

**MASTER AGREEMENT #091724****CATEGORY: Water Treatment Chemicals with Related Supplies, Equipment and Services****SUPPLIER: Xylem Vue Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Xylem Vue Inc., 3725 Foundation Court, Suite EF, South Bend, IN 46628 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 26, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #091724 to Participating Entities. In Scope solutions include:
- a. Water Treatment Chemicals and Gasses for:
- i. Drinking water systems and treatment;
 - ii. Wastewater processing and treatment;
 - iii. Irrigation water systems and treatment;
 - iv. PFAS, pollutants, and toxins sequester, reduction, and removal;
 - v. Industrial applications such as boilers, etc.; and,
- b. Software (and similar technologies), equipment, supplies and services related to the water treatment applications listed in subsections 1. a. i. – v. above. However, this solicitation should NOT be construed to include “software-only”, “equipment and supplies-only” or “service-only” solutions. Proposers may include software to the extent that the solutions are complementary to the offering of the water treatment chemicals being proposed.
1. The primary focus of this solicitation is on Water Treatment Chemicals with Related Supplies, Equipment, and Services. This solicitation should NOT be construed to include pool chemical-only solutions.
- 8) **Included Solutions.** Supplier’s Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier’s Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier’s Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may

request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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

13) Supplier Representations & Warranty & Liability:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Solution.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances. Supplier represents that for ninety (90) days from the Delivery Date, that, the Software will substantially comply with the Solution documentation. Solution documentation includes, but is not limited to, such documents that comprise the custom proposal provided to each Participating Entity who purchases Included Solutions under this Agreement.
- iv) NOTWITHSTANDING THE FORGOING, SOURCEWELL ACKNOWLEDGES AND AGREES THAT SUPPLIER NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES HAVE MADE OR IS MAKING ANY GUARANTY, REPRESENTATION OR WARRANTY, EXPRESS OF IMPLIED, TO SOURCEWELL OF ANY NATURE WHATSOEVER REGARDING THE PRODUCTS, COMPANY, ANY OF COMPANY'S OTHER PRODUCTS OR SERVICES, HEREUNDER OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- v) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SUPPLIER OR ANY AFFILIATES BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES WHATSOEVER, INCLUDING LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, AND (B) WHETHER OR NOT SOURCEWELL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:

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

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;

- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcwell, Supplier will pay an Administrative Fee to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcwell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcwell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcwell-assigned Agreement number in the memo; and must be either mailed to Sourcwell above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions.
- 10) **Noncompliance.** Sourcwell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcwell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcwell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcwell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcwell. Such consent will not be unreasonably withheld. Sourcwell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcwell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of , but only to the extent of, any negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or tangible property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
 - a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, 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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the non-breaching party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

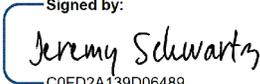
**Article 3:
Supplier Obligations to Participating Entities**

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

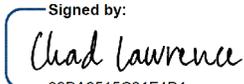
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Xylem Vue Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 1/8/2025 | 5:27 AM CST

Signed by:

39BA9515C31F4D1...
By: _____
Chad Lawrence
Title: Sr. Director Strategic Accounts and
Digital Services

Date: 1/7/2025 | 1:14 PM CST

RFP 091724 - Water Treatment Chemicals with Related Supplies, Equipment, and Services

Vendor Details

Company Name: Xylem Vue Inc.
Address: 3725 Foundation Court, Suite EF
South Bend, Indiana 46628
Contact: Kyle Polasko
Email: kyle.polasko@xylem.com
Phone: 443-910-5973
HST#:

Submission Details

Created On: Thursday September 05, 2024 16:27:56
Submitted On: Tuesday September 17, 2024 12:57:27
Submitted By: Kyle Polasko
Email: kyle.polasko@xylem.com
Transaction #: a91419cf-6b04-4b2f-87cf-f6b1fa45eba4
Submitter's IP Address: 75.142.57.196

