

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TruePani Inc., 9041 Executive Park Dr., #125, Knoxville, TN 37923 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

TruePani Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/12/2024 | 9:54 AM CDT

DocuSigned by:
Shannon Evanchec
By: CFD98E7228D6406...
Shannon Evanchec
Title: CEO
Date: 4/12/2024 | 7:50 AM PDT

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

Vendor Details

Company Name: TruePani Inc.
Address: 9041 Executive Park Drive
#125
Knoxville, TN 37932
Contact: Shannon Evanchec
Email: shannon@truepani.com
Phone: 724-584-7192
HST#: 81-2958944

Submission Details

Created On: Friday January 19, 2024 15:50:21
Submitted On: Thursday January 25, 2024 15:08:35
Submitted By: Shannon Evanchec
Email: shannon@truepani.com
Transaction #: cbd52c84-b3e1-45a4-a9c4-86c6b227deaf
Submitter's IP Address: 73.121.151.133

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")	TruePani Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 8RUT8 UEI: XTKMT1M3TEU8
5	Proposer Physical Address:	9041 Executive Park Dr #125 Knoxville, TN 37923
6	Proposer website address (or addresses):	www.truepani.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shannon Evanchec, CEO 9041 Executive Park Drive #125 Knoxville, TN 37923 shannon@truepani.com (865) 346-6737
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shannon Evanchec, CEO 9041 Executive Park Drive #125 Knoxville, TN 37923 shannon@truepani.com (865) 346-6737
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Samantha Becker, CTO 9041 Executive Park Drive #125 Knoxville, TN 37923 sam@truepani.com (865) 346-6737

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<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>Firm History</p> <p>TRUEPANI Inc. ("TruePani"), a Delaware corporation, established in 2016, is an engineering, consulting, data management and communications firm specialized in lead in drinking water. TruePani has worked with utilities, municipalities, water systems, state and local governments, K-12 customers, and private sector clients across 19 states. TruePani has a nationwide network of experts with Lead and Copper Rule Revision (LCRR) experience to support the project. Professional staff including inventory technicians, data specialists, engineers, project managers are available to assist on this project. All professional staff have previous experience building service line inventories and working on lead in drinking water projects.</p> <p>TruePani is currently providing statewide LCRR technical assistance, communications, water service line inventory development, and replacement planning services to over 800 water systems achieving LCRR compliance in Minnesota, California, Georgia, South Carolina, Iowa, North Carolina, Tennessee, Arizona, Virginia, Texas, West Virginia, Pennsylvania, and Vermont.</p> <p>TruePani is 100% female owned and is Disadvantaged Business Enterprise (DBE) certified (NAICS code 541620 Environmental Consulting Services / NIGP 91843) through state transportation and/or environmental agencies.</p> <p>Core Values</p> <p>TruePani's core values are customer satisfaction, industry knowledge, agility, and innovation.</p> <p>A commitment to client satisfaction, the highest quality work, transparency, and timely deliverables are at the center of all TruePani projects. Our core values of industry knowledge, agility, and innovation are particularly important to assist water systems working on LCRR and LCRI projects, as these new and rapidly changing regulations increase project complexity.</p> <p>Business Philosophy</p> <p>TruePani's business philosophy is to be the best contractor that our customers have ever worked with, exceeding expectations by offering hands on support while leveraging modern tools.</p> <p>Industry Longevity</p> <p>TruePani began working projects related to the Lead and Copper Rule Revisions and Lead and Copper Rule Improvements in 2016, four years before the U.S. Environmental Protection Agency (EPA) finalized the first major update to the Lead and Copper Rule (LCR) in nearly 30 years, known as the Lead and Copper Rule Revisions (LCRR). TruePani begin working with K-12 clients and small municipalities and the project portfolio quickly grew to include statewide agency contracts.</p> <p>TruePani also demonstrates commitment to industry longevity as an active member of many industry organizations (including the AWWA Lead in Drinking Water, Lead in Schools and Child Care Programs, and Distribution System Subcommittees) and has been invited to present on LCRR and inventory development nationwide, including the EPA National Stakeholder Roundtable for the LCRR.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>TruePani staff have immediate ability to work on projects that would result from the award of this proposal. Upon notice of award, TruePani would begin notifying existing contacts and participating agencies and about the existence of the supplier contract through Sourcewell.</p> <p>TruePani recognizes that promotion to Sourcewell participating agencies would be needed in order to educate municipalities, state agencies, and K-12 clients about the existence of the supplier contact and the suite of services and products available. Given that the initial water service line inventory is due October 2024, it is important to expedite outreach to customers that may be in need of assistance.</p> <p>TruePani has a team of dedicated staff members that are responsible for interfacing with potential clients, exploring new opportunities, and facilitating direct quotes to interested parties.</p>

