



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WithersRavenel, Inc., 115 MacKenan Dr., Cary, NC 27511 (Supplier).

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

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

#### **1. TERM OF CONTRACT**

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

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

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

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to 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 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

## **11. INDEMNITY AND HOLD HARMLESS**

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

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



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

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

3. *Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and



records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

WithersRavenel, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/2/2024 | 3:32 PM CDT

DocuSigned by:  
*L. Eddie Staley*  
F62A97BC74E7482...  
By: \_\_\_\_\_  
L. Eddie Staley  
Title: Chief Experience and Innovation Officer  
Date: 4/2/2024 | 2:41 PM EDT

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

---

## Vendor Details

Company Name: WithersRavenel, Inc.  
Does your company conduct business under any other name? If yes, please state: NC  
Address: 115 MacKenan Drive  
Cary, North Carolina 27511  
Contact: Chan Bryant  
Email: cbryant@withersravenel.com  
Phone: 919-469-3340 202  
Fax: 919-467-6008  
HST#: 56-1740520

## Submission Details

Created On: Thursday December 07, 2023 10:26:45  
Submitted On: Thursday January 25, 2024 07:42:40  
Submitted By: Jon Mills  
Email: jmills@withersravenel.com  
Transaction #: 2cc30cde-4185-403a-aa2d-25782bc95d38  
Submitter's IP Address: 136.226.48.170

---

## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	WithersRavenel, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE Code: 8T6L1 Unique Entity Identifier: SK8ECFTPUEH7
5	Proposer Physical Address:	115 MacKenan Drive, Cary, NC 27511
6	Proposer website address (or addresses):	<a href="https://withersravenel.com/">https://withersravenel.com/</a>
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):	L. Eddie Staley, PLS, GISP Chief Experience and Innovation Officer WithersRavenel 115 MacKenan Dr Cary, NC 27511 estaley@withersravenel.com 919-469-3340
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	L. Eddie Staley, PLS, GISP Chief Experience and Innovation Officer WithersRavenel 115 MacKenan Dr Cary, NC 27511 estaley@withersravenel.com 919-469-3340
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Becca Ruffin WR Technology Director WithersRavenel 115 MacKenan Dr Cary, NC 27511 rruffin@withersravenel.com 919-469-3340

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
-----------	----------	------------

<p>10</p>	<p>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>	<p>Founded in 1983 by Hamilton E. "Tony" Withers and Samuel F. Ravenel, WithersRavenel is an Employee Stock Ownership Plan (ESOP) company. Our 400+ employee-owners excel at providing asset management, environmental, funding and finance, geomatics and surveying, land and site development, planning and landscape architecture, stormwater, pavement, and water and sewer utilities services. Our headquarters is in Cary, North Carolina, and we have branch offices across the state in Asheville, Charlotte, Greensboro, Pittsboro, Raleigh, Southern Pines, and Wilmington. We employ over 400 professionals in the surveying, engineering, and planning fields.</p> <p>Company Timeline</p> <ul style="list-style-type: none"> <li>• 1983 – Established as Withers &amp; Ravenel, P.A.</li> <li>• 1991 – Incorporated as Withers &amp; Ravenel, Inc.</li> <li>• 2006 – Acquired Kenneth Close Surveying, Inc.</li> <li>• 2014 – Transitioned to Employee Stock Ownership Plan (ESOP)</li> <li>• 2015 – Named changed to WithersRavenel, Inc.</li> <li>• 2018 – Acquired WR-Martin (formerly Martin-McGill)</li> <li>• 2019 – Became 100% Employee-Owned</li> <li>• 2023 – Grant funding total surpassed \$955M</li> </ul> <p>As a 100% employee-owned Employee Stock Ownership Plan (ESOP) company, our employees are empowered to deliver exceptional client and employee experiences, because when you succeed, we all thrive.</p> <p>Mission Giving, growing, and creating together.</p> <p>Vision Be the premier, multi-disciplinary firm creating inspired places—one person, one project, and one community at a time.</p> <p>Core Values</p> <ul style="list-style-type: none"> <li>• Integrity</li> <li>• Respect</li> <li>• Collaboration</li> <li>• Quality</li> <li>• Sustainability</li> <li>• Community</li> </ul> <p>WithersRavenel provides engineering, planning, and surveying services in the following areas of expertise:</p> <ul style="list-style-type: none"> <li>• Water Resources (Water and Sewer Distribution, Collection, and Treatment)</li> <li>• Asset Management</li> <li>• Funding and Financial Services for Local Government</li> <li>• Economic Development</li> <li>• Geomatics</li> <li>• Land Planning and Development</li> <li>• Stormwater Design and Management</li> <li>• Environmental Design and Remediation</li> </ul>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>WithersRavenel expects to provide our clients with a renowned contract vehicle to purchase professional engineering and technology services pertaining to water service lines and management systems with ease. An awarded contract will see WithersRavenel expand its market presence and growth to the company's sales team. Upon being awarded, we will expand our existing marketing strategy to target our existing and prospective clients and inform them of new purchasing opportunities. In addition, our dedicated sales team will utilize data and other communication avenues to generate new leads.</p> <p>Many of our clients utilize Sourcwell for procurement and this provides an avenue for Local Governments to meet the procurement requirements in an accelerated time frame. This is especially important for clients who receive federal funding with a limited time to complete the funded project.</p>

12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>WithersRavenel has the financial stability to undertake this contract. Our employee-owned company has seen strong growth in recent years in both our municipal services and private land development business lines. Along these lines, we have been repeatedly honored across North Carolina for the fiscal strength of our company, namely in our revenue growth and our increase in annual employee total numbers. For the last three years, WithersRavenel has been honored by Business North Carolina with its North Carolina Mid-Market Fast 40 award, which recognizes growing companies with exceptional financial results.</p> <p>Additionally, for the last four years, we have been recognized by the Triangle Business Journal as one of their Fast 50 Award recipients. This recognition is also focused on growth in company revenues and total employee count.</p> <p>From a national standpoint, WithersRavenel has provided asset management services in over 30 states. We were recognized by the Zweig Group with the 2023 Excellence in Client Experience Gold Award and #36 on the 2023 Hot Firm Award. The Zweig Group Hot Firm List recognizes the 100 fastest-growing AEC firms in the United States and Canada. These firms have outperformed the economy and competitors to become leaders in their chosen fields. The CXA recognizes professional services firms who consistently excel at aligning with expectations and delivering experiences buyers would highly recommend to others. The Zweig Group is the leading research, publishing, and advisory resource for architecture, engineering, planning, &amp; environmental consulting firms. <a href="https://zweiggroup.com/pages/2023-award-winners">https://zweiggroup.com/pages/2023-award-winners</a></p> <p>Our gross financial revenue for 2021 was \$48,492,901, while our gross financial revenue for 2022 was \$58,470,893.00.</p> <p>Below are our Annual Gross Receipts dating back to 2013.</p> <p>Annual Gross Receipts 2022 = \$58,470,893.00 2021 = \$48,492,901.00 2020 = \$41,493,893.66 2019 = \$35,446,146.00 2018 = \$32,846,024.00 2017 = \$23,297,236.00 2016 = \$22,700,000.00 2015 = \$20,681,950.00 2014 = \$18,750,000.00 2013 = \$18,044,354.00</p>	*
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>WithersRavenel has secured \$955 million in funding for our clients. The large majority of this funding is focused on the water distribution, sewer collection, and treatment markets. We are the largest North Carolina-based engineering firm in the water and sewer services industry.</p> <p>In addition, we have a robust business development, marketing, and sales team to support our delivery services. This allows us to reach across the United States to promote our thought leadership in local government services.</p> <p>We have successfully implemented infrastructure asset management services in 22 states stretching across the United States. Many of these clients are focused on water distribution services and these clients are facing regulations to meet federal requirements for lead and copper identification, capital planning, and replacement.</p>	*
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>None.</p> <p>However, we do have staff that have completed work in Canada, and our partnership with software solution companies allows us to offer select implementations in Canada.</p>	*
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No.</p>	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Service Provider – At WithersRavenel, we are committed first and foremost to the success of our clients’ projects. Our employee-owners in each service area bring a bounty of experience, creativity, and technical knowledge to each design.</p> <p>WithersRavenel’s technical teams work closely with our business development and practice leads and engage clients from start to finish.</p> <p>Our Business Development team researches and identifies both long- and short-term leads. They are well versed in contracting options and how to assist clients in identifying needs, guiding and directing clients to appropriate procurement and contracting methods, and providing assistance with any technical scopes of work if necessary.</p> <p>We have eight business development representatives, three sales support managers, and six client experience officers who are responsible for maintaining the current client base and growing business opportunities.</p> <p>In addition, we have a robust Client Experience program that has been recognized for the last seven years as a national leader by PSMJ and The Zweig Group (leading industry publications). Our CX program is led by L. Eddie Staley, CXIO and the program tracks performance metrics on more than 80% of our gross profit by client. Currently, we meet or exceed our client’s expectations 98.7% of the time with a Net Promoter score consistently above 78. This is a full 12 percentage points higher than the industry average.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>WithersRavenel is a professional civil engineering and surveying firm. As part of our service offering requirements, we hold professional licenses and certifications to meet individual state requirements to complete work in multiple states. These credentials are maintained, acquired, and kept current in support of the business contemplated by this RFP. We are licensed in the multiple states where we work.</p>
18	<p>Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.</p>	<p>N/A. WithersRavenel has not been associated with any suspension or debarment activities.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
-----------	----------	------------

