

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Trinnex Inc., 670 N. Commercial Street, Suite 208, Manchester, NH 03101-1188 (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 software and implementation services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities). Use of any of Supplier's software products shall be governed by the master agreement(s) applicable to those products ("License Agreement").

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 Sourcewell 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 Sourcewell 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 Participating Entity who purchases Trinnex software through this Contract shall agree to be bound by the applicable License Agreement. 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;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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 Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcwell 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, Sourcwell 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

Sourcwell'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 Sourcwell 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 Sourcwell 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. All intellectual property rights connected to any software Supplier is providing shall be governed solely by the applicable License Agreement. Intellectual property rights not related to any software products shall be governed as set forth below:
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 Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell 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 Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell 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 Sourcewell 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

Trinnex Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/28/2024 | 4:26 PM CDT

DocuSigned by:
Keith Hodsden Sr.
61013D570725447...
By: _____
Keith Hodsden Sr.
Title: Vice President of Sales Trinnex
Date: 3/28/2024 | 3:26 PM CDT

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

Vendor Details

Company Name: Trinnex Inc.
Does your company conduct business under any other name? If yes, please state: Trinnex
Address: 670 N Commercial Street
STE 208
Manchester, New Hampshire 03101
Contact: Nicole Blair
Email: bids@trinnex.io
Phone: 603-263-1245
HST#: 87-2748629

Submission Details

Created On: Wednesday December 13, 2023 11:02:01
Submitted On: Thursday January 25, 2024 10:33:14
Submitted By: Nicole Blair
Email: bids@trinnex.io
Transaction #: c6fe7742-d6b7-4c65-b9be-f8ad17a53699
Submitter's IP Address: 98.124.161.29

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell 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")	Trinnex Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Trinnex Inc. is a subsidiary of CDM Smith, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9KG79
5	Proposer Physical Address:	670 N Commercial Street, STE 208 Manchester, NH 03101-1188
6	Proposer website address (or addresses):	www.trinnex.io
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):	Keith Hodsden, Sr. Vice President of Sales, Trinnex 670 N Commercial Street, STE 208 Manchester, NH 03101-1188 Keith.Hodsden@trinnex.io 802-758-2109
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nicole Blair Senior Marketing and Proposal Specialist nicole.blair@trinnex.io 404-720-1249
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amymarie Corriveau President, Trinnex 670 N Commercial Street, STE 208 Manchester, NH 03101-1188 amy.corriveau@trinnex.io 603-222-8329 Sales Email - sales@trinnex.io

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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.	<p>As a wholly-owned subsidiary of CDM Smith, Trinnex represents a 75-year legacy of infrastructure excellence coupled with a unique set of software solutions and digital services.</p> <p>Trinnex operates with 3 core business areas: Commercial software. Trinnex provides software as a service (SaaS) that transforms how utility leaders manage their systems by putting their data to work for them.</p> <p>Digital consulting. Trinnex provides digital consulting and advisory services that help our clients maximize their data management today to enable smarter infrastructure decisions in the future.</p> <p>Custom solutions. Trinnex delivers custom digital solutions that are purpose-built, intuitive, and actionable within the specific and unique context of an organization's needs.</p> <p>Through these avenues, Trinnex positively impacts public health by empowering water and wastewater utilities to remove lead in drinking water, limit sewerage pollution, streamline water quality compliance, and simplify utility operations.</p> <p>Trinnex's Core Values include:</p> <ul style="list-style-type: none"> • Boldy Seize Initiative • Do the Right Thing • Think Customer First • Deliver on Your Word • Seek Diversity & Inclusion <p>Trinnex helps infrastructure leaders advance their digital journey through proven processes, software tools, and consulting partnerships. Our team has decades of domain knowledge, data-science expertise, and technical software excellence in supporting water utilities. Our team members also have extensive experience in engineering, GIS, software development, and data analytics.</p> <p>Our team is nationwide and fully committed to meeting utilities where they are in their digital journey, developing innovative solutions to help them progress, and ultimately drive positive outcomes with real-world impact.</p>	*
11	What are your company's expectations in the event of an award?	Trinnex plans to heavily market this contract as a purchasing avenue to simplify the procurement process and help utilities avoid having to go through a lengthy RFP process to comply with upcoming regulatory deadlines.	*
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.	Refer to the uploaded D&B Finance Analytics reports for Trinnex, Inc. and for Trinnex's parent company, CDM Smith, Inc.	*
13	What is your US market share for the solutions that you are proposing?	Trinnex is unable to provide US market share data.	*
14	What is your Canadian market share for the solutions that you are proposing?	Trinnex has not sold any solutions in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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>	Trinnex Inc. is a provider of SAAS software solutions and associated services. Trinnex's sales and service team is employed by Trinnex.	*