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	TruePani maintains positive financial strength and stability. Financial statements, include the firm's most recent income statement and credit rating, are uploaded to the supporting documents section of this response. TruePani retains the professional services of Clifton Larson and Allen LLP for certified professional accounting and financial management services.	*
13	What is your US market share for the solutions that you are proposing?	20%	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A. TruePani does not operate in Canada. The scope of services in this RFP do not relate to a Canadian market as the service line inventory is driven from the United States Environmental Protection Agency regulations.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	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. 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? 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?	TruePani is best described as a service provider (e.g., engineering, consulting). TruePani is an environmental consulting, engineering, data management, and communications firm with a focus on projects addressing lead in drinking water. TruePani provides services to fulfill areas of scope sections A to F and also offers related equipment and accessories such as assembling and distributing products such as drinking water sample kits and pitcher filters used and sometimes required for lead in drinking water programs, LCRR and LCRI compliance. TruePani's sales and service force typically secures new work through competitive procurement processes, such as RFPs or ITBs. TruePani's work typically is awarded in response to RFPs where technical approach is heavily weighted in the evaluation criteria. The individuals that deliver products and services are TruePani employees. TruePani has several dedicated staff members that are responsible for interfacing with potential clients, exploring new opportunities, and facilitating direct quotes to interested parties. As it relates to distributing sample kits and pitcher filters, TruePani has written authorization from manufacturers such as Brita® to distribute products. TruePani also maintains a nationwide laboratory network that can be used to analyze drinking water samples for lead to the extent needed as part of providing technical assistance and LCRR/LCRI consulting services.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	No licenses (outside of local and state business licenses) or certifications are required to be held by TruePani for the type of environmental consulting and data management work performed. Any laboratory subcontractors used for lead in drinking water analysis must have NELAC accreditation for the state in which the samples are collected and process samples via EPA method 200.8. Pitcher filters that TruePani can offer that are related equipment ancillary to lead service line replacement planning must be certified to NSF or ANSI standards 53 and 42.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or debarment information applies to TruePani.	*

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	<p>Over the past five years TruePani has received awards including:</p> <ul style="list-style-type: none"> • Winner in the Lead Service Line Inventory Category of the EPIC Water Data Prize • Named as an Atlanta Innovation 50 on Fire Company • Named as the recipient of the Dean's Impact Award for companies founded by Georgia Tech alumni <p>Over the past five years TruePani has received industry recognition for work related to the scope of services outlined in the RFP including:</p> <ul style="list-style-type: none"> • Work featured on panel discussions at AWWA and ASDWA events • Presentations conducted at industry events nationwide • 12 technical assistance workshops held for over 300 water systems detailing requirements under the Lead and Copper Rule Revisions
20	What percentage of your sales are to the governmental sector in the past three years	82%
21	What percentage of your sales are to the education sector in the past three years	18%
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?	<p>Client Name: Texas Commission on Environmental Quality Project Title: Lead Testing in School and Child Care Program Contract Total: \$7,000,000</p> <p>Client Name: Vermont Department of Environmental Conservation Project Title: Service Line Inventory Development Contract Total: \$7,000,000</p> <p>Client Name: Arizona Department of Environmental Quality Project Title: Lead Service Line Identification and Inventory Services Contract Total: \$881,850</p> <p>Client Name: South Carolina Department of Health and Environmental Control Project Title: Lead Service Line (LSL) Inventories Contract Total: \$650,000</p> <p>Client Name: New Hampshire Department of Environmental Services Project Title: Services related to the lead in school and child care facilities drinking water testing program Contract Total: \$569,607</p> <p>Client Name: Nevada Division of Environmental Protection Project Title: Lead Testing and Remediation for Child Care Facilities Contract Total: \$393,000</p> <p>Client Name: Virginia Department of Health Office of Drinking Water Project Title: Lead and Copper Rule Technical Assistance to Waterworks Contract Total: \$196,280</p>
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 Huntington Park	Ricardo Barba	323.587.5969 ext. 1
Brownsville Public Utilities Board	Ramiro Capistran Jr.	956-983-6511
City of Saint Paul	Matt Dalrymple	651-266-6887

