworks, metering, and water infrastructure projects are completed on time.</li> </ul> <p>Additionally, the toolkit will feature case studies and customer testimonials from Sourcwell members who have successfully utilized the agreement with Core &amp; Main, once we have them, and experienced a seamless procurement process with high-quality service and products.</p> <p><b>Engagement with Public Sector Organizations</b></p> <p>Beyond traditional marketing efforts, Core &amp; Main will leverage our partnerships with key public sector professional organizations at both the national and regional levels. Many competitors limit their participation to annual trade show booths, but Core &amp; Main actively engages with these organizations year-round.</p> <p>We believe that building strong relationships with members of these organizations is key to understanding and addressing their infrastructure needs. Our approach includes:</p> <ul style="list-style-type: none"> <li>• Active participation in local meetings to stay engaged with public sector customers.</li> <li>• Providing training and informative seminars as the industry's waterworks and metering subject matter experts.</li> <li>• Educational sessions on industry topics, such as infrastructure sustainability, compliance regulations, smart metering advancements, and best practices for municipal water management.</li> </ul> <p>Through these efforts, Core &amp; Main ensures that public sector customers have access to the knowledge, resources, and procurement tools needed to effectively manage and enhance their infrastructure while maximizing the benefits of cooperative purchasing agreements.</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Core &amp; Main leverages various digital platforms to enhance our marketing effectiveness and engage with our customer base. Our strategies include utilizing social media channels, maintaining an informative website, and employing digital advertising techniques.</p> <p>Social Media Engagement</p> <p>We actively engage with our audience through platforms like LinkedIn, where we share updates on new products, industry insights, and company news. This engagement helps us maintain a strong connection with our customers and industry partners.</p> <p>Website and Digital Resources</p> <p>Our website serves as a central hub for information about our products and services. We continually update our site to provide valuable content, ensuring that visitors have access to the latest information.</p> <p>Data Privacy and Compliance</p> <p>We are committed to protecting the privacy of our customers and comply with all relevant data protection regulations. Our privacy notice outlines our practices in collecting and using personal information.</p> <p>By integrating these digital tools and platforms, Core &amp; Main aims to enhance our marketing efforts, engage effectively with our audience, and provide valuable resources to our customers.</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>Core &amp; Main looks forward to the opportunity to successfully partner with Sourcewell and its members through this contract. While we do not currently hold a Sourcewell-awarded contract, we are confident that our extensive experience in the waterworks, metering, storm drainage, and fire protection industries will allow us to deliver exceptional value to Sourcewell members if awarded this contract.</p> <p>We are committed to training our internal teams on how the Sourcewell contract meets the procurement needs of its members and will actively work to expand program awareness across our nationwide network. Our goal is to establish a strong, long-term relationship with Sourcewell, ensuring that public sector entities have efficient access to high-quality infrastructure solutions.</p> <p>Core &amp; Main is prepared to leverage our national presence and industry expertise to support Sourcewell's mission. We will actively engage with Sourcewell's Supplier Development Executive and business development team to maximize awareness and participation in the contract. Additionally, we will utilize tradeshow, industry events, and digital marketing strategies to ensure Sourcewell members understand the full benefits of cooperative purchasing with Core &amp; Main.</p> <p>We also recognize the importance of collaborating with Sourcewell's legal and government affairs teams to ensure cooperative purchasing agreements remain effective and compliant across various states, territories, and markets. If awarded this contract, Core &amp; Main is committed to supporting legislative and procurement initiatives that enhance public sector access to cost-effective, high-quality waterworks and metering solutions.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Core &amp; Main offers a combination of direct purchase sourcing and e-procurement, through an online platform called Online Advantage to facilitate efficient ordering and account management for our customers, including governmental entities.</p> <p>Online Advantage Features:</p> <ul style="list-style-type: none"> <li>Order Placement: Customers can browse our extensive catalog of water, wastewater, storm drainage, and fire protection products, and place orders directly through the platform.</li> <li>Account Management: Users can manage their accounts, view order histories, and track shipments in real-time.</li> <li>Custom Pricing: The system supports customized pricing structures, ensuring that governmental customers receive contract-specific pricing aligned with their procurement agreements.</li> </ul> <p>Usage by Governmental Customers:</p> <p>Governmental agencies and municipalities utilize Online Advantage to streamline their procurement processes. The platform's user-friendly interface and robust features allow these entities to efficiently manage their supply needs, ensuring timely and accurate fulfillment of orders. By leveraging Online Advantage, governmental customers can reduce administrative overhead, maintain compliance with procurement policies, and enhance overall operational efficiency.</p>	*