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Xylem Vue Inc. (Xylem)
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Xylem Inc. is the parent company of Xylem Vue Inc. Xylem Inc. is the largest pure play water company in the world. Other Xylem brands include Aanderaa, AC Fire Pump, Bell & Gossett, Bellingham + Stanley, CentriPro, ebro, Essence of Life, Evoqua, Flojet, Flygt, Godwin, Goulds Water Technology, HYPACK, Jabsco, Leopold, Lowara, McDonnell & Miller, MJK, OI Analytical, PureHM, Pure Technologies, Rule, Sanitaire, Sensus, Sentec, SI Analytics, Smith-Blair, SonTek, Standard Xchange, Wachs Water Services, Wedeco, WTW, and YSI. Additionally, Idrica is a digital water company and partner to Xylem, which has more than 125 years of experience in water management. Our partnership led to the development of the Xylem Vue powered by GoAigua software solution. Using advanced algorithms, Idrica integrates data from all existing tools and technologies to provide a holistic, real-time view of the status of utility processes and infrastructure. This enables optimal decision making and streamlined management of utility operations while simplifying and expediting digital transformation.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code: 9Bkc6 UEI: V1J2A12K6ZC9
5	Provide your NAICS code applicable to Solutions proposed.	541330 – Engineering Services 541511 – Custom Computer Programming Services 541990 – All Other Professional, Scientific, and Technical Services 221000 – Utilities 221300 – Water, Sewage and Other Systems
6	Proposer Physical Address:	3725 Foundation Court, Suite EF, South Bend, IN 46628
7	Proposer website address (or addresses):	www.xylem.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Chad Lawrence Sr. Director, Strategic Accounts and Digital Services 635 Gold Hill Road, Fort Mill, SC 29715 Chad.lawrence@xylem.com 704-420-3383
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Julia Arnold Project Manager, Decision Intelligence Solutions 1441 East Washington Boulevard, Los Angeles, California 90021 Julia.arnold@xylem.com 626-260-9084
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Not applicable