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over the past five years, WithersRavenel has been recognized and awarded in the following:	
		<p>2023</p> <ul style="list-style-type: none"> <li>• ACEC/NC Young Professional Award for Colleen Duryea</li> <li>• CX-cellence Award: Client Experience for Professional Services</li> <li>• Business NC Power List: Jim Canfield</li> <li>• Triangle Business Journal 40 Under 40: Tucker McKenzie</li> <li>• ENR Top 500 Design Firm, Top 60 Southeast, Top 20 in NC</li> <li>• Mid-Market Fast 40 Award</li> <li>• Zweig Hot Firm Award</li> <li>• TBJ Fast 50 Award</li> <li>• Well Workplace Award</li> <li>• Healthiest Places in the Triad and Triangle 2023</li> </ul> <p>2022</p> <ul style="list-style-type: none"> <li>• APWA-NC Stormwater Project of the Year Award: Morrisville TCC Wetland</li> <li>• CX-cellence Award: Client Experience for Professional Services</li> <li>• ESOP Employee-owner Service Award, Caitlyn Myers</li> <li>• ENR Top 500 Design Firm, Top 60 Southeast, Top 20 in NC</li> <li>• TBJ Fast 50 Award</li> <li>• Well Workplace Award</li> <li>• Healthiest Employers in the Triangle</li> <li>• Mid-Market Fast 40 Award</li> <li>• Zweig Hot Firm Award</li> </ul> <p>2021</p> <ul style="list-style-type: none"> <li>• CX-cellence Award: Client Experience for Professional Services</li> <li>• ENR Top 500 Design Firm, Top 60 Southeast, Top 20 in NC</li> <li>• ACEC/NC Engineering Excellence Award for Project Forge</li> <li>• ACEC/NC Young Professional Award for Clark Maness</li> <li>• AIA Award for Clark Townhomes</li> <li>• TBJ Fast 50 Award</li> <li>• Well Workplace Award</li> <li>• Healthiest Employers in the Triangle</li> <li>• Mid-Market Fast 40 Award</li> <li>• PSMJ Premier Award for Client Satisfaction</li> <li>• International Conference on Water Management Modeling, Best Paper Presentation, 3rd Place</li> <li>• 2021 Space Award for Peace Raleigh Apartments &amp; Publix at Smoky Hollow</li> <li>• Sir Walter Raleigh Award for Community Appearance for Clark Townhomes</li> </ul> <p>2020</p> <ul style="list-style-type: none"> <li>• APWA-NC Stormwater Project of the Year Award: Beeson Creek Restoration Project in Kernersville</li> <li>• TBJ Fast 50 Award Winner</li> <li>• PSMJ Premier Award for Client Satisfaction</li> <li>• State of Downtown Imprint Award</li> <li>• CX-cellence Award for Purposeful Leadership</li> <li>• ESOP Company of the Year Award from Carolinas Chapter of The ESOP Association</li> <li>• NCASLA PARK(ing) Day award, first prize</li> </ul> <p>2019</p> <ul style="list-style-type: none"> <li>• TBJ Fast 50 Award</li> <li>• PSMJ Award for Client Satisfaction</li> <li>• ENR Top 500 Design Firm</li> <li>• CX-Cellence Award for Client Experience</li> <li>• ACEC Engineering Excellence Award, Honors for Crabtree Creek Greenway</li> <li>• Greater Triangle Stewardship Development Awards, Silver Stewardship Development Award for Crabtree Creek Greenway</li> <li>• Two TBJ SPACE awards</li> </ul>	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	<5%	*
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?	None	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*



**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 *	
City of Lawrence (KS)	Darren Haag	(785) 832-7800	*
City of Yelm (WA)	Patrick Hughes, PE	(360) 458-3244	*
City of Gresham (OR)	Alan Johnston	(503) 618-3454	*
City of Sanford (NC)	Hal Hegwer	(919) 775-8282	
Salisbury-Rowan Utilities (NC)	Jason Wilson	(704) 216-7553	

**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 *	
Town of Clayton	Government	North Carolina - NC	Water and Wastewater Design. Funding and Administration.	Multiple Projects	\$5.5MM	*
Town of Cary	Government	North Carolina - NC	Asset Management, Water and Sewer Design, Pavement Management.	Multiple Projects	\$3.6MM	*
City of Gastonia	Government	North Carolina - NC	Asset Management, Water and Sewer Design, Pavement Management.	Multiple Projects	\$3.3MM	*
City of Lawrence	Government	Kansas - KS	Strategic Asset Management Plan	Single Contract	\$162K	*
City of Bothell	Government	Washington - WA	Sewer Inflow & Infiltration and Asset Management.	Single Contract	\$100K	*

**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 *

<p>26</p>	<p>Sales force.</p>	<p>WithersRavenel is a 420+-person professional service firm with a 40-year history of exemplary service in local and state government and private development sectors. This history of success is built upon a dedicated business development, marketing, and sales team.</p> <p>Our Business Development professionals are past local government managers, mayors, public works directors, and infrastructure funding professionals. Their network of contacts reaches across the United States. They understand the needs and challenges of the clients we serve. They act as the connection between our technical professionals and the client as we guide our clients through the problem-solving, scoping, funding, procurement, and contracting phases of project development. Our Business Development professionals work closely with our delivery teams and our Client Experience Managers to ensure a successful project transition. Our Client Experience Managers work with clients that have multi-year and multi-faceted projects with WithersRavenel. They become the single point of contact for all client requests and act as the overall client advocate and manager for all WithersRavenel project managers.</p> <p>For many of our national infrastructure asset management projects, our dedicated sales team is responsible for identifying the client's needs, connecting them with the subject matter experts at WithersRavenel and guiding the client along the project journey from procurement, contracting, and delivery.</p> <p>Our Growth Officers are responsible for defining target markets and clients that align with our values and service offerings. They work closely with the Business Development, Sales, CXM, and Delivery Teams to ensure a good client fit. Many times, the Growth Officer will be the main point of contact initially during project development.</p> <p>WithersRavenel currently employs:</p> <ul style="list-style-type: none"> <li>(7) Business Development Representatives</li> <li>(3) Sales Support Managers</li> <li>(6) Client Experience Managers</li> <li>(3) Growth Officers</li> </ul>
<p>27</p>	<p>Dealer network or other distribution methods.</p>	<p>Our professional services are not offered through a dealer network or other distribution network. All our staff are employees of WithersRavenel.</p> <p>Our software and managed services are offered as annual, web-based software licenses and as such do not require a dealer network or distribution network.</p> <p>We work closely with third-party software providers as implementation experts for local government.</p>

