

**Solicitation Number: RFP #012524****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Environmental Consulting, 3370 N. Hayden Road, Suite 123-302, Scottsdale, AZ 85251 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Water Service Line Inventory and Management Systems with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires April 3, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services 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 Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *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, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. 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.

b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

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

D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. **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.

M. **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.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract 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 Contract or any purchase by an authorized user.

O. **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 Contract or any purchase by a Participating Entity.

P. **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.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Global Environmental Consulting

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/28/2024 | 4:09 PM CDT

DocuSigned by:
Michael Corbin
By: 161CB35C3080469...
Michael Corbin
Title: Chief Operating Officer
Date: 3/28/2024 | 1:39 PM PDT

RFP 012524 - Water Service Line Inventory and Management Systems with Related Services

Vendor Details

Company Name: Global Environmental Consulting

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

Address: 3370 N Hayden Rd
Suite 123-302
Scottsdale, Arizona 85251

Contact: Laurie Potter

Email: laurie.potter@1gec.com

Phone: 603-397-7838

Fax: 603-827-9827

HST#: 86-0984978

Submission Details

Created On: Wednesday January 17, 2024 09:28:44

Submitted On: Thursday January 25, 2024 14:39:33

Submitted By: Laurie Potter

Email: laurie.potter@1gec.com

Transaction #: d03fe7e5-cd1e-4585-9ebf-041d10c2d49d

Submitter's IP Address: 72.55.240.208

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Global Environmental Consulting
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A we do not have any subsidiaries
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	GEC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	JS96TB5DQTF7
5	Proposer Physical Address:	3370 N Hayden Road, Suite 123-302, Scottsdale, AZ 85251
6	Proposer website address (or addresses):	https://www.1gec.com
7	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 and, in the event of award, will be expected to execute the resulting contract):	Michael Corbin Chief Operating Officer 3370 N Hayden Road, Suite 123-302, Scottsdale, AZ 85251 mike.corbin@1gec.com (602) 301-6802
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Laurie Potter Director of Business Development 3370 N Hayden Road, Suite 123-302, Scottsdale, AZ 85251 Laurie.potter@1gec.com (602) 397-7838
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Corbin Chief Operating Officer 3370 N Hayden Road, Suite 123-302, Scottsdale, AZ 85251 mike.corbin@1gec.com (602) 301-6802

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Industry Longevity: Since 2000, Global Environmental Consulting, Inc (GEC) has supported 42 agencies (including states, EPA, tribal nations, and Trust Territories) with data management and consulting support for their environmental programs. We primarily support state drinking water programs, including the programs delegated primary enforcement authority for implementation of the Safe Drinking Water Act (SDWA), which is called "primacy". GEC currently supports 26 primacy agencies. Our expert knowledge of how states collect, store, and use drinking water data allows us to help our clients make evidence-based program decisions. Based on our detailed and robust understanding of the EPA Safe Drinking Water Information System (SDWIS), GEC has developed over 20 software applications that interface with SDWIS and augment its capabilities to meet any agency's needs to oversee public water systems and their infrastructure (including water service lines). Our time-saving off-the-shelf applications help ensure water systems and operators comply with the SDWA and state regulations. Our apps integrate with state data management systems, including SDWIS; comply with all federal regulatory requirements for the program areas that the software solution supports; and facilitate required reporting to EPA. GEC also customizes solutions for our customers to meet their business needs, such as different or more stringent state regulatory

requirements. Twenty-four (24) states have purchased our applications since the firm began, and nineteen (19) states are current clients.

Figure 10-1 displays the states where GEC has been under contract. (See uploaded file "Additional Document for Table 2.Table 3.Table 11.pdf")

Core Values: Our mission is to save clients time and resources through expert consulting by recognized national experts and provision of software solutions that make daily work more organized and productive. Our federal and state clients turn to us for insights and analytics on drinking water data and ask us to build tools or design protocols that allow programs to evaluate performance, work more efficiently, or provide information to co-regulators and the public more readily.

Business Philosophy: Our software reflects our experience, and we support our clients during implementation and use of our software too, including customization or modification to our applications where needed to align with client business flows.

GEC's experience working with many entities allows our consultants to share ideas and best business practices across multiple agencies with different organizational models, needs, data management structures, and challenges.

GEC's subject matter experts (SMEs) design and test every GEC application. Our SMEs each have between 20 and 35 years of experience supporting or working for state primacy agencies, serving as representatives of primacy agencies on national workgroups, or providing direct contract support to the Environmental Protection Agency's (EPA) Office of Ground Water and Drinking Water (OGWDW). Since 1991, GEC staff have supported EPA in development and implementation of all National Primary Drinking Water Regulations (NPDWRs) through EPA contracts, which contributes to our SMEs' thorough understanding of the regulatory requirements that we assist our clients to implement. We have been involved in business requirements gathering and design teams for nearly all data management products created by OGWDW, and specifically SDWIS and related products.

Our time-saving off-the-shelf applications help ensure water systems and operators comply with the SDWA and state regulations. Our apps integrate with state data management systems, including SDWIS. GEC also customizes solutions for our customers to meet their business needs.

A key benefit of our applications is their integration with SDWIS using modern technologies, e.g., web services/APIs. As part of our service level agreement, GEC will transition our applications to be compatible with the modernized SDWIS (named DW-SFTIES) as soon as EPA provides compatibility with interfacing applications, as EPA has promised. Table 10-1 (see uploaded file "Table 2 Question 10 Graphics.pdf") shows the web-based apps proposed:

SWIFT Submittals: This application enables water systems to submit files and reports to the state (the documents can be tagged and associated with other records in storage) and has three additional modules that may be added to capture data and update SDWIS, including:

- Submittals-LSLI: One state has helped develop this app for receipt of Lead Service Line Inventory (LSLI) and uses it for further analysis and quick access to determine progress on completing the inventory, and steps taken to replace SLs.
- Submittals-Water System Update: Using its simple admin tools, states can determine which inventory elements can be updated by water systems for submittal to the state.
- Submittals-MORs: Monthly Operating Reports (MORs) that report water quality and quantity characteristics may be uploaded by water systems for submittal to the state.

SWIFT Surveys: Currently, 17 states use GEC's SWIFT Surveys electronic site visit tool to speed up and simplify completion of site visits, sanitary surveys, assessments, or other inspections. SWIFT Surveys is fully integrated with SDWIS. The app helps state agencies transform how they assess the condition of public drinking water facilities. States value the state-customized checklist of questions for evaluation and note that the application decreases the time and resources needed to complete a survey. The app consolidates inspection notes, corrective actions, and enforcement activities in one place and makes the information readily available for the team of people collaborating to review and approve the water system's inspections. For remote site work, SWIFT Surveys has a mobile application that can also be used offline.

Reports, Evaluations, Compliance, & Processing (RECAP): With more advanced functionality than Microsoft Access, RECAP can integrate information from multiple databases or data sources and has four add-on features that use web services to extract information from databases and present it in useful formats.

- RECAP-Reports: Eleven states use this app to generate custom reports, outputs, and letters to help primacy agencies quickly review water system data and compliance information.
- RECAP-Dashboard: Two states asked us to create this one-year-old app that provides a Dashboard to display key compliance information for all water systems that needs to be addressed by the compliance management team immediately, daily, weekly, monthly, or other intervals.
- RECAP-CCR: Nine states have used the desktop application and are

converting to this web-based app to create federally compliant Consumer Confidence Reports. RECAP-CCR allows for customized appearance, data, and content based on state requirements (and preference). Individual CCRs in Word can be further customized with key information that the state or water systems would like to share before sending to water systems.

- RECAP-PWS Status: One state asked us to develop this one-year-old app that draws from multiple information sources to conduct a health status check that indicates whether a water system complies with regulations or state-established criteria, e.g., for a loan, target for technical assistance, or permit, and can help with prioritization of resources (staff or money).

Drinking Water Viewer (DWV): Currently, 10 states use GEC's Drinking Water Viewer as it provides live water system information, which permits the use to quickly view current SDWIS water system data including sample results, compliance data, inventory, and much more. Primacy agencies determine what data are visible to the public and decide what meets state needs for SDWIS data to be transparent and available for the public, water systems, laboratories, and agency staff. DWV is "Do It Yourself" as users have search options and can perform single- or multi-water system searches for drinking water data or download data extracts without contacting state staff (such as for Freedom of Information Act or FOIA requests). Recognizing state needs can change, DWV has a robust admin module that lets agencies customize the application's appearance (i.e., color scheme and logos) and control which data is displayed for public vs. authenticated users. States also value that DWV can be integrated with other solutions to display -Lead Service Line Inventories from our Submittals-LSLI app, or custom, state-specific Consumer Confidence Reports generated in our RECAP-CCRs app, and map location of operators or water systems to support use of our Cert Tracker app.

Enforcement Tracker (ET): Currently, two states use ET to manage all aspects of their primacy agency's enforcement strategy, including compliance schedule activities, agency workflows, calendar events, timelines, and violations to help water systems return to compliance. ET is one location for these activities to be organized, tracked, and managed. The app sends notifications, reminders, and alerts to internal collaborators and notifies water systems of events and can assign documents and attachments to specific events and workflows, and associate deficiencies and sanitary defects to a water system. Fully integrated with SDWIS for points of contact, enforcement information, deficiencies, and violations, ET can migrate new information back to SDWIS with one click.

Cert Tracker (CT): Cert Tracker replaces a 20-year-old GEC app named SWOCS (which was used by six states) and is in use in two states. Cert Tracker allows states and operators to prepare and approve applications, track operator's status, and confirm compliance with state certification requirements. States use dashboard metrics that track progress and certification status (confirming appropriate certifications for individuals or by facility); Cert Tracker can be integrated with a state payment system to pay fees and get receipts, any Legacy database that has historic operator data, and already is integrated with SDWIS.

Project Tracker (PT): Project Tracker enables the state to manage the details of infrastructure projects and evaluate projects for construction permits with a few simple steps. Formerly a desktop application named Safe Water Engineering Project Tracker (SWEPT), the application is being converted to a multi-tenant, web-based application useful to any agency – not just drinking water programs – and it will be available first quarter 2024. Six states currently use SWEPT.

Consulting Services

Since 2000, GEC has provided consulting services to state agency drinking water programs. GEC's Subject Matter Experts are former state staff each with between 10-35 years of experience supporting primacy agencies with drinking water program implementation and data management. Our SMEs are nationally recognized experts who have been asked by EPA to participate in workgroups to design the national data management system (SDWIS and the system that is currently being designed to modernize SDWIS); to comment on federal regulations; to train peers or answer questions from other state agencies; and to serve as mentors to new staff. Examples of projects conducted while the SMEs are with GEC include data cleanup and data quality reviews, data migration from legacy data systems to SDWIS, support for Compliance Monitoring Data Portal (CMDP), onboarding of labs for electronic data submittals, meeting facilitation, and training on SDWIS, CMDP, and federal drinking water regulations.