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Xylem is a global water technology leader committed to helping our clients “solve water” through the power of technology and expertise to meet the world’s water, wastewater, and energy needs. In a world of ever-growing challenges, Xylem delivers innovative technology solutions that empower clients to illuminate data insights that drive more informed decisions, optimize systems and workflow efficiency, and ensure resilient and continuous asset performance.</p> <p>Xylem is a publicly-traded (NYSE: XYL) 23,000-employee, \$7.4 billion company operating in more than 150 countries around the world. Since 1848, our brands have been transforming how the world gains access to clean water. Recently, that work has included leading utilities through digital transformations as they look to better support their customers with the power of data analytics.</p> <p>For many years, Xylem has been successfully serving utilities with proven software applications and decision intelligence solutions. Xylem’s digital arm includes approximately 150 employees dedicated solely to providing digital solutions to optimize operations of water and wastewater utilities. Our multidisciplinary staff includes civil and environmental engineers as well as control theory engineers and software engineers.</p> <p>Our core values inform every decision we make and every step we take as we drive towards our purpose, to empower our customers and communities to build a more water-secure world.</p> <ul style="list-style-type: none"> • Respect for each other, for diversity of people and opinions, for the environment. • Responsibility for our words and actions, for customer satisfaction, for giving back to our communities. • Integrity for acting ethically, for doing what we say we'll do, for having the courage to communicate with candor. • Creativity for thinking beyond boundaries, for anticipating tomorrow's challenges, for unlocking growth potential. <p>Our overarching strategy is to help customers solve the world's greatest water challenges with innovative products, services and solutions to deliver sustainable economic, social and environmental benefits. The following strategic pillars guide where and how we focus our efforts and resources to implement this strategy:</p> <ul style="list-style-type: none"> • Drive Customer Success. We seek to partner with customers to meet their stakeholders’ needs through our broad portfolio of products, services and solutions. We are focused on several key areas, beginning with making it easier for customers to do business with Xylem and access the full range of our capabilities. As part of this, we are implementing a digital platform to discover, select, get price quotes, and purchase our offerings. • Grow in the Emerging Markets. We continue to invest in regionalizing our capabilities in the emerging markets. • Strengthen Innovation and Technology. We seek to create new customer offerings that help them solve water challenges more powerfully than ever before, while also providing our company with rapid, profitable, growth opportunities. We are focused on building and enabling infrastructure for digital growth by making our hardware, networks and software applications interoperable and creating a common software experience. • Build a High Impact Culture. We seek to continue embedding a continuous improvement mindset throughout Xylem, to further improve our efficiency, simplify our business and manage costs to support continued growth. We are committed to eliminating business complexity by streamlining internal bureaucracy and expanding standard business platforms and processes to help people do their jobs. • Cultivate Leadership and Talent Development. We continue to foster an empowering, mission-driven, diverse, equitable and inclusive culture. We will continue to build leadership succession depth and breadth in keeping with our commitment to developing the next generation of leaders. <p>Our strategic plan firmly embeds sustainability at the heart of our competitive advantage and unique business model and aligns each of our five core strategic pillars to the overarching goal of integrating sustainability into everything we do.</p>
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12	What are your company's expectations in the event of an award?	<p>Our hope is to bring our platform to utilities and serve Sourcewell members through the digital transformation of their facilities by harnessing the power of data analytics. Our team has completed digital projects for hundreds of utilities around the world. By partnering with Sourcewell, we hope to help guide utilities on their digital transformation through digital solutions and offer an easier road through procurement.</p> <p>Delays through procurement can ultimately impact the utility in the long run inclusive of much-needed optimization for drinking water and wastewater networks. Our offerings help utilities reduce costs, aid in capital planning, and optimize water and wastewater networks through predictive analytics. We hope to bring sustainable, smart water technologies to as many utilities as possible – ultimately benefiting their rate payers – through award of a Sourcewell contract. Xylem believes in the power of a Group Purchasing Organization (GPO) and that Sourcewell is providing a valuable asset to utilities in your effort of simplifying procurement red tape. As a Fortune 500 company, and the leading water company in the industry, we have a plethora of resources at our disposal to provide marketing, business development, and sales resources towards highlighting the benefits of Sourcewell and awarded contracts.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Xylem Vue Inc. is a brand of Xylem Inc., a publicly traded global technology leader headquartered in Washington, DC (NYSE: XYL). We have included financial statements as one of our Document Uploads. Xylem's financial statements, including annual reports, 10-K and 10-Q reports, can also be accessed through Xylem's investor page: https://www.xylem.com/en-us/investors/financial-information/ .	*
14	What is your US market share for the Solutions that you are proposing?	Xylem considers itself the market leader serving utilities around the globe including North America. However, for competitive reasons, we do not share data related to our market share. Some of the offerings we are providing under this scope are our fastest growing commercial offerings.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Xylem considers itself the market leader serving utilities around the globe including North America. However, for competitive reasons, we do not share data related to our market share. Some of the offerings we are providing under this scope are our fastest growing commercial offerings.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Xylem Vue Inc. has no current and/or completed bankruptcy proceedings.	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Xylem's sales and service is employed by Xylem. Sales are primarily performed by Client Solutions Managers who work with clients one-on-one to identify their priorities and align our custom offerings to best serve them. Our Client Delivery team ensures seamless delivery and works with the client throughout the process of project implementation and ongoing product support.</p> <p>Xylem Vue Inc. is a provider of SaaS software solutions and associated services. Xylem Vue powered by GoAigua is our full suite of digital solutions that combines smart and connected technologies, intelligent systems and services, and 100+ years of problem-solving expertise – empowering utilities to deliver transformative outcomes to their communities. Sourcewell will have the benefit of awarding a contract to a firm that offers a portfolio of products and systems designed to effectively meet the demands and challenges of treating water and wastewater. From smarter aeration to advanced filtration to chemical-free disinfection, Xylem's experts evaluate the varying needs of customers and help them find the right solutions for their application. Through the brands that have been trusted for decades, Xylem offers hundreds of solutions backed by a comprehensive, integrated portfolio of services designed to ensure that water and wastewater treatment equipment keeps running at its best.</p>	*
18	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.	Xylem holds business licenses in every state it works, where required. Additionally, Xylem's staff includes numerous professional licenses where required to perform work in specific states (i.e. Professional Engineer). Xylem also requires any third parties or subcontractors to hold the necessary state licenses and certifications to perform project work, where required. Our SaaS solution complies with NIST CSF Level and follows AWWA's cybersecurity recommendations.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Xylem Vue Inc. has never been suspended or debarred by any customer.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Xylem projects have won numerous awards in the past five years. In 2022, Xylem was named as a Net Zero Champion at the Global Water Awards. In 2024, Xylem received 42 Royal Society for the Prevention of Accidents (RoSPA) Awards. And while just outside of the five-year window, Xylem, Inc. was recognized as the Water Technology Company of the Year at the Global Water Awards in Paris. Over the course of a year, Xylem participates in hundreds of events and webinars – at the enterprise, regional, and business unit levels. Some examples of major awards and events include:</p> <p>AWARDS</p> <ul style="list-style-type: none"> • Barron's Most Sustainable Companies • Newsweek: America's Most Responsible Companies • Newsweek: America's Greatest Workplaces for Diversity • TIME Magazine: World's Most Sustainable Companies • Frost & Sullivan: Best Practices Company of the Year Award in the Global Smart Water Technology Solutions Industry • Frost & Sullivan: Best Practices Company of the Year Award in the Global Water Technology Solutions and Services Market • Human Rights Campaign Equality Index: 100% • FTSE4Good Index Series • Ecovadis CSR Rating: Silver Medal • MSCI ESG Rating: AAA • CDP Climate Change B / Water Security A- • Sustainalytics ESG Score: 98th percentile <p>EVENTS</p> <ul style="list-style-type: none"> • Singapore International Water Week • IWA World Water Congress & Exhibition • Stockholm World Water Week • National Association of Clean Water Agencies (NACWA) Utility Leadership Conference & Annual Meeting • IFAT • American Waterworks Association Annual Conference & Expo (ACE) • WEFTEC • Xylem Reach Conference 	*
21	What percentage of your sales are to the governmental sector in the past three years?	Nearly all of Xylem's sales from the past three years have been to public utilities in the governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 10% of Xylem's sales from the past three years have been to the education sector. Several of our customers are universities and colleges around North America.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	While other Xylem Inc. entities may have state cooperative purchase agreements for other services unrelated to this RFP, our firm submitting this proposal, Xylem Vue Inc., does not.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	While other Xylem Inc. entities may have GSA contracts for other services unrelated to this RFP, our firm submitting this proposal, Xylem Vue Inc., does not.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Toronto Water	Arash Farjian, Field Innovation Team Manager	416.338.5664	*
Buffalo Sewer Authority	O.J. McFoy, PE	716.851.4664	*
Metro Water Services, Nashville, TN	Justin Bowling, Engineer 3	615.300.5815	*

