

**MASTER AGREEMENT # 040825****CATEGORY: Water Collection and Control Products for Community Infrastructure****SUPPLIER: Azuria Water Solutions Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Azuria Water Solutions Inc., 580 Goddard Ave., Chesterfield, MO 63005 (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 Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

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

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41

C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

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

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell 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 Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell 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;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell 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 Sourcwell, Supplier will pay an Administrative Fee to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

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

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

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

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

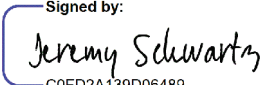
terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

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

040825-AZU

Sourcewell

Azuria Water Solutions Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/2/2025 | 7:12 PM CDT

Signed by:

8C38A5FA716E44D...
By: _____
Robert Moorhead
Title: Chief Commercial Officer
Date: 10/2/2025 | 3:32 PM CDT

RFP 040825 - Water Collection and Control Products for Community Infrastructure

Vendor Details

Company Name: Azuria Water Solutions

Does your company conduct business under any other name? If yes, please state: Insituform, UGS, MTC, Corrpro

Address: 4030 W. Boy Scout Blvd, Suite 250
Suite 250
Tampa, FL 33607

Contact: Ian Lancaster

Email: ilancaster@azuria.com

Phone: 813-944-7068

Fax: 813-944-7068

HST#: 45-3117900

Submission Details

Created On: Tuesday February 18, 2025 11:05:17

Submitted On: Tuesday April 08, 2025 16:02:19

Submitted By: Ian Lancaster

Email: ilancaster@azuria.com

Transaction #: a9117706-6f91-4252-8727-e830263ebc92

Submitter's IP Address: 147.243.245.12

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.	Azuria Water Solutions, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Insituform Technologies MTC Underground Solutions Corrpro	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	79UG5 0C008 3X4V8 9HUT4 1L3U1 1T1N9 1QZK4	*
5	Provide your NAICS code applicable to Solutions proposed.	237110 Water & Sewer Line 237120 Oil & Gas Line 238320 Painting 238990 Specialty Contract 314999 Misc Textile 423390 Material Wholesale 533110 Intangible Leasing 541330 Engineering Svs	
6	Proposer Physical Address:	580 Goddard Ave, Chesterfield, MO 63005	*
7	Proposer website address (or addresses):	www.azuria.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):	Robert Moorhead, Chief Commercial Officer 4030 W. Boy Scout Blvd., Suite 250, Tampa, FL 33607 rmoorhead@azuria.com 727-365-8650	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert Moorhead, Chief Commercial Officer 4030 W. Boy Scout Blvd., Suite 250, Tampa, FL 33607 rmoorhead@azuria.com 727-365-8650 4030 W. Boy Scout Blvd., Suite 250 Tampa, FL 33607	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not Applicable	*

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

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Azuria is the largest player in the trenchless wastewater, stormwater, and potable water pipeline rehabilitation space. Leveraging its scale, vertical integration, and long-standing reputation as a high-quality service provider, Azuria provides services and products primarily to municipalities across North America who have substantial need to repair and maintain aging water and sewer pipelines. CIPP technology and other trenchless solutions offer compelling value to customers as they are more economical and less disruptive than traditional open-cut (rip & replace) methodologies.</p> <p>Our core capabilities primarily support water infrastructure assets with leading products and services ranging from design to installation, maintenance, and remediation.</p> <p>Insituform, the company's founding brand, was established in 1971 and presented an initial public offering in 1981. In 2011, after decades of strategic acquisitions, Aegion was formed as a holding company for Insituform and the other companies under ownership at the time; Aegion was then listed on the NASDAQ under the symbol AEGN. In 2021, New Mountain Capital purchased all outstanding shares of Aegion, making it a private company once again. In 2024, Aegion rebranded to become Azuria Water Solutions.</p> <p>Today, Azuria companies proudly employ more than 2,900 people in locations across the globe. Seeking continuous improvement in safety, quality, and results, Azuria is committed to providing best-in-class service for its customers and strengthening its industry leadership position.</p> <p>Azuria employees are empowered to incorporate our five core values and implement them in thoughts, words and actions:</p> <p>ZERO INCIDENTS ARE POSSIBLE. Ensuring the safety of each employee is our top priority. Every Azuria employee is empowered to deliver best-in-class safety performance at all times.</p> <p>DO WHAT'S RIGHT. We are fair, ethical, and respectful in all situations and interactions. We value the varied strengths, experiences, and backgrounds of others.</p> <p>BE BETTER. We never settle for the status quo and strive each day to do better and to be better. We recognize we will be better and achieve growth by intentionally creating a culture of inclusion through acquiring and retaining a diverse workforce.</p> <p>WE SOLVE PROBLEMS. We exceed expectations by working together to identify and solve problems. We believe problem solving requires looking at challenges and opportunities from fresh and diverse perspectives.</p> <p>RESULTS MATTER. Although our company has many parts, our common mission is driven by accountability. We encourage collaboration with one another to maximize our potential and realize profitable growth.</p>
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12	What are your company's expectations in the event of an award?	<p>At Azuria, we recognize that the success of this partnership requires a proactive approach to sales and marketing.</p> <p>Upon contract award, we will immediately train Azuria sales teams about the contract as they work to identify and pursue opportunities with relevant entities. We will provide a targeted list of accounts and implement a strategic approach to rapidly secure new clients. Our marketing team will develop high-impact collateral materials (see examples in our attachments) to support these efforts.</p> <p>We will actively promote our successes and leverage insights from our experiences to refine our approach. Our objective is to make the new Azuria contract mutually beneficial for customers, Sourcewell, and Azuria. We aim to demonstrate consistent contract growth during our quarterly business reviews.</p> <p>Azuria will market the contract at trade shows and conferences, positioning it as the premier choice for public entity procurement, including but not limited to:</p> <ul style="list-style-type: none"> - AWWA ACE25 (June 8 - 11) - NIGP Forum 2025 (July 28 - 30) - ASCE Pipelines 2025 (Aug 9 - 13) - WEFTEC 2025 (Sept 27 - Oct 1) - No-Dig North & ISTT International No-Dig 2025 (Oct 27 - 29) <p>We will strengthen our partnership with Sourcewell by delivering member-specific solutions that drive value, efficiency, cost savings, and ease of use. Our focus is on expanding Sourcewell's reach and introducing its benefits to new opportunities.</p> <p>Furthermore, we will establish a reliable and scalable model that provides industry intelligence, strategic insights, and innovative thinking to maximize the impact of this agreement. Our commitment is to enhance value creation for Sourcewell members across the United States and Canada.</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>In 2024, Azuria had an annual revenue of approximately \$1.5 billion and we can confidently demonstrate our financial strength using the following examples:</p> <p>S&P Credit Analysis (see uploaded document "01_S&P Credit Analysis_May 2024.pdf")</p> <ul style="list-style-type: none"> - S&P Outlook: "The stable outlook reflects our expectation that Azuria will modestly improve EBITDA margins and reduce debt to EBITDA to the mid-6x area in 2024." <p>Moody's Credit Analysis (see uploaded document "02_Moody's Credit Analysis_April 2024.pdf")</p> <ul style="list-style-type: none"> - Moody's Outlook: "The stable outlook reflects our expectations that Aegion* will maintain good liquidity, supported by positive free cash flow generation, and that steady demand for Aegion's services will contribute to revenue growth in a high-single digits rate range and further profitability rate expansion, and that debt-to-EBITDA will be around 5.5x" <p>Aegion* Compliance Certificate December 2023_MD&A (see uploaded document "03_Aegion Compliance Certificate December 2023_MD&A.pdf")</p> <ul style="list-style-type: none"> - We provide quarterly and annual compliance reporting to our lenders and have included the MD&A related to our Q4 & full year 2023 operating results. We are in the process of finalizing the 2024 certificate. <p>Azuria Compliance Certificate September 2024_MD&A (see uploaded document "04_Azuria Compliance Certificate September 2024_MD&A.pdf")</p> <ul style="list-style-type: none"> - We provide quarterly and annual compliance reporting to our lenders and have included the MD&A related to our 2024 operating results through September 2024. <p>* Aegion rebranded to become Azuria Water Solutions in April 2024.</p>	*
14	What is your US market share for the Solutions that you are proposing?	We generally estimate our US market share to be between 15% and 50% depending on the particular product.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our Canadian market share ranges from 10% to 50%, depending on the particular product.	*
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.	Not Applicable	*