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

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Core &amp; Main is committed to supporting Sourcewell participating entities by offering a range of training programs tailored to product operation, equipment maintenance, and operator proficiency. Below is an overview of our training offerings:</p> <p>1. Product and Equipment Training</p> <ul style="list-style-type: none"> <li>Standard Training: We provide comprehensive training on the proper use and maintenance of our products, including water, wastewater, and storm drainage. This cost of this training is typically included in the cost of products purchased and is conducted by our knowledgeable staff.</li> <li>Customized On-Site Training: For specialized equipment or unique operational needs, we offer customized training sessions at the customer's facility. These sessions are designed to address specific requirements and ensure that staff are proficient in operating and maintaining the equipment. There would be a cost to these trainings which is outlined in our solutions pricing.</li> </ul> <p>2. Operator Training Programs</p> <ul style="list-style-type: none"> <li>Core &amp; Main University: Our internal training development program, Core &amp; Main University, offers virtual academies to help associates and customers prepare for various roles and responsibilities. This program is part of our commitment to continuous learning and development.</li> <li>Partnerships with Accredited Organizations: We collaborate with organizations like the National Center for Construction Education and Research (NCCER) to offer certified training programs in heavy equipment operations. These programs cover essential skills such as safety protocols, equipment inspection, and operational techniques. NCCER</li> </ul> <p>3. Maintenance Training</p> <ul style="list-style-type: none"> <li>Preventive Maintenance Workshops: We conduct workshops focused on preventive maintenance practices to extend the lifespan of equipment and reduce downtime. These sessions are led by experienced technicians and can be customized to the specific equipment used by the participating entity.</li> </ul> <p>Training Delivery and Costs</p> <ul style="list-style-type: none"> <li>Delivery Methods: Training can be delivered on-site at the customer's location, virtually through online platforms, or at designated Core &amp; Main facilities, depending on the nature of the training and customer preferences.</li> <li>Cost Structure: Standard training programs included with product purchases are typically offered at no additional cost. Customized training sessions or specialized certification programs may involve additional fees, which are determined based on the scope and content of the training.</li> </ul> <p>By offering these training programs, Core &amp; Main aims to empower Sourcewell participating entities with the knowledge and skills necessary to operate and maintain their infrastructure effectively, ensuring safety, efficiency, and longevity.</p>
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42	Describe any technological advances that your proposed Solutions offer.	<p>Core &amp; Main's CORE+ Smart Utility Solutions integrate cutting-edge technologies to enhance water management, monitoring, and operational efficiency for utilities and municipalities. These solutions provide real-time insights, predictive analytics, and advanced monitoring to help public sector entities optimize their infrastructure and resource management.</p> <p>1. Advanced Metering Infrastructure (AMI) CORE+ offers AMI solutions that provide real-time water consumption data, helping utilities monitor usage trends, detect leaks, reduce non-revenue water loss, and enhance billing accuracy. By utilizing smart metering technology, municipalities can move beyond traditional manual reads and gain greater visibility into their water distribution networks. For example, the City of Brandon, Mississippi, successfully implemented smart meters through CORE+, improving operational efficiency and customer satisfaction.</p> <p>2. Data Analytics and Predictive Insights CORE+ integrates data analytics platforms to help utilities analyze consumption patterns, predict system failures, and optimize asset management. These tools empower utilities to proactively address infrastructure issues before they become costly problems, improving system longevity and service reliability.</p> <p>3. Advanced Monitoring Solutions CORE+ offers a suite of real-time monitoring solutions designed to help utilities track the performance of their infrastructure, prevent failures, and reduce operational disruptions. Key features include:</p> <ul style="list-style-type: none"> <li>• Remote Pressure Monitoring: Continuously tracks water pressure levels to identify fluctuations that may indicate potential pipeline breaks or inefficiencies.</li> <li>• Flow Monitoring: Provides instant data on water distribution rates, helping utilities detect abnormal flow patterns and mitigate potential leaks.</li> <li>• Acoustic Leak Detection: In partnership with Intelligent Systems,</li> </ul> <p>CORE+ offers SmartCap technology, magnetic acoustic leak detection loggers and other smart listening devices that continuously listen for leaks in pipelines, allowing for early detection and rapid response to prevent water loss.</p> <p>4. Integrated System Management CORE+ takes a comprehensive approach to utility management, combining metering, analytics, and monitoring technologies into a unified system. This allows municipalities to:</p> <ul style="list-style-type: none"> <li>• Automate data collection and reporting</li> <li>• Improve response times to system failures</li> <li>• Reduce maintenance costs through proactive infrastructure management</li> </ul> <p>By leveraging these advanced monitoring solutions, Core &amp; Main helps utilities and municipalities transition to smarter, more efficient water systems, ensuring sustainability, cost savings, and improved service quality for the communities they serve.</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>1. Specialized Solutions to Combat Impacts of Drought in Lake Mead a. Core &amp; Main worked with local water authorities to provide a specialized product — 36-inch metal-seated ball valves — for the construction of a pumping station that now delivers 900 million gallons of water to over 2 million people.</p> <p>2. New Infrastructure Provides Access to Clean and Safe Water a. In 2020, a national contractor hired Core &amp; Main to address this growing infrastructure challenge. Core &amp; Main led critical trainings to educate workers and other project partners about potential solutions, and provided the 26 miles of ductile iron pipe made from recycled iron and steel scrap used in the multiyear project.</p> <p>3. Solving Environmental Disasters a. In February 2021, over 5 million gallons of sewage were pouring across the streets and yards of homeowners in Ventnor Heights. A Core &amp; Main expert traveled to the site and helped resolve the problem within two days (a rapid timeline for this type of leak) preventing potentially disastrous problems and road closures in Ventnor.</p> <p>4. Sustainable Infrastructure – Tomorrow's Solutions Today a. The city of Rochester, New York converted a downtown area to commercial property for sale. The existing pipe was 1,000 feet of 54-inch diameter and required fusion equipment. While the scale of the project was unique, Core &amp; Main sourced HDPE fusible pipe that could be slipped into the existing tunnel with minimal surface excavation and lower environmental impact.</p> <p>5. Energy Efficiency &amp; Emissions Reduction a. Our efforts start at our corporate headquarters in St. Louis, Missouri. We have completed multiple LED lighting projects in several branches and have added high-efficiency HVAC and motion sensors to multiple new and renovated branches. We also recycle computer and telecom equipment to prevent e-waste from entering landfills while reducing the need for new raw materials b. LEED certified in recognition of its energy-efficiency at corporate headquarters</p>