28	Service force.	<p>WithersRavenel is committed to providing the resources needed to produce responsive and cost-effective services.</p> <p>We have a dedicated team of Asset Management, Funding, and Utilities experts specifically for all types of projects. Our teams include two dedicated field crews for utility mapping, a team of seven GIS experts, and five funding specialists who perform grant administration. Each project is assigned a Senior Project Manager, Senior Technical Consultant, Project Coordinator, Staff Professionals, and Grant Administrator.</p> <p>In addition, we have identified a team of trusted partners to help complete certain aspects of the work. They support us by scanning and georeferencing documents, performing condition assessments using CCTV, and conducting flow monitoring, depending on the nature of the project.</p> <p>Our project team has sufficient capacity in their present workload commitments, and we have sufficient additional staff resources, if needed, to complete your project requirements.</p> <p>We assign utility experts from one or more of our eight offices based in your region and project needs to strike a balance between local knowledge and technical focus. If your project demands more resources at any point, we have the personnel available. For example, our Geomatics group operates an additional 16 field crews that we can draw from to supplement our dedicated crews.</p> <p>We have a proven track record of initiating and completing projects on or ahead of schedule.</p> <p>We have developed a systematic approach to completing projects designed to streamline project initiation, documentation, and close-out. Thorough quality assurance and quality control processes mean high-quality products are delivered efficiently.</p> <p>One of our greatest assets is our record of responsiveness, and we are very cautious not to become over-extended and fail to meet our commitments. Because of the high volume of repeat business generated from our existing clients, we are selective in submitting proposals to new clients.</p> <p>We are confident that we can take on the additional commitments and continue to maintain our standards of responsive, cost-effective, and high-quality client service.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Direct contracting with WithersRavenel. Contracting is managed by a Client Experience Team member.	*
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>WithersRavenel has a robust Client Experience Program that includes a proven process for client satisfaction. Client Feedback requests are requested at milestone phases of each project. This ensures quick recognition and adjustment to delivery if the client's expectations are not being met. We track all project experience metrics across multiple categories including, but not limited to: responsiveness, quality, communication, schedule, budget, helpfulness, value, accuracy, scope and fees.</p> <p>Our current metrics are 98.7% of the time we meet or exceed our clients' expectations in each of the categories listed above. In addition, we traditionally maintain a 78 NPS score or higher which is 12 points higher than the industry standard. See our Client Experience page listed below for more details and client quotes.</p> <p>The Client Experience Manager Team crafts a tailor-made client experience. They serve as the primary point of contact for clients and their stakeholders. For clients with multiple concurrent projects, they coordinate between delivery teams to make sure clients are receiving consistent service and clear communication. Many of our Client Experience Managers are past local government engineers, managers, and planners themselves, and all of them are trained to work across our full suite of multidisciplinary service offerings to oversee successful project delivery and exceed client expectations.</p> <p><a href="https://withersravenel.com/company/client-experience/">https://withersravenel.com/company/client-experience/</a></p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>WithersRavenel has a proven track record of providing our services and products to clients across the United States.</p> <p>We welcome the opportunity and freely offer our willingness to provide our services and products to Sourcewell participating entities in the U.S. Growing our Infrastructure Asset Management services is a strategic goal for WithersRavenel and we see our partnership with Sourcewell as an important part of our growth plan.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Due to professional licensing requirements and Canadian residency, we are not able to serve Canada for professional engineering services. However, we can support Canada with GIS, Data Management, and Asset Management Services.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Canada is not currently in our proposed service area outside of virtual and desktop GIS exercise services (pending professional licensing requirements).	*
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?	We expect to provide services across the United States. We do not participate with other cooperative purchasing contract providers	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not anticipate any restrictions in providing services in any of the areas outlined above, other than as outlined in our proposed fee structure, that travel time and costs would be included in our proposed project estimates. Additionally, WithersRavenel has staff that operates out of Hawaii.	*

**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 being awarded a contract by Sourcewell, WithersRavenel's dedicated Communication &amp; Branding team of 9 people, with assistance from our Business Development team of 13 people, will use one or more of the following methods to promote this contract opportunity:</p> <p>Personal meetings, phone calls, and/or emails – WithersRavenel maintains a CRM database of 8,800+ client companies and 13,200+ client contacts. Our Business Development team, which is organized regionally, regularly meets with and contacts existing and potential clients about their needs and potential changes in our industry that may affect them.</p> <p>Mass mailings – In addition to phone calls and emails, WithersRavenel can use its CRM database to send postcards and/or letters informing existing and potential clients about this contract opportunity.</p> <p>Mass emails – WithersRavenel maintains an active mailing list of 21,600+ email contacts. We use email campaigns to notify our contacts of regulatory changes, upcoming federal/state program deadlines, and opportunities for grant and loan funding, among other topics; we can distribute emails to inform them of this contract opportunity. Additionally, WithersRavenel tracks municipal and private development-related news across North Carolina, sharing the information with our clients in a weekly email. The service aims to help provide local officials and business leaders with a quickly scannable list of useful information affecting communities and commerce.</p> <p>Website announcement – On average, WithersRavenel publishes company news and thought leadership articles on our website twice a week, and the site receives approximately 3,500 unique visitors per month. We can make a post similar to this announcement, which calls for potential subcontractors to submit statements of qualifications, to promote this contract opportunity.</p> <p>Social media sharing – In conjunction with an announcement on our website, we can post on our LinkedIn, Facebook, X (formerly known as Twitter), Instagram, and Threads accounts. We would provide information about this contract with a link back to our website announcement and/or Sourcewell's website, as well as @mention Sourcewell's social media accounts in our post.</p>

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Technology and innovation are core to WithersRavenel's business strategy, including our marketing efforts. We take advantage of several categories of data tools:</p> <p>Robust software with off-the-shelf and custom integrations – We use Unanet AE, an Enterprise Resource Planning (ERP) program designed for architecture, engineering, and construction (AEC) firms, for project management and accounting functions. We use a companion program, Unanet CRM, to manage leads, opportunities, and marketing project data. A connector between these programs allows us to link project start and end dates, estimated and actual costs, client contacts, and project descriptions together, enabling us to respond to RFPs/RFQs with up-to-date information and track the opportunity lifecycle from lead to project close-out. Another integration between these programs and our email marketing program, Constant Contact, allows us to maintain accurate and compliant client contact lists for email communication.</p> <p>Native analytics – Where available, we take advantage of built-in displays of metrics and KPIs. For instance, we use Constant Contact's reporting tools to review open rates, click rates, and click-to-open rates for each email campaign and event we run, in addition to reviewing contact changes and investigating any large movements (&gt;1%) in subscribes/unsubscribes.</p> <p>Third-party analytics – When built-in tools are unavailable or lack sufficient granularity, we rely on third-party software integrations to provide insight. Examples include using Google Analytics 4 and Dealfront to track traffic on our website and using Meta Business Suite and Hootsuite to monitor engagement on our social media channels.</p> <p>Data visualization – To make large quantities of data easier to understand, we turn to programs like PowerBI, Smartsheet, and Geckoboard to create meaningful charts, graphs, reports, and dashboards.</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>WithersRavenel views Sourcewell as a conduit into new procurement channels around North America. It is our intention to build a continent-wide sales team with a procurement contract that will help us achieve scale. Our new sales team members will be trained and responsible for educating clients on how to procure through Sourcewell, even if the individual contact is not previously familiar with Sourcewell. We understand that a procurement contract is vital to maintaining sales momentum and achieving the sales team's goals for the coming years. Our clients respect Sourcewell as a purchasing cooperative and feel assured of the trust that comes with a Sourcewell partnership.</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.	<p>WithersRavenel's products and services are not available through an e-procurement ordering process.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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>With regards to our professional services being proposed, although there is generally not a specific training component to the work that we do, much of the collaboration that takes place during a project, entails us to informally train our clients and their staff on Infrastructure Asset Management.</p> <p>For example, when we lead Capital Planning workshops, we always begin with an introduction to the ISO 55000 Asset Management Framework.</p> <p>However, the baseline of the philosophy is an understanding of each client's unique business goals and objectives for a project or program. As such, the framework provides a guideline that is tailored to each unique client context, but not a rigid structure. Much of the framework is about educating our clients on best practices and standards for Asset Management. This informal training is provided by our Project Managers and Facilitators as part of our ongoing project collaboration.</p> <p>For the software tools that support our professional services, included in the managed services fees for the software is dedicated training in the usage of the dashboard tools. The training is provided by a WithersRavenel implementation specialist who is familiar with both the client's business objectives and processes and the software being used. This is often in conjunction with our technical subject matter expert or a senior member of our project team.</p> <p>Training and support can be requested by the client at any time during the managed services period.</p>