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 *
Texas Commission on Environmental Quality	Government	Texas - TX	TruePani manages the Lead Testing in School and Child Care Program for the state of Texas. Services include internal education and training participating entity staff, technical assistance, fulfillment of water sample kits, ingestion databases and reporting, and communications and education for communities related to lead in drinking water including programmatic outreach, educational materials, and promotional materials.	\$7,000,000	\$7,000,000
Vermont Department of Environmental Conservation	Government	Vermont - VT	TruePani works with municipalities and public water systems through this statewide contract. TruePani provides internal education and training of participating entity staff, technical assistance, and preparation and development of water service line inventory for both public and private sides of the line including records review, digitization, and verification. TruePani also completes underground inspection and replacement planning for the participating entities.	\$7,000,000	\$7,000,000
West Virginia Department of Environmental Conservation	Government	West Virginia - WV	TruePani is a subcontractor on this project to Global Environmental Consulting (GEC) who is under contract with WV DEP. TruePani is providing communications and education for communities including educational and promotional materials through this contract for the preparation and development of water service line inventories both public and private side of service lines. TruePani is also providing technical assistance and related equipment and accessories and services including sample kits and pitcher filters.	\$3,281,100	\$3,281,100
Arizona Department of Environmental Quality	Government	Arizona - AZ	TruePani works with municipalities and public water systems through this statewide contract. TruePani provides internal education and training of participating entity staff, technical assistance, and preparation and development of water service line inventory for both public and private sides of the line including records review, digitization, statistical modeling, and verification.	\$881,850	\$881,850

South Carolina Department of Health and Environmental Control	Government	South Carolina - SC	TruePani works with municipalities and public water systems through this statewide contract. TruePani provides internal education and training of participating entity staff, technical assistance, and preparation and development of water service line inventory for both public and private sides of the line including records review, digitization, statistical modeling, and verification.	\$650,000	\$650,000
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Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	TruePani typically responds to procurement opportunities as the primary source of new work, however we do have several dedicated staff members that are responsible for interfacing with potential clients, exploring new opportunities, and facilitating direct quotes to interested parties.
27	Dealer network or other distribution methods.	N/A.
28	Service force.	TruePani has thirteen full time employees that are skilled in the scope of services outlined in the RFP. TruePani also has a vast network of independent contractors that support the work in various capacities, including records review, digitization, field inspections, and sample kit fulfillment.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Clients place orders through TruePani, who then facilitates the fulfillment and delivery of sample kits and pitcher filters to customer homes. TruePani maintains a fulfillment center in Knoxville, TN where pitcher and sample kit inventory is stored and managed. TruePani maintains relationships with suppliers and restocks materials, as needed.
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.	For project management, TruePani assigns a dedicated project manager that is the main point of contact for clients, accessible by phone and email during regular business hours. For project management, TruePani assigns a dedicated project manager that is the main point of contact for clients, accessible by phone and email during regular business hours. For communications and fulfillment related work, TruePani will either establish a designated helpline or direct water systems' customers to an existing helpline, both staffed by TruePani individuals. Through the helpline, customers can ask questions, get assistance with sample collection, or report a lost or damaged package.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	TruePani is willing and able to provide products (sample kits and pitcher filters) and services (lead and copper rule compliance assistance, project management, etc.) to Sourcewell participating entities in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TruePani does not operate in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TruePani does not provide services to participating entities in Canada. TruePani provides products and services to all 50 states in the United States.
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?	TruePani has not identified any Sourcewell participating entity sectors that would not be eligible for the products and services offered by TruePani.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For entities in Hawaii, GET tax would be added to the contract total.