17	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.	In 2023, Trinnex Inc. achieved SOC-2 Type 1 Certification. The SOC 2 assessment confirmed that Trinnex's data is secure, and any vulnerability-related risks are mitigated. SOC 2 audits assess the effectiveness of controls related to data security, availability, and privacy. Trinnex expects to achieve SOC-2 Type 2 Certification in 2024.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Trinnex, Inc. has no past or present litigation, suspension, or debarment.	*

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	New England Stormy Award (2022) New England Stormwater Collaborative awards the Stormy Award for the best stormwater work in New England. The award program identifies simple, imaginative, unique, and inventive stormwater ideas in three categories: Stormwater Management/Green Infrastructure, Political Support/Funding/Outreach, and Program Efficiency/Technology Support. Trinnex and its customer, the City of New Bedford, MA, were awarded the awarded the Stormy award for innovative use of technology . Society for Marketing Professional Services (SMPS) Award of Excellence for Trinnex Brand Launch (2023) In 2023, Trinnex staff gave 14 presentations at water conferences and presented 5 webinars.	*
20	What percentage of your sales are to the governmental sector in the past three years	Since 2022, approximately 95% of Trinnex's sales have been for the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	None; not applicable.	*
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?	Trinnex does not currently hold any state, provincial or cooperative purchasing contracts.	*
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?	Trinnex does not currently hold an GSA Contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
South Central Regional Water Authority (RWA)	Tom Barger, Manager of Water Quality	(203) 401-2710	*
Northern Kentucky Water District	Mary Carol Wagner, Water Quality Manager	(859) 991-1623	*
League City Public Works	Tommy Arredondo, Public Works Utility Manager	(281) 551-1040	*

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 *
League City Public Works	Government	Texas - TX	leadCAST Implementation for LCRR Compliance	Trinnex cannot disclose the size of transaction.	Trinnex cannot disclose the dollar volume.
South Central Regional Water Authority (RWA)	Government	Connecticut - CT	leadCAST Implementation with Predictive Modeling for LCRR Compliance.	Trinnex cannot disclose the size of transaction.	Trinnex cannot disclose the dollar volume.
Arlington County Department of Environmental Services	Government	Virginia - VA	leadCAST Implementation for LCRR Compliance	Trinnex cannot disclose the size of transaction.	Trinnex cannot disclose the dollar volume.
Gainesville Regional Utilities (GRU)	Government	Florida - FL	leadCAST Implementation for LCRR Compliance	Trinnex cannot disclose the size of transaction.	Trinnex cannot disclose the dollar volume.
Newport News Water Works	Government	Virginia - VA	leadCAST Predict/ Machine Learning for LCRR Compliance	Trinnex cannot disclose the size of transaction.	Trinnex cannot disclose the dollar volume.