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>Core &amp; Main demonstrates a strong commitment to sustainability and environmental responsibility through various initiatives. While the company has not prominently highlighted specific third-party eco-labels or certifications related to energy efficiency, life-cycle design, or other green factors, it actively engages in practices that promote sustainable infrastructure and operations.</p> <p>Environmental Initiatives:</p> <ul style="list-style-type: none"><li>• Sustainable Water Solutions: Core &amp; Main focuses on delivering products and services that enhance water management and conservation, addressing critical issues such as drought and flooding. The company's efforts aim to drive technological innovation and ensure the long-term viability of essential water infrastructure.</li><li>• LEED certified in recognition of its energy-efficiency at corporate headquarters</li></ul> <p>Industry Engagement:</p> <ul style="list-style-type: none"><li>• Design-Build Certifications: Several Core &amp; Main associates have achieved certifications from the Design-Build Institute of America (DBIA), reflecting the company's expertise in efficient project delivery methods that can contribute to sustainable outcomes.</li><li>• Advisory Roles: Core &amp; Main serves as an advisory member of the Water Collaborative Delivery Association (WCDA), North America's leading educational resource for best practices in water design-build delivery.</li></ul> <p>Company Values:</p> <ul style="list-style-type: none"><li>• Mission and Vision: The company's mission emphasizes leadership in supplying innovative water, wastewater, energy, and fire protection solutions, with a focus on integrity and community well-being.</li></ul>
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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>Core &amp; Main offers unique advantages to Sourcewell participating entities through its extensive product portfolio, nationwide service network, and industry-leading expertise in waterworks, metering, storm drainage, and fire protection solutions. Here's what sets Core &amp; Main apart in the waterworks industry and why our solutions provide exceptional value to Sourcewell members:</p> <ol style="list-style-type: none"> <li>1. Unmatched Nationwide Reach &amp; Logistics Capabilities <ul style="list-style-type: none"> <li>• Over 350 branch locations across all 50 U.S. states, ensuring fast and efficient delivery of essential infrastructure products.</li> <li>• Strategic distribution centers that optimize supply chain management, reducing lead times for Sourcewell members.</li> <li>• Expert local teams familiar with state and municipal regulations to provide tailored solutions.</li> </ul> </li> <li>2. Comprehensive Waterworks &amp; Infrastructure Solutions <p>Core &amp; Main provides end-to-end solutions for water and wastewater infrastructure, including:</p> <ul style="list-style-type: none"> <li>• Pipes, Valves, and Fittings – Durable materials for long-term municipal infrastructure needs.</li> <li>• Smart Metering &amp; AMI/AMR Solutions – Advanced metering solutions for improved efficiency and accuracy.</li> <li>• Storm Drainage Products – Engineered solutions for flood mitigation and stormwater management.</li> <li>• Fire Protection Systems – Essential fire suppression infrastructure for municipal and commercial applications.</li> </ul> <p>Our integrated solutions allow Sourcewell members to streamline procurement, reduce costs, and improve system efficiency.</p> </li> <li>3. Advanced Technology &amp; Digital Solutions <ul style="list-style-type: none"> <li>• CORE+ Smart Utility Solutions – Integrates real-time monitoring, data analytics, and leak detection to help utilities reduce water loss, improve asset management, and enhance sustainability.</li> <li>• AMI &amp; Smart Metering Systems – Enable remote data collection and real-time usage tracking, helping utilities optimize billing and conservation efforts.</li> <li>• Advanced Leak Detection &amp; Monitoring – Acoustic and sensor-based technologies to proactively detect leaks and prevent costly failures.</li> </ul> </li> <li>4. Strong Industry Expertise &amp; Support <ul style="list-style-type: none"> <li>• Core &amp; Main understands public sector procurement, ensuring seamless contract compliance and best-value solutions.</li> <li>• On-Site Training &amp; Technical Support – We provide operator and maintenance training to ensure Sourcewell members get the most from their infrastructure investments.</li> </ul> </li> <li>5. Proven Sustainability &amp; Water Conservation Initiatives <p>Core &amp; Main prioritizes environmentally responsible solutions that support sustainable infrastructure development, including:</p> <ul style="list-style-type: none"> <li>• Low-leakage pipeline materials for water conservation.</li> <li>• Green stormwater management solutions to mitigate urban flooding.</li> <li>• AMI-based conservation initiatives that help utilities track and reduce water waste.</li> </ul> </li> <li>6. Streamlined Procurement Through Sourcewell <ul style="list-style-type: none"> <li>• Pre-negotiated pricing ensures transparent, cost-effective purchasing without the need for time-consuming RFPs.</li> <li>• Account representatives will assist Sourcewell members in navigating product selection and contract utilization.</li> <li>• Fast-tracked ordering and fulfillment using Core &amp; Main's e-procurement system for efficiency.</li> </ul> </li> </ol> <p>Why Core &amp; Main?</p> <p>Core &amp; Main is not just a distributor —we are a trusted partner to municipalities, utilities, and government agencies. Our combination of industry-leading expertise, innovative technology, unmatched distribution, and commitment to sustainability makes us the ideal choice for Sourcewell participating entities looking for efficient, cost-effective, and future-ready waterworks solutions.</p>
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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 type="radio"/> Yes <input checked="" type="radio"/> No	<p>Core &amp; Main does not qualify for MBE (Minority Business Enterprise), WBE (Women's Business Enterprise), DOBE (Disability-Owned Business Enterprise), VBE (Veteran Business Enterprise), SDVOB (Service-Disabled Veteran-Owned Business), SBE (Small Business Enterprise), SDB (Small Disadvantaged Business), or WOSB (Women-Owned Small Business) certifications. However, we recognize the importance of supplier diversity and actively partner with subcontractors and vendors that may hold these certifications.</p> <p>If specific diversity certifications are a requirement for procurement, we encourage Sourcewell members to discuss their needs with us so we can explore potential partnership opportunities with eligible subcontractors.</p>	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**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.	<p>Pricing: The project price will be determined based on scope. An initial down payment (percentage of total project cost) is required at contract signing, with monthly progress payments thereafter.</p> <p>Progress Payments:</p> <ul style="list-style-type: none"> <li>Core &amp; Main will submit an itemized application for payment.</li> <li>Invoices will be submitted within 24-48 hours of product/service delivery. If a long-term project, invoices will be submitted monthly.</li> <li>Payments include completed work, authorized modifications, and stored materials (on or off-site with prior approval). Payment is due within 30 days of invoice submission</li> </ul> <p>Accepted Payment Methods:</p> <ul style="list-style-type: none"> <li>Wire Transfer (ACH), Check, Money Order</li> </ul>	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Core &amp; Main can provide general information on available financing options to assist Sourcewell members in evaluating their choices. However, we do not recommend any specific course of action, nor do we act as a financial advisor. Core &amp; Main is not registered as a municipal advisor with the Securities and Exchange Commission and encourages Sourcewell members to consult with their own financial and legal advisors when considering financing options.</p>	*