Specifically pertaining to this RFP, GEC staff have been part of the consulting team to support EPA during development and implementation in the states of the Lead and Copper Rule (LCR) since its original inception in 1992. GEC staff have supported EPA with the LCR, the LCR Minor Revisions (LCMR), and LCR Revisions (LCRR). Staff also have commented on the LCR Lead Service Line Inventory (LSLI) requirements while at GEC and supported our state clients during implementation of this regulation. This decades-long history of expertise on the LCR, and deep knowledge of the regulatory requirements and resulting business process requirements to implement the rules, is necessary to guide states as they roll out their programs for water system service lines. As we have worked with all state

		<p>programs, we can share best practices for programs, data management approaches, and education and communication systems that ensure state staff and water system operators/owners, labs, and other regulated entities can track compliance and understand the requirements.</p> <p>Our SMEs were deeply involved with development of our software for water system service lines, and the other ancillary products that we offer to Sourcwell to manage compliance with the regulations, and their understanding and close monitoring of federal and state guidelines on the regulations helps states that are just getting underway with their programs or have had staff turnover and must get new staff trained to manage this program. Plus, as former state staff, our SMEs bring their experience to bear on designing software that is intuitive and focuses on the key data needed to streamline workload and maximize efficiency.</p> <p>Table 10-2 displays the number of years that GEC has provided the requested Products/Services. (See uploaded file "Table 2 Question 10 Graphics.pdf")</p>	
11	What are your company's expectations in the event of an award?	<p>a. GEC is delighted that our software will be available to our existing and prospective clients in multiple states through this one-time RFP process, thereby reducing the cost of sale for GEC and the price for our state clients. Most of our state clients are staff in the drinking water program, who are not procurement experts, therefore GEC actively seeks to help and educate them to find the best and simplest method to contract with us. Sourcwell cooperative purchasing represents a new and appealing method that we have not had access to use before. The simplicity of using the Sourcwell contract vehicle will be deeply appreciated by our state clients: it will save them time and allow them to avoid the lengthy effort involved in overseeing and participating in a state or federal procurement effort. We appreciate that Sourcwell will partner with us in educating our state clients about the possibility of using the Sourcwell contract and market with us to explain the value of cooperative purchase contracts and the process to use your services.</p>	*
12	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.	<p>a. See attached financial strength document named "Table 2 Question 12 GEC D and B Report_01-17-2024.pdf".</p> <p>b. GEC has contracts – most commonly for a term of five years – with 26 states and has recorded recurring annual revenue that has grown from \$900,000 to over \$3 million in the past 5 years. Nine (9) GEC clients have a 15-plus year relationship with the company and have regularly renewed their contracts to substantially increase their utilization of our services and software over that period.</p> <p>c. GEC has increased its market share by both direct contracts with state clients and by participating as a subcontractor on EPA contracts. We have assisted our state clients to understand and apply for new funding sources, such as how to reprogram federal funding through EPA contracts to reach GEC as a subcontractor. Funding sources have included the National Environmental Information Exchange Network (NEIEN) grants, the Public Water Supply Supervision (PWSS) grant, and the Drinking Water State Revolving Fund set-asides.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>a. GEC is proposing its complete line of web-based software applications that states may use to support water systems. GEC builds unique applications that fulfill business needs that are not currently met by other vendors or provided by EPA through the Safe Drinking Water Information System (SDWIS) and is suite of applications. GEC products are marketed solely to agencies that have primary enforcement authority for an environmental program and primarily for the drinking water program. There are 57 potential US clients, including states, the 10 Environmental Protection Agency (EPA) Regions, tribal nations, and Trust Territories. For the specific software to support states with their water service lines, which is the principal target software for this solicitation, there are multiple vendors. We have other products, listed below, that support the state information needed to manage Public Water Supply (PWS) information, track enforcement actions, ensure water systems have certified operators to run them and manage their service lines, and for states to track compliance with all regulations (including the water service lines). For most of these other products, we are the sole source commercial provider of Commercial Off the Shelf (COTS) software solutions. For each solution, we have listed the percentage of the 57 agencies that have purchased our software.</p> <p>b. SWIFT Submittals: SWIFT Submittals is a part of the SWIFT family and has four components, including Submittals-Files, Submittals-Lead Service Line Inventory (Submittals-LSLI), Submittals-Water System Updates, and Submittals-MORs. Three components are available today and the fourth, Submittals-MORs, is under current development and expected to be available in late 2024.</p> <p>i. Submittal-Files – All clients who purchase Submittals-Files application as part of this offering. Submittals-Files allows water systems to upload any documents, which assists states with receiving materials needed for compliance and enforcement through a secure platform. This application also may be purchased separately, although we have just started to make this offering as a separate module and have no current clients for this product without the sale of another module of Submittals.</p> <p>ii. Submittals-LSLI – This product is intended for states to manage very new regulations and few states have gone out to bid for software to manage the new requirements. GEC has sold our product to 2 out of 50 states. We are currently</p>	

		<p>bidding on two RFPS and are speaking with other states who are interested in this product.</p> <p>iii. Submittals-Water System Updates – At the behest of a current client, we are nearly complete with development of this module of the Submittals application. It will allow water systems to submit updates to inventory information about their water system. Only the state who requested the application has purchased it, but other clients have expressed interest in the product once it is finalized and available in Production.</p> <p>iv. Submittals-MORs – States require water systems to submit monthly operating reports about their water quality and most states receive this information as paper. GEC is developing this module to allow a secure portal for water systems to submit the information. One state has pre-purchased the application and several states are waiting until it is available in Production to begin exploring procurement options to purchase it.</p> <p>c. Safe Water Information Field Tool (SWIFT) Surveys – We are unaware of competitors who offer a similar commercial product to perform field inspections, generate reports, and update SDWIS. Some states use an older product that the vendor no longer supports, and the product will not be updated to work with the new federal database and information system that is under development. Currently 17 states use this application, and three more states are currently exploring procurement strategies to obtain it.</p> <p>d. Drinking Water Viewer: GEC's product that has been the most popular sales product in the past two years is DWV, which displays compliance and inventory information about water systems to state staff, and anyone authorized by the state to see the information (e.g., water system operators, the public.) Ten states have the product and other states are exploring ways to procure it. When SDWIS is modernized in the next five years, EPA will retire the much less robust EPA product named Drinking Water Watch that most other states use regularly, and DWV is the sole successor.</p> <p>e. Reports, Evaluation, Compliance, and Processing (RECAP): This suite of products do what the title suggests.</p> <p>i. RECAP - Reports – Thirteen states use this application, and we are not aware of any commercial competitors for this product. Some states have built reports using their own developers which can provide similar information using Microsoft Access, but use of Access is diminishing as states are prohibited from using that application. This has prompted more inquiries recently into RECAP-Reports.</p> <p>ii. RECAP-CCRs – Nine states use this application to create customized versions of the annual and federally required Consumer Confidence Report. GEC is linking this report to our product Drinking Water Viewer, so states can display the reports to the public, which is generating interest among some states who need this capability to provide public-facing data about water systems, particularly in this era where there is great public interest in water service line materials.</p> <p>iii. RECAP-Dashboard – Four states use this application. We are not aware of any commercial vendors who offer a similar product. Some states have built their own dashboards that link to specific information in their database, offering some similar information as our product, but they used their own developers which can provide similar information.</p> <p>iv. RECAP-PWS Status – One state uses this application to track characteristics of individual water systems.</p> <p>f. Cert Tracker: Two states currently use Cert Tracker to manage their certification for water system operators and three states are exploring procurement options to potentially buy it from GEC.</p> <p>g. Project Tracker: Four states use the desktop version of this application to track projects -usually engineering projects. This product is currently being converted and will be offered to Sourcewell Participating Entities as a web-based application.</p> <p>h. Enforcement Tracker: One state uses this product to track enforcement actions taken against water systems.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	0%. We do not currently have any clients in Canada, but our products would work in that market and we are eager to offer them.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. GEC has never petitioned for bankruptcy.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</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>a. If your company is best described as a distributor/dealer/reseller (or similar entity), please 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, please 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>i. GEC is the manufacturer and service provider for our software applications and consulting services. All sales staff and service staff are direct employees. Our sales force team is led by our Director of Business Development, Laurie Potter. Laurie taps her three Project Managers, Chief Operating Officer, five Subject Matter Experts, and lead Quality Control Specialist as part of her team for sales support. Service Delivery is coordinated by our Chief Operating Officer, Project Managers, and lead Quality Control Specialist. For some services requested in the RFP, GEC has letters of support from potential subcontractors who could provide the services as a third party, and their staff would be employees of these subcontractors. GEC has a history of working with this firm, and established methods using Teams Meetings, shared file networks and online notebooks, and other tools to coordinate the work and track progress toward meeting contract commitments to our clients.</p>	*
17	<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>GEC holds a SOC 2 Type 2 certification, demonstrating adherence to security best practices. Our secure and compliant SaaS solution provide state government agencies with a robust platform for environmental data management and analysis. Our solution leverages the Microsoft Azure Government Cloud to ensure the highest levels of security and data privacy, adhering to state agency and industry best practices. We empower client personnel with role-based access controls and multi-factor authentication for secure remote access to data and applications, safeguarding sensitive information at all times.</p> <p>GEC's government-only SaaS, hosted in Azure Gov, meets nearly all state's security standards (SOC 2 Type 2). Robust data governance, advanced security controls (firewalls, IDS, penetration testing), and multi-factor authentication safeguard sensitive data.</p> <p>We also provide reliable support, high availability infrastructure, and comprehensive disaster recovery (continuous backups, redundant systems).</p> <p>State agencies using GEC software benefit from:</p> <ul style="list-style-type: none"> • Strict access controls & audit logs • 2FA for privileged accounts • Centralized log monitoring (Azure Sentinel) • Secure data center (keycards, biometrics, 24/7 surveillance) • Background-checked personnel • Comprehensive Backups: Continuous backups (35 days) + weekly, monthly, yearly full backups (52 weeks, 12 months, 5 years). • Fast Restoration: Recover data within 4 hours to any point in the backup timeline. • Verified Procedures: Annual verification of backup procedures ensures reliability <p>Cyber Attacks</p> <p>We also stop cyber bot attacks that often plague outdated systems, replacing them with secure web-based solutions. Our expertise goes beyond reactive measures:</p> <ul style="list-style-type: none"> • 24/7 vigilant monitoring: Our security professionals proactively hunt threats and respond swiftly to incidents. • In-depth vulnerability assessments: We identify and patch security weaknesses before attackers exploit them. • Empowering employee training: We equip your staff to recognize and avoid phishing, malware, and social engineering tactics. • Compliance guidance: We navigate the complexities of industry and regulatory security standards, ensuring your peace of mind. <p>PMI-ACP & Scrum Master Certification</p> <p>Two GEC staff are PMI-ACP certified and three GEC staff are certified Scrum Masters. These certifications are needed to benefit our Agile-certified method for IT development.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A - GEC has never been suspended or debarred.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Many of our clients have received data quality awards from the Environmental Protection Agency (EPA). For example, EPA leadership has recognized West Virginia with a data management quality award and GEC has supported the West Virginia DHHR team for years to help the state earn this distinction. As their consultant who had trained and closely supported them to improve data quality, we are very proud of their accomplishments under our tutelage.
20	What percentage of your sales are to the governmental sector in the past three years	100 percent
21	What percentage of your sales are to the education sector in the past three years	0 percent
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GEC holds contracts both directly with states and performs as a subcontractor on large, mission-based U.S. Environmental Protection Agency (EPA) contracts in the Office of Water. Most of the support provided under the EPA contracts is to states or EPA Regional Offices, to support direct implementation of their drinking water programs. The EPA mission contracts are similar to cooperative purchasing contracts, in that states can reprogram federal funds awarded to them through grants and other funding mechanisms to access contractor support and purchase software. GEC has listed these contracts in the attached file named ""Additional Document for Table 2.Table 3.Table 11.pdf".
23	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?	N/A - GEC has neither GSA nor SOSA.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Kansas Department of Health and Environment.	Rob Gavin, Compliance and Data Management Unit Chief	(785) 221-5523
West Virginia Department of Health and Human Resources	Meredith Vance, Environmental Engineering Division Director	(304) 356-4324
Virginia Department of Health	Aaron Moses, VDH Office of Drinking Water - Field Services Engineer	(540) 520-6507