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.	As of January 2024, Trinnex has a total of 72 employees with 9 in sales, and 5 in marketing.
27	Dealer network or other distribution methods.	Trinnex will not be using a dealer or distribution partners for this contract.
28	Service force.	Trinnex's customer success team is made up of 8 team members who support Customer Success, including project management and project implementation. Trinnex currently has 31 employees in Product Engineering, and 19 employees in Digital Consulting and Software Development. Our teams are growing and we are continuing to add new staff.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Trinnex utilizes Salesforce as its CRM system. All sales activities are tracked within Salesforce from lead stage to quotes, to closed/won opportunities. Trinnex also tracks all software renewals via Salesforce. Customers will be provided with custom quotes from our Trinnex Sales Team, outlining all software and services. All order information be entered into Salesforce and updated as required.

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>Trinnex employs ServiceNow as its customer support portal for customer service management. ServiceNow CSM provides a rich self-help environment full of knowledge base articles and videos. The support request ticketing system helps Trinnex staff to easily collaborate to solve problems and proactively address customer issues. The Trinnex support portal is easily accessible from within the leadCAST application.</p> <p>Within ServiceNow, leadCAST users can access a knowledge base to view on-demand, training content and self-service articles. The articles and training content encompass the common workflows in leadCAST. The content is updated alongside major releases to leadCAST, so that it is reflective of the software.</p> <p>Trinnex's Support team is available Monday – Friday from 8:00am to 5pm EST.</p> <p>The Trinnex team strives to exceed our goal of 95% customer satisfaction in all aspects of our business</p> <p>Trinnex's Support SLA is as follows: 1-Critical - 1 business hour 2-High - 2 business hours 3-Moderate - 4 business hours 4-Low - 8 business hours</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Trinnex's software solutions and services may be purchased by any water or sewer utility within the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Trinnex plans to be authorized to sell its SAAS software solutions in Canada in 2024.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no exclusions within the United States.</p> <p>Trinnex plans to be authorized to sell its SAAS software solutions in Canada in 2024.</p>	*
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?	Trinnex does not have any selling restrictions for this contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Not applicable.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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>Upon award of this contract, the Trinnex Marketing team will be educated in the requirements and available resources. They will hold regular meetings to discuss the most effective methods for marketing this contract and any improvements that can be made to increase sales opportunities.</p> <p>Trinnex will coordinate with the Sourcewell team for any marketing guidance, training and support related to promoting this contract.</p> <p>Trinnex will communicate the award of this contract through email campaigns, social media, and other channels. Trinnex will also ensure that the contract is marketed at water industry events and information is readily available to educate prospects on how to utilize the Sourcewell contract as a purchasing avenue.</p> <p>Our marketing and sales team will regularly review the Sourcewell member list for inclusion in sales prospecting activities including direct outreach, e-mail marketing campaigns, webinars, and conference events to increase sales through this contract.</p> <p>Please refer to the document upload section for samples of Trinnex's marketing content.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Trinnex is digitally mature in its marketing technology and campaign efforts. Trinnex leverages industry standard CRM and Marketing Automation software, self-serve pay-per-click advertising platforms, SEO, organic social media, and third-party syndicated content through trade publications to promote our offerings. Trinnex takes a data-driven approach and analyzes each of these channels to ensure we are engaging the right audience, with the right message, at the right time.</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>It is expected that Sourcewell will market this contract to water utility customers and provide support to Trinnex for any co-branding guidance or approvals.</p> <p>Upon award of this contract, the Trinnex Sales team will have internal meetings to educate the team on the contract and associated requirements. We will ensure appropriate fields are created in our CRM System to ensure tracking of all Sourcewell sales. Our quote form will be updated to include a contract field.</p> <p>The Trinnex sales team will be trained in the process for water utilities to become Sourcewell members. Trinnex will provide a quote to the customer that includes our Sourcewell contract number. The sales lead will verify that the quote pricing matches contract pricing. The quote is sent to the customer. After the customer signs the quote, the sale information will be entered into Trinnex's CRM system and marked that the purchase was through the Sourcewell contract to allow for efficient quarterly reporting.</p> <p>Trinnex will market this contract to prospective utilities who want to avoid going through the RFP process or need a more secure purchasing avenue.</p>