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.	<p>Depending on the products or services purchased by a Sourcewell member, Core &amp; Main may propose a customized Master Project Agreement, which is included in the appendix of this document.</p> <p>All sales by Core &amp; Main are subject to our Terms of Sale located on our website: Terms Of Sale - Core &amp; Main.</p> <p>Additionally, certain manufacturers may require service agreements, Service Level Agreements (SLAs), Standard Operating Procedures (SOPs), subscription agreements, or other contractual documents. These documents will be provided to the Sourcewell member for legal review and approval before finalizing the purchase or service agreement</p>	*
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?	C&M has the ability to process payment by P-Card, but would negotiate any payment terms with individual co-op member buyer.	*
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 uploaded a pricing table that provides the applicable pricing discounts for every product-category and or service.</p> <p>Please note: All Pricing provided under this contract is available in U.S. currency.</p> <p>The attached pricing tables provides additional details for the Products and Services categorized on the Core and Main Water Collection and Control Products for Community Infrastructure with Related Products and Services 040825 Pricing Table:</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.	Discounts vary based on equipment type and labor. We are providing discounts that exceed our standard commercial branch practices and are in line with our strategic account customers. Please refer to our pricing table for specific percentages	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume discounts will be considered on a project-by-project basis, depending on the scope and scale of the order. Many Core &amp; Main solutions are customized to meet the specific needs of each utility, municipality, or project, and as such, may not always qualify for standard volume discounts.</p> <p>As a leading distributor of waterworks, metering, storm drainage, and fire protection products, Core &amp; Main has nationwide contracts that allow us to leverage bulk purchasing power, secure priority delivery timelines, and provide strong warranty support. This ensures competitive pricing and reduced procurement risks for Sourcewell members.</p> <p>While some projects may involve products that differ from those already in place, Core &amp; Main's focus is on delivering maximum value, reliability, and long-term infrastructure solutions that best meet the needs of our customers.</p>	*
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.	All open market or non-contracted items would be quoted for the Sourcewell member. The quoted price would be provided at a discount from the current list price. That percent discount would vary depending on the products/services being purchased	*
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.	We offer turnkey pricing that includes costs on a project-by-project basis as outlined in pricing tables provided.	*
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.	Shipping costs are included in the price provided as long as the individual manufacturer's full freight allowances are met.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs are included in the price provided as long as the individual manufacturer's full freight allowances are met.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We prioritize just-in-time delivery to minimize storage costs and potential damage that can occur when equipment and materials are stored on-site or in a facility for extended periods. However, some projects may require on-site storage of materials. Core & Main will bill for stored materials. Warranty periods are determined based on manufacturer's production date.	*