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of Michigan	Government	Michigan - MI	Consulting & Software	\$5K - \$200K	>\$1M
State of Kansas	Government	Kansas - KS	Consulting & Software	\$5K - \$200K	>\$1M
State of Virginia	Government	Virginia - VA	Consulting & Software	\$5K - \$200K	>\$500K
State of West Virginia	Government	West Virginia - WV	Consulting & Software	\$5K - \$200K	>\$500K
State of Maryland	Government	Maryland - MD	Consulting & Software	\$20K - \$200K	>\$500K

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	<p>GEC develops safe water software, and consulting services for the regulated drinking water community in the United States. GEC staff are in remote offices throughout the United States. GEC has eleven full-time and four part-time employees. GEC works with employees of a third party (subcontractors) as needed.</p> <p>GEC's sales force is led by the Director of Business Development. Opportunities are identified through meeting with clients and interested parties at trade shows and during regularly scheduled meetings. GEC attends three main trade shows where we can connect with state drinking water program staff and decision makers. Two trade shows are hosted by the Association of Drinking Water Administrators (ASDWA) and the third by Water Professionals International (WPI). Several subject matter experts (SMEs) attend each conference to assist with the sales process and answer questions posed by interested parties. GEC usually presents white papers of co-presents with state clients to show how our applications have solved a key problem for a state. GEC has assigned one of our SMEs as a State Lead for each of our 26 state clients. The state lead remains in close contact with their state and is prepared to discuss in depth their business needs and pain points. These conversations illuminate where our software applications may solve a problem or when consulting services may be appropriate. Details about the GEC staff who participate in sales is included below.</p> <p>Arizona – Two full-time direct employees support the sales process with pricing/costs and demonstrations of our applications to prospective clients. One is the Chief Operating Officer and heavily involved in ensuring all sales commitments are met. This employee is a nationally recognized Subject Matter Expert who attends trade shows and presents at conferences to support the sales effort. They also support upselling to current clients, presenting options and benefits of our applications and consulting services. The second employee is a leader on the Technical Software Team and the Quality Control Specialist. They create application feature lists and YouTube movies and set up technical demonstrations for clients.</p> <p>Connecticut – 1 FTE, who is a direct employee, is a nationally recognized Subject Matter Expert who attends trade shows and presents at conferences to support the sales effort. They also support upselling to current clients, presenting options and benefits of our applications and consulting services. As a product owner for one of the applications proposed to Sourcewell, they also participate in the sales process to determine business and process requirements for the application, which they translate into new features and updates.</p> <p>Florida – 1 FTE, who is a direct employee, is our Lead project manager who supports the sales team and shares critical information with the company's Subject Matter Experts and Developers from the sales team and final contracts. She is also a SME on the National Primary Drinking Water Regulations of the Safe Drinking Water Act and critically involved in the development of our software products.</p> <p>IL – 1 FTE, who is a direct employee, is a nationally recognized Subject Matter Expert who attends trade shows and presents at conferences to support the sales effort. They also support upselling to current clients, presenting options and benefits of our applications and consulting services. As a product owner for one of the applications proposed to Sourcewell, they also participate in the sales process to determine business and process requirements for the application, which they translate into new features and updates.</p> <p>IN – One FTE, who is a direct employee, is a nationally recognized Subject Matter Expert who attends trade shows and presents at conferences to support the sales effort. They are a project manager who supports the sales team and shares critical information with the company's Subject Matter Experts and Developers from the sales team and final contracts. As a product owner for one of the applications proposed to Sourcewell, they also participate in the sales process to determine business and process requirements for the application, which they translate into new features and updates.</p> <p>MI – 1 Part-Time direct employee assists with sales and marketing as a liaison between sales and service delivery, and provides project management support for software application implementation projects</p>

		<p>NE – 1 FTE, who is a direct employee, is a nationally recognized Subject Matter Expert who attends trade shows and presents at conferences to support the sales effort. They also support upselling to current clients, presenting options and benefits of our applications and consulting services. As a product owner for one of the applications proposed to Sourcewell, they also participate in the sales process to determine business and process requirements for the application, which they translate into new features and updates.</p> <p>NH – 1 FTE, who is a direct employee, is the Director of Business Development and has no overlap between sales and service functions.</p>	
27	Dealer network or other distribution methods.	N/A - All software is distributed from corporate headquarters in Arizona. GEC does not use a dealer network or other distribution methods.	*
28	Service force.	<p>a. GEC's service team is comprised of Subject Matter Experts (SMEs) and technical and customer support staff who support our software applications. GEC has five staff who are nationally recognized SMEs on the Safe Drinking Water Act (SDWA) and its regulations, the Safe Drinking Water Information System (SDWIS), and fluent on our software applications. These SMEs support clients through consulting services contracts and support state clients for our software.</p> <p>i. State Leads: GEC has assigned one of our SMEs as a State Lead for each of our 26 state clients. The state lead remains in close contact with their state and is prepared to discuss in depth their business needs and pain points. These conversations illuminate where our software applications may solve a problem or when consulting services may be appropriate.</p> <p>ii. Consulting Services: GEC SMEs are deeply invested in their clients and their clients' mission, or the delivery of safe drinking water, and have spent their entire professional careers providing support to colleagues and water systems. GEC's six SMEs each have between 15 and 35 years of experience supporting or working for state drinking water agencies, serving as representatives of states on national workgroups, or providing direct contract support to the EPA Office of Ground Water and Drinking Water (OGWDW). GEC's team has provided drinking water program implementation support for all SDWA regulations promulgated since 1991 and has been involved in business requirements gathering and design teams for most data management products created by OGWDW. Most staff are former state drinking water program employees from different states. Our expert knowledge of how states collect, store, and use drinking water data allows us to help our clients make evidence-based program decisions. GEC has supported OGWDW, EPA regions, state and local agencies on numerous projects related to strategies for SDWA implementation and use of SDWIS. Examples of projects include data cleanup and data quality reviews, data migration from legacy data systems to SDWIS, transition planning for SDWIS modernization, support for lab data submitted electronically into the Compliance Monitoring Data Portal (CMDP), onboarding of labs for electronic data submittals, meeting facilitation, and training on SDWIS, CMDP, and federal drinking water regulations.</p> <p>iii. Our SMEs deliver services onsite for many clients or offer virtual support in 30 states. For some clients, these SMEs are scheduled for routine visits either weekly, monthly, or semi-monthly to provide services and support. States contract with GEC to train their staff on the SDWA and SDWIS, and to help with development of regulatory implementation materials such as standard operating procedures, best practice manuals, and other tools to improve consistency and understanding among state staff responsible for the state drinking water program. Our federal and state clients turn to us for insights and analytics on drinking water data and ask us to build tools or design protocols that allow programs to evaluate performance, work more efficiently, or provide information to coregulators and the public more readily.</p> <p>iv. Support for Software Solutions: GEC currently supports 25 Primacy Agencies and EPA Direct Implementation programs. We assign state agency "leads" who shepherd all requests for a single agency, track delivery and support services, and confirm client satisfaction. Our experts field client questions that cover high-level programmatic questions; best practices; detailed and very technical questions about SDWIS implementation, infrastructure, and security questions; or regulatory compliance determination. The entire GEC staff work collaboratively to check our responses to the state's questions and provide careful QA/QC on deliverables.</p> <p>v. GEC Software as a Service contracts, such as what is proposed in this Sourcewell response - include industry-aggressive service level agreements and contractual obligations to ensure rapid response and support, which ensures we normally respond to our clients within minutes, or a maximum of four business hours. This promise has been met for the more than 20 years that we have provided software to states.</p> <p>vi. Our clients recognize and recommend our outstanding reputation for software that represents national standards but has flexibility for individual state considerations. As part of our software implementation program, the six SMEs and three Technical Support staff support states in the crosswalk of their business needs to our software and show states how to configure and use the software to their best advantage. They offer training to application administrators and users, and answer questions through various venues, including phone calls during our business hours, a dedicated email line for support tickets, and an online Zendesk support ticket system. We</p>	*

		<p>maintain an online Knowledge Center with critical support resources for our applications.</p> <p>vii. GEC continues ongoing maintenance and updates on our applications and seeks feedback from our clients to make the changes that are important to them. We hold quarterly meetings with our clients to seek input and review our support tickets to identify trends in the user experience that should guide any changes or added benefits or instructions. The development of the GEC SWIFT Submittals-LSLI solution is an example of a business need that our clients identified through these feedback sessions and that we stepped forward to fulfill for them. Our SMEs, each with Lead and Copper Rule experience for more than 15 years, know the challenges faced by the states to manage the enormous amount of data that will be collected on water services lines, and what information is most pressing to address or to be able to retrieve, both from the perspective of the state staff and water systems. Our technical support staff have tremendous experience delivering user-friendly user interfaces and customer experience from 20 years of supporting nearly 20 applications for drinking water programs. This combined expertise helped the software developers create a product that is both effective and sensible.</p> <p>viii. GEC's project managers hold regular meetings with clients during deployment of the new software, and as needed after implementation. The project managers use schedules, GANTT charts, meeting notes that are shared with our clients in a joint Microsoft Team to improve communication, transparency, and accountability that we are meeting our commitments, and more importantly, assuring our clients have a superior experience while using our software.</p> <p>b. Our SMEs and customer support staff are positioned throughout the country and in different time zones, including Arizona, California, Connecticut, Indiana, Florida, Illinois, Missouri, Michigan, Nebraska, New Mexico</p>
29	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>GEC prioritizes establishing direct, collaborative relationships with our government primacy agency clients. Therefore, our primary sales model involves direct contracting. This allows us to:</p> <ul style="list-style-type: none"> • Tailor solutions to clients' specific needs: We collaborate closely with their team to understand challenges. Sometimes, our clients want more features than can be found in the off-the-shelf solution, and we offer customized solutions that perfectly align with unique state water program requirements. • Ensure seamless communication and support: Direct communication channels facilitate clear and efficient communication throughout the entire project lifecycle, from initial discussions to implementation and ongoing support. • Optimize cost-effectiveness: By eliminating intermediate channels, we offer very competitive pricing and ensure limited state budgets are directly invested in the solutions. <p>While we occasionally work with other large governmental contractors on specific projects, direct contracting remains our preferred approach. This enables us to deliver the highest level of client satisfaction and ensure the successful implementation of our solutions.</p> <p>Ordering Process</p> <ul style="list-style-type: none"> • Initial Inquiry: Clients share their needs and challenges with our team. We schedule calls to discuss projects in detail and explore potential software and/or consulting solutions • Proposal Development: Once we understand specific requirements, we develop a customized proposal outlining the proposed solution, timeline, and costs • Contract Negotiation: We work collaboratively with state agencies to finalize the contract terms and ensure it meets needs and expectations. • Project Implementation: Our team works closely with the entire state team throughout the implementation process, providing ongoing communication and support • Training and Support: We offer comprehensive staff training and ongoing support to ensure successful adoption and use of our solutions.