41	Describe any technological advances that your proposed products or services offer.	WithersRavenel leverages multiple technologies to support our service offering. We select the “fit for purpose” technology solution that aligns with the client’s goals and objectives. For instance, we utilize GIS data as the single source of truth for all Infrastructure Asset Management projects. We often utilize client-specific Microsoft PowerBI Dashboards to display the technical information in a format consumable by the client. This mash-up of technologies is a major differentiator for the services we offer in a managed service offering.	*
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.	WithersRavenel is committed to purchasing sustainable office supplies, recycling, electronic delivery of reports, and reducing carbon emissions. Additionally, WithersRavenel’s services and offerings are designed for long-term sustainability for clients’ success.	*
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.	WithersRavenel has not received any third-party eco-labels associated with the services, or the software products that support them. However, by nature our lifecycle modeling managed services and water service line inventory and management systems services provide our clients with a path of financial and environmental sustainability. The overall goal is to develop an optimal investment and rehabilitation strategy to align with the client’s long-term level of service goals.	*
44	Describe the capabilities of products and services offered to meet EPA guidelines for funding, reporting, and products such as test kits.	N/A	*
45	Describe how your company will help with navigating any federal, state, or local level funding, credits, or other similar funds.	WithersRavenel has a dedicated Funding & Finance team that assists local governments in navigating funding programs. Our professionals immerse themselves in the client’s organization, becoming part of their team while managing multiple deadlines and coordinating with multiple individuals at the agency level. We work with you to identify and eliminate or reduce operational inefficiencies as you move toward your financial goals. WithersRavenel has secured \$955 million in funding for local governments.	*
46	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
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>WithersRavenel helps communities understand and manage their water resources so that they can support the development of homes, schools, hospitals, and businesses in an environmentally responsible way.</p> <p>Funding the replacement of aging water infrastructure and the construction of new facilities can be difficult. Costs cannot simply be passed on to the consumer and a water utility must operate within its financial constraints. By working with clients to develop a fiscal roadmap made up of federal and state grants and loans, we help make water improvements affordable for more people in more places.</p> <p>Our Services</p> <ul style="list-style-type: none"> <li>• Water &amp; Sewer Rehabilitation &amp; Replacement</li> <li>• Flow Testing</li> <li>• Hydraulic Modeling</li> <li>• Water &amp; Wastewater Pump Stations</li> <li>• Water &amp; Wastewater Treatment Plants</li> <li>• Water Supply Systems</li> <li>• Sanitary Sewer Infrastructure</li> <li>• Elevated &amp; Ground Storage Water Tanks</li> <li>• Wells</li> </ul> <p>In addition, we offer these services as a managed service that allows the client to focus on their day-to-day work and have a team of licensed professionals act as an extension of staff to focus on the long-term strategies for a sustainable utility.</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	Please reference WithersRavenel's Exhibit I Standard Terms and Conditions document attached to this submission for an overview of performance standards and guarantees that apply to our services.
49	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	WithersRavenel is a professional engineering company that must meet all standards of care for all work completed. In addition, WithersRavenel has professional liability insurance in the event there is a claim.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
50	Describe your payment terms and accepted payment methods.	Net 30 on a percent complete basis.
51	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer leasing or finance 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.	Please reference WithersRavenel's Exhibit I Standard Terms and Conditions document attached to this submission.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-Card and credit card payments. There are no additional costs to Sourcewell participating entities.

**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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>WithersRavenel's pricing model for this RFP is attached to this submission.</p> <p>The pricing is organized as follows:</p> <ul style="list-style-type: none"> <li>• Tab #1: This is the price book for gathering utility data through desktop or field service work.</li> <li>• Tab #2: This is the price book for using existing utility datasets to advise and take action on lead and copper rule projects.</li> <li>• Tab #3: This is the price book for leveraging utility condition data to create lifecycle capital planning models that explain future needs and investments needed.</li> <li>• Tab #4: This is the price book for WithersRavenel hourly rates for potential other services that may be rendered for a utilities infrastructure team or adjacent department.</li> <li>• Tab #5: This is the price book for LiftCommand software for managing utility flow data for future planning and compliance for lift stations and treatment plants.</li> </ul> <p>For all price books, a description of scope and expectations are included in the spreadsheet under the pricing chart or in the RFP responses themselves.</p> <p>All pricing in the pricing document represents a 3% discount off normal WithersRavenel prices with rounding included.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing presented in this submission is discounted 3% from our standard pricing, and rounded. Additionally, clients that use Sourcewell receive the best price of services from WithersRavenel by buying off the contract. Please see the attached pricing model for more details.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts and economies of scale are both outlined in the attached pricing model. For example, by purchasing lifecycle modeling services for both water and sewer assets, a lower amount is paid for the 2nd asset class and any additional beyond that.
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.	Depending on the service, the location, and the logistics surrounding a project, WithersRavenel may use partners and other service delivery experts to meet client needs. A project management fee on top of the service cost would be expected in such a scenario.
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.	For services that differ from a standardized scope, WithersRavenel reserves the ability to custom scope a project or work from an hourly time and material basis to accommodate clients' unique needs.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping of any physical documents and data is included in the scope defined in the attached pricing document.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>WithersRavenel extends all services to Alaska and Hawaii.</p> <p>WithersRavenel virtual and desktop GIS exercise services are available to Canada and other offshore locations assuming there are no local professional licensure requirements.</p>
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A



**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.	Sourcwell is the only procurement portal that WithersRavenel intends to use for cooperative purchasing.

**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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	WithersRavenel intends to run a quarterly CRM report in order to confirm contract totals. A field in the CRM is to be designated for cooperative purchasing so that these reports are accurate. Furthermore, an extensive administrative staff will be trained on accurate pricing, the model, and how to execute this for the business development team.
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.	Internally, WithersRavenel aims to obtain incrementally more business and contracts through the Sourcwell contract over time. Ultimately, we anticipate dozens/hundreds of contracts being written with the Sourcwell procurement contract each year. <ul style="list-style-type: none"> <li>• For some business units, we anticipate as much as 75% of their business occurring through the Sourcwell contract.</li> <li>• We intend to see incrementally more sales due to the added procurement vehicle – instead of 12 deals per year for a sales representative, closer to 18.</li> <li>• We also expect to see a reduced sales cycle duration in each service category by fulfilling RFP requirements more quickly. e.g. instead of nine months, closer to four months.</li> </ul>
65	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	WithersRavenel proposes to pay Sourcwell a one-time 1.5% administrative fee on any services and a one-time 1.5% administrative fee on any recurring services. More than 98% of WithersRavenel's revenue is in the category of one-time services.

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

Line Item	Question	Response *
66	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>WithersRavenel helps break down the daunting goal of understanding water line systems complexities into manageable tasks with clear goals.</p> <p>By identifying the components of a system and evaluating condition, asset lifecycles reveal themselves. With this perspective, it is not only possible but relatively simple to calculate the remaining service life of specific assets, predict maintenance needs and potential failures, and become proactive about financing and fixing issues. WithersRavenel transforms qualitative and quantitative data—data that too often lives in the heads of senior utilities operators and nowhere else—into information for making smart investments in public health and safety.</p> <p>From data collection to GIS database creation and integration, and from capital improvement planning to funding application preparation and beyond, our professionals use repeatable processes to gather accurate data and make actionable recommendations.</p> <p>WithersRavenel recognizes that this RFP asks to complete work related to Water Service Line Inventory and Management Systems with Related Services. With that in mind, we leverage the following Project Work Plan and tailor these solutions to</p>

meet a client's specific needs and objectives. Therefore, the provided information is of a somewhat general nature, as customization of our deliverables and process is necessary to meet the unique needs of each client.

#### PROJECT WORK PLAN

The execution of this work involves a dedicated team at WithersRavenel that focuses specifically on water service line projects. This team includes funding experts who are well versed in identifying funding opportunities for projects, a dedicated project manager who specializes in water service line inventory and management, field data collection teams led by a Professional Land Surveyor (PLS) who specializes in water and sewer mapping, staff professionals, utilities subject matter experts, and a grant administration professional to walk clients through every step of the journey.

Additionally, WithersRavenel can prepare an Asset Management Plan (AMP) to address the near and long-term infrastructure needs of its water system as well as understand the financial implications of meeting those needs.