67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	<p>Core &amp; Main has established a structured approach to ensure compliance and effective utilization of our Sourcwell contracts. Through training, technology, and oversight, we provide Sourcwell members with a seamless procurement experience while maintaining adherence to contract terms.</p> <ol style="list-style-type: none"> <li>1. Comprehensive Cooperative Training – Our dedicated Team will offer ongoing training to field sales and service personnel, equipping them with the necessary knowledge to successfully complete cooperative purchases. We have also developed standardized pricing workflows to ensure projects and services are accurately quoted.</li> <li>2. Tracking &amp; Contract Management – We utilize PowerScope and Mincron to track cooperative contract usage, ensuring that each Sourcwell member is properly linked to the correct contract. A required contract field in our system enforces compliance and maintains visibility across all cooperative transactions.</li> <li>3. Advanced Pricing &amp; Discounting Tools – Our sales teams have access to customized pricing tools that provide list pricing and contract-specific pricing. We continuously work with our pricing teams and leadership to implement automated pricing controls, ensuring that discounts are correctly applied per the awarded pricing structure.</li> <li>4. Dedicated Compliance &amp; Administrative Support – Our branch management team manages reporting, contract adherence, and administrative fee processes. This team actively monitors pricing accuracy for eligible members and will escalate any concerns to the Corporate finance team for resolution.</li> <li>5. Commitment to Pricing Accuracy &amp; Resolution – If a pricing discrepancy is identified, Core &amp; Main is fully committed to investigating and correcting any inconsistencies, ensuring Sourcwell members receive fair and accurate pricing in accordance with the contract terms.</li> </ol> <p>By implementing these compliance measures, Core &amp; Main ensures that Sourcwell members benefit from a transparent, efficient, and contract-compliant procurement process.</p>
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68	<p>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.</p>	<p>Core &amp; Main – Delivering Results-Driven Utility Solutions through Sourcewell Agreement</p> <p>Core &amp; Main is excited about the opportunity to have an agreement with Sourcewell to deliver turnkey infrastructure solutions that help municipalities, utilities, and public agencies streamline procurement and improve operational performance. As one of the nation's leading distributors of waterworks and utility solutions, our focus is on providing measurable value, project efficiency, and long-term partnership through the Sourcewell contract.</p> <p>We offer a comprehensive suite of utility-focused products and services, including (Our offering for this RFP will be detailed in answer to question 71):</p> <ul style="list-style-type: none"> <li>• Advanced Metering Infrastructure (AMI) Solutions – Full deployment services including meter and SmartPoint installations, network buildouts, integration with billing systems, and real-time data visibility through Sensus Analytics.</li> <li>• Meter Replacement Programs – Project-managed rollouts of water, gas, and electric meters to improve accuracy, revenue recovery, and customer transparency.</li> <li>• Backflow Prevention &amp; Compliance Management – Powered by VEPO CrossConnex, our software-driven solution ensures regulatory compliance with automated scheduling, tester management, and customer outreach.</li> <li>• Waterworks Distribution Products – Full inventory of pipe, valves, fittings, hydrants, and appurtenances from leading manufacturers, backed by fabrication services and jobsite delivery.</li> <li>• Asset &amp; Work Order Management Tools – Integration of GIS-enabled platforms to manage infrastructure maintenance, service requests, and field data collection.</li> <li>• Customer Communication &amp; Outreach Services – Call center management, appointment scheduling, and utility-branded messaging to ensure customer engagement throughout a project lifecycle.</li> </ul> <p>Measuring Success Through Performance Metrics</p> <p>To ensure our partnership with Sourcewell is consistently delivering value, Core &amp; Main tracks a set of internal metrics and KPIs that reflect the health, growth, and impact of our collaboration. These include:</p> <ul style="list-style-type: none"> <li>• Contract Utilization Metrics <ul style="list-style-type: none"> <li>o Total number of Sourcewell member agencies engaged</li> <li>o Annual Sourcewell contract sales volume</li> <li>o Year-over-year growth in Sourcewell-related projects</li> </ul> </li> <li>• Operational Performance <ul style="list-style-type: none"> <li>o On-time delivery and installation rates</li> <li>o Average lead time from purchase order to delivery</li> <li>o Inventory fill rates and product availability</li> </ul> </li> <li>• Customer Experience &amp; Satisfaction <ul style="list-style-type: none"> <li>o Net Promoter Score (NPS) from Sourcewell members</li> <li>o Post-project customer satisfaction survey scores</li> <li>o Number of repeat engagements with Sourcewell customers</li> </ul> </li> <li>• Project Execution <ul style="list-style-type: none"> <li>o Percentage of projects completed within budget and on schedule</li> <li>o Field crew productivity and safety incident rates</li> <li>o Support ticket resolution time for technical/software issues</li> </ul> </li> <li>• Outreach &amp; Education <ul style="list-style-type: none"> <li>o Number of Sourcewell education sessions or webinars hosted</li> <li>o Attendance and engagement rates from municipal stakeholders</li> <li>o Growth in training certifications and utility staff onboarding</li> </ul> </li> </ul> <p>By leveraging these internal metrics, Core &amp; Main continuously refines its approach to deliver stronger results for Sourcewell members across the country. Our goal is to not only be a supplier, but a long-term partner that helps your community modernize infrastructure, optimize operations, and enhance service to your residents.</p>	*
69	<p>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.</p>	<p>Core &amp; Main proposes a 1% administrative fee. On significant opportunities, we would like the option to further negotiate a reduction on a case-by-case basis.</p>	*