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. GEC provides customer service support through many avenues which are weighted based on criticality.</p> <p>b. Phone support is available during normal business hours, Monday through Friday from 8:00 a.m. - 5:00 p.m. MST (480) 827-9827.</p> <p>c. Access to GEC's complete Knowledge Center is provided to authorized members of the software user community every day and 24 hours per day.</p> <p>d. GEC's Zendesk ticketing system can be reached by all registered users at https://gecsws.zendesk.com. The system is monitored for criticality.</p> <p>e. Sending an email to support@1gec.com will generate a help desk ticket in our support system. Our staff responds to tickets in under four hours during normal business hours with the goal of completing the request as quickly as possible. The nature of the request will determine the priority of the resolution. When a ticket is received in the ticketing system, the ticket is assigned by our Tier 1 staff to Tier 2 staff, depending on the nature of the ticket.</p> <p>f. GEC holds regular software release webinars, where any updates and enhancements to our applications are discussed and demonstrated, and questions entertained from our clients. We use MailChimp to invite all clients to these webinars.</p> <p>g. GEC invites each client to a quarterly meeting to discuss any concerns or requests and ideas for our software. We are laser-focused on meeting our clients' needs and soliciting their input on how we are doing and whether we can improve our service or software. Their input is considered along with other members of the user community to drive updates and enhancements to our software, or to share best practices with our Subject Matter Experts to ensure that they can relay good ideas to other clients with whom they interact. Sometimes these sessions become a philosophical discussion and a wish list, to think creatively about how state programs can evolve and respond as regulations are revised or promulgated, or technology changes.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>GEC recognizes the immense value of collaboration and efficiency within the public sector. That's why we're thrilled to offer our products and services through Sourcewell's government cooperative contracts, reaching its extensive member base of thousands of government agencies in the US and Canada.</p> <p>While our primary focus rests on supporting state water program primacy agencies, we are deeply committed to serving the broader public sector landscape. Our adaptable solutions and unwavering commitment to collaborative partnerships in the water compliance industry make us a perfect fit for agencies of all sizes and across diverse functionalities.</p> <p>Unwavering Commitment to Supporting State Governments</p> <p>For over 20 years, GEC has proudly partnered with state governments across the nation, dedicating nearly all of our business efforts to serving their essential needs. This unwavering commitment stems from our deep understanding of the unique challenges and priorities faced by state primacy agencies, particularly in managing critical water programs.</p> <p>We firmly believe that robust, efficient, and compliant water programs are fundamental to safeguarding public health and environmental well-being. That's why we offer a comprehensive suite of software solutions, data management services, and expert consulting specifically designed to empower state agencies.</p> <p>Our commitment to all 50 states and US territories goes beyond simply offering products and services. We cultivate collaborative partnerships built on trust and open communication. Our team works closely with state officials to understand their specific needs, regulatory requirements, and budgetary constraints. This collaborative approach ensures that our solutions are tailored to their unique situation and deliver tangible results.</p> <p>From streamlining data management and reporting to ensuring regulatory compliance and enhancing program efficiency, GEC is a dedicated partner for states seeking to optimize their water programs and better serve their citizens.</p> <p>Broad Reach and Deep Expertise in the Public Sector:</p> <p>While our historical focus has been on state governments, our solutions and expertise are highly adaptable and relevant to the needs of diverse public sector entities, including local governments, schools, and other agencies. We understand the unique challenges and water industry regulatory environments faced by these organizations and possess the knowledge and experience to tailor our offerings accordingly.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>a. As described in question 31 above, we are ready and willing to adapt our products and services to support government agencies beyond our historical focus within the US. In fact, we have directly looked at the possibility of adapting a few of our software applications to provincial governments in Canada. Specifically, we believe that both the family of SWIFT Submittals applications and Cert Tracker have tremendous potential for the Canadian marketplace.</p>