WithersRavenel primary goals of an AMP are to:

1. Produce a GIS mapping inclusive of all relevant asset information related to location, pipe age, material, condition, etc.
2. Identify critical assets by using a risk-based approach to determine the remaining useful life for each water main asset.
3. Develop a prioritized capital improvement plan (CIP) with cost projections and timelines based on risk analysis.
4. Maximize asset life cycle by providing recommendations on operations and maintenance and management strategies.
5. Prepare a rate study to plan for financial needs based on the developed CIP projects.

Additionally, the AMP will also incorporate regulatory considerations such as state-by-state design standards to evaluate asset compliance as well as capacity compliance considering future growth scenarios.

Our team is made up of experienced asset management professionals and a diverse group of subject matter experts in the areas of water and wastewater. Our focus is to help clients achieve sustainability goals by ensuring the long-term viability of their existing infrastructure and facilities.

WithersRavenel takes a comprehensive approach to Asset Management Planning and Program Development. Developing an Asset Management Program starts by understanding your needs and the current state of the organization's assets and levels of service. This information provides the basis for asset management activities like securing grant funding, the development of effective operations and management strategies, establishing capital needs, lifecycle modeling, and the execution of long-term financial planning.

Our team uses data to increase the understanding of the state of your assets. This work includes reviewing existing asset data, identifying data gaps, conducting field data collection and attribute population as needed, completing condition assessments, and the review of information about repair history.

We use this information to inform recommendations for renewal and replacement. This includes risk-based prioritization based on the likelihood and consequences of failure of assets to establish criticality. Creating strategies to manage the organization's most critical assets helps to mitigate risk to the entire organization.

As part of this process, our approach includes the review of existing operations and maintenance practices, established service level goals, and rehabilitation and replacement projects. Our team uses this information to create baseline lifecycle models based on the unique way you manage your assets to establish a model of how assets are currently being managed.

In consultation with the client, our team works to understand business objectives and an understanding of your assets to create a customized asset management strategy. This includes making future state recommendations and establishing desired levels of service, updating operations and management practices, and modeling the consequences of different business decisions on the sustainability of your assets over time using life cycle modeling tools.

Understanding that funding is critical in meeting your short and long-term objectives, WithersRavenel has a dedicated team of funding and finance professionals that has

experience assisting local governments in applying for funding, securing, and administering grants and loans, conducting financial analysis, performing financial modeling, and conducting rate studies.

#### PROJECT APPROACH

To complete the tasks of your scope, we will undertake the following work plan.

##### Host Scoping Kick-Off Meeting:

The project manager will organize the team and schedule a scoping meeting with the client. The purpose of this meeting will be to understand organizational needs and objectives to establish the best path forward. This will include understanding existing challenges and identifying potential sources of funding to help with the completion of asset assessment work.

##### Host Project Kick-Off Meeting:

Once the project is established, the project manager will organize the necessary resources outlined in this proposal and schedule a kickoff meeting with the Client.

##### Schedule Weekly Project Meetings:

We conduct weekly internal project meetings and establish client meetings at regular intervals for the duration of the project(s). We track our progress through a combination of Basecamp, an online project management and communication portal, and our accounting software.

##### Compile and Review Existing Data:

Our GIS team typically provides a preliminary gap analysis of the existing GIS database. We will then use our familiarity with the data to make sure the work plan addresses missing and inconsistent attribute information and correct errors in geometric network connectivity.

##### Database Development:

We use Esri's industry-standard Water Utility Data Model designed specifically for water and sewer systems.

##### Data Migration:

Data will be migrated into the new schema using advanced tools to load and migrate the data into the new utility database structure.

#### SERVICES OFFERED

For all Water Service Line Inventory and Management Systems with Related Services projects, the following services will be offered to clients to fit their specific needs:

##### Lifecycle Modeling:

Lifecycle modeling in water systems refers to the systematic approach of assessing and managing the various stages and interactions within the life of a water-related infrastructure or system, such as a water treatment plant, a wastewater management facility, or a water distribution network. Total Lifecycle Management encompasses planning, design, construction, operation, maintenance, and eventual decommissioning or replacement of the system. By considering the entire lifecycle, stakeholders can make informed decisions that optimize resource allocation, environmental impact, and overall efficiency.

The lifecycle modeling process typically begins with the identification of project goals and requirements, followed by the conceptualization and design of the water system. During the construction phase, the chosen design is brought to life, involving procurement, construction, and quality control processes. Once operational, the system undergoes routine maintenance, monitoring, and potential upgrades to ensure it functions effectively. As the system ages, considerations shift towards rehabilitation, replacement, or retirement options, with a focus on minimizing disruption, maximizing longevity, and adapting to evolving technologies and regulations.

Lifecycle modeling involves integrating technical, economic, environmental, and social factors. It helps decision-makers understand the long-term implications of their choices, considering factors like energy consumption, water quality, environmental impacts, and financial costs.

By taking this comprehensive view, water systems can be developed and managed in a sustainable and resilient manner, ultimately contributing to the efficient use and management of water resources for communities and industries.

##### Location and Attribute Population:

Our team will focus on collecting missing attribute information in problem areas and critical study areas identified by working with our clients. The field services team will assist with survey, locating missing features on the ground using survey-grade GPS equipment under the direction of a PLS.

Data collected will be imported into the GIS database for assessment and each record will be given its own unique identifier.

Our field services teams will conduct attribute collection using Esri's Collector Application on a mobile device. The crews will attribute missing data such as material, diameter, depth, and condition through a combination of field assessment and record drawing review.

**Configure GIS Database and Integrate New Data:**

Our GIS team will take all of this data and configure it into the GIS to create a complete and high-functioning database ready for publishing, querying, and data analysis. The client will receive a GIS database as well as system maps that can be used to visualize the condition of infrastructure.

When complete, WithersRavenel can train the client to edit and maintain the GIS and remain available for any amount of time desired for consultation and assistance.

**Condition Assessment:**

WithersRavenel uses many different strategies to complete condition assessments. The strategy we use largely depends on the types of challenges facing the Utility. These activities may include flow monitoring, smoke testing, CCTV for sanitary sewer lines, SUE investigations for water lines, pump station evaluations, treatment plant evaluations, water audits and hydraulic modeling.

**Hydraulic Modeling:**

WithersRavenel has an experienced team of modeling experts that can assist clients in assessing the water distribution and sewer collection systems.

Water system hydraulic model development follows a two-step process: 1) Establishing physical characteristics and 2) Defining operational conditions and parameters. Simultaneous to performing the first objective, we will establish the full asset inventory of all the components of water system that impact the conveyance and connectivity of these utilities. Then, operational data collection occurs for all assets with time-based parameters—a process that relies on incorporating feedback from all levels of the client's operations and engineering staff. In addition to any parameters which can be collected from SCADA/PLC, such as tank levels or pump flows, it is critical to understand valve settings, historical component breaks, flushing procedures, and any anecdotal information that may contribute to understanding system conditions and behavior. The available data is then gathered from the client and audited to determine the data gaps and formatted for entry into the model.

Hydraulic model simulation falls into two categories—prescriptive and predictive. Prescriptive is reproducing known conditions, over a specific period, to the most accurate extent possible such that remaining sources of uncertainty can be pinpointed and adjusted. Successful model calibration is contingent on the proper development of a prescriptive model. The calibration result is known as a hydraulic characterization and represents existing system conditions. This calibrated model becomes the launching point for all future work and scenarios. Once a model is calibrated, a predictive model will be developed to understand "What if?" situations.

A predictive model contains multiple scenarios to understand hypothetical existing and future conditions. Model scenarios are then created from the calibrated model based on the client's goals and requirements. Capacity analysis will be conducted to evaluate the ability to meet the "current" and "future" demands and loads.

WithersRavenel can evaluate existing water system and assess hydraulics in context of system pressures, predicted pump flows, predicted tank operational ranges, predicted fireflow availability, calculated and modeling non-revenue water and predicted water age.

**PRODUCTS OFFERED**

WithersRavenel will offer the following product to clients that participate in Sourcewell contracts. This product can be chosen by the client on a per-contract basis:

**LiftCommand:**

LiftCommand by WithersRavenel is a web-based tool that simplifies sanitary sewer system management. Specifically designed for lift station managers, sewer system operators, and utilities directors, LiftCommand gives you next-level insight into your sanitary sewer system's design capacity versus actual flows, verifies permit compliance, and allows you to plan for sustainable growth.