Table 7: Marketing Plan

Line Item	Question	Response *
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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>TruePani's strategy includes:</p> <p>Understand Target Audience:</p> <ul style="list-style-type: none"> • Research and understand the needs and challenges of Sourcewell participating agencies. • Identify key decision-makers and influencers within these agencies and compile contact information. <p>Craft a Compelling Value Proposition:</p> <ul style="list-style-type: none"> • Develop communications that clearly articulate the benefits and value of the Water Service Line Inventory Technical Assistance opportunity. Utilize existing materials and language that are available on Sourcewell's website. • Highlight how agencies can benefit from bypassing traditional procurement requirements. <p>Utilize Multiple Channels:</p> <ul style="list-style-type: none"> • Implement a multi-channel approach to reach the target audience. This may include: <ul style="list-style-type: none"> o Email campaigns: Send targeted emails to agency contacts highlighting the benefits and details of the opportunity. o Direct Phone Calls: Conduct phone calls to contacts to learn about their LCRR needs and the availability of the Sourcewell contract. o Webinars: Host informational webinars to provide in-depth insights and answer questions. o Social media: Utilize platforms like LinkedIn and Twitter to share updates and engage with participating agencies. o Sourcewell platform: Leverage the Sourcewell platform and the marketing materials developed by Sourcewell to communicate directly with enrolled agencies. <p>Networking and Partnerships:</p> <ul style="list-style-type: none"> • Build relationships with key stakeholders and influencers within Sourcewell participating agencies. • If possible, collaborate with Sourcewell to amplify TruePani's message. <p>Highlight Incentives:</p> <ul style="list-style-type: none"> • Focus communications on the advantage of bypassing traditional procurement requirements. <p>Track and Measure Success:</p> <ul style="list-style-type: none"> • Implement tracking mechanisms to monitor the success of TruePani's marketing efforts. • Use analytics to understand which channels and messages are most effective. <p>Responsive Customer Support:</p> <ul style="list-style-type: none"> • Ensure responsive customer support to address inquiries promptly. • Provide a clear point of contact for agencies seeking more information. <p>Compliance and Transparency:</p> <ul style="list-style-type: none"> • Clearly communicate compliance details and ensure transparency in the process. • Address any concerns or questions agencies may have regarding the technical assistance opportunity. <p>Feedback and Improvement:</p> <ul style="list-style-type: none"> • Gather feedback from participating agencies to continuously improve marketing strategy. • Adapt the marketing approach based on the response and needs of the agencies.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>TruePani can use the following strategies to leverage technology to enhance marketing effectiveness:</p> <ul style="list-style-type: none"> • Data Analytics: Target Audience behavior and preferences, website traffic and engagement • Social Media Marketing: Reach a broader audience, Measure engagement, track performance • Search Engine Optimization (SEO): Improve visibility in search engine results • Email Marketing Automation: Send personalized and timely emails, deliver targeted content
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?	It is TruePani's understanding that Sourcewell will not be responsible for promoting contracts that arise out of this RFP. TruePani plans on utilizing the list of Sourcewell participating entities to promote the services offered under this contract. In addition, TruePani will promote the Sourcewell contract to non-Sourcewell entities that are interested in TruePani's services as an alternative to going through a procurement process.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, software, or operator and software user training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, ongoing support availability, and any costs that apply.	TruePani offers training to water systems on the LCRR and LCRI requirements through in-person or remote training sessions, creation of training videos, and/or printed instructions and flyers. Trainings are optional and are provided by knowledgeable TruePani staff. Costs for trainings are priced at the hourly rates and printed material costs included in the pricing attachment.
41	Describe any technological advances that your proposed products or services offer.	<p>Pitcher Filters: TruePani has partnered with Brita to offer the best quality product for achieving LCRR compliance. The LCRR requires water systems to provide customers with a pitcher filter and 6 months of filtration after a lead service line replacement or disturbance. Brita's proprietary Elite+ filter is the only filter on the market that is rated to remove lead from up to 120 gallons of water. Other comparable filters only filter 20 to 40 gallons. To provide 6 months of filtration, a water system would have to give each customer either one (1) Brita Elite+ filter OR three (3) to six (6) competitor filters.</p> <p>In addition to the superior filtration volume, the Brita pitcher filter contains a built-in volume meter, which will indicate when 120 gallons of water have passed through the filter. Other pitcher filters on the market simply have a timer that indicates when an approximate amount of time has passed. Because the amount of water used in 6 months changes by household, Brita's volumetric filter allows users to know exactly when their filter needs to be replaced.</p> <p>Sample Kits: TruePani's sample kits are analyzed by NELAC accredited laboratories that provide results in an electronic data deliverable (EDD) format. TruePani has streamlined the EDD process by coordinating with participating labs' LIMS systems and TruePani's data management system. This allows for streamlined reporting of analysis results.</p> <p>Software: TruePani is not a software company, and as such does not offer clients a proprietary software. However, most LCRR projects require managing a large amount of data to successfully implement a LCRR compliance program. As such, TruePani offers a data management service, where client information is organized into a cloud-based database format to assist in all aspects of LCRR compliance. This includes inventory build out, identification of unknowns, school and child care sampling, customer communications, lead service line replacements, and forth-coming LCRI requirements such as validation pool verifications.</p> <p>Services: TruePani offers enhanced data management and efficient data processing to effectively organize and manage the large amounts of data required by a LCRR compliance program. After the initial inventory has been built out, water systems are typically left with 40-60% unknowns, primarily on the private side. When signed off by the State primacy agency, TruePani works with systems to employ Stratified Random Sampling (SRS), which is a simple method of predictive modeling based on Michigan EGLE and California Water Boards guidance. The foundation of SRS relies on using a 95% confidence interval with a +/- 5% margin of error to randomly select locations for physical verifications. This allows a system with, for example, 10,000 unknowns to physically verify only 370 in order to assign a nonlead determination to the whole system. This method saves time, money, and reduces the number of disturbances during the inventory process.</p>
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.	N/A.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A.