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>Azuria is a manufacturer and service provider of trenchless water and wastewater solutions which enable state and local communities to renovate/replace their underground infrastructure in a more efficient manner, thereby saving taxpayers time and money. With a world-class manufacturing facility in Batesville, MS, we supply more than 700 products and services for the water and wastewater industry in North America.</p> <p>Our proven track record of success spans more than half a century, but technology is the center of everything we do. We invest significantly in industry-leading innovations that improve the safety, efficiency and quality of our products and services. We hold more than 15 patents with a dozen patent-pending applications in the pipeline. Azuria also continues to invest in acquiring new products and service-providers to help grow our geographic footprint and bolster our portfolio of water solutions to aid local communities with their crumbling infrastructure. Our team members are actively engaged in the trenchless, corrosion and water industries, and many hold board and committee positions at organizations — like the North American Society of Trenchless Technology (NASTT) and the Association for Materials Protection and Performance (AMPP) for example — that are globally recognized and trusted by our customers.</p> <p>Azuria has a tenured sales and product fulfillment staff of more than 100 people and employs more than 2,000 personnel exclusively devoted to the distribution of products/services operating in all states in the U.S. and every province in Canada. Our global headquarters is in Chesterfield, Missouri, a suburb of St. Louis; however, we have over 50 office locations throughout the continental U.S. and three additional offices in Canada (Quebec, Ontario, and Saskatchewan).</p> <p>With the industry's largest sales force working out of 50+ offices, we are ready now to maximize the number of customers nationwide that can benefit from this opportunity. Moreover, using our proprietary analytics and the industry's largest customer base, we can track municipal funding and spending to identify customers who would benefit from trenchless solutions and offer municipalities price certainty without having to go to bid.</p> <p>As a vertically integrated company, Insituform controls every step in the pipe protection and rehabilitation chain in-house; from product development and engineering to manufacturing and installation. We take complete responsibility for our solutions and our ISO:9001 certification covers everything from the manufacturing of CIPP liner to all aspects of design development, wetout and installation. Our portfolio of products and comprehensive services mean we can plan, manage and execute every facet of a trenchless rehabilitation project. All functions mentioned have standards and procedures written and certified with field audits.</p> <p>Subcontractors will be based on the geographic area and the discipline required. We have relationships with hundreds of quality subcontractors across the U.S. who have supported our trenchless solutions.</p> <p>Insituform's Executive Leadership of Robert Moorhead, Chief Commercial Officer, and Ian Lancaster, Sr., Vice President of Sales, have 30+ years of industry experience implementing cooperative purchasing agreements. Upon award, our entire Executive Leadership team will fully endorse the use of this agreement in our go-to-market strategy and implement a multi-phased approach to ensure success.</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>Our products are manufactured in facilities that are ISO 9001 certified. Our products that are used in potable water applications meet NSF 61-G certification. When installation services are included as part of the product offering, those can be provided by licensed contractors when/where required.</p> <p>Compliance with AWWA & ASTM standards apply to a number of the products offered.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Not Applicable</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>With more than half a century in business, Azuria teams have been recognized for decades by the industry, customers and other third parties for our achievements in safety and performance.</p> <p>Here are few of the key awards won since 2020:</p> <p>2025 NASTT Abbott Innovative Products & Services Award Winner "Best Overall Techonology" for Azuria's CloseTolerance Pipe Slurrification (CTPS) process</p> <p>2024 International Society for Trenchless Technology's New Technology Award: Drone Technology Integrated with LiDAR International Society for Trenchless Technology's Project of the Year Award: Queens Bridge Siphons Relining Rocky Mountain Chapter of Trenchless Technology's Project of the Year: South Englewood Project Trenchless Technology Magazine's Rehabilitation Project of the Year: Front Street Interceptor SEA's Silver Safety Award Industry Business Roundtable Silver Safety Excellence Award Highwire Platinum Safety Award</p> <p>2023 Industry Business Roundtable Safety Excellence Award Mentor Highwire Platinum Safety Award Underground Construction Awards' Environmental Awareness Award Trenchless Technology Magazine's Project of the Year Honorable Mention: Cape Coral, Florida Caloosahatchee River Pipeline Project</p> <p>2022 Industry Business Roundtable Best in Class Safety Excellence Award Highwire Platinum Safety Award SEA Best in Class Safety Award The Pipeline Industries Guild's Utility Pipeline Technology Award NASTT Abbott Innovative Products & Services Award for CIPP Carbon Filtration</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over the last 3 years, Azuria's government sector sales have represented ~70% of total sales.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the last 3 years, Azuria's education sector sales have represented less than 1% of total sales.	*
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?	Azuria has performed >\$250M through its cooperative procurement agreements over the past three years. A few of the current cooperative agreements we hold are through: OMNIA Partners, BuyBoard, & COSTARS.	*
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?	Not Applicable	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Hillsdale, MI	Kristin Bauer, PE	517-437-6479	*
City of Valparaiso, IN	Nate McGinley	219-462-6174 x1375	*
City of Napa, CA	Chris Jones, PE, Senior Civil Engineer	707-257-9460	*
City of Cape Coral	Bill Perry, PE, Project Manager	239-574-0729	
EPCOR Water Services, Edmonton, Alberta, Canada	Nejirvan Avdal, Project Manager	780-613-4172	