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	a. None. Our software is applicable to all primacy agencies for the US Drinking Water program and could be adapted to Canadian programs. GEC has provided remote support for clients since 2000, and also can and has visited most clients onsite, when needed. Our staff are well-distributed geographically to support potential clients in different time zones. For Alaska and Hawaii, the only limitation will be phone access, which is provided during normal business hours, Monday through Friday from 8:00 a.m. - 5:00 p.m. MST. However, we have previously worked with both Hawaii and Alaska, as well as the Trust Territories in the South Pacific, and accommodated the time zone differences by making calls outside these hours when necessary. And should there be an emergency, GEC responds as quickly as possible by phone. Sometimes we have even responded immediately in person for states whose information system has been compromised and gone down, and their IT department has been unable to resolve it. For these states, we have taken the next flight we could get to the state to help. As former state employees responsible for the drinking water program, GEC staff understand and are willing to support their state clients immediately to avoid any interruption in service and potential compromise of public health.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	a. None. While GEC typically provides our solutions to states, we have been approached and are willing to discuss how we may help other parties – water systems, not-for-profit organizations, trade associations – to use our applications. We are currently in discussions with two of these sectors about using our Drinking Water Viewer (DWV) and Cert Tracker (CT) to share information about water quality (DWV) and operator credentials and certification status (CT) with different audiences.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	a. The only restriction that would apply to these parties relates to phone support. Phone access is provided during normal business hours, Monday through Friday from 8:00 a.m. - 5:00 p.m. MST. However, we have previously worked with both Hawaii and Alaska, as well as the Trust Territories in the South Pacific, and accommodated the time zone differences by making calls outside these hours when necessary.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>GEC's time-saving commercial off-the-shelf (COTS) applications help ensure water systems and operators comply with the SDWA and state regulations. All our applications integrate with state data management systems, including the State Safe Drinking Water Information System (SDWIS/State), and two products can be integrated with other databases. GEC's target audience primarily includes the regulated drinking water community. Some of the GEC COTS solutions would also benefit state wastewater programs and state operator certification programs.</p> <p>GEC markets services to State Agencies with direct sales efforts and attends conferences to share information with the professional community. Our "sales and marketing team" is not the typical sales team that's solely committed to sales efforts. Rather, we've found the best ambassadors of the GEC brand and suite of products are our drinking water program subject matter experts with dozens of years of experience doing technical work within the drinking water community. GEC is comprised of mostly former state employees who worked for their state's drinking water program for many years in senior roles. During their tenure with their state, they forged strong relationships with their peers in other states and enjoy reputations as well-respected leaders and innovators. Therefore, discussions with the GEC "marketing team" ensures State Agencies are talking to people who know the State Agency's business very well and understand the State Agency's business needs and demands. Sales and Marketing for this team is led by GEC's Business Development Director, Laurie Potter, whose tenure in the drinking water industry spans more than three decades.</p> <p>For direct sales, GEC targets key decision makers or application users among the State Agency staff using the following methods:</p> <ul style="list-style-type: none"> • Mass email marketing campaigns. Campaigns sent to key decision makers, such as Program Administrators, supervisors, and compliance and enforcement staff announce new products and major upgrades to our existing products. • Webinars and conference calls. We invite State Agencies to attend demonstrations of our products and respond to requests for demos that come from State Agencies after they meet us at conferences, are recommended to us by peers, or visit our website and ask for more information. Initially we will hold a conference call with the State Agency to help determine which products would most benefit the agencies. • Referrals. We ask our current client states and EPA Regions to be references for our products at their meetings with other states: this avenue is one of our most important channels to reach new clients and we rely heavily on our current clients' enthusiastic testimonials to persuade their state peers that our offerings are beneficial. • GEC always attends the conferences supported by the Association of State Drinking Water Administrators (ASDWA); the annual Innovation in Certification conference offered by Water Professionals International (formerly ABC); and EPA-sponsored meetings that support capacity development, small system issues, and operator certification. In 2024, we will attend the Council of Infrastructure Financing Authorities (CIFA) conference. <p>GEC also uses our website as a marketing tool—clients can locate brochures describing GEC products and services here: https://www.1gec.com/apps.html. The PDF titled "Table 7 Question 36 Brochures.pdf" includes copies of our brochures.</p> <p>GEC's Marketing Strategy for Sourcewell Contract Utilization:</p> <p>Educational Webinars and Pamphlets:</p> <ul style="list-style-type: none"> • Host targeted webinars and developed informative pamphlets explaining how agencies can leverage the cooperative contract to utilize and defend the application of various EPA funding sources. • Tailor content to specific applications relevant to Sourcewell members. • Partner with Sourcewell to promote and distribute materials through their communication channels. <p>Co-branding for Maximum Reach:</p> <ul style="list-style-type: none"> • Collaborate with Sourcewell to cobrand marketing materials for tradeshow and online presence. • Develop a dedicated landing page on the GEC website specifically highlighting the cooperative contract benefits and showcasing successful case studies from Sourcewell members. • Utilize cobranded materials at relevant tradeshow and conferences frequented by Sourcewell members, maximizing visibility and outreach.
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>a. Our potential state clients are a small and collegial group of drinking water professionals with whom GEC staff has worked alongside for our entire careers. They are personally known to us, and we are known and respected by them. Many of our prospective clients have been colleagues and professional friends for decades, as we jointly attend and contribute to conferences and workgroups. If we do not know someone, we can easily obtain a referral from a common colleague, which makes the introduction easier and meaningful. We have access to existing and prospective client email addresses and phone numbers. We are mindful of busy inboxes, and busy calendars, and carefully monitor our email and phone traffic to balance the need to communicate with respect for their time. We rarely need to make cold calls or need to do mass mailings or social media events to attract attention and get client engagement, unless we are providing information to a larger group of more junior state staff who may benefit from our products. Because of these relationships and our reputation for high quality work and products, existing and prospective clients will read and reply to our emails, and they will return our calls.</p> <p>b. When we wish to contact existing and prospective clients to communicate new ideas or products, GEC has many tools to use.</p> <p>c. GEC effectively uses email campaigns with MailChimp. GEC maintains a mailing list updated by attendees lists from trade shows and workgroup meetings and augmented by contacts that our Subject Matter Experts (SMEs) meet through their regular work with our 24 state clients or national workgroups that they have been invited to join.</p> <p>d. We offer webinars to demonstrate new products to prospective clients using GoToWebinar. The demos are a high-level review of product offerings, with a live demo portion. After the session, we will share the videos of our product demos through a controlled site. The demos usually elicit requests for follow-up Teams meetings to allow GEC to learn more about the state needs, the gap(s) in their information management systems, and how our products may align with their requirements.</p> <p>e. We communicate updates directly to our existing community members about our ongoing product enhancements. GEC regularly sends announcements to register for our Software Release webinars to advertise updates and new features added to our product line. The invitation is sent to all users of all products, and we quickly go through all applications in the same webinar. Our clients have told us that they like attending the webinar to learn more about our new products, and the sessions generate interest and questions about products that a state may not have seen before.</p> <p>f. GEC maintains a Facebook page and a Linked In account where we can post company updates, and our website acts as a marketing tool.</p> <p>g. For trade shows, we create electronic brochures with scannable QR codes that lead to pages on our website targeted to that meeting or conference audience. We prepare YouTube videos that run on a continuous loop at our booth to demonstrate our products.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>GEC fully recognizes that receiving a Sourcewell-awarded contract will require marketing and educational efforts to the industry from our entire team. We do not expect to simply sit and wait for the phones to ring on account of receiving this contract. Rather, we anticipate our team taking a leadership role with this contract, regularly incorporating Sourcewell contract availability into our sales decks, presentations, conference discussions, marketing materials, and training for new employees. We expect Sourcewell will support the efforts stated above in the following ways:</p> <ul style="list-style-type: none"> • Sourcewell will promote the industry and product category at relevant conferences it attends • Sourcewell staff will be available to answer questions from prospective and member government agencies wishing to utilize the contract • Sourcewell may be available for joint meetings with select clients where procurement departments and functional agencies have contract related questions • Sourcewell will list GEC's contract and supportive documentation on its website under the Water Service Line category
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>a. GEC does not have an e-procurement process, but we do have a link on our website to a webform that links to our Zendesk system where interested parties can inquire about our software offerings or consulting services and provide some initial information. This mechanism works well to start a conversation with a new client.</p> <p>b. GEC products are commercial off-the-shelf (COTS) applications, but nearly every customer requires some customization to use the product to their best advantage. Routinely we must address specific client concerns through meetings about requirements. We budget for the standard configuration and customization but need to communicate with prospective clients to highlight differences between our standard product and their business practices. Often, we can explain how they may adjust their business practice without loss of functionality or benefit if we hold thoughtful meetings and create specifications together. through our Zendesk system.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>Describe any product, equipment, maintenance, software, or operator and software user training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, ongoing support availability, and any costs that apply.</p>	<p>a. Adoption of a new software application requires careful and well-timed training and support to empower new users to embrace the new technology. GEC project managers schedule a kick-off call for every project and plan regular meetings to coordinate training and other implementation steps required to install, configure, and promote adoption of our software. These steps and milestones are outlined on a GANTT chart and carefully documented so all participants can agree about the frequency and purpose of the meetings. Notes from each meeting are maintained in a OneNote notebook on a common SharePoint site set up for GEC and our client. Use of SharePoint helps simplify messages, file transfers, and documentation.</p> <p>b. GEC's Subject Matter Experts (SMEs) and our Quality Control Specialist deliver "Train the Trainer" training for the application administrators (admins) and state staff users and provide ongoing assistance to follow up and resolve any problems, confusion, or hesitation that emerges after the training sessions. GEC trainers are SMEs who are nationally recognized leaders in their field, and/or Software Application Product Owners who oversee development and ongoing enhancements for the software offered under this contract.</p> <p>c. In our clients' state offices, staff turnover is a consistent challenge, so the initial training sessions are recorded and provided to clients to serve as an ongoing tool that may be used when new staff are hired, or current staff need refresher courses. Our team has frequent contact with our states, prompted by a SME State Lead assigned to every state client. The State Lead solicits feedback on implementation from the initial setup through mature use of the application. Often our State Lead is the person in the state program with the most tenure and experience with their data and protocols or policies, so GEC acts as an important point of consistency and quality control.</p> <p>d. The number of hours of training varies by software applications, and the details are included in the attached file named "Table 8 Question 40 GEC Service Level Agreements.pdf". The hours noted in the SLAs are standard and included as part of the original license cost. Some states will require additional training due to staff turnover, or because they have decentralized office structures that may benefit from in-person or small group training sessions. GEC can provide the training on a Time and Materials cost basis, using the hourly rates proposed in this contract.</p> <p>e. For many of our products, we also offer best practice manuals or "tips and tricks" that we have learned from working with so many different states. We serve as a clearinghouse of good ideas for our clients, and this experience helps smooth the transition to new software applications (and sometimes, new business practices.)</p> <p>f. Besides the training and follow-up meetings with Project Managers, GEC hosts a Knowledge Center that contains articles about our software and a library of FAQs. Access to GEC's complete Knowledge Center is provided to authorized members of the software user community every day and 24 hours per day.</p> <p>g. GEC uses a Zendesk ticketing system where users can send tickets for help. The Zendesk ticketing system can be reached by all registered users at https://gecsws.zendesk.com. The Zendesk ticket will prompt the customer to explain what their problem is in a way which allows our team to respond quickly. The system is monitored for criticality.</p> <p>h. Sending an email to support@1gec.com will generate a help desk ticket in our support system. (Note that this method is less efficient than our Zendesk system, but also effective.) Our staff responds to tickets in under four hours during normal business hours with the goal of completing the request as quickly as possible. The nature of the request will determine the priority of the resolution. When a ticket is received in the ticketing system, the ticket is assigned by our Tier 1 staff to Tier 2 staff, depending on the nature of the ticket.</p>
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<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>a. Technological advances are the reason GEC was created, as our firm realized states needed tools to improve their workload and efficiency. Our software supports drinking water professionals with tools they need to do their job. One key attribute of our software is its reliance on web services with the Safe Drinking Water Information System (SDWIS), which nearly all states use for their program management. SDWIS is a 20+ year old technology developed by EPA that is provided free of charge to states to manage compliance with the Safe Drinking Water Act (SDWA). EPA also developed a suite of interfacing applications for SDWIS that were developed to better help states with their programs. GEC identifies gaps where EPA SDWIS suite does not support state programs, and we design our software to fulfill those states' needs.</p> <p>b. EPA has initiated multiple projects to modernize SDWIS over the last 10 years, but two efforts failed. GEC is part of the current SDWIS modernization project team as a subcontractor, with specific responsibility for managing state adoption of the tool for program implementation. Over the past 10 years, our SMEs have volunteered and been invited to participate in design specifications workgroups, contributed user stories to define needed attributes and features, and performed significant testing and debugging as code is completed to determine if it will perform as expected. Each SME from the GEC team brings 15-35 years of hands-on experience in compliance and enforcement tracking to the modernization team. Our insight into how the national database will be modified and what web services/APIs will be created by EPA to give access to the database informs our own development and allows us to plan for our products to continue to function properly during the transition. We remain informed about the specifications and our client preferences through participation in these projects.</p> <p>c. This is the recipe that GEC has always followed. We listen closely, internalize our client needs, and nimbly create new web-based products that meet them. Our success in bringing new products through the software development cycle to the market is impressive. In the last two years, we have released to Production (or to market) six new web-based products: the Drinking Water Viewer, RECAP-Dashboard, RECAP-PWS Status, SWIFT Submittals-LSLI, SWIFT Submittals-Files, and Cert Tracker. Plus, we are well along in the software development cycle for three other products that will be released in 2024: Project Tracker, SWIFT Submittals-Water System Updates, and SWIFT Submittals-MORs. These new applications provide elegant solutions to state workload needs and business processes.</p> <p>d. Our products follow state-of-the-art security protocols as described in detail in this proposal. States trust us more than their own IT departments to be responsive and to make security updates, such as to install patches or updates on EPA applications needed to govern their programs (and which must interact with our interfacing applications).</p> <p>e. State-customized solutions allow states to customize our COTS to improve the speed and quality of their EPA reporting, program goals and compliance tracking, and data management.</p> <p>f. To afford the most flexibility for our clients, we create both mobile and/or responsive applications, so states can move seamlessly from a desktop computer to a tablet or telephone, when portability is helpful, such as when staff are using the applications while working outside. Our offline versions automatically sync with our applications when the user returns to an area with Wi-Fi.</p> <p>g. We increased remote, touchless access for states to receive information and data during Covid, which remains valuable to customers working in the field and provides an opportunity for water systems to supply information for a limited period of time and using only restricted portions of our software.</p>
<p>42</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>For over 20 years, GEC has served as a dedicated steward of clean water, supporting state efforts and embodying environmental responsibility. This commitment isn't just a mission statement; it's ingrained in our company culture, evident in our:</p> <ul style="list-style-type: none"> • Sustainability Initiatives: From employee behavior to business practices, we actively minimize our environmental impact. • Microsoft Government Cloud: We leverage their commitment to sustainable data centers and renewable energy. • Remote workforce: Minimizing travel emissions by positioning staff near clients. • Reduced office footprint: Shrinking our physical space for lower energy consumption. <p>These initiatives aren't just cost saving, they reflect our dedication to:</p> <ul style="list-style-type: none"> • Fighting for clean and safe water: Our solutions empower states to effectively manage water resources and ensure public health. • Continuously reducing our carbon footprint: We actively implement impactful measures to minimize our environmental impact. • Promoting environmental stewardship: We encourage and empower our employees to embrace sustainable practices. <p>Beyond Business, a Responsibility: Our commitment goes beyond our own operations. We empower our clients to be greener too. Our innovative software applications eliminate the need for paper-based reporting and data management, dramatically reducing paper utilization across water programs. This translates to:</p> <ul style="list-style-type: none"> • Reduced deforestation: Fewer trees cut down for paper production. • Lower greenhouse gas emissions: Less paper production, transportation, and processing means less environmental impact. • Increased efficiency: Streamlined digital workflows save time and resources.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A – GEC has not received any of these labels, ratings, or certifications for our products.	*
44	Describe the capabilities of products and services offered to meet EPA guidelines for funding, reporting, and products such as test kits.	<p>a. GEC provides software and has developed numerous custom reports and software tools to help state staff more easily analyze data, make compliance determinations, track steps taken to assist PWSs return to compliance with EPA regulations, and comply with reporting requirements. The concepts and business requirements defined for our software applications emerge from our understanding of state business practices and the limitations of existing tools (e.g., EPA's Safe Drinking Water Information System, or SDWIS), or through requests from our clients who need these products. We participate in national workgroups and closely track federal regulatory development and data management options for our clients, including as a subcontractor on the EPA team developing the SDWIS Modernization project, (named Drinking Water State, Federal, Tribal Information Exchange System or DW-SFTIES). For example, the Submittals-LSLI application helps states easily capture and manage detailed service line data required by the state. The application grew out of participation in workgroups and discussion with Virginia, Michigan, and Kansas about shortcomings of SDWIS to meet the LCRR data management needs for state rule managers.</p> <p>b. Our applications such as Project Tracker and Reports, Evaluation, Compliance, and Processing -Public Water Supply Status ((RECAP-PWS Status) can assist with determining which water system projects meet the federal criteria for funding and track status of the projects that are funded. These applications simplify the process for determining success and tracking progress with commitments to EPA.</p> <p>c. While we do not use any test kits or products in our work with states, if we engage subcontractors to support these activities, we will ensure that they use the correct sampling kits, scratch tests, and filters that meet regulatory requirements. We also will ensure that they follow the correct protocols to collect the samples, use the kits, or supply filters, so they are in compliance with EPA requirements.</p>	*
45	Describe how your company will help with navigating any federal, state, or local level funding, credits, or other similar funds.	<p>a. All GEC contracts involve federal or state funding, and we are very knowledgeable about the various federal funding sources that states may use to fund their programs, including State Revolving Fund set-asides, Public Water Supply Supervision grants, and infrastructure funding. These funds may be used to buy software purchases and consulting services to support their regulatory implementation activities.</p> <p>b. States are eager to work with GEC because they are overloaded and need our help to address their workloads. Managing a procurement process is time-consuming, and often new for them, so the process may seem daunting. To assist states with the steps involved in this confusing world of federal and state contracting, we have prepared pamphlets on "How To Access GEC on Federal Contracts" or "How to Effectively Apply for a National Environmental Information Exchange Network Grant". We have offered webinars to states on how to use these contracting vehicles to direct their federal funds to contracts where they may obtain our software or consulting services. We are always available for a call to answer questions about contract options or help with requests from their procurement team, e.g., to provide language to support a sole source justification (many of our products can qualify for this distinction). We are careful to respect the federal and state procurement regulations and know what a vendor may or may not do – for instance, we cannot prepare a scope of work. Some state regulations are even stricter than the federal requirements, and do not allow a state to communicate with a vendor even before the procurement process is underway. For these states, we know the boundaries of what we can discuss and what information we can share.</p> <p>i. Our subcontractor Stantec is also knowledgeable about financial viability and funding assistance. They are available as a resource to support cost estimations, grant applications, and securing funding opportunities for Lead Service Line projects. We recognize the importance of funding to small water systems, in particular, and can offer insights on possible funding options for help with lead service line replacement (LSLR) projects.</p>	*
46	Describe 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 of certification (as applicable) in the document upload section of your response.	N/A - GEC does not qualify for any of these designations.	*