**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.	N/A	*

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

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p><b>CORE &amp; MAIN ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTIONS WITH RELATED PRODUCTS AND SERVICES.</b></p> <p>Core &amp; Main delivers comprehensive Advanced Metering Infrastructure (AMI) solutions that empower utilities to modernize their operations, increase efficiency, and provide a better customer experience. Backed by strategic partnerships with industry leaders, our AMI programs are fully integrated, scalable, and tailored to meet the specific needs of water, gas, and electric utilities. We manage every phase of deployment, from initial planning through installation, system integration, and ongoing support.</p> <p><b>Program Planning &amp; Design</b></p> <p>Our AMI journey begins with a detailed evaluation of the utility's goals, service area, and current infrastructure. We perform feasibility studies and return-on-investment modeling to identify the best path forward. Each network is designed based on propagation studies that take into account geography, meter density, and environmental factors. We also evaluate how the AMI system will integrate with existing platforms such as billing systems, GIS, and customer service portals. When applicable, we support utilities in exploring available grant funding or alternative financing options.</p> <p><b>Managed Services &amp; Project Management</b></p> <p>CORE+ goes beyond technology by offering full-service project management and operational support. Utilities benefit from services such as system assessment and design, project execution, meter installation, system testing, and validation. Additionally, the CORE+ Managed Services team provides ongoing maintenance, field operations support, and lifecycle management to ensure long-term success. Every AMI project includes a dedicated Core &amp; Main project manager responsible for day-to-day oversight and communication. We develop and manage a full project schedule, maintain progress through milestone tracking, and ensure alignment with all stakeholders. Coordination with utility departments, third-party contractors, and local permitting offices ensure that each stage is completed efficiently and in compliance with regulations.</p> <p><b>Meter &amp; Endpoint Procurement and Installation</b></p> <p>Core &amp; Main supplies a wide range of residential and commercial water meters and SmartPoint endpoints from leading manufacturers such as Sensus, Neptune, Kamstrup, and Master Meter depending on the geographical location of the Sourcewell member. Our installation crews are experienced, safety-certified professionals trained in both fieldwork and customer service. For utilities with inside-set meters, we provide coordinated appointment scheduling and communications through our VEPO Metering call center, helping ensure customer participation and satisfaction throughout the installation process.</p> <p><b>Network Infrastructure Deployment</b></p> <p>The network infrastructure includes the installation of base stations, collectors, and backhaul components to transmit data from endpoints to the head-end system. Our teams ensure proper siting and setup based on network design and verify coverage through on-site testing. Redundancy and disaster recovery capabilities are built into the network to ensure reliability and long-term system stability.</p> <p><b>Meter Data Management Software</b></p> <p>Software system used by utilities to collect, store, validate, process, and analyze data from smart meters. It ensures accurate billing, helps detect issues like leaks or tampering, and supports advanced analytics for better decision-making. MDM acts as a central hub between meter data and other utility systems like billing, customer service, and outage management.</p> <p><b>System Integration &amp; Software Configuration</b></p>

Once hardware is in place, Core & Main works with the utility to configure software platforms such as the Sensus Regional Network Interface (RNI) and Sensus Analytics. Our team integrates the AMI system with the utility's billing, customer information, and GIS systems. We assist with the configuration of user roles, device groups, alarms, and custom dashboards to ensure the utility's teams have the tools they need for day-to-day operations and decision-making.