44	Describe the capabilities of products and services offered to meet EPA guidelines for funding, reporting, and products such as test kits.	<p>All products and services offered by TruePani are designed to meet EPA guidelines outlined in the Lead and Copper Rule Revisions (LCRR) and will be updated as requirements may change due to the pending Lead and Copper Rule Improvements (LCRI).</p> <p>Products include:</p> <ul style="list-style-type: none"> • School kits (five 250mL samples) • Child care kits (two 250mL samples) • Compliance sample kits (1st and 5th liter) • Compliance sample kits (1st liter only) • Post lead service line replacement sample kits (one 1L sample) • Pitcher Filter for Post LSL Replacement • Pitcher Filter Kit for Disturbance • Printed Communications <p>All sample kits, pitcher filters, and communications are EPA-compliant.</p> <p>Services offered include:</p> <ul style="list-style-type: none"> • Project Management • Data Management • LCRR/LCRI Compliance • Inventory Development • Identification of Unknowns • Lead Service Line Replacement Planning and Coordination • School and Child Care Sampling • Communications 	*
45	Describe how your company will help with navigating any federal, state, or local level funding, credits, or other similar funds.	TruePani can assist clients with finding and applying for relevant funding sources by researching the sources of funding available based on state offerings and disadvantaged community data. Funding sources can be used to assist in service line inventory, identification of unknowns, and lead service line replacements.	*
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.	TruePani is 100% women-owned and Disadvantaged Business Enterprise (DBE) certified. Please see documentation in the document upload section.	*
47	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>TruePani is an environmental engineering and consulting firm that is specialized in lead in drinking water. All projects in TruePani's portfolio are related to lead in drinking water, either around LCRR compliance or school and childcare sampling. As such, all individuals at TruePani are well-versed in the LCRR (and the forthcoming LCRI) and understand the unique considerations associated with lead in drinking water.</p> <p>Several years ago, TruePani recognized the need to couple lead in drinking water projects with specialized communications. Lead in drinking water can be a difficult topic to communicate, as there is much fear associated with talking about the health effects of lead. As such, TruePani has built out a dedicated communications team that provides important public outreach and education perspectives to TruePani's projects</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	N/A	*
49	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	N/A	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	Describe your payment terms and accepted payment methods.	TruePani invoices clients on a monthly schedule and accepts payment through check or ACH. Terms typically range from net 30 to net 90.
51	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
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.	N/A
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	TruePani's pricing model is hourly for services. Customers are provided with a number of hours that TruePani will not exceed prior to starting work. For products, TruePani's pricing is unit price. Discounts may apply with volume for eligible products. For database systems, TruePani charges an annual lump sum fee for hosting the database. Data and project management services are assessed as an hourly rate.
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.	TruePani's hourly staff rates are discounted 10% for this proposal.
56	Describe any quantity or volume discounts or rebate programs that you offer.	There may be volume discounts available for laboratory analysis.
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.	Since lab analysis needs to be conducted by a laboratory that is certified in the state that the sample is analyzed in, lab analysis would be invoiced at cost after an acceptable lab has been found for the customer. Lead analysis costs can range from \$8-\$50+ per sample, depending on the quantity.
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.	N/A.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs are included in the price of the sample kit or pitcher filter, except when shipping to Hawaii, Alaska, or any US territory. For clients in these areas, a shipping surcharge will be added to the cost of the sample kit or pitcher filter, to account for the increased cost of shipping.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	See above for Alaska and Hawaii. TruePani does not provide services outside of the US.
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.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	TruePani will implement processes and programs to verify compliance with the Sourcewell contract. TruePani will provide Sourcewell participating entities with a copy of the pricing sheet submitted as part of this proposal to ensure proper pricing is obtained. TruePani will have multiple accounting team members track and report all sales to Sourcewell each quarter and calculate the administrative fee for additional quality assurance in tracking and reporting sales.
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.	Metrics include: <ul style="list-style-type: none"> Project schedule metrics such as baseline start, finish, actual start, finish, task duration, turnaround time, employee timesheets vs. expected time. Financial metrics such as budget allocated vs. remaining compared to project completion, cost for services performed compared to industry cost data on building water service line inventories. Client satisfaction KPIs recorded through occasional feedback surveys
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	TruePani will pay Sourcewell 1% of sales, calculated based on the monthly amounts invoiced under the Contract. TruePani will provide a summary of monthly invoiced work as documentation for the calculated amount.