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

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

Line Item	Question	Response *
26	Sales force.	<p>Azuria Water Solutions is one of the world's largest providers of trenchless solutions, Our bona fides include:</p> <p>We are a technology-enabled water solutions company who invented the world's most utilized trenchless method, Cured-in-Place-Pipe (CIPP), more than 50 years ago in England.</p> <p>Our North American reach is unmatched in the industry. From our 50+ offices, our sales staff of 80 professionals are supported by more than 2,000 trenchless pipeline designers, foremen, superintendents, and field technicians. We maintain relationships with 9,000 municipalities that benefit from our expertise. (See the attached document, "Map of Azuria Locations.pdf" under Additional Document)</p> <p>We were the first trenchless water corporation to receive ISO 9001 quality installation certification in 1995 and have remained current since.</p> <p>We custom-manufacture materials at our ISO 9001-certified manufacturing facilities in Batesville, Mississippi. Employing over 150 people with operation 18 hours a day, we have over 120,000 square feet dedicated to the manufacturing of trenchless water materials.</p> <p>We developed/patented and are the sole supplier and patent holders of Fusible PVC® (FPVC) products. We also maintain a strong network of subcontractors and in-house installation crews.</p> <p>Our trenchless pipeline rehabilitation products are tested in our 55,000 square-foot state-of-the-art Research and Development facility in Chesterfield, Missouri. Other specialty pipe products (such as FPVC) are manufactured to industry standards and tested at this facility to ensure performance.</p> <p>In short, the Azuria team is an all-star group with unparalleled reach and a comprehensive suite of products and solutions. As you evaluate this submittal, please keep the following key advantages in mind:</p> <p>50 Years of Innovation We invented the CIPP process 50 years ago and continues to innovate the trenchless water rehabilitation industry, including industry-leading design and development, and is the market leader in CIPP manufacturing, wetout, and installation. Our history of pioneering innovations also includes developing the use of carbon fiber reinforced polymer (CFRP) for pipeline rehab, and originating Fusible PVC as a viable trenchless solution.</p> <p>Unparalleled TRENCHLESS Experience Azuria has supplied over 50,000 miles of trenchless products/services with little to no disruption and leads the industry with the most experienced personnel in the world. No other provider in the world has more trenchless water experience.</p> <p>North American Reach Maximizes Sourcewell Master Agreement With the industry's largest sales force working out of 50+ offices, we are ready now to maximize the number of customers nationwide that can benefit from this opportunity. Moreover, using our proprietary analytics and the industry's largest customer base, we can track municipal funding and spending to identify customers that would benefit from trenchless solutions and offer municipalities price certainty without having to go to bid.</p> <p>We are Accountable As a vertically integrated company, Insituform controls every step in the pipe protection and rehabilitation chain in-house; from product development and engineering to manufacturing and installation. We take complete responsibility for our solutions and our ISO:9001 certification covers everything from the manufacturing of CIPP liner to all aspects of design development, wetout and installation. Our portfolio of products and comprehensive services mean we can plan, manage and execute every facet of a trenchless rehabilitation project. All functions mentioned have standards and procedures written and certified with field audits.</p> <p>Design and Construction Excellence Trenchless design efforts are all handled in-house by our cadre of industry-leading engineering staff. Azuria currently ranks near the top 50 in Engineering News-Record's Top 500 Design Firms, handling the design and engineering for all CIPP applications, in addition to a wide range of other trenchless solutions. On the installation side, Azuria ranks in the Top 5 in Engineering News-Record's Top 200 Environmental Firms Wastewater category.</p> <p>Familiarity with ON-CALL, MULTI-YEAR Contracts We are well versed on the needs of multi-year IDIQ, on-call, and unidentified-scope</p>