Through LiftCommand, communities can review design capacity versus actual flow for both lift stations and wastewater treatment plants, verify permit compliance, and plan for new development. The tool shows the impact of proposed projects on the sanitary sewer system—not just at the nearest lift station or treatment plant, but along the entire flow pathway.

		<p>LiftCommand can track phased or incomplete development and adjust its calculations accordingly, whereas older methods usually rely on binary, all-or-nothing functions.</p> <p><b>SCHEDULE OF ACTIVITIES</b> WithersRavenel produces customized work plans for each project. Projects are broken into phases, tasks are identified for each phase, and appropriate milestones are incorporated. Task durations are estimated, and the relationships between tasks are established within the schedule. Resource and cost budgets are created, monitored, and adjusted as necessary. The project team meets regularly to follow-up on individual assignments and project progress. During these meetings, we prioritize and schedule tasks for the weeks and months ahead. Associated support staff provide updates on their work on each project and task, which allows the Project Managers to assess project progress and delegate upcoming tasks.</p>	
67	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>• Utility Data Acquisition</li> <li>• Utilities Inventory Services</li> <li>• Lifecycle Modeling</li> <li>• Asset Management Services</li> <li>• Subsurface Utility Engineering</li> <li>• Hydraulic Modeling</li> <li>• System Mapping</li> <li>• Geomatics</li> <li>• GIS Services</li> </ul>	*
68	Describe the roles Software, AI, and Predictive Modeling have in regard to Water Line Inventory and Management Systems you are offering.	One of the critical first steps is the identification of the material types for each service location for the EPA's Lead and Copper Rule Revisions requirements to prepare and maintain an inventory of service line materials by October 16, 2024. This identification process can occur in a Microsoft Excel Template approved by the EPA. Additionally, the collected information can become part of an entity's GIS data through known geographic locations of service lines and a database schema developed by Esri. Once the material is known, this information can be fed into a computerized maintenance management system (CMMS) and asset management systems to identify the work that needs to be done and determine the costs associated with the work through lifecycle modeling software.	*
69	Describe mapping and other methods of presenting accumulated Water Service Line data both internally and externally (to the public).	WithersRavenel leverages Esri's GIS software to track service line inventory. Our experts use a data schema developed by Esri for service line inventory. WithersRavenel will provide clients with an Esri File Geodatabase as a part of our data deliverables. Additionally, we can host this data online during a project, or preferably, it can be established on the organization's ArcGIS Online Account provided proper access is granted. Through Esri's software suite, our experts can create visualizations to include and integrate with Web Maps, Web Apps, Story Maps, Insights, or Microsoft's Power BI.	*
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.	Esri's GIS software is used to track service line inventory. Our experts use a data schema developed by Esri for service line inventory. We also can host this data during a project or set it up on the organization's ArcGIS Online Account. We also can create visualizations through ESRI's Suite software or with Microsoft's PowerBI Software.	*
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?	WithersRavenel does not currently offer sampling kits.	*
72	Describe what is being offered in detail specifically related to Water Service Line replacement implementation including ongoing or updated data tracking.	<p>WithersRavenel offers an array of tasks regarding Water Service Line replacement implementation and data tracking. Each task is represented in our proposed pricing model:</p> <p><b>Task 1 - Project Management Services:</b> A. Project Management Services will follow best practices to meet objectives, quality standards, schedule, and budget.</p> <p>B. WithersRavenel will conduct a kickoff meeting with Client staff to review the project scope and to discuss existing and historical data and current data management practices and the understanding and historical compliance with EPA and State regulations and requirements.</p> <p>C. For the estimated project duration, the WithersRavenel will also provide the following services as part of this task:</p> <ol style="list-style-type: none"> <li>1. Kick-Off Meeting</li> <li>2. Reoccurring updates to Client staff regarding project progress</li> <li>3. Administer the project internally.</li> <li>4. Manage project processes, communication, and resources.</li> </ol> <p>PHASE I, GENERAL LEAD SERVICE LEAN INVENTORY PROJECT</p>	

## REQUIREMENTS AND GUIDELINES:

## Task 2 - Lead Service Line Inventory (LSLI) Methodology Approval Process:

A. The Lead Service Line Inventory (LSLI) is a Federal EPA requirement. All work will follow all current US-EPA requirements, regulations, and guidance.

B. WithersRavenel, sub-consultants, and contractors will be procured following all applicable Federal and State procurement of Professional Services and Contracting requirements.

C. All procedures, analytical methods, software, tools, and reporting procedures will be reviewed and approved by regulatory and funding agencies as required.

D. All communications and reporting in print, online, over the phone, text, in person with the public, water system customers, vendors, suppliers, contractors, and utility staff will follow and reference EPA and State regulations and requirements. All communications will include a name, phone number, and email address for anyone to contact if they have any questions or comments.

## Task 3 - LSLI Initial Data Gathering:

A. Existing and historical water distribution system and service line data will be acquired, reviewed, digitized, and refined through verification and validation by WithersRavenel for use in preparation of the initial Inventory.

B. All available data sources and requirements listed in the EPA and State guidance will be included and will become a permanent part of the LSLI documentation. Data sources will include if available, but are not limited to the following:

1. Construction date, Building permits, plumbing renovations/permits.
2. As-built utility drawings and dates.
3. Water Service Tap cards.
4. Institutional and historical information.
5. Lead Sampling data.

C. Data collected by and submitted by property owners, customers, and the public will be accepted, recorded, and verified as required in the regulations. This data will become a permanent part of the LSLI documentation.

## Task 4 - Initial LSLI Desktop Work:

A. Initial data analysis, Set-up software, upload data, prepare the initial LSLI maps, addresses, and service line materials of both the public and private side of the service lines.

B. Review the maps, dashboard, data, and develop a strategy to document and reduce the number of unknowns.

C. Implement the first steps of communication and desktop strategies to reduce the number of unknowns. Notify the staff, public, customers, and property owners of potential lead and unknown service lines.

D. Prioritize locations for initial field verification of service lines.

E. Write, review, and obtain approval of SOP to communicate and plan for field verification work.

F. Hold monthly or regular progress meetings to review the Initial Inventory, the data, maps, the number of Unknowns, communications, and procedures to:

1. Submit the Initial Inventory to the State
2. Post the Initial Inventory for the Public to see.
3. Revise procedures and communications as needed.
4. Review EPA and State guidance and revise budgets and plans as needed.
5. Submit the initial LSLI in the approved format.
6. Post the initial LSLI for public access per the EPA and State Guidance.

WithersRavenel will prepare the following documents to be submitted to the appropriate regulatory agency for review. Before submission, we will provide the Client with a copy of each document for review and approval.

1. GIS mapping of distribution system denoting sampling pool site locations
2. Lead and Copper Sampling Pool Siting Plan - Site Selection Process form
3. Lead and Copper Sampling Pool - Details spreadsheet
4. Construction Materials Report

## Task 5 – Targeted LSLI Field Work:

A. The targeted locations for Field Verification will be chosen from the entire water system service system per current EPA and State procedures, WithersRavenel assumes that 15% of unknown or known connections will have field work performed.