47	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>a. GEC is a small business that has been providing results-oriented information and data management service solutions to states since 2000. GEC is one of the leading firms helping states develop and maintain drinking water information systems, and also brings expertise in Safe Drinking Water Act (SDWA) implementation support for EPA and states. GEC develops commercial off the shelf (COTS) applications that interface with EPA's Safe Drinking Water Information System/State version (SDWIS) which is used in 26 states and custom tools that provide better user interfaces or functionality to state users. Since 1991, GEC staff have supported EPA and 43 Primacy Agencies in development and implementation of all EPA National Primary Drinking Water Regulations (NPDWRs). GEC will support the Database Services portion of the project specification, and we added partners that complement and improve our abilities.</p> <p>b. Ours is the only team that combines empathy for the state's mission to support water systems (particularly small water systems with little technical competence or computer literacy) through the work of our team's technical assistance providers and engineering design and build firm; critical and decades-long expertise in the SDWA regulatory and legal requirements and the SDWIS; and practical institutional experience from decades of experience supporting DHHR with SDWIS and interfacing applications. And, we have a strong track record within 24 states of providing cost-effective consulting and software solutions that produce high-value services and functional products. Our team features:</p> <p>i. Continuity. We have supported 43 states with consulting services and 24 states with software applications for over 23 years. These long-standing relationships ensure that in those states, there will be low transition costs, few learning-curve risks, no deployment hiccups, and no false starts or rework that will increase the state's costs or schedule. This experience also benefits our new clients: we have worked within so many state environments that we have tremendous experience to answer any implementation questions. An assurance of knowledgeable, unbroken technical support is of particular importance now, as states address mandates to do more even as budgets decrease. In short, the GEC team provides the lowest risk and best overall value for this work.</p> <p>ii. Innovation. The GEC team provides innovative software solutions and technical assistance to states and public water systems. GEC is the foremost contractor providing SDWIS interfacing applications to states. Our team members are experts on the software side and use the most modern tools, development practices, and platforms. We anticipate and closely follow EPA's modernization of SDWIS (which will be the Drinking Water-State-Federal-Tribal, Information Exchange System, or DWSFTIES), to assure that our software applications will work both now – with SDWIS – and in the future. We make the reinvestment opportunities that will ensure our database and software solution remains relevant, updated, and secure for the future. Similarly, our Field Services team members seek options to evaluate lead service line inventories (LSLIs) that will work with small and rural systems such as new means to communicate, or cost-effective methods to identify service line materials. We recognize the importance of funding to the small water systems that we will be supporting and can offer insights on possible funding options for help with lead service line replacement (LSLR) projects.</p> <p>iii. Proven technical leadership. We offer experienced project managers, database developers and business analysts, technical leads, and community and user support staff who have been key personnel on numerous state contracts, as well as direct contracts with water systems and federal contracts with EPA to support the Lead and Copper Rule Revisions (and all its subsequent modifications). We bring extensive knowledge of and experience in state technical/IT environments, water system communities, and state policies. Our team's global engineering design and delivery firm has offices throughout the US with extensive experience supporting federal, state, and Abandoned Mine Land (AML) funded engineering projects for water systems.</p>
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Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
48	Describe any performance standards or guarantees that apply to your services	<p>Security Standards GEC prioritizes safeguarding our client data and systems in remote work environments. With more than 20 years of experience developing customized and secure solutions for government clients, our clients count on GEC to safeguard their data, applications, and equipment. We'll limit administrative access, apply regular updates, and ensure physical security. Regular internal audits and prompt incident reporting will ensure compliance. Additionally, GEC holds a SOC 2 Type 2 certification, demonstrating adherence to security best practices.</p> <p>Performance Standards and Guarantees At GEC, we are committed to exceeding our clients' expectations. We utilize strict quality control measures and track performance metrics, such as on-time delivery and client satisfaction, to ensure we consistently deliver high-quality solutions. We are very confident in our applications and capabilities, offering a 99.98% uptime guarantee for our software applications.</p> <p>Team Qualifications As a testament to our dedication to excellence, our team members hold numerous PMI and Scrum certifications, demonstrating their expertise in project management and agile development methodologies. Our experienced team of developers and subject matter experts, led by dedicated project managers, utilize a collaborative Microsoft Teams project environment to ensure every project runs smoothly and efficiently.</p>
49	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>At GEC, we are committed to exceeding our clients' expectations. We utilize strict quality control measures and track performance metrics, such as on-time delivery and client satisfaction, to ensure we consistently deliver high-quality solutions. We are very confident in our applications and capabilities, offering a 99.98% uptime guarantee for our software applications.</p> <p>As a testament to our dedication to excellence, our team members hold numerous PMI and Scrum Master certifications, demonstrating their expertise in project management and agile development methodologies. Our experienced team of developers and subject matter experts, led by dedicated project managers, utilize a collaborative Microsoft Teams project environment to ensure every project runs smoothly and efficiently.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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50	Describe your payment terms and accepted payment methods.	<p>a. Payment terms are different for GEC's software and consulting services.</p> <p>b. Software: Software payment terms involve two components: GEC charges a one-time Perpetual License fee and an Annual Software as a Service (SaaS) fee.</p> <p>i. The Perpetual License fee varies by application and is defined in the pricing tables presented in this proposal. GEC will invoice for the one-time Perpetual License fee when a Development site is accessible to the client.</p> <p>ii. The first Annual SaaS fee payment is due at the same time as the Perpetual License fee. Thereafter, the Annual SaaS fee is invoiced in the first month of each new contract year.</p> <p>c. Consulting Services: The Participating Entity shall pay all direct costs incurred by GEC in providing any services pursuant to this Agreement.</p> <p>i. For Time and Materials (T&M) services, the hourly rates by year set forth in this contract shall not be exceeded during the term of this Agreement. Such hourly rates include, without limitation, all wages, overhead, indirect costs (including postage, telephone, computing resources, labor, material and reproduction costs), general and administrative expenses and profit. GEC shall maintain timesheet records to document the hours spent on the Participating Entity's behalf, documenting the time worked and the work performed by each individual on all Contracts. Such records shall be made available upon request.</p> <p>ii. Other direct costs, such as per diem (food, lodging, and incidentals), airfare, or ground transportation are invoiced separately from T&M Rates. When traveling within the United States, GEC uses the Federal Government per diem rates.</p> <p>iii. GEC invoices monthly for any consulting services T&M costs incurred by GEC staff in providing services under this contract. The invoice shall be accompanied by receipts evidencing such costs.</p> <p>d. Payment Mechanics: GEC will provide the Participating Entity with an electronic invoice each month for the previous month's fees, adjustments, hourly T&M charges, and other charges. The Participating Entity shall pay the invoiced amount within thirty (30) days after receipt of a correct invoice by GEC in immediately available funds via EFT or check drawn upon a nationally recognized banking institution. GEC will provide invoices with reasonable amounts of detail. If the Participating Entity questions or disputes any portion of any invoice, the Participating Entity shall notify GEC of such dispute reasonably promptly after the Participating Entity receives such invoice and learns of the questions or disputes. The Participating Entity's notice shall describe in reasonable detail the question or item in dispute and the basis for such question or dispute. GEC will supply the documentation necessary for the Participating Entity to audit the disputed amounts.</p> <p>e. Late Payments: Any fees, payments, or credits owing to either Party pursuant to this agreement that are not paid when due will bear interest at 2% per annum, calculated from the date such amount was due until the date payment is received by the Party to whom such amount is owed. In the event of a dispute regarding an invoice, the undisputed amount will be paid to GEC within (30) days. Such disputed payments will not be subject to late fees until resolution of the dispute.</p> <p>Nonpayment: In the event the Participating Entity shall fail to pay when due any undisputed payment or other undisputed amount due hereunder and such failure shall continue for a period of thirty (30) days after GEC sends the Participating Entity written notice that such payment is due, GEC, at its sole option, shall have the right to terminate this Agreement for default. In addition, GEC shall have the right, at its sole discretion, to stop providing Services to the Participating Entity under this Agreement upon prior written notice to the Participating Entity, and GEC shall be relieved of any future obligations to perform Services under this Agreement. GEC shall retain all amounts previously paid by the Participating Entity, and the Participating Entity shall remain liable for all obligations upon termination as provided under the contract, together with all costs associated with an early termination</p>	*
51	Describe any leasing or financing options available for use by educational or governmental entities.	N/A – GEC does not offer either leasing or financing options to purchase its software or consulting services.	*

52	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	a. All applications proposed to Sourcwell are supported through an Annual Software as a Service (SaaS) contract. Examples of the Service Level Agreements (SLAs) included with our SaaS contracts for each application are included in the file "Table 8 Question 40 GEC Service Level Agreements.pdf".	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	N/A – GEC does not accept the P-card procurement and payment process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Software</p> <p>i. GEC proposed a pricing model based on line-item pricing discounts. Our detailed MSRP pricing list is shown in the file "Table 12 Question 62 Pricing Proposal.pdf". Each software application is listed in a separate table.</p> <p>ii. For each software application, the Participating Entity must pay a one-time Perpetual License fee and an Annual Software as a Service (SaaS) fees. The Annual SaaS prices for each of the five years of the contract term are represented. The Annual SaaS is based on the number of authorized users of our software, and the tiers of users are listed in the left column of the price list. (See the illustration below of where to find the prices on our price list.)</p> <p>iii. One software application, Cert Tracker, has two types of authorized users – state users and public users - and pricing is different for each type. The costs for the state users and public users are added together to determine the total price for the Annual SaaS for this product.</p> <p>iv. In addition, GEC will discuss any additional costs beyond the Commercial Off the Shelf (COTS) pricing to customize our software, additional reporting or meeting requirements beyond what is described in this response, or to prepare any security questionnaires or meet security standards prescribed by the state information technology departments.</p> <p>b. For our consulting services, we propose Time and Materials (T&M) hourly costs, based on rate categories. Each rate category is represented for each of the five years of the contract. These rates are shown in a separate table in the same pricing list in the file named "Table 12 Question 62 Pricing Proposal.pdf". If travel is required, GEC will prepare an estimate of the cost. GEC practices is to be reimbursed at cost using the GSA standard per diem rates for food and lodging and covering all costs of transportation. Staff will bill time from the point of departure from their homes to the point at which they return home from the requested trip</p>	*
55	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.	GEC is pleased to offer a 10% discount from MSRP for our entire catalog. This discount will be applied to the MSRP pricing proposal provided in response to Table 12 Question 62.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	The Annual Software as a Service (SaaS) contract pricing is tiered to represent the additional costs incurred as the number of users of the application increases. In addition to the discount proposed for Sourcwell Participating Entities that is offered on the pricing worksheets, our Annual SaaS pricing incorporates additional discounts that are applied as more users are added to the contract.	*