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

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.	11 direct employees distributed throughout the United States who cover all geographic areas in the United States and Canada, in addition to support from other Xylem branches when applicable.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Xylem and the affiliates listed in Table 1 Question 3 would be the authorized sellers delivering solutions.
28	Service force.	27 dedicated PMs and engineers in addition to support from other Xylem branches when applicable.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	An initial client meeting will be held between our sales point of contact and the customer to understand the needs of the client. This meeting will serve to confirm scope of work for the project, goals of the project, and reviews of our approach and pricing. The customer will be provided with a custom quote from our sales team based on feedback from our delivery and engineer teams as well as the needs of the client. Xylem utilizes Salesforce as our CRM system. All sales functions are tracked within Salesforce from lead stage to closed/won opportunities. All order information will be entered into Salesforce and updated as required. Once a contract is signed, Xylem will also provide administrative support on the project including documentation, project milestones, budget and invoicing, and general contract administration throughout the duration of the project.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Xylem provides customers with a single point of contact for support of technical issues, as well as any coordination of additional resources required to resolve the issue. Xylem provides a variety of support for its customers, based on the current stage of the project. For ongoing projects, the local Xylem project team – led by an assigned Project Manager – will be responsible for coordinating support for any issues that arise. This team will coordinate closely with the client's internal team to implement the project and work to resolve any daily issues. We have uploaded our standard Professional Services Agreement and EULA for your review, which encompasses in detail the process and procedure of our customer service program. Below is a quick synopsis.</p> <p>The Technical Support Service aims to ensure that any incidents that users may encounter while using the solutions provided by Xylem are resolved as quickly as possible. The support and maintenance service are structured into two levels to ensure agility in the incident resolution process. These levels correspond to the different specialist's teams:</p> <ul style="list-style-type: none"> - Level 1 or Customer Service: The team that is in contact with the users will register the ticket, in case it is not submitted through the ticketing tool. Additionally, they will perform an initial diagnosis, informing the user about the possible problem and the resolution timelines. This team is responsible for responding to customer inquiries within the agreed timeframe. In the case of incidents, they are responsible for detecting them, escalating them to the team responsible for resolving them, and ensuring that the agreed service level timelines are met. - Level 2/Level 3 or Specialist Teams: These are specialized teams responsible for resolving problems reported by users, according to their area of expertise. This level is composed of different teams or areas that are involved in the development and implementation process of the Xylem Vue powered by GoAigua Software: Analysts, data scientists, product development, implementation, infrastructure administrators, deployment, DevOps, etc. <p>End users can refer to the provided manuals and other materials to address their queries. If they require additional support or encounter abnormal behavior in the solution, they should report it to the key users of the Client, if any.</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>Xylem's software solutions and services are available for purchase by any Sourcwell participating entity. Xylem has adequate capacity due to our size and experience, as well as the eagerness to provide our products and services to any and all Sourcwell participating entities!</p> <p>The Xylem Vue powered by GoAigua platform is currently managing over ten billion data points/year from 400+ active global clients, 20+ different SCADA technologies, one million smart meters from 10+ metering companies and technologies, 15,000+ IoT flow, pressure, quality, and other types of network sensors, and 150,000+ work orders generated. The platform is based on a microservice architecture, agnostic from the client's pre-existing technologies and systems – making it scalable, and fully modular. We look forward to adding Sourcwell participating entities to these metrics to help your client base solve its challenging water and wastewater needs.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Xylem has past and current clients in Canada. We welcome the opportunity to provide our products and services to other Sourcewell participating Canadian entities. Xylem has a significant presence and workforce in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Xylem operates throughout North America and abroad and has no areas of concern fully servicing clients throughout the United States or Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Any account type of Participating Entities would receive full access to our solutions if awarded an agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions that would apply to Sourcewell's participating entities in Hawaii, Alaska, and U.S. Territories. In fact, we currently provide our digital solutions to a client in Hawaii.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Xylem employs a comprehensive marketing strategy that leverages both outbound and inbound marketing programs to promote current and new products, customer stories, thought leadership and business milestones. Inbound activities include blog posts, e-books, infographics, case studies, videos and infographics posted to our websites and social media channels (LinkedIn, X, YouTube). This content strategy is supported email marketing both broadly and to key personas through curated email lists. Xylem regularly uses lead generation activities, such as dedicated landing pages, to support specific campaigns and also leverages Marketo-based, ABM and other marketing automation tools to target specific audiences. Webinars and other online events are a regular strategy to reach out to, and communicate with, our customers and the broader market. We also employ actively employ Search Engine Optimization to our online assets.</p> <p>Outbound marketing programs include advertising with key trades (online and offline), display advertising to create awareness, cold emailing to prospects, and support an extensive trade show/conference presence at the industry's largest events, including WEFTEC and ACE. Xylem is often a high-level sponsor of these events, and also formally presents technical and business information. Finally, we partner with several industry media outlets, such as Water Online, with which we often co-develop stories and with which we also advertise.</p> <p>All of these activities are supported by experienced marketing teams and external partners that have extensive expertise in product marketing, event marketing, branding, design and digital marketing. Please see examples of some of this work attached.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Xylem has a large corporate marketing department that actively utilizes engagement data from our marketing automation platform, website, social media channels (LinkedIn, X (formerly known as Twitter), and Facebook) and account-based marketing tools further focus our messaging so that we connect with our audience at the right time on the right channel when they are actively searching for a solution to a challenge. We do this by focusing our marketing activities and messages on our client successes and promoting our products and services. An example is the ability to know how many people opened and clicked on the content in an email. Understanding these metrics provides us the knowledge of whether or not our content is appealing to our audience. Another example is using our account-based marketing tool to understand what content specific accounts are engaging with across our website, email and social media channels. This helps us target their priority needs essentially developing sales conversations sooner and making the sales cycle shorter. With social media, we can understand not only what content is more interesting to our prospects and customers, but what type of social media format is most appealing, creating higher engagement. This helps us to continually build a responsive group of followers by adjusting to what resonates with them based on their needs.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Xylem would promote a Sourcewell agreement similar to other "wins" into our marketing program. These could be announced and promoted through direct email campaigns, case studies, social media announcements and industry publications.</p> <p>Xylem projects are a 'custom fit' for each specific client. Once awarded a Sourcewell project, our sales process would begin with immediately establishing lines of communication with the client to learn about their needs and discuss the particular project. A project manager would be quickly assigned and a project kickoff meeting would be led by Xylem and include all critical personnel from the client. The kickoff meeting would include confirming objectives, tasks, and to detail a specific project schedule.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Xylem does not currently have its own e-procurement system for ordering. However, our solutions have been made available through other e-procurement ordering processes when requested specifically by clients. Clients have purchased our solutions through e-procurement to expedite working with us.</p>