#### Customer Outreach & Communication

Public engagement is key to AMI success. Core & Main supports utilities by creating a comprehensive communication strategy that includes customer notifications, branded outreach materials, social media content, videos, and FAQs. We also manage customer interactions through VEPO's call center, including scheduling appointments, answering resident questions, and providing ongoing updates during the project.

#### Training & Utility Staff Enablement

Training is provided to all key utility personnel, including billing, operations, and IT staff. These sessions ensure that utility employees understand the functionality of the AMI system and can use the data to enhance their workflows. For field crews and installers, we provide certification programs to reinforce proper installation techniques and safety protocols. As the system evolves, ongoing training opportunities are available to keep teams up to date.

#### Ongoing Support & Optimization

After go-live, Core & Main continues to support the utility with performance reviews and system optimization. We monitor read rates, network performance, data quality, and other system metrics to identify areas for improvement. The utility has access to alerts for conditions such as continuous consumption, leak detection, or tampering. Regular audits and consultations help ensure the AMI system remains efficient and effective over time.

#### CORE & MAIN WATERWORKS PRODUCTS AND RELATED SERVICES:

Core & Main is the leading distributor of waterworks infrastructure products in the United States, offering an extensive portfolio of pipe, valves, fittings, and related solutions to support the construction, maintenance, and rehabilitation of water, wastewater, and stormwater systems. Our nationwide footprint, deep vendor relationships, and decades of industry expertise make us a trusted partner to municipalities, utility contractors, engineers, and public agencies of all sizes. We don't just supply parts—we deliver turnkey support that includes product expertise, logistics, value-added services, and field-level guidance to ensure successful project execution from start to finish.

#### Pipe, Valves & Fittings (PVF)

Core & Main offers a complete inventory of ductile iron, PVC, HDPE, copper, steel, and specialty pipe for potable water, wastewater, stormwater, and fire protection applications. We stock pipe from all major manufacturers and provide a wide selection of gate valves, butterfly valves, check valves, air release valves, and related appurtenances. Our fittings and restraints meet all industry standards and are available in mechanical joint, push-on, flanged, grooved, or compression styles to accommodate every project need.

#### Hydrants & Appurtenances

We supply fire hydrants and hydrant accessories from the most trusted manufacturers in the industry. Whether for new installation or system replacement, Core & Main helps utilities select hydrants that meet local specifications and ensures compatibility with existing infrastructure. We also provide breakaway kits, extensions, operating nuts, and maintenance parts to support field crews with ongoing upkeep and emergency response needs.

#### Water & Sewer Service Materials

Our product offering includes all materials necessary for water and sewer lateral connections, including corporation stops, curb stops, meter setters, copper tubing, service saddles, tapping sleeves, couplings, and compression fittings. We support a full range of sizes and configurations to match utility standards and job site conditions. Our local teams are familiar with jurisdictional requirements and can recommend materials accordingly.

#### Stormwater Management

Core & Main offers solutions for managing stormwater runoff, erosion control, and

drainage infrastructure. This includes high-performance corrugated HDPE and polypropylene pipe systems, precast catch basins and manholes, geotextiles, inlet protection products, and retention/detention systems. Our team can assist in product selection and layout guidance to ensure compliance with local stormwater regulations and long-term performance of the system.

#### Manholes

Core & Main provides manholes as part of its waterworks and wastewater infrastructure offerings. We supply precast concrete manholes, frames, covers, and accessories used in sewer and stormwater systems. These products are sourced from leading manufacturers to meet municipal and DOT standards.

#### Fabrication & Customization Services

Our in-house fabrication capabilities allow us to provide custom pipe cutting, grooving, beveling, fusion welding, spool pieces, and prefabricated meter assemblies. We can also deliver assembled vaults, valve boxes, and meter pits ready for field installation. These value-added services reduce labor costs, minimize installation time, and ensure consistent, high-quality results on the job site.

#### Inventory Management & Jobsite Delivery

With strategically located branches across the country, Core & Main provides responsive local service and maintains a deep inventory to meet fast-paced construction timelines. We offer just-in-time delivery, will-call pickup, and jobsite staging services. Our fleet of delivery vehicles and logistics team ensures that materials arrive when and where they are needed, keeping projects on schedule and within budget.

#### Technical Expertise & Field Support

Core & Main's waterworks specialists bring decades of field experience and technical product knowledge. We assist with submittals, takeoffs, specification reviews, and product substitutions. Our team works hand-in-hand with engineers, inspectors, and contractors to solve complex problems, identify cost-saving alternatives, and ensure that the right products are used for the right applications.

#### Emergency Response & After-Hours Support

When emergencies strike, Core & Main is ready to respond. Our emergency service teams are available after hours and on weekends to ensure utilities and contractors have access to critical materials during water main breaks, natural disasters, or infrastructure failures. We maintain a stock of essential items and can mobilize quickly to help restore service with minimal downtime.

Whether it's a small municipal repair or a large capital infrastructure project, Core & Main's waterworks solutions provide the foundation for safe, reliable, and sustainable water systems. From the trench to the treatment plant, we are your trusted partner in building and maintaining the systems that serve our communities.