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.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	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>Training is a key component of teaching users how to utilize Trinnex's leadCAST software to collect and manage data for their LCRR inventory. Our Customer Success Team has developed a robust user manual and knowledge base of informational and training articles that show the various steps to each scenario within leadCAST. We have developed an on-boarding process that gets users interacting with the software faster and with greater competence than strictly self-learning through guides. Training on the specific features of leadCAST is only one part in the successful submission of the LCRR Inventory.</p> <p>After purchasing leadCAST, Trinnex begins training activities with its clients by providing a Welcome email from their Customer Success Manager. This team member is responsible for being the utility's personal point of contact and providing on-boarding, training, and on-going support. This hands-on approach makes sure the utility can access the application and begin reviewing the data input before scheduling training sessions.</p> <p>Trinnex will conduct a Kickoff Meeting with the client team, followed by the Data Discovery Call, and Product Reveal. In the Product Reveal, our Customer Success Manager will walk the client through the leadCAST Platform to review their data, assumptions, and answer any initial questions.</p> <p>The Client Training Workshop will be scheduled for the client and associated users. This session will be up to four hours. Following the training, the Customer Success Manager will schedule regular check-ins with the customer over a 30-day period.</p> <p>The Customer Success Manager will continue to be the primary point of contact available to answer any questions. The client may log a ticket through ServiceNow to address any immediate software challenges.</p>	*
41	Describe any technological advances that your proposed products or services offer.	Trinnex's leadCAST Predict utilizes Predictive Modeling and Artificial Intelligence to save utilities time and costs in determining unknown service line material.	*
42	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.	Not applicable.	*
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.	This is not applicable as Trinnex sells SaaS software solutions and digital services.	*
44	Describe the capabilities of products and services offered to meet EPA guidelines for funding, reporting, and products such as test kits.	<p>leadCAST™ provides a comprehensive inventory function to help you meet the LCRR/LCRI deadlines with confidence. Trinnex's data format is designed based on the EPA's inventory template and tracks the information on both the public and private sides of the service line and including connectors. This allows utilities to easily submit inventory data from leadCAST to regulators.</p> <p>To identify unknown service lines and verify material status, leadCAST includes a field mobile application. This mobile application supports the completion of material verifications for connectors, private- and utility-owned service lines, and premise plumbing. The mobile application includes functionality such as photo upload and utilizes a simple form-based interface to promote efficiency in the field.</p> <p>leadCAST provides a searchable map that can be shared online with the public to display service line materials and replacement status. The map can also direct the public to help you identify the service line materials. This feature helps utilities meet the LCRR/LCRI regulations and provides an opportunity to engage consumers.</p> <p>Compliance and customer-requested tap sampling are handled seamlessly through the integration with SimpleLab. SimpleLab handles the logistics of shipping and testing sample kits, allowing utilities to simply monitor and review data in leadCAST. All data from SimpleLab is made available for viewing in leadCAST in near real-time.</p> <p>Service line replacement management is supported through leadCAST's replacement module. This module allows utilities to add service lines to a replacement pool, assign contracts and contractors to replacements, and document replacement construction work through an inspection workflow.</p>	*
45	Describe how your company will help with navigating any federal, state, or local level funding, credits, or other similar funds.	Trinnex does not offer grant, loan, or federal funding assistance.	*