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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<p>41</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>To train staff in the use of the new software, we use an e-learning platform (GoAigua Academy) that allows the generation of digital courses focused on the categories of Partner Certification and customer training for the proposed solution.</p> <p>The objective of GoAigua Academy is to provide training on the solution offered by Xylem Vue powered by GoAigua to different user groups and categories. It is a dynamic, object-oriented and modular learning environment. It is intended that the user can access the digitally defined courses from any operating system or device using a web browser whether it is Internet Explorer, Firefox, Chrome or any other browser that supports HTML. Information is organized in courses, which include the following materials:</p> <ul style="list-style-type: none"> • Application manuals • Audiovisual material • Training records provided • Certifications • Evaluations <p>To guarantee a successful delivery, specialized on-site training is offered for each organizational role. Training covers the client's full solution and is customized to the day-to-day requirements of each role. Training is hands-on, in the implemented environment, so that operation and maintenance teams will gain practical understanding. Training is typically done by the project team and technical experts, with a typical duration of three days.</p>
<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Xylem offers a fully customizable software platform, Xylem Vue powered by GoAigua, to use data analytics to enable our clients to optimize their water/wastewater systems, reduce treatment costs, and save money. Our platform is truly built by utilities for utilities, and Sourcewell participating entities can skip the line and leverage a robust, pre-existing solution by partnering with Xylem. By doing so, Sourcewell entities can avoid the many challenges of building an internal solution from the ground up and leverage the lessons learned by our team, which has focused exclusively on building software solutions for water utilities over the last decade.</p> <p>The Xylem Vue powered by GoAigua platform is the only smart water and wastewater solution that offers a transparent and integrated technology platform for Sourcewell entities' data-driven water utility needs. Our globally-optimized, advanced analytics approach combines data stacks, monitoring systems, and data analysis to create real-time monitoring that can form the foundation for future system control optimizations in the network. The platform allows water and wastewater utilities to break information silos by providing operators and managers with full data ownership, both in real-time and historically. It integrates all information on water treatment plants, equipment, and water/wastewater networks in a single point, making it available to end users. The solution integrates easily with third-party data, provides machine learning algorithms to support business decisions, and is independent of the technologies and manufacturers – in other words, it is compatible with any industrial manufacturer and technology of SCADA, sensors, databases, dataloggers, and OPC protocols.</p>