		<p>contracts. Currently, we hold almost 70 multi-year contracts around the continent. No other provider holds more trenchless multi-year annual service contracts than we do. Whether they are multi-year term/annual contracts, IDIQ contracts, or "find & fix" contracts, we have the experience to manage and perform on projects that have long life-spans, a multitude of different scopes, and similar pipeline reconditioning program organization.</p> <p>Innovation Delivered Safely</p> <p>Our corporate safety policy is to provide an accident-free work environment and we work diligently to adhere to this policy on a daily basis. Each project is managed with quality and safety in mind – in fact, we are the only CIPP manufacturer to obtain OSHA's Voluntary Protection Program Star status. Our professionals take great care to follow strict standards and also boast some of the highest safety ratings in the industry. Our "Big Five" policy, which covers confined space and underground pipeline safety procedures, forms the basis of our safety program and accident-free safety culture. Safety is paramount and is infused into our projects team, including our external service providers.</p>	
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>We manage all North American distribution in-house, including delivery to Hawaii, from our 100+ regional and local offices, supported by our commercial sales team of more than 80 employees. Azuria does not use third-party dealers or distributors.</p> <p>(See the attached document, "Map of Azuria Locations.pdf" under Additional Document)</p>	*
28	Service force.	<p>Azuria operates 100+ regional and local offices, including in Canada and Hawaii, that serve as the base stations and hubs for both products and services (See the attached document, "Map of Azuria Locations.pdf" under Additional Document). Our size, our national reach, and in-house capabilities and control of the supply chain enable us to control quality, expedite operations, and source materials faster than competitors. Because we oversee these elements within our own workforce and are not dependent on as many additional manufacturers or suppliers, we can better maintain project schedules and adapt to changes in weather, field conditions, or other parameters that have the potential to impact product installation and service.</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>Leads and product orders come to us from a variety of channels, including existing customer reorders, organic leads through our website - and soon through our e-commerce platform - and more. We can accept order inquiries and requests via email, phone and in-person engagement. We are the only sellers of our products in North America therefore we do not engage with dealers or distributors to complete orders.</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>A customer placing an order is just the beginning of the customer service cycle for Azuria sales teams.</p> <p>Each product provider in our portfolio employs dedicated sales team members who support the negotiation process directly with each customer.</p> <p>Once engaged with a sales team member, a dedicated project manager or customer relationship manager is assigned to review specifications, determine optimal shipping, confirm receipt and ensure overall satisfaction for each order.</p> <p>Azuria employs dozens of expert engineers to provide installation and post-installation support as needed. We stand behind every product we sell and will do so before, during and after each sale.</p> <p>Azuria teams also manage a thorough, responsive issue resolution process designed to identify issues as they arise and resolve them quickly. If a participating entity has a problem with a product or service, the entity will have an assigned customer service contact for rapid response. All issues raised are tracked on a tracking log and monitored by leadership. Issues that are not resolved within a set amount of time are automatically escalated.</p>	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Azuria is excited to provide our products and services to Sourcewell members. We are confident in our ability to provide the best products and long-term value for the renovation and maintenance of Sourcewell member's pipeline infrastructure and to maximize adoption by other public agencies through this agreement. Our prior success using cooperative agreements (>\$250M since 2022) reinforces this.</p> <p>We are a top-quality trenchless solutions provider with national reach and industry-leading experience. The Azuria bona fides include:</p> <ul style="list-style-type: none"> - We invented Cured-in-Place-Pipe (CIPP) more than 50 years ago - It is now the number one trenchless rehabilitation method worldwide. - Our reach is unmatched in the industry. From our 50+ offices, our sales staff of 50+ professionals are supported by more than 2,000 trenchless pipeline designers, foremen, superintendents, and field technicians. We maintain relationships with 9,000 municipalities that benefit from our expertise. - We were the first trenchless water corporation to receive ISO 9001 quality installation certification in 1995 and have remained current since. - We custom-manufacture materials at our ISO 9001-certified manufacturing facilities in Batesville, Mississippi. Employing over 150 people with operation 18 hours a day, we have over 120,000 square feet dedicated to the manufacturing of our products. - We developed/patented and are the sole supplier and patent holders of Fusible PVC® (FPVC) products. We also maintain a strong network of subcontractors and in-house installation crews. - Our trenchless pipeline rehabilitation products are tested in our 55,000 square-foot state-of-the-art Research and Development facility in Chesterfield, Missouri. Other specialty pipe products (such as FPVC) are manufactured to industry standards and tested at this facility to ensure performance. - With more than 2,600 fulltime employees, Azuria can meet the needs of Sourcewell customers anywhere in the United States regardless of time zone or zip code. <p>In short, the Azuria team is an all-star group with national reach and comprehensive products and solutions, delivered by the most experienced team in the world.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Azuria can deliver most products and all services outlined in the agreement in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Azuria is not able to sell or broker cathodic/corrosion protection products or services in Canada. This restriction does not apply to any other products or services represented in this proposal. With a national footprint of 50+ offices, a 150,000 square foot manufacturing facilities, and wet-out facilities located at numerous locations throughout the U.S., we are able to distribute products and services to any location in the 50 states as well as some U.S. territories.</p> <p>The exact methodology of how we will distribute depends on the work needed. We will distribute our products and services as appropriate to the work order and will use a combination of sourcing from in-house manufactured products, in-house installation crews, as well as products and services sourced from trusted third-party suppliers.</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.	Not Applicable	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

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>We understand that if we are chosen as a Sourcewell contract vendor, there is much work to be done to bring our product benefits to participating entities. To determine success, Azuria team will take the lead in marketing and selling to entities. Our staff will be trained and prepared to recognize potential Sourcewell opportunities, determine accounts to pursue, strategize, and close new public institutions quickly.</p> <p>Our marketing department will produce compelling, co-branded collateral material to help support these sales efforts. We will track our successes and learn from our losses. Our goal is to make the new Azuria contract a win-win-win for the public institutions, for Sourcewell, and for us. We intend to show continued growth and progress in sales during quarterly business reviews.</p>

The Azuria public relations team will announce the agreement through paid, earned and owned media campaigns that leverage our website and other owned channels. The benefits of the Sourcewell contract will be a key feature in regular communications packages to government, education, and non-profit customers. We will also promote via social media to generate increased buzz in the industry.

The power and potential of a partnership with Sourcewell is significant and demands a strategic approach to internally and externally market its benefits.

Together, we can hit the ground running with strategies and tactics to reach our marketing goals and deliver on key performance indicators:

GOALS

- Leverage our position as the leading technology-enabled water solutions provider to deliver unmatched experience and capabilities related to categories in the Contract nationwide.
- Support municipal entities in their work to improve water and wastewater infrastructure in their communities.
- Create and cultivate a prosperous relationship with Sourcewell and entities to deliver maximum value for all parties involved.