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.	Not Applicable.	*
47	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>Trinnex is a trusted digital technology company in the water industry. Trinnex offers water utilities a comprehensive solution for compliance with the Lead and Copper Rule Revision (LCRR) and recent Lead and Copper Rule improvements (LCRI). Trinnex's software was built by water engineers and seasoned software professionals.</p> <p>leadCAST is uniquely positioned to empower water utilities in meeting the inventory requirements of the LCRR/LCRI, as leadCAST is the only lead compliance software with connectors included in the inventory functionality. Additionally, leadCAST's integration with SimpleLab allows end-to-end sampling management, including drop shipping to consumers, directly in the application. leadCAST's robust replacement module is industry leading and has been successfully implemented for large utilities nationwide. This success demonstrates leadCAST is ready to assist utilities in meeting the replacement mandate of the LCRI. Additionally, Trinnex is the industry leader in conducting predictive modeling to reduce service line unknowns and demonstrate non-lead to regulators. Trinnex is leading conversations with both State and Federal Regulator to advocate for the use of predictive modeling and help establish guidelines.</p>	*

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>Trinnex's mission is to provide a world-class experience from Sales to Technical Support. The Trinnex Implementation team employs a structured process to maximize consistency and quality control for every delivery.</p> <p>Trinnex has crafted superior methodologies and tools to drive successful implementations, delivery, and application adoption for leadCAST. Each client can expect to work with a team of subject matter experts (SMEs) to assist in facilitating a smooth and efficient process for onboarding/delivery. Our SMEs partner with the client to understand their goals, establish effective timelines, collaborate on inventory data, and deliver a user-friendly solution. Trinnex's team leverages a robust project management tool to aid in the progression of the project and provides transparency to the customer through the onboarding journey.</p>	*
49	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>The Trinnex team strives to exceed our goal of 95% customer satisfaction in all aspects of our business</p> <p>Trinnex's Support SLA is as follows: 1-Critical - 1 business hour 2-High - 2 business hours 3-Moderate - 4 business hours 4-Low - 8 business hours</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	Describe your payment terms and accepted payment methods.	Payment is due 30 days from the date of acceptance of quote. The term of the subscription starts on the date that the quote is executed.
51	Describe any leasing or financing options available for use by educational or governmental entities.	Trinnex does not offer any leasing or financing options.
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.	Trinnex will provide a detailed quote to each customer. Refer to uploaded example "Quote Form". Trinnex's Master Service Agreement is located here: https://www.trinnex.io/agreements
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?	p-card procurement is accepted depending on the applicable agency limits.

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.	Most of Trinnex's software offerings are included at line-item discounts. Several of Trinnex's SKUs will require custom pricing as they are considered open market and pricing is dependent on a variety of factors.
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.	5-10% off of List
56	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts may be considered on a case-by-case basis.
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.	For open market items, they are noted as custom on our price list. Customers should request a custom quote for these SKUs.
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.	Not applicable
59	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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>Trinnex's sales team will regularly review the Sourcewell price list to ensure accurate pricing is provided for all Sourcewell quotes. Our proposal manager will be the point of contract for any internal questions on contract sales.</p> <p>All Sourcewell sales opportunities will be entered into our CRM system with a custom field identifying these sales. Custom reports will be created to track and verify Sourcewell Sales. On a quarterly basis, our proposal specialist will review and analyze the sales reports, and quote forms to ensure data accuracy and integrity. Our proposal specialist will provide this final report to our accounting department to process any administrative fee as applicable.</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.	Trinnex's sales and marketing teams will conduct several meetings per year to review contract success, discuss any challenges, and plan for improvement of processes and better marketing of the contract.
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.)	Trinnex proposes a 2% administrative fee for sales through this contract.