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Sustainability is at the core of everything we do – our solutions help reduce water losses of treated water, pollution from sewer overflows and greenhouse gas emissions, as well as to treat water for re-use. Our goals are driven by customers who use Xylem’s products to meet their environmental challenges while supporting the communities they serve.</p> <p>In 2023, we invested roughly \$4 million dollars in projects aimed at reducing GHG footprint in our operations. Projects included replacing equipment and solutions with more efficient models, improving water processing equipment, and waste reduction.</p> <p>Some of our ratings and recognitions include:</p> <ul style="list-style-type: none"> • EcoVadis: Silver (91st Percentile) • MSCI: AAA • ISS ESG Corporate Rating: C+ (Prime) • ISS ESG E&S Quality Score: Environment – 1 / Social – 1 • CDP Climate Change: B • CDP Water Security: C • ISO/IEC 27001 • 2024 America’s Most Responsible Companies - Newsweek (ranked #2 out of 600 companies) • 2024 SDG 2000 Most Influential Companies - World Benchmarking Alliance • 2024 America’s Most JUST Companies (6) – JUST Capital • 2024 Best Place to Work for LGBTQ Equality in the U.S. - Human Rights Campaign Foundation (4th consecutive year against new criteria) • 2024 America’s Greatest Workplaces for Diversity - Newsweek • 2024 World Benchmarking Alliance’s (WBA) SDG2000 list • 2024 Barron’s 100 Most Sustainable Companies (15) • 2023 DE&I Award (Large Gap) Finalist - National Association of Corporate Directors • 2022 Net Zero Champion - Global Water Award
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Sustainability is at the core of everything we do – from our own operations to the solutions we provide customers that impact communities around the world. Setting high sustainability standards enables our growth and purpose: to build a sustainable and resilient company while advancing the smarter use of water and empowering our customers to solve global water challenges. Please reference our Sustainability Report for further information: https://www.xylem.com/siteassets/sustainability/2023/xylem-2023-sustainability-report.pdf.</p>
45	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>Xylem offers a fully customizable software platform, Xylem Vue powered by GoAigua, to use data analytics to enable clients to optimize their treatment chemical usage, reduce treatment costs, and save money. This patented, state-of-the-art platform used by more than 400 utilities is not available through any other vendor. Our software platform is accompanied by our extensive product offerings and our experienced team of engineers, data scientists, and technical experts to help clients get the most out of their systems and saving money in the process.</p>