STRATEGIES & TACTICS

- Present clear, concise benefits of the contract internally to relevant partners and their teams and externally to the public and specific customers.
 - Issue a program-launch press release; publish a dedicated Sourcewell webpage on Azuria.com; maintain regular media relations with key industry publications; create social media content; execute webinars; and create digital & print collateral
- Make it easy to access information for internal and external teams
 - House downloadable assets on a Sourcewell page on Azuria.com as well as on the myAzuria intranet and employee app
- Make it easy for sales and business development teams to present customized collateral and content quickly and easily
 - Publish dedicated internal file repositories (SharePoint, Team channel); templated presentation decks, email design templates, written correspondence, call scripts and FAQs
- Create a steady drumbeat of content and promotion to maintain momentum after launch
 - Social and email content calendars; email campaigns via Pardot/Salesforce; print and digital advertising with QR codes linked to the Sourcewell website

THE FIRST 90 DAYS

Pre-Announcement (Day 1-30)

- Design dedicated Sourcewell webpage on Azuria.com
 - Include contact form linked to Salesforce CRM to collect data and alert relevant sales teams of inquiries
- Draft press release
- Draft internal FAQs, external FAQs, talking points and holding statements/quotes
- Design collateral, sales decks and email templates; distribute to internal teams
- Draft social media content
- Conduct sales team training opportunities that cover contract elements and implications for business developers

Launch Week (Day 31-38)

- Distribute a press release over national news wire and on the Azuria.com newsroom to announce the contract with Sourcewell.
- Post launch-day content on Azuria, Insituform, MTC, Underground Solutions, and Corpro LinkedIn pages
 - Azuria CEO, COO, CCO and the project teams share company post on their personal LinkedIn pages
- Post dedicated page and on Azuria.com newsroom
- Deploy announcement email to all Azuria customers to announce partnership and link to dedicated webpage
- Announce partnership on Azuria intranet via a message from CEO Rob Tullman; send push notification alerts to all employees via the myAzuria internal app

Ongoing (day 38 and beyond)

- Conduct regular update calls with executive management, regional management, business development and marketing to present progress against program KPIs
- Conduct webinar events for current and prospective clients to outline components and benefits of the contract
- Bi-monthly social media posts
- Quarterly email blast to customers
- Promote contract at national trade shows at customers meetings and private events:
 1. No-Dig North 2025 in Vancouver
 2. UESI Pipelines 2025
 3. AWWA ACE 2025
 4. WEFTEC 2025
- Azuria will seek the trade shows where Sourcewell members will be in attendance. These

may include NIGP (National Institute of Governmental Procurement, Inc.), NASPO (National Association of State Procurement Officials), NAEP (National Association of Educational Procurement), ASBO (Association of School Business Officials International), and AASHE (The Association for the Advancement of Sustainability in Higher Education.) Azuria will evaluate which of these events should be attended nationally, regionally, as well as locally, create booth designs and messaging, and suggest giveaway items. We will advertise and promote our Sourcwell Contract as a buying vehicle for our customers.

- Promote at various regional trade shows and conferences attended by Insituform, MTC, Underground Solutions, Corrpro and other Azuria portfolio companies

KEY PERFORMANCE INDICATORS (KPIs)

Establishing and measuring marketing KPIs will be key to determining the effectiveness of promotional tactics and progress toward our overarching goals. The following performance indicator categories will be measured by our teams throughout the program and will be reported to program players quarterly. If certain tactics perform better than others, the team will adjust what, where and/or how we promote the contract on an ongoing basis:

- Number of entites participating
- Revenue: dollars won by party
- Email engagement: open and click-through rates
- Social media engagement: LinkedIn metrics
- Calls and meetings executed: Salesforce metrics
- Webinar attendance and relevant follow-up meetings secured: platform metrics and Salesforce data
- Webpage traffic: Unique Month Visits (UMV) tracked in Sitecore

Azuria will maintain a close ongoing relationship with our Sourcwell team, informing them as to our progress when we hold our quarterly meetings. Both teams will analyze revenue, trends, and future opportunities in the marketplace.

TEAM MEMBERS

Our experienced, tenured teams cover a variety of regions, functions and businesses within the Azuria portfolio. Together, the following team will collaborate on the implementation of contract promotion and marketing to internal and external stakeholders:

- Robert Moorhead, Chief Commercial Officer, Azuria (Tampa, FL)
- Ian Lancaster, SVP, Sales, Insituform (Tampa, FL)
- Andrew Costa, VP, Sales, Insituform (Tampa, FL)
- Kevin Coburn, VP, Sales, Insituform (Bloomington IL)
- Joe Lane, VP, Sales, Insituform (Colorado)
- Kenny Boeh, VP, Sales, Insituform
- David Reuter, SVP, GM – Products Group, Azuria (San Diego, CA)
- Lee Zubrod, VP, Utility Services, Azuria (Tampa, FL)
- Gerhardt Rodenberger, GM, EN-TECH Infrastructure (Closter, NJ)
- Mike Woodcock, VP, Portland Utilities (Portland, TN)
- Amber Wagner, PhD, Director, Engineering, Azuria (Seattle, WA)
- Beth Kerley, VP, Marketing & Communications, Azuria (St. Louis, MO)
- Kara Wilson, Art Director & Graphic Designer, Azuria (St. Louis, MO)
- Emily Bock, Marketing Project Manager, Azuria (St. Louis, MO)

ATTACHED DOCUMENTS

See these attached documents:

"Azuria Marketing Samples, Concepts, and Co-Branded Collateral.pdf"

"Azuria Water Solutions 2023 Sustainability Report - Oct 2024 Linked.pdf"

"E-Commerce Screenshots.pdf"

"Map of Azuria Locations.pdf"