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

Line Item	Question	Response *
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66	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>LCRR Inventory Software: Trinnex's leadCAST™ software houses everything related to managing a utility's LCRR/LCRI program in one place. Features include:</p> <ul style="list-style-type: none"> • Service Line Inventory Management and Dashboard • Verification Tools (Mobile Field Inspection, Customer Self-Reporting, and QA Workflow) • Tap Sampling (Customer-requested, post replacement, *more features coming in 2024) • Public Engagement (Public Map, Secure Public Portal, Automated notifications) • Replacement Tracking (Scheduling, Digital Right-of-Entry, Mobile Field Inspection, QA Workflow) <p>leadCAST Implementation Training Included with the purchase of leadCAST, Trinnex offers up to four (4) hours of remote, instructor-led training to empower a successful customer launch. The leadCAST training workshop is tailored to fit the needs of the client in both schedule and scope. The goal of every leadCAST training is to prepare every user to succeed in their role.</p> <p>Post training, users will be able to:</p> <ul style="list-style-type: none"> • Access the leadCAST App • Find Data • Edit Data • Enter Inspection Data • Share Data • Manage Public Applications • View KPI's for Analysis • Get Help <p>Predictive Modeling Services – Trinnex's leadCAST Predict can also be purchased to help utilities accelerate the classification of unknown service lines and prioritize field verifications through advanced service line material predictions powered by machine learning.</p> <p>Water Sampling Kits - Trinnex offers end-to-end sampling management in leadCAST through a partnership and integration with SimpleLab. The software functionality in leadCAST includes:</p> <ul style="list-style-type: none"> - Support for customer requested sampling - Ability for utility to order kits drop-shipped to customer residences or utility facilities - Tracking of sampling kit through shipping to customer, delivery, shipment back to lab, and processing at lab - Near-real-time result upload to meet notification requirements of LCRR/LCRI - Automated result reporting to state primacy agencies for LCRR compliance - Dashboard and key performance indicators to track sampling metrics and program status <p>The test kits provided by SimpleLab include:</p> <ul style="list-style-type: none"> - Educational material and instructions for completing the sampling - Water sample form to record test parameters (time, location, etc.) - Sample bottles (1st Liter or 1st and 5th Liter) - Return shipping details and postage <p>Custom LCRR Website Design - Trinnex offers purpose-built websites for lead service line communications. Refer to the Custom Service LCRR Website flyer for more information.</p>
67	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Trinnex is not including subcategories.

68	Describe the roles Software, AI, and Predictive Modeling have in regard to Water Line Inventory and Management Systems you are offering.	<p>Trinnex's leadCAST Predict utilizes Artificial Intelligence and Predictive Modeling as an investigative method for lead service line material identification.</p> <p>Following the initial service line inventory, Trinnex will use the leadCAST Predict machine learning model to provide material predictions. The model is run using the inventory data in conjunction with field verifications. The model leverages demographic data from the U.S. Census and property data. Trinnex will identify a representative set of properties to perform field verifications.</p> <p>Once the field verifications are performed, Trinnex will train and test a machine-learning model to predict the probability of lead for the remaining unknowns in the inventory. These predictions will guide additional targeted field verifications with the goal of reducing unknowns in the inventory in the most cost-effective way.</p> <p>The model will be run iteratively alongside ongoing field investigations until an acceptable level of accuracy and confidence is achieved. Model predictions and performance metrics will be displayed in leadCAST along with a comprehensive report that provides transparency into how the model was built and tested. Trinnex will monitor EPA and regulatory agencies for guidance on criteria for acceptance of machine learning as an identification method for unknown service lines and align the model with such guidance.</p>	*
69	Describe mapping and other methods of presenting accumulated Water Service Line data both internally and externally (to the public).	<p>leadCAST has robust mapping and visualization capabilities for presenting service line data internally to water utilities and externally to the public.</p> <p>For internal data presentation leadCAST includes:</p> <ul style="list-style-type: none"> - A searchable map with all properties in the utility's inventory visualized. - Multiple visualization options for displaying items such as property lead status, inspection status, replacement status, tap sample status, and more. - Custom GIS Layer upload capabilities, allowing any GIS layer to be loaded and displayed on the map. - Dashboards with key performance indicators on LCRR/LCRI parameters, charts and graphs to visualize progress on compliance. <p>For external data presentation leadCAST includes:</p> <ul style="list-style-type: none"> - A public map to provide residents with information on their service line material and education information. - Embeddable and configurable key performance indicator summaries for water utilities to embed on their own sites and share with residents. - Custom website development to handle end-to-end public engagement for LCRR/LCRI. 	*
70	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>Data is ingested initially during the implementation period. After implementation has been completed, data can be ingested through leadCAST's data upload tools which allow additional information, such as service line inspection results, to be imported to the utility's database if required.</p> <p>leadCAST is set up to follow EPA inventory guidance and meets the EPA inventory requirements. leadCAST additionally supports data exporting, which can support custom post-processing and reporting.</p> <p>leadCAST utilizes cloud storage in a secure environment and is SOC 2 (type 1) compliant. Compliance with SOC 2 demonstrates the commitment to securing client data.</p>	*
71	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>Yes, leadCAST is partnered and integrated with SimpleLab for sample kit logistics and testing. SimpleLab provides the ability to dropship kits directly to the consumer and facilities, and handles all logistics associated with returning the kits to the lab and analyzing kits at the lab. The integration between leadCAST and SimpleLab allows kits to be ordered and managed through the leadCAST interface, and for all lab results to be viewed in near-real-time in leadCAST.</p>	*