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>Technical Assistance:</p> <p>In December 2021, the Environmental Protection Agency (EPA) promulgated the Lead and Copper Rule Revisions (LCRR), the largest and most significant changes to the Rule since its 1991 establishment.</p> <p>The LCRR requires water systems to identify service line materials of service line connections, both public and private, within the drinking water distribution network. The initial Service Line Material Inventory (LSLI) is due to the state primacy agency by October 16, 2024, and requires a review of all historical documentation relating to service line materials (if such records exist) and the identification of service line materials when encountered during normal operations. The EPA and, subsequently, state primacy agencies, have released guidance on the LSLI and have developed an inventory template that must be used to submit the final inventory.</p> <p>If, after the records review, the inventory contains any lead, galvanized requiring replacement (GRR), or unknown service lines, a Lead Service Line Replacement Plan (SLRP) is also due by the October 16, 2024, deadline.</p> <p>On November 30th, 2023, the EPA announced the proposed Lead and Copper Rule Improvements (LCRI), which made several updates to the previously published LCRR. The proposed changes will modify the compliance requirements for water systems. These include additional requirements for replacing lead and galvanized requiring replacement service lines by 2037, further revising compliance tap sampling protocols, and reducing the lead action level from 15 ppb to 10 ppb, which is expected to result in additional compliance sampling violations. The LCRI is expected to be finalized prior to October 2024.</p>

TruePani is a subject matter expert in lead in drinking water and can provide technical assistance in all aspects of the LCRR and the LCRI.

Preparation and Development of Water Service Line Inventory:

Database and Framework:

TruePani will work with water systems to identify any existing data that will directly inform the inventory, initially requesting a list of street addresses and unique identifiers for each service line. This data will undergo data cleaning as needed and be entered into the appropriate primacy agency service line inventory template.

The list of potential historical information will be taken from EPA's list of data sources that must be reviewed and will be adapted with any guidance from the primacy agency inventory guidelines including, but not limited to, system tap cards, GIS shape files, water main construction and replacement records, capital improvement plans, data from the 1991 Lead and Copper Rule (LCR), tax assessor records, local ordinances or codes, and private side permits.

Data management is one of the most highlighted challenges imposed on water systems by the LCRR. TruePani has found that utilizing a database or other data management systems from the initiation of the inventory process benefits all systems in coordinating their activities and best utilizing available resources.

TruePani will utilize data management tools, such as databases and GIS to aid in the management of the countless sources of data found during the records review and streamline assigning material classifications for service lines on both the private and public sides. TruePani will export inventories developed in database systems to the primacy agency service line inventory template.

Note: A database management system may not be needed for small systems but has been found to be beneficial for systems with more than a few hundred connections.

Records Review and Digitization:

TruePani will conduct a detailed review of all existing records provided by the PWS and identify the material of all service lines in each water system's service boundary, focusing on accuracy and LCRR compliance. All data reviewed during the historical records review process will be recorded within the database so that, if needed, a detailed history of the records review activities conducted exists. Good data management practices during the initial records review will ensure a solid basis of evidence for future inventory and water system work. If a system utilizes GIS, TruePani Inventory Technicians have GIS experience and will incorporate any applicable information into the inventory spreadsheet.

For systems with a large quantity of physical records which require additional assistance, TruePani will coordinate with the PWS staff to schedule time for a technician to visit and digitize the records for review. TruePani inventory technicians will take photos of relevant records and upload them to the database for review.

After compiling all reviewed data into an initial inventory, each portion of the service line, where ownership is split, will be classified as either Non-Lead, Lead, galvanized requiring replacement (GRR), or Lead Status Unknown.