38	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Azuria utilizes a variety of paid and organic digital marketing tactics. We believe measurement and benchmarking is critical across all digital marketing channels and tactics, including:</p> <ul style="list-style-type: none">• METADATA & SEM: We contract with a proven digital marketing firm to identify relevant keywords, titles and descriptions on our website to boost search engine results for our companies and products. The agency also ensures that relevant Google and Bing paid ad campaigns are in place for our products and services. We dedicate hundreds of thousands of dollars to website development, SEO, SEM and content optimization annually.• SOCIAL MEDIA: Azuria primarily focuses on LinkedIn channels for parent and portfolio brand content, including channels for our product providers. We maintain several YouTube channels to share educational and promotional content about our people, products and portfolio of brands and services.• DIGITAL AD CAMPAIGNS: Azuria regularly invests in digital display and programmatic advertising campaigns that reach audiences in industry-relevant online destinations as well as unrelated sites that targeted audiences happen to browse, respectively.• EDUCATION: Azuria frequently attends trade show events where our experts present to industry peers and customers. Our teams also host in-person and virtual lunch and learns that we promote online to drive attendance and share content publicly afterward when appropriate.• EMAIL MARKETING: Azuria utilizes Salesforce CRM and its marketing platform Pardot to maintain customer data and drive marketing activities. The programs share data that yield customer insights (last contact, event attendance, etc.) and quantify marketing success (email open rates, opt-outs, etc.). <p>See attached documents "Azuria Marketing Samples, Concepts, and Co-Branded Collateral.pdf" and "E-Commerce Screenshots.pdf"</p>
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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>Three words best describe what we believe the role that Sourcewell will play in promoting contracts that arise out of this RFP: Communication, Training and Mentorship.</p> <p>Here is an explanation of each:</p> <p>Communication - We know that following the award of the contract, Sourcewell will announce to all 55,000+ members located in the United States and Canada the information about the new contract and the vendors. We believe that this notification is the most read email that Sourcewell distributes. Azuria also knows that our agreement information will appear on the Sourcewell website. We will assist and provide the needed material to Sourcewell for this site very quickly. Also, as part of our marketing program, we want to work with Sourcewell to include Azuria in the former's awareness campaigns at national and regional trade show events.</p> <p>Training - Sourcewell has a dedicated training to inaugurate new vendors into the program. Azuria looks forward to attending those sessions and commits to working with Sourcewell to get our contract details on your site quickly. Our team will be eager students to learn how best to market to your members. Our goal will be to begin selling the contract very quickly after award.</p> <p>Mentorship - Sourcewell's revenue has increased more than 10-fold during the past decade. We want to learn strategies to increase our success in these markets through the Sourcewell program. We look forward to working with you.</p> <p>Azuria wants to be a Sourcewell contract vendor. However, we understand that for the program to be able to be considered a success, the Azuria team will need to take the lead in the marketing and sales process. We will immediately train our sales team to recognize potential Sourcewell opportunities, to give them a listing of accounts to pursue, to strategize and to close new public institutions in a very short period.</p> <p>Our marketing department will produce collateral material to help support these sales efforts. We will track our successes and learn from our losses. Our goal will be to make the new Azuria contract a win-win-win for the public institutions, for Sourcewell as well as for us. Our hope is that we will show continued growth in sales during our quarterly business reviews.</p> <p>Azuria's marketing team will announce the agreement through a media campaign, highlight on our website, as well as feature in our regular communications package to our government, education, non-profit customers. We will also promote via social media to maintain a steady drumbeat of buzz in the industry.</p> <p>HOW WE WILL INTEGRATE A SOURCEWELL-AWARDED AGREEMENT INTO OUR SALES PROCESS</p> <ul style="list-style-type: none"> • All Azuria sales teams will have initial and ongoing training on the agreement and how to leverage it during customer interactions. • We will host a dedicated page on the Azuria intranet where an overview, brochures, FAQs and more will live so that Sourcewell information is readily available to anyone in our company. • Sales team members will incorporate Sourcewell success metrics into individual performance goals and plans to ensure that our teams are invested in promoting the agreement. 	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Azuria products will be available through a new e-commerce site launching in Q2 2025. Once in place, we will utilize key metrics and sales information to monitor the usage by governmental and educational customers and the relevant success with those audiences.</p> <p>See uploaded screenshots of the e-comm site in production (file is titled ""E-Commerce Screenshots.pdf"")</p>	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Azuria offers a variety of training programs related to the installation of our pipelining products. Fusible PVC®, WEKO-SEAL®, Vylon® Slipliner and Primus Line® offer individual, application-specific training opportunities to help ensure the success of every installation and the satisfaction of our customers. These training programs can take on a variety of formats from virtual lunch-and-learn/webinars to in-field demonstrations. Trainings are conducted by our experts and engineers at little to no cost depending on format and audience.</p> <p>Azuria representatives can offer educational training to Sourcewell representatives as needed throughout the length of the contract.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Technology is a cornerstone of our business. We own several exclusive, patented products available only through Azuria. Fusible PVC® is an exclusive product that is installed using a patented fusion process. Vylon® Slipliner can be readily used in sewer lines without the need to stop the flow of water (known as a bypass), saving time and money. Primus Line® is a German-engineered product that installs quickly and is ideal for pressurized pipeline rehabilitation.</p> <p>We also offer installation and rehabilitation services to install those products using state-of-the-art inspection, cutting and reinstatement technology for pipeline rehab applications specifically.</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>For more than 50 years, Azuria has supported a more sustainable future through the implementation of technology and trenchless techniques to protect and rehabilitate water infrastructure. Unlike traditional open-trench methods, trenchless rehabilitation allows us to repair and upgrade critical water infrastructure while minimizing disruption to soil and the environment. This approach reduces vehicle idle time and associated emissions while helping preserve surrounding ecosystems. By leveraging innovations and refining our processes, we aim to achieve more while using less. This philosophy is a guiding principle that shapes our daily activities and long-term strategies.</p> <p>Our efforts in sustainability are not just about meeting regulatory requirements or achieving industry standards; they are about leading by example and setting new benchmarks for what can be accomplished. We understand that true sustainability is a collective effort, requiring collaboration and innovation across all levels of our organization and with our partners. Our 2023 sustainability report is included in our response under Marketing Plan/Samples document upload section; our 2024 report will be published in Q2 2025.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 9001	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Azuria is comprised of more than a dozen product and service providers that deliver solutions for water and other pipeline infrastructure. We are a one-stop, turn-key resource for products as well as installation and ancillary services. Our motto is YES, WE CAN!</p> <p>Azuria can deliver and perform more than 700 products and services in North America. Our proven track record of success spans more than half a century, but technology is the center of everything we do. We invest significantly in industry-leading technology that improves the safety, efficiency and quality of our products and services. We hold more than 15 patents with a dozen pending patent applications in the pipeline. Azuria also continues to invest in acquiring new products and service-providers that help us grow our geographic footprint and our portfolio of solutions. Our team members are actively engaged in our industry and many hold board and committee positions at organizations, like the North American Society of Trenchless Technology (NASTT) and the Association for Materials Protection and Performance (AMPP) for example, that matter to our customers. We employ experts, including engineers, who help customers navigate challenges and select the right products and services for the job.</p>	*