57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. 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.	<p>GEC's project in West Virginia exemplifies our one-source procurement approach for comprehensive water service line contracts. While we act as the prime contractor, specializing in management software for administrators, we leverage the complementary expertise of trusted partners for specific project needs.</p> <p>Key Partners, Local Expertise:</p> <ul style="list-style-type: none"> • Stantec Engineering: Provides field technical assistance for service line inventories • Rural Community Assistance Partnership (RCAP): Offers on-the-ground support and community outreach, including technical assistance for service line inventories • TruePani: Supplies essential sampling kits, communications, filter kits and other support for service line inventories <p>We prioritize partnerships with companies like these, who possess solid local relationships and deep community ties. This ensures cultural sensitivity, effective communication, and seamless project execution within the specific context of each region.</p> <p>Proposed Flexible and Transparent Pricing:</p> <p>We understand that cost-effectiveness is crucial. We will employ various methods to address subcontractor pricing, always prioritizing fairness and transparency:</p> <ul style="list-style-type: none"> • Time and Materials (T&M) recovery: We recover T&M costs associated with project management activities. • Pass-through cost markup: We apply a transparent and capped markup (never exceeding 10%) on subcontractor invoices to cover administrative and support expenses. <p>This approach ensures cost-efficiency while acknowledging the value our partners bring to the project. We are also including a letter of support for this project from our trusted partner, Stantec Engineering. (See attached “Additional Document for Table 2.Table 3.Table 11.pdf”) With over 400 locations across 6 continents and a team of approximately 28,000 employees, Stantec Engineering offers global reach and local expertise in engineering, consulting, architecture, and construction services. They specialize in infrastructure development, water resources, environmental solutions, and urban design, collaborating with clients to deliver tailored solutions with a deep understanding of regional needs. It should be noted that Stantec is currently involved with hundreds of service line inventory projects throughout the US.</p>	*
58	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.	<p>a. Security – While GEC meets or exceeds extensive security requirements, such as the SOC II Type II Audits, and National Institutes of Standard and Technology (NIST) standards, many clients have their own security requirements where specific questions need to be answered, or documentation or policies need to be provided. For instance, a client may need GEC to answer specific security questions, provide periodic security reports with evidence and results of vulnerability scans, attend meetings to discuss security requirements, attend client-specific cybersecurity trainings, or conduct background checks. This additional work is conducted on a Time and Materials (T&M) hourly basis.</p> <p>b. Training is identified in the Service Level Agreements (see Table 8 Question 40 GEC Service Level Agreements.PDF). Initial training for the application administrators and some application users is included at no additional charge. The number of hours of this initial admin training varies between 2-10 hours, depending on the application. Training for key users/participants varies depending on the application. Training is provided virtually, but onsite training can be provided at an additional charge. Onsite or additional training, if desired, can be provided on a T&M hourly basis. And, if travel is required, GEC will require reimbursement for time of travel and travel costs.</p> <p>c. Special reporting requirements – If the client requires status reports for GEC software application implementation, special security reports, or needs client-specific reports beyond the scope of what is outlined in our Service Level Agreements in our applications, additional T&M charges will apply.</p> <p>d. If assistance for technical issues, installation of web services, review of client infrastructure, server hardening, or installation or updates of non-GEC owned software is needed, the assistance can be provided on a T&M basis.</p>	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A – Acquisition of GEC software is via online mechanisms, and there are no freight, delivery, or shipping charges charged to the Participating Entity.	*

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A – Acquisition of GEC software is via online mechanisms, and there are no freight, delivery, or shipping charges charged to the Participating Entity. Therefore, there are no differences in service delivery to any of these parties.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As GEC's software applications are distributed online and services are usually provided virtually, there are few opportunities for unique methods or options. However, we have coordinated with clients to add training or meetings onsite before or after a conference, workgroup, or trade show, if we can reduce the travel and hourly costs for GEC staff to travel to the Participating Entity.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>We understand the value of cooperative purchasing and are pleased to offer Sourcwell members exclusive access to our comprehensive solutions at a distinctive 10% discount off our standard MSRP pricing. This reduction reflects our anticipation of high-volume opportunities within your member base and acknowledges the inherent benefits of cooperative contracting, such as streamlined procurement processes and reduced administrative costs.</p> <p>This competitively priced offering is available exclusively to Sourcwell members, reaffirming our commitment to building a long-term, mutually beneficial relationship with your organization and its valuable membership.</p> <p>By referencing the attached pricing table, you can gain detailed insights into our cost structure and ensure the solutions align perfectly with your members' budgetary needs.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *

63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>A. GEC utilizes the Harvest time tracking and invoicing software that allows GEC to create codes for each client and subtasks, where necessary, and track project costs. All Sourcewell orders will be registered in Harvest with appropriate and separate codes for each Participating Entity. If more than one order is placed per Participating Entity, a subtask code will be assigned to track it separately. Each week, the GEC Project Managers check staff timesheet entries to confirm that staff have billed the correct codes and to track expenditures, if there are caps on spending. GEC's Financial Manager prepares monthly reports for all projects, which are again reviewed by the Project Managers and the Chief Operating Officer. Each quarter, or as frequently as required, GEC's Financial Manager will run a Harvest report to compile the data needed for the quarterly reporting to Sourcewell and to calculate the administrative fee paid to Sourcewell. GEC is very experienced in these steps, as we participate as subcontractors on numerous federal contracts which have similar provisions for reporting and must calculate sales and use taxes for some clients, which is similar to calculating the Sourcewell administrative fee.</p> <p>B. GEC can provide a spreadsheet which shows the information that must be reported to Sourcewell, notes the invoices paid by Participating Entities, and calculates the administrative fee owed to Sourcewell.</p> <p>C. If desired greater transparency, GEC can build a web page on our website for Sourcewell Participating Entities with pricing information.</p>
64	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>a. We recognize that the early adopters of this contracting mechanism may be the hardest sales. In the initial six months after an award to GEC of this Sourcewell contract, GEC will consider the contract successful if we partner with Sourcewell to present this contract option to states that are currently evaluating procurement options, and the state seriously considers it.</p> <p>b. It's critical to get a state cheerleader who will help us market the contract. Once we successfully persuade a state to use the Sourcewell contract, we will encourage other prospective clients to reach out to this state to get feedback on the contracting mechanism. We have successfully used this tactic to encourage states to pursue new grant opportunities or to reprogram federal grant money allocated to states back into federal contracts on which we are subcontractors. The community of our prospective clients is very small, and the Administrators of the State Drinking Water Programs in the US communicate frequently. Hearing from a colleague about the ease with which states can obtain the needed support or services from GEC will be compelling, and we will track whether states are talking about Sourcewell or we are getting questions about the option.</p> <p>c. The sales cycle to states is typically 12-18 months using state procurement procedures and somewhat quicker using federal procurement procedures, where states can access GEC as a subcontractor on several contracts issued through the EPA Office of Water. The sales cycle and timing is monitored in our internal CRM system. If GEC can successfully market Sourcewell to prospective clients and complete the procurement process in shorter timeframes, GEC will consider the Sourcewell contract successful.</p> <p>d. Once a Participating Entity elects to use the Sourcewell contract, we can gauge sales volume. GEC runs monthly reports of all sales in our timekeeping and accounting system named Harvest. As Sourcewell Participating Entities that have purchased software or consulting services will be registered in Harvest, we will be able to see the volume of sales under the contract.</p>
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	GEC proposes a 1.5% administrative fee for all sales under the Sourcewell contract

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
66	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>a. Consulting Services: GEC offers extensive consulting services for the drinking water community.</p> <p>i. GEC staff offer training services on the Environmental Protection Agency's (EPA's) State Safe Drinking Water Information System (SDWIS/State). Training includes showing staff how best to use SDWIS to manage their drinking water data, and how to best leverage SDWIS to increase compliance staff efficiency and effectiveness in determining compliance with the Federal Drinking Water regulations.</p> <p>ii. GEC assists with the installation of SDWIS application updates, and helps clients maintain their server environments to ensure compatibility with EPA's SDWIS products.</p> <p>iii. GEC staff also train the regulated community, including state staff and laboratories on how best to implement, and use EPA's Compliance Monitoring Data Portal (CMDP). GEC helps states create an effective implementation plan, trains state staff on maintaining their program, working with laboratories and public water systems to help increase drinking water data quality.</p> <p>iv. GEC staff assist clients as they transition from legacy data systems to SDWIS/State so they can prepare for EPA's transition to a more secure, cloud-based software system.</p> <p>v. GEC develops guidance documents, standard operating procedure documents, and training materials that help our clients better understand and implement Federal drinking water regulations.</p>
67	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A - all relevant product categories are thoroughly listed in question 66
68	Describe the roles Software, AI, and Predictive Modeling have in regard to Water Line Inventory and Management Systems you are offering.	<p>a. SWIFT Submittals-LSLI software application is a turnkey, mobile responsive, secure, intuitive, cloud-based solution that enables water systems to submit files and reports to the state. (Submittals-LSLI) is a turnkey solution that helps states easily capture and manage detailed lead service line (LSL) data required by the state, and by the US Environmental Protection Agency (EPA). Submittals-LSLI enables water systems, their proxies, or state staff that are authenticated with logins in the GEC Portal to securely upload submittals of LSLIs and files, reports, and photographs to the primacy agency. The admin controls the sorts of files and reports that the water system can select in the dropdown list when they submit a file (see next screen shot). The admin can add new ones and edit or remove existing ones. The admin also can control the formats acceptable for the files, (e.g., .PDF, .XLSX, .DOCX, .JPG, and so on).</p> <p>b. Water systems (or their proxy, such as the GEC team) must download and use the Submittals-LSLI spreadsheet template that has been configured for the state to upload data to the application. Or water systems with only a couple of service lines may elect to complete the mobile webform. At the outset of the project, GEC will work with the state to create this state-specific spreadsheet template. We can either match the template that the state has already created or enhance the state's worksheet to include additional information that other states have suggested may be useful, based on the state's preferences.</p> <p>c. GEC uses web services to pull information from SDWIS (and promises to assure this capability in the modernized Drinking Water-State, Federal, Tribal Information Exchange System (DW-SFTIES) that is currently being developed to replace SDWIS in the near future). This ensures the application has standardized data entry, such as drop-down lists for the user to select the water system name that will avoid errors from users entering different spellings or nicknames. When the user logs in, the application defaults to the last water system for which a submission was made, but the user can select another water system if they are authorized to submit information for more than one water system.</p> <p>d. Water systems can update service line data and add to their LSL inventory as they identify changes or updates to their service line data in the app's webform or by uploading a Microsoft Excel template. They can review their LSLI in Submittals-LSLI at any time, using any mobile device with a web browser. They can continuously add updates in the application, even while offline or out in the field. They can also review their inventory before submitting it to the state. The data are stored in the Submittals-LSLI database and displayed in the app's dashboard metrics. The dashboard helps water systems view their own metrics, but also enables states to view state-wide or individual metrics for water systems.</p> <p>e. Many states use a free application from EPA named Drinking Water Watch (DWW). States report that they suffer regular cyber-attacks on DWW. This older application was no longer supported by EPA, and its outdated code was vulnerable to attack. GEC created a successor to DWW named Drinking Water Viewer, which maintains GEC's high security standards and follows gold standard industry security practices. Using DWV, state staff will be able to review inventories submitted by</p>

		<p>their water systems. Submittals-LSLI will transform the inventory reported by PWSs into SDWIS/State and in a format so the data can be reported to EPA. The data can also be made available for state-wide reports, analysis, GIS layers, etc. to help with lead service line replacement prioritizations, percentages completed, and other state implementation needs to comply with the regulatory requirements. The users may review the data in the application or download the Service Line Change Report to store with other records or share with people who are not users of the application.</p> <p>f. The LSLI data is stored in the app and is displayed in easy-to-digest dashboard metrics displayed on the next page (such as replacement percentages or a summary of LSL categories) on the home page. The data can be made available for other websites, dashboards, maps, and reports as well, including within the DWV application.</p> <p>g. The user interface for Submittals-LSLI for water systems, state users, and admins is very clean and simple to use, with instructions and the ability to add extra instructions, if the state wishes. Water systems or their proxy submit their service line inventory to the state through an online portal and manage their inventory directly in the application.</p> <p>h. SWIFT Submittals-Files allows water systems or their proxies to submit additional documents to the state, such as files that support their service line inventory. Public notices, assessments, and any applications, forms, or documentation (e.g., photos or plan documents that demonstrate planned changes or remediation accomplished for lead service lines) may be submitted.</p> <p>i. SWIFT Submittals-Water System Updates allows states a method whereby states can determine which inventory elements can be updated by water systems through online submission in the GEC portal. The state application administrators can easily select which custom data elements or inventory data elements are displayed and whether water systems can update the information. A history of updates is maintained in the application. States can approve the inventory updates at the data element level for migration into SDWIS, which allows states to meet their federal regulatory requirement to update their inventory.</p> <p>j. AI and Predictive Modeling: GEC has held potential partnership discussions with BlueConduit and Trinnex to determine ways their predictive modeling services might be connected via web services to our software offering. But, to date, we have not integrated the products.</p>
69	Describe mapping and other methods of presenting accumulated Water Service Line data both internally and externally (to the public).	<p>Submittals LSLI has built in metrics and reports included as standard, and additional custom reports can be created on a Time and Materials (T&M) hourly cost basis. Submittals can also integrate with other GEC applications including RECAP-Reports and Drinking Water Viewer (DWV).</p> <ul style="list-style-type: none"> • RECAP-Reports generates custom reports, outputs, and letters to help states quickly review water system data and compliance information. • Drinking Water Viewer (DWV) is a public-facing application that displays drinking water data from the Safe Drinking Water Information System (SDWIS) and Submittals-LSLI. DWV has robust state application administrator functionality so states can control the data that is displayed to the public. DWV also has a logged-in view available so authenticated users, like state staff, can see more information than what the public may be able to access.