<p>46</p>	<p>Describe the capabilities and systems your offerings have for testing, monitoring, and efficiencies along with your capabilities in Anticipatory Water Treatment, real-time monitoring, data analytics, and automation for water treatment systems.</p>	<p>Xylem Vue powered by GoAigua drives digital transformation in the water sector through innovative solutions that optimize operational efficiency including chemical dosing, and deliver economic, social, and environmental sustainability. Using advanced algorithms, Xylem Vue powered by GoAigua integrates data from all existing tools and technologies to provide a holistic, real-time view of the status of utility processes and infrastructure. This enables optimal decision-making and streamlined management of utility operations – while simplifying and expediting digital transformation. The platform serves as a one-stop-shop for everything from data integration to analytics, and network and plant optimization. This modular, scalable platform arms you with the 360-degree view you need to optimize operations and tackle water’s most important challenges in an affordable, sustainable way. Xylem Vue powered by GoAigua is helping hundreds of water and wastewater utilities:</p> <ul style="list-style-type: none"> • Optimize energy usage and chemical costs • Predict and prevent SSO’s/CSO’s • Optimize O&M budgets to minimize FOGS and other operational incidents • Extend the lifetime of linear and vertical assets • Improve operations and planning • Ensure resilience during extreme events <p>Xylem has designed and implemented the largest number of real-time process optimization platforms globally - including data analytics, machine learning, and artificial intelligence. We pair experienced hydroinformatics engineers with sophisticated automated tools to detect error conditions in the monitoring network and prioritize those errors for maintenance. Our algorithms incorporate machine learning from all our sensor deployments with numerous utilities. As our experienced team reviews the data and responds to anomalies, our algorithms continually learn and improve their manual training set to improve recommendations for next time.</p>
<p>47</p>	<p>Describe any water reuse and recycling technologies, products, and services offered.</p>	<p>Reuse reduces the demand for additional water resources and is often more cost effective than treating a raw water resource. While the exact reuse treatment requirements depend upon the waste stream and the reuse purpose, to be cost effective, the treatment must be energy efficient and have a high water yield. Reuse generally requires advanced treatments such as membrane filtration or reverse osmosis, combined with disinfection or advanced oxidation.</p> <p>With a broad selection of treatment options, Xylem application engineers can assist any client in evaluating the correct processes for any reuse requirement. Xylem’s Water Equipment Technologies (WET) has several containerized and skid mounted membrane and reverse osmosis processes suitable for reuse processes.</p> <p>Advanced oxidation can help remove many other contaminants, such as metals and difficult to treat organics like pharmaceutical residuals. Xylem’s Wedeco brand is a global leader in ultraviolet (UV) disinfection and advanced oxidation processes such as ozone and peroxide. Used together, ozone, UV, and peroxide can treat some of the most difficult contaminants.</p> <p>Reuse of domestic wastewater begins with advanced biological treatment and disinfection. Depending on the type of reuse, Xylem’s wastewater experts can help establish the proper treatment. Advanced treatment may include oxidation-enhanced biologically active filtration systems or membranes such as ultrafiltration, as well as ultraviolet disinfection, which disinfects without leaving harmful chemical residuals.</p> <p>For example, in May 2024, Xylem, in partnership with the German city of Weissenburg and the Technical University of Munich, launched a revolutionary water-related initiative, Reuse Brew. This is a traditional German pale lager beer made from recycled wastewater. This process, utilizing technology developed by Xylem, involves ozone injection, ultraviolet radiation, hydrogen peroxide pellets, and filtration through carbon and nano filters.</p>