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>As a company that performs >\$1B annually with the federal, state, and local governments Azuria works with hundreds of WMBE and SBE business annually. When required, Azuria will leverage these industry connections to locate the appropriate WMBE/SBE entity to ensure that the local agency is compliant with federal/state requirements.</p> <p>See attached "Diversity Partners.pdf" for a listing of WMBE entities we regularly partner with.</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.	Azuria's standard payment terms are 30 days. We accept check, ACH and credit cards.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Not Applicable	*
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>We have reviewed Sourcewell's T&C and they are acceptable. Any adjustments to terms and conditions will be handled on a local participating entity basis.</p> <p>As an example, we have attached a sample T&C for Corrpro.</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?	<p>We accept P-card payments up to \$5,000.00 USD at no additional cost (Amex, Discover, MasterCard, & Visa).</p> <p>Orders exceeding \$5,000.00 USD may require additional processing fee.</p>	*

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.	Azurias discount structure to Sourcewell Members is based on a percentage discount off of the current list pricing for each product. These discount rates vary from 10%-15% for each product category (in the U.S. & Canada) and can be found in the attached price list.	*
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.	U.S. & Canada Discount Structure: Cathodic/Corrosion Protection - 10% off current market pricing, Trenchless Water Pipeline Renovation/Replacement - 15% off current market pricing.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Large Order and Volume Discounts: Azuria has decades of experience working with cooperative purchasing agreements on individual projects and discounted pricing. In addition to our general category discounts, we will continue to work with Sourcewell Members to leverage additional discounts for large, single orders, based on size and scope. Customer Specific Pricing: Azuria recognizes the importance of providing Members with relevant pricing for specific products in special circumstances. Deeper discounted pricing can be sought in the form of Customer Specific Pricing as it relates to specific opportunities.	*
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.	Azurias can offer "open market" or "non-contracted items" to Sourcewell Members. We define these items to be specific add-on products/services that are not on the contract but are integral to the Member. The price of these items will follow the same discount structure as our contract items (10%-15% off of market pricing) and will be negotiated in good faith between Azuria and the Sourcewell Member. This item(s) will be labeled on the final proposal as "open market" or "non-contract" for full transparency to the Member.	*
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.	All pricing considerations (not including freight/shipping) have been taken into account in our pricing list. Pricing pages contain all costs associated with these products/services and will never exceed the Sourcewell Member discount pricing.	*
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.	Azurias product prices are set for the products we sell; pricing is not impacted by installation, inspection, etc. Shipping/freight costs will be billed according to the size, shipping location and weight of an order.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Azurias companies utilize pre-pay to initiate an order before adding freight. We can then arrange freight for the customer and add the cost to the final invoice.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not Applicable	*

67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>At Azuria, we take our national contract obligations with the utmost seriousness. With a proven track record of delivering precise pricing and conducting rigorous compliance audits, we are fully committed to maintaining the highest standards of contract integrity. To ensure continuous compliance, we regularly verify our pricing data and hold ourselves accountable to the strictest internal pricing protocols.</p> <p>We have established robust processes to guarantee pricing accuracy and consistency across all contracts. Specifically, a dedicated and highly skilled pricing team is responsible for managing and maintaining contract pricing, ensuring full alignment with contract terms and requirements. Furthermore, we conduct regular pricing reviews, comparing our rates to the contract's stipulated pricing structure to ensure consistency for all participating entities.</p> <p>In addition to routine reviews, we perform random audits and price checks throughout the term of the contract, providing an additional layer of oversight and accountability to uphold our pricing integrity.</p> <p>Azuria is committed to ensuring the successful execution of this contract by demonstrating our capacity to manage agreements of this scale with precision and reliability. We will adhere strictly to all pricing structures, reporting deadlines, and fee remittance obligations outlined in the contract.</p> <p>Our compliance strategy is built upon proprietary systems designed to ensure pricing adherence in accordance with contract terms or specific Sourcewell Member pricing agreements. This strategy spans the entire contract lifecycle, from solicitation through to post-contract closeout. It begins with comprehensive training for all personnel involved in contract execution, followed by annual refresher training and certification to maintain ongoing compliance.</p> <p>To further strengthen our compliance efforts, we have implemented automated quality assurance processes that ensure reporting deadlines and accuracy commitments are consistently met. Upon award of the contract, we will ensure all sales personnel are fully trained on the specific contract requirements. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contract team to ensure that pricing is in full compliance with agreed-upon hourly rates and other commitments.</p> <p>Azuria and Sourcewell will engage in regular meetings to proactively address, discuss, and track any issues, maintaining a transparent communication flow and holding ourselves accountable throughout the duration of the contract.</p> <p>Our Program Management team, which is dedicated exclusively to Sourcewell contracts, is highly experienced and actively supported by senior leadership. The team works closely with Sourcewell Members to ensure a comprehensive understanding of the contract's terms, pricing structure, and the full range of services provided. Azuria is confident in our ability to meet, and exceed, all reporting requirements and deadlines, and we are fully committed to delivering exceptional performance and value throughout the contract term.</p>
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Azuria believes beneficial partnerships begin with the end in mind for all parties. To quantify our success with Sourcewell, we intend to measure:</p> <ul style="list-style-type: none"> • Margin: Are we maintaining a reasonable margin while also delivering the best value for Sourcewell customers? (Calculated as a percent) • On-time delivery: Are we consistently delivering products on or before the promise date? (Determined after delivery with yes, no, etc.) • DSO: Are we maintaining strong customer relationships so that we limit the number of days sales outstanding? (Calculated monthly in days) • Customer satisfaction: Are our customers satisfied with our products and the service they receive from our team? (Calculated via annual Net Promoter Score satisfaction survey to be distributed to Sourcewell customers) • Customer engagement: Are Sourcewell customers engaging with our team members and the marketing tactics we employ? (Calculated quarterly using metrics from email and social media executions)

69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Azuria proposes an administration fee of 2%.	*
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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.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	*