Predictive Modeling and Verification:

After the initial inventory has been built out, water systems are typically left with 40-60% unknowns, primarily on the private side. When signed off by the State primacy agency, TruePani works with systems to employ Stratified Random Sampling (SRS), which is a simple method of predictive modeling based on Michigan EGLE and California Water Boards guidance. The foundation of SRS relies on using a 95% confidence interval with a +/- 5% margin of error to randomly select locations for physical verifications. This allows a system with, for example, 10,000 unknowns to physically verify only 370 in order to assign a nonlead determination to the whole system. This method saves time, money, and reduces the number of disturbances during the inventory process.

Mapping and Public Accessibility:

For systems that are required to map their service line inventory (if they serve over 50,000 population), TruePani will upload the final inventory to the ESRI LSLI Tool. The LSLI Tool is a free solution developed by ESRI for use by existing ESRI customers. It allows inventory data to be displayed in a color-coded format and shared publicly via ArcGIS Online.

		<p>Management and Provision of Sampling Kits:</p> <p>TruePani's sampling kits are designed to meet LCRR specifications for compliance sampling, school and child care sampling, and post-service line replacement sampling. TruePani also offers custom sample kits for water systems that are using water quality sampling as a tool for developing their water service line inventory. Sample kits are sent directly to customer homes and include detailed instructions on how to collect the samples, a helpline number for questions, and return postage for shipping the sample to the lab for analysis.</p> <p>TruePani has a suite of sample kits available to address all aspects of lead in drinking water sampling under The Lead and Copper Rule. Offerings include:</p> <ul style="list-style-type: none"> - School kits (five 250mL samples) - Child care kits (two 250mL samples) - Compliance sample kits (1st and 5th liter) - Compliance sample kits (1st liter only) - Post lead service line replacement sample kits (one 1L sample) <p>Management and Provision of Pitcher Filters:</p> <p>As outlined in the LCRR and forthcoming LCRI, TruePani provides pitcher filters to water systems customers that are affected by a lead service line replacement or service line disturbance. TruePani has partnered with Brita (A Clorox Company) to 10-cup pitcher filters with 6 months of filtration.</p> <p>Communication and Education for Communities:</p> <p>The LCRR has added many new communications requirements for water systems to send to their customers. TruePani has a dedicated communications team that works with TruePani's LCRR team members to develop programmatic outreach, education, and promotional materials. TruePani works to customize communications materials to the client and focuses on education around the health effects of lead and the importance of testing for and identifying lead in the distribution system.</p> <p>TruePani offers design, printing, and mailing of customer communications (letters, postcards, flyers, etc.) to ensure that compliance requirement have been met. TruePani tracks all communications in a database format to offer proof of delivered communications.</p>
67	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<ul style="list-style-type: none"> • LCRR Compliance • LCRI Compliance • LCRR and LCRI Technical Assistance • Environmental Consulting • Civil and Environmental Engineering • Sampling Kits • Drinking Water Sampling Kits • Lead in Drinking Water Sample Kits • Water Service Line Inventory Development • Lead Service Line Replacement Planning • Service Line Visual Inspections • Records Review • Identification of Unknowns • Digitization • Predictive and Statistical Modeling • Public Outreach and Education • Water System Staff Training • Data Management • Sample Kit and Pitcher Filter Fulfillment Services • Customer Communications • Pitcher Filters