#### ADVANCED MONITORING SOLUTIONS

Core & Main has developed the industry's first complete solution to help utilities tackle infrastructure challenges through advanced technology and data-driven insights. With this vision, we designed our Advanced Monitoring Solution, engineered to optimize system performance, reduce operational costs, and ensure regulatory compliance. This solution provides utilities with tools to monitor, analyze, and optimize infrastructure, ensuring proactive maintenance, real-time event detection, and long-term sustainability. These solutions include sensors, data loggers, and remote monitoring devices that detect flow rates, pressure changes, leaks, and water quality issues.

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#### Manholes

Core & Main provides manholes as part of its waterworks and wastewater infrastructure offerings. We supply precast concrete manholes, frames, covers, and accessories used in sewer and stormwater systems. These products are sourced from leading manufacturers to meet municipal and DOT standards.

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These solutions include sensors, data loggers, and remote monitoring devices that detect flow rates, pressure changes, leaks, and water quality issues.

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#### Products Offered

Core & Main partners with leading technology providers to deliver a full suite of advanced monitoring products and systems, including:

##### 1. Smart Water Sensors

- Flow Sensors: Measure real-time flow in pressurized or gravity-fed systems.
- Pressure Loggers & Sensors: Detect pressure fluctuations, transients, and zone-specific anomalies.
- Level Sensors: Monitor water levels in tanks, reservoirs, and wet wells.

##### 2. Leak Detection Devices

- Acoustic Leak Sensors: Installed in distribution mains to continuously listen for and locate leaks.
- Inline Leak Detection Tools: Tools used during proactive maintenance to locate hidden leaks in water mains.

##### 3. Remote Monitoring Solutions

- Data Loggers & Transmitters: Collect and transmit data from remote field devices via cellular, radio, or satellite.
- Cloud-Based Dashboards: Web platforms provide centralized access to all field data, including alarms, trends, and analytics.

##### 4. Sewer & Stormwater Monitoring

- Smart Manhole Covers: Equipped with sensors for level, temperature, and intrusion detection.
- Inflow & Infiltration Monitoring Systems: Track wet weather flows and identify areas of excess infiltration into the sewer system.
- CSO/SSO Monitoring: Detect and alert for combined or sanitary sewer overflows in real time.

##### 5. Water Quality Monitoring

- Multi-Parameter Sensors: Measure parameters like pH, turbidity, chlorine, conductivity, and temperature.
- Event Detection Systems: Analyze water quality data to detect contamination events or anomalies.

##### 6. AMR/AMI Integration

- Many advanced monitoring devices can be integrated into Automated Meter Reading (AMR) or Advanced Metering Infrastructure (AMI) systems, such as Sensus FlexNet, also distributed by Core & Main.

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#### Partner Technologies

Core & Main works with a range of top-tier manufacturers to provide monitoring solutions, including:

- ADS Environmental
- Hach/McCrometer
- Sensus (Xylem)
- eLynx
- Infiniti.ai/FlowWorks
- FCS
- Orbis
- US3
- Halogen

72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Core & Main offers a wide range of products and services including water meters, AMI & AMR radios modules, analytics software, pipe, Manholes, covers, valves & fittings, fire protection products, HDPE fusible products, meters, storm drainage solutions, geosynthetics, treatment plant supplies, castings, clamps, couplings & tapping sleeves, irrigation products, pipe accessories, pumps & parts, rental equipment, restraints, service materials, and tools. Their services include meter and AMI/AMR system implementation, fusion services, treatment plant solutions, advanced monitoring solutions, smart metering and analytics, project management, training and technical support, system design and engineering, and assistance with product sourcing and logistics.	*
73	What levels of service (material only, turnkey, other) are being proposed?	We provide a combination of material only as well as turnkey projects depending on the product type and customer need.	*

**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	Equipment that monitors culvert activity is sold by Core and Main.	*
75		Manholes and covers	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
76		Piping and valves	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
77		Equipment, technologies, and services directly related to turnkey solutions for offering in 74-76 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*

**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	N/A	*
79		Equipment, technologies, and services directly related to turnkey solutions for offering in 78 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**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 type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
81		Other water barriers of similar nature intended for controlling water	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
82		Equipment, technologies, and services directly related to turnkey solutions offered above in 80-81	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**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](#) - Sourcewell Pricing.xlsx - Tuesday April 08, 2025 11:48:22
- [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Monday April 07, 2025 22:50:30
- [Marketing Plan/Samples](#) - Marketing Plan and Samples.pdf - Tuesday April 08, 2025 08:08:21
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Delegation of Signing Authority to Joshua Ordway.pdf - Tuesday April 08, 2025 11:53:01
- [Requested Exceptions](#) - Requested Exceptions.docx - Monday April 07, 2025 22:51:47

## 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. - Joshua Ordway, Sr. Manager, Sales , Core & Main LP

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