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

Line Item	Question	Response *
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71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>CATHODIC/CORROSION PROTECTION</p> <ul style="list-style-type: none"> • Anodes: Impressed Current cast iron, graphite and mixed metal oxide • Anodes: Sacrificial aluminum, magnesium and zinc • Backfill: Clay Bentonite and Coke Breeze • Cable & Wire • Coatings, Adhesives & Tape • Connections and Grounding • Reference Electrodes: Permacell, T&R and Borin • Test Stations: Big Fink, Box Brooks and Christy • Wire Splicing Material <p>TRENCHLESS WATER PIPELINE RENOVATION/REPLACEMENT</p> <ul style="list-style-type: none"> • Insituform® Cured-in-Place Pipe Liners: Our flagship Insituform® Cured-in-Place Pipe (CIPP) system is a fast and versatile way to protect and restore pipelines, reduce infiltration, increase flow, and improve water quality. With no need for extensive excavation, Azuria's rehabilitation solutions reduce both disruption and cost. Our CIPP system is designed with extensive experience and strict quality control standards, improving the performance of existing pipes and extending their lifespan. Key benefits include enhanced performance, extended lifespan, improved load distribution, time and cost savings, and minimal disruption. • Fusible PVC®: Fusible PVC® pipe combines industry-leading PVC plastic with thermal butt-fusion joining technology to create a resistant, strong, and leak-free pipeline. With a long and successful history as a water and sewer pipe, Fusible PVC® can be installed through traditional or trenchless methods. Azuria's Fusible PVC® solutions enhance hydraulic performance and require less manufacturing energy and resources, reducing friction loss and contributing to environmental sustainability. • Vylon Slipliner® Pipe: Vylon® Slipliner pipe is designed to rehabilitate existing sewers, allowing the lining of a live sewer to be replaced by a completely new pipe without the cost of bypass pumping. Our pipeline slipliner features a unique gasket joint system that provides a tight seal, meets ASTM D-3212 requirements, and allows easy passage inside the host pipe. As the exclusive of Vylon® Slipliner pipe, Azuria helps ensure reliable, long-term system performance while maintaining low maintenance costs. • WEKO-SEAL®: The first WEKO-SEAL® was created in 1975 and quickly became the industry standard for internal pipe seal. Every true WEKO-SEAL® is designed and produced by Azuria experts so that you can replace a leaking pipeline segment in a cost-conscious, timely manner. • Primus Line®: The Primus Line® system is designed to make the rehabilitation of pressure pipes faster, safer, and more flexible. Beyond its ability to achieve multiple line bends of up to 90 degrees, Primus Line® liners have an inner layer roughness of $k = 0.001102$ inches, increasing the flow velocity and volume while easily navigating bends and curves in the environment. With its robust polyethylene and aramid fiber tube construction, Primus Line® systems provide durable rehabilitation for at least 50 years. Key benefits include high flexibility, enhanced safety, eco-friendly and improved cost efficiency. • TerraBrute® CR: The open-cut restrained joint, TerraBrute® CR, can be installed using horizontal directional drilling (HDD), sliplining, or jack & bore methods. We have installed over two million feet since 2002. TerraBrute® CR has a safe pulling force based on a safety factor of 2.0. The bend radius of 4 to 12 inches in diameter allows for fittings in new installations, repairs and maintenance. TerraBrute® CR is available in 20-foot lengths with features and benefits that include: Fully restrained, integral bell joint; high-deflection profile gasket with field proven leak-free performance; gasket available in nitrile rubber for contaminated soil applications; meets the performance requirements of AWWA C900; meets NSF 61 certification for drinking water system components; corrosion-resistant, non-metallic ring-and-pin configuration; fast and easy joint assembly; rounded bell shoulders slide by roots, rocks and other debris that can protrude into the bore hole; segmented assembly requires less space for insertion pits; ease of connection to standard PVC pipe at transition points.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Cathodic/Corrosion Protection • Trenchless Water Pipeline Renovation/Replacement

73	What levels of service (material only, turnkey, other) are being proposed?	<p>Azuria's portfolio of companies can deliver leading products and turnkey maintenance and installation services. Our company is a trusted, one-stop resource for water infrastructure products and the industry-leading techniques and technology to renovate and replace water systems for customers across North America, including:</p> <ul style="list-style-type: none"> • Cathodic/Corrosion Protection • Trenchless Water Pipeline Renovation/Replacement • Cured-in-Place Pipe (CIPP) • Carbon/Glass Reinforced Polymer (C/GFRP) • Fusible PVC • CIPP Rehab (Gravity, Pressure) • Vylon Pipe • Primus Line 	*
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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 checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we offer Community Infrastructure Products for Water Collection and Control Products for Community Infrastructure	*
75		Manholes and covers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we offer products and services that rehabilitate manholes	*
76		Piping and valves	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, we offer products and services that rehabilitate piping	*
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	Yes - Azuria equipment and technologies may be implemented as part of a separate installation agreement related to our products. We do not sell or lease our equipment or technology.	*

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 checked="" type="radio"/> Yes <input type="radio"/> No	Yes - Azuria provides trenchless solutions for Community Infrastructure Water Collection and Control Products	*
79		Equipment, technologies, and services directly related to turnkey solutions for offering in 78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - Azuria equipment and technologies may be implemented as part of a separate installation agreement related to our products. We do not sell or lease our equipment or technology.	*

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

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Azuria Water Solutions_Sourcwell Price List_040825_vf.pdf - Tuesday April 08, 2025 13:06:49
- [Financial Strength and Stability](#) - Financial Strength_ Info for Products RFP.zip - Tuesday April 08, 2025 05:51:36
- [Marketing Plan/Samples](#) - Marketing Plan Supporting Documents.zip - Tuesday April 08, 2025 06:33:31
- [WMBE/MBE/SBE or Related Certificates](#) - Diversity Partners.pdf - Tuesday April 08, 2025 08:46:42
- [Standard Transaction Document Samples](#) - Corpro PO Terms and Conditions.pdf - Tuesday April 08, 2025 08:39:16
- [Upload Additional Document](#) - Map of Azuria Locations.pdf - Tuesday April 08, 2025 06:25:18
- [Requested Exceptions](#) - Redline_Azurria Water Solutions_Master Agreement Template_040825.docx - Tuesday April 08, 2025 13:08:29

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. - Robert Moorhead, Chief Commercial Officer, Azuria Water Solutions, Inc.

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

☒ Yes ☐ No

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

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

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