<p>70</p>	<p>Describe software and data ingestion and reporting capabilities; are they customizable, suitable for reporting at multiple levels of government, and how is data stored.</p>	<p>Empowering State Water Programs with Customizable Software and Robust Reporting</p> <p>At GEC, we understand that every state water program has unique needs and challenges. That's why we offer a suite of 10+ customizable software applications, designed to give water program administrators the flexibility and power they need to manage their water systems efficiently and effectively.</p> <p>Boost Efficiency and Gain Insights:</p> <p>Our applications come equipped with a wealth of out-of-the-box reporting capabilities, providing valuable insights into program performance, water quality trends, and regulatory compliance. State administrators can easily generate standard reports to track key metrics, identify areas of improvement, and make informed decisions.</p> <p>Tailored Solutions for Specific Needs:</p> <p>For highly customized reports or specific data analysis requirements, we offer time-and-material billed supportive services. Our team of skilled developers work closely with clients to create reports that perfectly align with your unique needs and objectives.</p> <p>Local Water System Access:</p> <p>States using applications like Submittals LSLI, Drinking Water Viewer, and Cert Tracker can extend access to local water systems with appropriate permissions. This empowers local stakeholders with self-service reporting capabilities, streamlining communication and collaboration.</p> <p>Seamless Data Integration:</p> <p>Our dedicated Subject Matter Experts (SMEs) are here to ensure a smooth and efficient data migration process. We offer two primary options:</p> <ol style="list-style-type: none"> 1. Developer-Led Migration: <ul style="list-style-type: none"> • Ideal for large datasets. • SMEs collaborate with state staff to clean and prep legacy data. • Developers handle the secure and accurate migration into GEC applications. 2. In-Application Data Upload: <ul style="list-style-type: none"> • Select applications, like Submittals LSLI, allow direct data upload by users. • We have partnered with states like Virginia and West Virginia to customize upload formats, ensuring seamless integration with their existing data structures. <p>By combining customizable software, powerful reporting tools, and expert data migration services, GEC empowers state water programs to achieve greater efficiency, transparency, and program success.</p>
<p>71</p>	<p>Do you offer sampling kits, and if so, describe the kits, the complete logistics process from request to user to lab to reporting. Additionally, are you able to drop ship kits direct to consumers and facilities?</p>	<p>Sampling Kits</p> <p>While GEC does not directly offer pre-packaged sampling kits to water systems or states, we have experience supporting comprehensive sampling programs through our subcontractor network.</p> <p>Here's how we are fulfilling our client's needs:</p> <ul style="list-style-type: none"> • Partnering with qualified vendors: We maintain strong relationships with established sampling kit suppliers like TruePani, ensuring access to high-quality kits that meet regulatory requirements and your specific needs. TruePani is currently our designated contractor for this service in West Virginia, providing drop ship kits directly to consumers and water systems. We also work with the local Rural Community Assistance Partnership (RCAP) affiliate to provide similar services to communities in West Virginia. • Seamless logistics management: We can leverage our experience and expertise in State Water Program administration to ensure our subcontractor partners handle the entire logistics process, from kit assembly and drop-shipping directly to consumers and facilities, to laboratory coordination and reporting. <p>Key benefits of our approach:</p> <ul style="list-style-type: none"> • Flexibility: We can adapt to each state's program requirements and preferences. • Cost-effectiveness: We leverage our competitive vendor relationships and handle the vendor payments on behalf of the state agency.

72	Describe what is being offered in detail specifically related to Water Service Line replacement implementation including ongoing or updated data tracking.	<p>GEC SWIFT Submittals-Lead Service Line Inventory (Submittals-LSLI) is a user-friendly web application designed to simplify the process of capturing and managing lead service line (LSL) data for both states and water systems. It addresses the requirements of both the state and the US Environmental Protection Agency (EPA).</p> <p>Key Features:</p> <ul style="list-style-type: none"> • Secure data submission: Water systems (or the state, if authorized) can securely upload water service line data, files, reports, and photographs directly to the primacy agency through the GEC Portal. • Flexible data entry: <ul style="list-style-type: none"> o Spreadsheet upload: Systems can utilize pre-configured spreadsheets tailored to specific state requirements o Mobile webform: Ideal for systems with small numbers of service lines, offering convenient data entry on mobile devices. o Data validation to ensure proper formatting and schema. • Streamlined data management: The application stores and organizes water service line data efficiently, simplifying access and analysis for authorized users. It also has metrics and reports available that can be integrated into GEC's Drinking Water Viewer to provide public transparency as required by LCRR. • Regulatory compliance: Submittals-LSLI ensures adherence to both state and EPA reporting requirements, including assurances for the Cross-Media Electronic Reporting Rule (CROMERR) conventions for submission of the LSLI and supporting documentation. <p>Benefits:</p> <ul style="list-style-type: none"> • One-stop-shop for systems to submit all LCRR information and states to track what comes in, including lists of schools/daycares; can track when lines have been replaced. • Reduced administrative burden: Eliminates manual data entry and simplifies reporting processes. • Improved data accuracy and completeness: Ensures consistent data formatting and reduces errors. • Enhanced data accessibility: Provides authorized users with easy access to comprehensive LSL information. • Streamlined regulatory compliance: Facilitates efficient submission of water service line data to meet regulatory requirements. <p>Who should use Submittals-LSLI?</p> <ul style="list-style-type: none"> • State primacy agencies overseeing LSL inventories. • Water systems of all sizes responsible for managing water service line data.
73	Describe any future products or services, or expansion of current products and/or services that may occur during the life of the contract.	<p>GEC currently offers more than 10 robust software applications specifically designed to assist state water management agencies in efficiently administering EPA-mandated compliance programs. We believe in continuous improvement and have a dedicated team that regularly releases updates and enhancements based on user feedback and industry trends. In 2023, we successfully launched new applications focused on Lead Service Line Inventories, water operator certifications, and displaying critical water sampling information to the public. Feedback from our users has been outstanding thus far and we continue to enhance these products and expand offerings every month.</p> <p>Moreover, GEC is actively involved in the implementation of the EPA's upcoming DW-SFTIES database, serving as a key partner in the transition process. Our team is contributing valuable expertise to ensure a smooth and efficient migration for our clients. Adapting to DW-SFTIES is our foremost strategic priority, and we plan to leverage this deep understanding to develop new applications and enhancements that address specific challenges and opportunities presented by the new database over the next five years.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
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74	Internal education and training of participating entity staff.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes – At GEC, we understand that successful software implementation goes beyond simply providing the tools. That's why we include comprehensive training in our SaaS agreements that is designed to empower state agency users to get the most out of our software applications. This includes GoToWebinar meetings, one-on-one support, help desk and other means of supporting and training our clients to use the software.</p>
75	Technical assistance.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes – At GEC, we understand that even the most user-friendly software can occasionally require assistance. That's why we offer comprehensive technical support through our robust Zendesk ticketing system and a Knowledge Center within the GEC portal, ensuring state agency administrators receive timely and effective help whenever they need it. Streamlined Technical Support with Zendesk: Effortless Issue Resolution: Experience prompt and effective assistance through our Zendesk ticketing system. Our dedicated support team is available to answer client questions and resolve issues promptly, ensuring minimal disruption of client workflows. Empowering Self-Service with the GEC Knowledge Center: In-Depth Resources: Dive into our extensive Knowledge Center within the GEC portal, featuring detailed guides, technical documentation, and product-specific resources. Gain a deeper understanding of our software applications and optimize their use for maximum efficiency.</p>
76	Preparation and development of water service line inventory for both public and private side of lines such as records review, digitization, predictive modeling, verification, mapping, management and provisioning of sampling kits, and training on the usage of inventory systems and sampling kits.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>In select cases, we include technical assistance through our subcontractor network. For example, the LSLI contract with West Virginia includes thousands of hours in technical assistance to support 175 water systems with water service line inventories. GEC uses subcontractors with a local footprint to fulfill these contract requirements. Stantec Engineering, an international contract engineering firm with more than 25,000 employees is one of these contractors and has included a letter of support for this solicitation in the attachments.</p>
77	Underground inspection and replacement planning.	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>As a software company, GEC does not meet the requirements necessary to perform underground inspection. The nature of this work is very dependent on local contractors with heavy equipment, skilled tradespersons, and a workforce to fulfill clients' needs. However, in the case of replacement planning, our application can house these plans and support state, local water system and contractor personnel charged with developing replacement plans.</p>

78	Ingestion databases and reporting, such as software for regulatory oversight and management of submissions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	As detailed in several sections above, ingestion databases and reporting software for regulatory and management submissions are at the core of what we do. For more than 20 years, GEC has consulted and developed software for state water system administrators, laser focused on supporting management reporting and oversight required by the U.S. Environmental Protection Agency.
79	Communication and education for communities, such as programmatic outreach, educational materials and, promotional materials.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Building on our success in supporting water service line inventories (Question 76), GEC offers a comprehensive one-stop solution for client needs. While our core expertise lies in software development and support, our extensive experience working directly with state governments positions us well to serve as a contractor and one-stop solution. As an example, we currently hold a large contract with the State of West Virginia and utilize a national contractor who specializes in LSLI communications and outreach materials to support the statewide water service line inventory effort.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - Table 12 Question 62 Pricing Proposal.pdf - Thursday January 25, 2024 14:11:14
- [Financial Strength and Stability](#) - Table 2 Question 12 GEC D and B Report._01-17-2024.pdf - Monday January 22, 2024 08:32:35
- [Marketing Plan/Samples](#) - Table 7 Question 36 Brochures.pdf - Thursday January 25, 2024 14:19:41
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Table 8 Question 40 GEC Service Level Agreements.pdf - Thursday January 25, 2024 14:18:27
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Document for Table 2.Table 3.Table 11.pdf - Thursday January 25, 2024 14:28:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Michael Corbin, Chief Operating Officer, Global Environmental Consulting

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 contractual obligations contemplated in the bid.

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_2_Water_Service_Line_Inventory_RFP_012524 Thu January 18 2024 09:23 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Water_Service_Line_Inventory_RFP_012524 Thu January 11 2024 11:30 AM	<input checked="" type="checkbox"/>	1