72	Describe what is being offered in detail specifically related to Water Service Line replacement implementation including ongoing or updated data tracking.	<p>leadCAST has a replacement module available for purchase that assists utilities in managing and overseeing their service line replacement program. The functionalities of this include:</p> <ul style="list-style-type: none"> - Mapping and dashboarding capabilities to facilitate data visualization - Replacement pool management and integration with inventory functionality to allow seamless information exchange as service lines are replaced - Contract management allowing utilities to assign service lines to a contract and contractor, and manage replacement schedule - Pre- and post-replacement documentation workflow, accessible through mobile application for field crews to document work - QA/QC process for utilities to review documentation submitted, comment, and approve/reject as fit - Right-of-entry management, allowing homeowners/residents to sign right-of-entry through the customer portal or via the field crew's mobile application <p>As replacements are conducted and accepted by the utility, the inventory will be updated to reflect the new materials installed. These replacements will also be tracked through the dashboard which has several KPIs to inform utilities on their progress in their replacement program.</p>
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>leadCAST is constantly being updated, improved, and expanded to accommodate the growing needs of water utilities. The team is currently tracking and evaluating the LCRI proposal and planning additional functionality so that leadCAST supports end-to-end compliance with LCRI in addition to LCRR. This includes:</p> <ul style="list-style-type: none"> - Updates to lead service line replacement module - Updates to compliance sampling module - Expansion of customer communication and public engagement features - Mobile application updates and enhancements - New customer support and training knowledge base - Constant cybersecurity evaluation and updates in accordance with best practices - Updates and enhancements based on customer and user feedback

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
74	Internal education and training of participating entity staff.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Technical assistance.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
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	
77	Underground inspection and replacement planning.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>leadCAST includes lead service line replacement management tools to support the collection, visualization and management of data associated with field verifications that are conducted by the utility and their vendors. Trinnex does not offer any physical inspection or verification services.</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	
79	Communication and education for communities, such as programmatic outreach, educational materials and, promotional materials.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Trinnex Sourcewell Price List_2024-01-24.xlsx - Wednesday January 24, 2024 14:51:48
 - [Financial Strength and Stability](#) - Financial Strength - Trinnex.zip - Tuesday January 23, 2024 12:13:53
 - [Marketing Plan/Samples](#) - Trinnex Marketing Examples.zip - Tuesday January 23, 2024 15:22:06
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Trinnex_MasterServicesAgreement-Aug-30-2023.pdf - Wednesday January 24, 2024 15:02:20
 - [Standard Transaction Document Samples](#) - 2024 Quote Form Example_Trinnex.pdf - Wednesday January 24, 2024 14:18:03
 - [Requested Exceptions](#) - Trinnex Requested Exceptions for Sourcewell Contract.zip - Tuesday January 23, 2024 12:12:25
 - [Upload Additional Document](#) - About Trinnex Solutions and Services.zip - Tuesday January 23, 2024 15:23:18

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. - Keith Hodsdon, Sr., Vice President of Sales, Trinnex, Inc.

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