		<p>Field Verifications will be selected based on published and approved technical methods approved by the EPA.</p> <p>B. Field Verifications will be recorded on the field logs, LSLI maps and geo-database. All data collected and recorded will be permanently documented and archived per EPA guidance.</p> <p>C. Initial data analysis, Set-up software, upload data, prepare the LSLI maps, addresses, and service line materials of both the public and private side of the service lines.</p> <p>D. WithersRavenel will develop a flexible, practical, and cost-effective field validation plan for identifying unknown water service line materials:          1. Identification of the water service line materials on both the public side and the private side of the water meters is required.          2. Options and methods to identify the water service line materials will be discussed with the Client.          3. Options and methods for identifying the water service line material on the private side of the water meter and on private property at or near the building shut-off valve will be coordinated with the utility and the property owner and resident.          4. The targeted locations for Field Verification will be chosen from the LSLI maps, geo-database, and review of all data collected and verified to date.</p> <p>E. Field work to identify and minimize the number and location of unknown service lines will also incorporate Lead Sampling data as outlined in EPA guidance for Tier 1, Tier 2, and Tier 3 sites.</p> <p>Task 6 - Public Notification Assistance:          A. On the Owner's behalf, WithersRavenel will prepare and distribute notices of sampling results to customers at locations that were sampled for lead. For this scope of work, it is assumed that notices will be prepared and sent out twice, over a period of one (1) year.</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>WithersRavenel is dedicated to advancing client outcomes through innovative products and solutions. Our Innovation department is focused on conceiving, developing, and implementing new offerings aligned with our services. While we don't anticipate introducing new products or services during this contract, we remain committed to enhancing LiftCommand—a web-based tool streamlining sanitary sewer system management. This ongoing development aims to better serve lift station managers, sewer system operators, and utilities directors.</p> <p>In the event of new services or products emerging during the contract period, we will update terms accordingly. We are prepared to collaborate with clients to identify optimal solutions for Water Service Line Inventory and Management Systems with Related Services.</p>

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

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

Line Item	Category or Type	Offered *	Comments
-----------	------------------	-----------	----------

74	Internal education and training of participating entity staff.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Understanding how to use our products and deliverables is as important as choosing the right hardware, software, and license. WithersRavenel customizes all training to the client based on needs, abilities, and workflows. We walk client staff through processes step by step and instruct them on industry best practices, enabling them to be more efficient in what they do every day. We also provide customized documents that reflect the training sessions, so that staff have the confidence to apply what they learned and the resources to back them up.</p> <p>Beyond the classroom, WithersRavenel offers remote support through Web-based meetings for regular tasks, and on-call support by email, phone, or text for urgent or unexpected needs. In this way, we provide our clients with peace of mind that they can access expertise outside their current staff when and how they need it.</p>
75	Technical assistance.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>WithersRavenel provides comprehensive technical assistance and training to our clients and their staff. Recognizing the challenges associated with Water Service Line and Related Management Systems, we position ourselves as an integrated support team throughout the project duration. Our commitment is to ensure our clients and their systems are well-prepared for sustained success. Regular updates and proactive communication are integral to our approach, addressing any issues promptly. Our implementation specialists collaborate closely with clients on tools like lifecycle models, guiding data input. We offer tailored training and resources to empower clients in utilizing our services, products, and tools effectively.</p>
76	Preparation and development of water service line inventory for both public and private side of lines such as records review, digitization, predictive modeling, verification, mapping, management and provisioning of sampling kits, and training on the usage of inventory systems and sampling kits.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>WithersRavenel has many years of experience with more than 40 projects for inventorying utility systems. We take great care to analyze the existing data, including GIS databases, as-built records, drawings, and other available documents to determine data gaps. We scan and digitize drawings and link them to the GIS records. These scan documents are then scan-linked to the utility system GIS network. Based on the gap identified in the data, our field crews go out to the field to collect the necessary information to map the system. In addition to mapping of the pipe assets, our field crews survey individual assets like water system appurtenances such as meters and valves to properly map the system connections. We open the meter boxes, capture the meter ID, and photograph the meters to help inventory the systems meters. By having the meter locations a utility organization can know where the lateral connections are. We take meticulous care to ensure digital map</p>



of the system is an accurate representation of what is in the ground. Once all data is collected we take the data and imported into ArcGIS online. At this point we create system mapbooks and provide them to the utility organization for backchecking. We receive corrections from the utility organization and update the GIS maps to reflect them.

We combine the system maps with the available property data, such as build date, to determine which properties are likely to have a lead service line. This helps hone in the field effort to prioritize and tactically survey the most likely instances of non compliance. We know field investigation is expensive and we strive to focus the limited resources to the highest priority areas. Additionally, for asset management purposes, we generate a condition based on the age of the assets. This condition rating can be used to determine which assets are a closer to End of Life and can be utilized to make data driven decisions about the Capital Reinvestment. We also work with the Utility Organization to develop a risk based approach to decision making. To this end we use the available data points to approximate the Likelihood of Failure (LoF) and Consequence of Failure (CoF). By knowing how likely an asset is to fail and knowing the potential consequences of such a failure we determine the business risk each asset poses for the organization and guide limited funding to the highest risk assets.

Additionally, WithersRavenel's Lifecycle Planning Managed Services helps communities break the cycle of underfunding infrastructure investments by showing them when and where infrastructure is likely to fail and then developing a roadmap that aims to stop these failures before they happen through detailed data predictive modeling and management.

Our predictive models work with many types of infrastructure areas including water, sewer, stormwater, pavement, and facilities. WithersRavenel can generate impact projections that depict asset conditions anywhere from 1 year to 100 years. Additionally, our lifecycle models can provide clients with multiple scenarios and what-if analyses to ensure better-informed decision-making.

WithersRavenel provides the following through its predictive modeling:

- Model creation and implementation for clients.
- Data inputting and integration with models.
- All-in-one expertise; GIS, Funding, Civil Engineering, Technology, Asset Management, and Local Government.
- Managed services, multiple software

77	Underground inspection and replacement planning.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>options for clients, and proprietary dashboards.</p> <p>WithersRavenel believes that a reliable inventory of potable water service line materials is important for service line replacement planning, effective asset management, and notification of citizens served by lead service lines. Reliability and completeness of service line records can vary both across and within water supplies; therefore, municipalities must take steps to verify service line materials and records. Municipalities are not expected to physically verify every service line, but rather a statistically sound subset. To effectively evaluate the accuracy of service line records and/or predict service line materials, a representative, uniformly random number of service lines must be physically verified.</p> <p>Our experts have a wealth of experience in performing the initial data management and record research to compile a list of service lines that are considered to be "unknown" according to the Lead Service Line Inventory/Lead Service Line Replacement (LSLI/LSLR). Services that are classified as unknowns will need to be physically verified in the field by vacuum excavation or hand-digging methods.</p> <p>WithersRavenel has a comprehensive Geomatics department with subsurface utility engineering (SUE) services, capable of satisfying a variety of services, including underground inspection, on behalf of a client's request. The systematic identification of service lines, both public and private, throughout the Client's service areas, will assist in developing an inventory of all service lines that need to be replaced.</p> <p>Project Planning: WithersRavenel's will meet with the client to determine the project scope and expectations for each project. During this meeting, WithersRavenel will assess the current status of each potential project, as it pertains to the LSLI/LSLR, and will provide insight as to what steps need to be taken in order to become compliant. Some projects may need to start with Data Management whereas others will be specific to the physical identification of water services, both public and private. The initial Data Management process will be utilized to classify the number of overall "unknown" services throughout a given municipality. It is assumed that at least 20% of the client's unknown services will need to be physically identified.</p> <p>Field Surveys: WithersRavenel will utilize electromagnetic (EM) equipment to verify the existence of conductive</p>
----	--	--	---

			<p>service lines before exposing and verifying the material types of each unknown service line. If the service lines are not conducive, we can conclude that the service line is not Copper, Galvanized Steel, or Lead. Vacuum excavation and/or hand-digging methods will be utilized to expose the target service line for visual inspection. Crews will proceed to perform a scratch test and magnet test to assist in accurately identifying the service material. Physical identifications will be documented within GIS Software at the time of field verification and updated in real-time to the overall database. All verified information can then be circulated back into the Data Management process and a plan put into place for service line replacement.</p> <p>Project Updates &amp; Deliverables: WithersRavenel will provide status reports to the client on an agreed-upon schedule. Each report will provide information related to work in each target area, actual versus planned schedule, resolution of identified problems, and a forecast of prospective problems. WithersRavenel will communicate daily with survey crew chiefs to go over the planned work activities and to help head off potential problems before they occur.</p>
78	<p>Ingestion databases and reporting, such as software for regulatory oversight and management of submissions.</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>WithersRavenel's process revolves around ensuring seamless data management, compliance, and efficient submission processes for regulatory oversight.</p> <p>To achieve this, the initial phase involves meticulous database design and development. WithersRavenel works closely with regulatory experts and stakeholders to understand the specific requirements, compliance standards, and data types that need to be ingested and managed. This phase often includes:</p> <ol style="list-style-type: none"> <li>1. Requirement Analysis: Understanding the regulatory landscape and the specific data elements crucial for compliance. This involves collaboration with compliance officers, legal experts, and regulatory bodies to ensure accuracy and completeness.</li> <li>2. Database Architecture Design: Creating a robust database architecture capable of handling diverse data formats, ensuring scalability, security, and efficient data ingestion methods. This might involve the use of relational databases, NoSQL databases, or a hybrid approach, depending on the data complexity and regulatory needs.</li> <li>3. Software Selection and Integration: Identifying or developing specialized software tools tailored for regulatory oversight and submission</li> </ol>