68	Describe the roles Software, AI, and Predictive Modeling have in regard to Water Line Inventory and Management Systems you are offering.	<p>Predictive Modeling:</p> <p>TruePani uses a method of predictive modeling called Stratified Random Sampling (SRS) that was developed by California Water Boards using guidance from Michigan EGLE. SRS relies on using a 95% confidence interval with a +/- 5% margin of error to randomly select locations for physical verifications. This allows a system with, for example, 10,000 unknowns to physically verify only 370 in order to assign a nonlead determination to the whole system. This method saves time, money, and reduces the number of disturbances during the inventory process.</p> <p>This 95% confidence interval method was recently supported in the EPA's pre-publication version of the LCRI for use in verifying nonlead determinations.</p> <p>Software:</p> <p>TruePani is not a software company, and as such does not offer clients a proprietary software for service line material development. However, most LCRR projects require managing a large amount of data to successfully implement a LCRR compliance program. As such, TruePani offers a data management service, where client information is organized into a cloud-based database format to assist in all aspects of LCRR compliance. This includes inventory build out, identification of unknowns, school and child care sampling, customer communications, lead service line replacements, and forth-coming LCRI requirements such as validation pool verifications.</p>	*
69	Describe mapping and other methods of presenting accumulated Water Service Line data both internally and externally (to the public).	<p>The exact requirement for public display of the service line inventory varies by the size of the water system. Smaller systems only need to make the inventory publicly available, this could be through online, at the administrative office, etc. Larger systems are required to display the inventory online. TruePani typically achieves this through a dynamic map, showing each individual service address and a material determination for both the private and public portions of the service line.</p> <p>For systems that are required to map their service line inventory (if they serve over 50,000 population), TruePani will upload the final inventory to the ESRI LSLI Tool. The LSLI Tool is a free solution developed by ESRI for use by existing ESRI customers. It allows inventory data to be displayed in a color-coded format and shared publicly vis ArcGIS Online.</p>	*
70	Describe software and data ingestion and reporting capabilities; are they customizable, suitable for reporting at multiple levels of government, and how is data stored.	<p>TruePani is able to take data in various formats (CSV, PDF, physical, etc.) and integrate the information into the inventory or into a database used for communications, planning, and fulfillment of materials during lead service line replacement work. During the initial database setup, TruePani requires a unique list of customers with addresses, building type (if available), and build year (if available). During the records review, TruePani personnel can review digital records to incorporate into the inventory and also schedule an in-person visit to review and digitize relevant historical records.</p>	*
71	Do you offer sampling kits, and if so, describe the kits, the complete logistics process from request to user to lab to reporting. Additionally, are you able to drop ship kits direct to consumers and facilities?	<p>Yes, TruePani offers the following sampling kits that are available to be drop-shipped direct to water system customers:</p> <ul style="list-style-type: none"> • School kits (five 250mL samples) • Child care kits (two 250mL samples) • Compliance sample kits (1st and 5th liter) • Compliance sample kits (1st liter only) • Post lead service line replacement sample kits (one 1L sample) <p>All sample kits come with sample bottles, instructions, a chain of custody form, return postage to the lab, and any communications required by the LCRR. Water systems can choose to include a system-specific flyer for inclusion in the sample kits. Samples are prepared and shipped out of TruePani's fulfillment center in Knoxville, Tennessee.</p>	*
72	Describe what is being offered in detail specifically related to Water Service Line replacement implementation including ongoing or updated data tracking.	<p>TruePani manages system's lead service line replacement programs, from the planning stage to implementation. TruePani also provides sample kits and pitcher filters to assist with LCRR compliance during and after a customer's lead service line replacement.</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>TruePani provides pitcher filters to water system customers that receive a lead service line replacement or are subject to a disturbance under the LCRR. TruePani has the following pitcher filter offerings:</p> <ul style="list-style-type: none"> • Post-Lead Service Line Replacement Pitcher Kit • Disturbance Pitcher Kit (includes required communications) • Additional Filter Cartridges 	*

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

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

Line Item	Category or Type	Offered *	Comments
74	Internal education and training of participating entity staff.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Technical assistance.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Preparation and development of water service line inventory for both public and private side of lines such as records review, digitization, predictive modeling, verification, mapping, management and provisioning of sampling kits, and training on the usage of inventory systems and sampling kits.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
77	Underground inspection and replacement planning.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do replacement planning and visual underground inspections but we do not excavate or complete construction work if required for underground inspections.
78	Ingestion databases and reporting, such as software for regulatory oversight and management of submissions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	TruePani can provide database services for tracking communications required under LCRR/LCRI, sample kits and sample results, and pitcher/filter fulfillment and tracking with data dashboards. TruePani also builds databases and software for statewide school and child care lead testing programs and water systems working to complete school and child care sampling as part of LCRR and LCRI compliance.
79	Communication and education for communities, such as programmatic outreach, educational materials and, promotional materials.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

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](#) - Sourcewell Pricing Sheet TruePani.pdf - Thursday January 25, 2024 14:43:51
- [Financial Strength and Stability](#) - Financial Suppliments for Sourcewell TruePani CONFIDENTIAL.pdf - Thursday January 25, 2024 11:21:12
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - TruePani DBE Certs.pdf - Thursday January 25, 2024 14:51:29
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Brita_TruePani Sourcewell Letter of Support.pdf - Thursday January 25, 2024 11:27:13

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. - Shannon Evanchech, CEO, TruePani Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Water_Service_Line_Inventory_RFP_012524 Thu January 18 2024 09:23 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Water_Service_Line_Inventory_RFP_012524 Thu January 11 2024 11:30 AM	<input checked="" type="checkbox"/>	1