			<p>management. Integration of these tools within the database system to facilitate smooth data ingestion, validation, and reporting.</p> <p>4. Data Ingestion Mechanisms: Establishing secure and automated methods for data ingestion, ensuring data integrity and consistency. Implementing data pipelines or ETL (Extract, Transform, Load) processes to acquire, process, and store data efficiently.</p> <p>Once the database infrastructure is in place, the focus shifts to reporting and submission management:</p> <p>5. Reporting Framework Development: Designing reporting frameworks to extract relevant insights and generate compliance reports as per regulatory requirements. This involves creating predefined templates, dashboards, and scheduled reporting mechanisms for stakeholders and regulatory authorities.</p> <p>6. Submission Management Systems: Developing systems or utilizing existing platforms to manage and track regulatory submissions. Ensuring timely and accurate submission of required data or documentation to regulatory bodies, often incorporating validation checks to minimize errors.</p> <p>Throughout this process, continuous monitoring, maintenance, and optimization of the database and reporting systems are crucial. Regular audits and updates are performed to align with evolving regulatory standards and technological advancements.</p> <p>Additionally, collaboration with cross-functional teams, ongoing training, and support for end-users ensures the effective utilization of these systems for compliance and reporting purposes.</p> <p>In summary, providing ingestion databases and reporting for regulatory oversight involves a comprehensive approach to database design, software integration, and submission management, all aimed at ensuring adherence to regulations and facilitating streamlined reporting processes.</p>
79	Communication and education for communities, such as programmatic outreach, educational materials and, promotional materials.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our process for community outreach is highly inclusive and involves engaging a wide cross-section of stakeholders. We embrace and foster processes that are highly interactive, allowing the community to get involved in the vision, goals, and objectives that drive the future and development of their wishes into a reality. The following are tools and methodologies we use to cultivate discussion with a community and engage and encourage feedback and participation:</p> <p>Stakeholder Interviews or Focus Groups– These specialized or small</p>

group gatherings bring people together who share similar interests, knowledge, or history. To assist our team in understanding the local conditions and perceptions, it is our intent to identify key stakeholders with an interest in the success of the community. It will be important to meet with these individuals and groups early on to ensure their interests in the project and plan are captured.

Steering Committee/Community Ambassadors– At the core of our process is the ability to become advocates for the greater good, build consensus and collaborate with all stakeholders from all facets of the community. We see the creation of a project Steering Committee, made up of key stakeholders from the community, as essential. This Committee can provide direction for the planning efforts, assist in the development of the specific Public Engagement Plan (PEP), and ultimately serve as ambassadors to the community by helping the project team reach as many unique segments of the population as possible. Additionally, project feedback can be provided directly to these ambassadors, offering our team a candid flow of project feedback.

Meeting in a Box– “Meeting in a box” is an engagement technique where we share all the necessary resources and materials needed to host a meeting. We would make these kits available to any small interest or community group that would be inclined in hosting their own workshop to gather feedback and facilitate a discussion related to the projects. We aim to empower our community partners through engagement tools like “meeting in a box” to take hold of this process and have an active role in the creation of their future environment.

Surveys– We shall create an easily accessible online and print survey, in both English and Spanish, to gather feedback, perspective, and ideas. Surveys are most effective for gathering specific information about a project, gauging the reaction of an idea or illustration, and determining whether a need exists. We will ensure that survey questions are clear so that responses can be collected and analyzed without issue. Written questions as well as graphics and illustrations will be used to poll preferences. The results of the survey will indicate the direction stakeholders desire, gauged by their preferences and responses. The responses will be analyzed to identify trends, strengths, and weaknesses. The survey will be posted on the client's websites, as well as advertised through social media and provided at community workshops.

Public Workshops/Open Houses– Public workshops or open houses are in-person meetings where residents can meet face-to-face with the client's staff, as well as the consultants, to review materials, provide perspective, and ask questions. These would be held at prominent, accessible locations in the community, as well as at public events, such as festivals or markets. The intent of holding workshops is to provide opportunities for two-way interaction with the public, educating them about the proposed rehabilitation of the building and neighborhood plan, understanding their concerns and obtaining input. Logistically, we would conduct these meetings during a variety of time periods on different days of the week to ensure that there are ample opportunities around varying work schedules and age groups. We would also find opportunities to include some visioning or hands-on exercises to engage participants. All materials, graphics, illustrations, and PowerPoint presentations will be designed for all ages and education levels. Maps and visuals will be heavily utilized to explain the planning process and project elements. At the conclusion of each workshop, a summary of comments will be prepared and submitted to the Client and if the presentation was recorded, it will also be shared out via the Client website and social media accounts.

Social Media– Social media includes online websites and applications that enable users to create and share content and participate in social networking. There are many ways to communicate with residents and we have experts in our marketing group specialized in promoting our engagement efforts on social media. The use of social media is a must to connect with people in real time. We partner with clients to utilize their websites, social media sites, such as Facebook or Twitter, to share information, survey links, project videos, news releases, and meeting notices. We will help create posts prior to each engagement event to be shared out. When using these resources, it is important to post often and to track engagement through the views, likes, and shares posts received on social media.

Project Website– We encourage the use of a project website, hosted by the Client or another stakeholder entity, that will keep people apprised of the progress and allow for further interaction. A timeline of events should be provided to keep all constituents and site visitors aware of the project status to date. The website will be a primary means for the public to obtain current information, with opportunities to comment and have access to

			<p>online surveys. Videos or summaries of previous engagement sessions will be employed for individuals to stay involved. A solid website presence will be critical to reaching members of the community who have not yet been engaged and to ensure that those who may still be wary of in-person meetings have an opportunity to be informed and heard.</p> <p>Regardless of the engagement methodology used by the project team, we insist on fulfilling two major objectives in all of our efforts: equitability and accessibility.</p> <p>Equitable Engagement – To our project team, equitable engagement is essential. We strive to use planning techniques that remove barriers to public engagement and to meet people where they are. Historically, the planning process has not been inclusive of all groups and as a result, minorities and people of color have been marginalized and excluded from having a voice. We aim to provide engagement opportunities that tap into the community's existing framework and provide the ability to reach all members. Whether that be short presentations or simply a presence at special community or organization events, tabling at local markets, bake sales, festivals, and community meeting places, or partnering with local organizations and institutions, we aim to bring the ideas and message to all members of the community. To be equitable in our approach we hope to provide opportunity and enable dialog to those who previously may not have been given a voice.</p> <p>Accessibility – Accessibility is the quality of being able to be reached and/or easily understood. We aim to make sure meeting locations are ADA compliant, centrally located, near public transportation, if available. We also consider the size of the building/room used to be sure there is enough space to allow for social distancing and wheelchairs or strollers to navigate the room. We encourage parents to bring their children because we understand finding childcare is not always possible. We have team members in house who can provide Spanish language translation services whether in person or through written materials. Lastly, when creating written materials and presentations, we consider font size and colors for those that may have visual imparities as well as using a more graphic approach to ensure that even a child can understand the process occurring around them.</p>
--	--	--	--

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

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

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as 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](#) - WithersRavenel\_Water Line Service Inventory Pricing Model Workbook.xlsx - Wednesday January 24, 2024 17:18:25
  - Financial Strength and Stability (optional)
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Exhibit I\_Standard Terms and Conditions\_eff2020-09-14 (1).pdf - Tuesday January 16, 2024 18:47:16



## 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. - Eddie Staley, Chief Experience and Innovation Officer, WithersRavenel, 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
<b>Addendum_2_Water_Service_Line_Inventory_RFP_012524</b> Thu January 18 2024 09:23 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_1_Water_Service_Line_Inventory_RFP_012524</b> Thu January 11 2024 11:30 AM	<input checked="" type="checkbox"/>	1