48	Describe your capabilities and offerings for alternative water treatment products and methods such as sustainable chemical solutions, oxidation processes, nanotechnologies, etc.	<p>While Xylem offers an assortment of innovative chemical and treatment solutions, our Xylem Vue powered by GoAigua portal also offers an alternative to utilities seeking to reduce the use of treatment while remaining in compliance with regulatory requirements. For example, the ORCA (Odor Reduction Corrosion Abatement) program is a groundbreaking solution designed to empower growing utilities, allowing them to focus on their core operations, by expertly preventing odor complaints while ensuring budget certainty. Unlike stand-alone chemical delivery programs that require specialized expertise and generate unpredictable expenditures, ORCA delivers an unparalleled approach to odor and corrosion management with a guaranteed outcome. Some key objectives include: odor and corrosion control, outcome based guarantees, continuous optimization, reduced chemical deliveries, improved performance, and data driven results.</p> <p>Please utilize the following link: evoqua.com/en/webinars to learn more about alternative water treatment products and methods that include:</p> <ul style="list-style-type: none"> • Chlorine Dioxide • From Ozone to Chlorine Dioxide: A competitive Review of Pre-oxidants • Sanitization Methods for Ultrapure Water Systems • Discharge and Recycle Compliance in Metal Bearing Wastewaters • Advances in Clarification Technology in Water and Wastewater Treatment <p>We have also included several information brochures as it relates to this question under the "Upload Additional Document" section of the online portal.</p>
49	Describe how you work with participating entities to ensure all relevant environmental regulations, requirements, and best practices are met.	<p>Prior to the start of any project, a Xylem project manager is assigned and responsible for managing all environmental regulations and requirements while ensuring best practices are met. Any environmental requirements or concerns would be discussed in an initial kickoff meeting. Additionally, one of the primary functions of the project manager is to oversee quality assurance/quality control measures directly, including the implementation of a QA/QC plan. Finally, in addition to possessing a wealth of experience managing past projects, project managers also have access to Lessons Learned logs from past projects to use as reminders of the importance of following best practices.</p> <p>One of the benefits of our software solution is that it will provide Sourcewell customers with a tool that directly helps clients with regulator compliance and more, through detailed data analysis, centralized records, and automated reporting.</p>
50	Describe any membrane-based technologies and filtration processes offered, along with any complimentary components such as specialized chemicals, supplies, services, etc. as well as your capabilities and processes for sequester and removal of toxins and pollutants, such as PFAS, if offered.	<p>Our Xylem brands feature a range of scalable, low-maintenance reverse osmosis membrane filtration systems. Xylem's water engineers specialize in designing energy-efficient systems featuring energy recovery turbines that dramatically reduce the energy required to push raw water through the membranes.</p> <p>Evoqua Water Technologies (a Xylem brand) provides proven solutions for removing emerging contaminants including PFAS from municipal and industrial water sources. We can meet or exceed treatment goals and tailor a range of ownership options. We are a single-source provider of remediation services which means we can partner with a client from the pilot test through the follow-up services. For example, based on the newly proposed EPA PFAS National Primary Drinking Water Regulation, Evoqua's MitiGATOR mobile system, as well as their permanent systems, can meet the updated rulemaking.</p>
51	Describe all potential warehousing, logistics management, delivery, and other shipping solutions offered for reoccurring orders of chemicals and products.	<p>Xylem operates over 100 branches throughout North America. These locations contain branch warehouse capabilities. This local branch structure enables us to serve our customers where they are and to main inventories for planned and emergency needs.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Xylem is proud to support diversity and inclusion in the workforce and as well as our broader commitment to the same in our communities. Xylem has an extensive Diversity & Inclusion (D&I) department driving innovation and allowing us to compete more effectively around the world. As a brand of Xylem, our team focuses on driving the digital transformation of water and advancing sustainability through its solutions, humanitarian work and business practices, including championing diversity and inclusion. Xylem is committed to partner with small business enterprises, including both minority and women business enterprises, as well as small and veteran business enterprises and working with local suppliers.</p> <p>Xylem is dedicated to complying with women or minority businesses for all Sourcewell participating entities. We have developed distinct methods to achieve MBE/WBE/SBE goals for projects and have partners throughout the market place that we use to achieve our own internal goals. Utilizing MBE/WBE/SBE firms is a goal of ours whether it's required by the customer or not.</p>
53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
61	Describe your payment terms and accepted payment methods.	Xylem's standard payment terms are net payment within 30 days.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	Xylem has financing options that are tailored to our customers' needs. These often include balancing the needs between capital and operational expense.	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We have attached our Professional Services Agreement and End User License Agreement (EULA) to this submission.	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Xylem does accept P-card procurement and payment process. However, there may be a 3% fee on the total charged.	*

65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Xylem has a pricing model that takes into consideration a variety of factors that benefit the customer.</p> <p>First, is the ability to customize the solution based upon the individual customer's needs. This custom pricing is based upon the total solution being provided including software, water sensors and other hardware. We have found that being able to provide an end-to-end solution provides significant value to our customers. It allows us to right-size our offering to the customers we serve and their individual budgets.</p> <p>To support customers who value an end-to-end solution, we offer volume price breaks. These price breaks consider the solution's volume (dollars) and term (years of agreement), creating the most savings for the customer.</p> <p>Second, we consider the prospective customers' broader relationship with Xylem. If there are efficiencies gained through other simultaneous services, capital projects, and project management as an example, we look to consider those too.</p> <p>Lastly, we offer custom budgetary pricing that enables us to guarantee pricing for longer periods of time due to the budgetary process of the customers we serve.</p>	*
66	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.	<p>Our discount structure for new customers is based upon the following model:</p> <p>Volume (dollars) coordinated with term (years of the contract). These two items placed on our provided chart as an attachment to this RFP articulates the customer discount.</p>	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Xylem offers price breaks for volume, bundled solutions, and longer-term contracts.	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Non-contracted items would be considered custom pricing which would vary on a case-by-case basis. Xylem is more than happy to provide custom quotes to all Sourcewell participating entities.	*
69	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	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A – Shipping will be included in each of our proposals where necessary.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A – shipping will be included in each of our proposals where necessary.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Xylem will assign a singular point of contact for all Sourcewell pricing questions. Our sales team routinely meets and will review the Sourcewell quote list to ensure accuracy for all Sourcewell participating entities.</p> <p>Sourcewell opportunities will be logged into our Salesforce CRM system, which all internal members of Xylem can review. Our teams will review sales quotes, ensure pricing accuracy, and develop reports to track opportunities and sales. All pricing will be vetted for Sourcewell participating entities with our sales team and technical delivery teams to ensure integrity. In addition, Xylem has a robust finance and accounting department to help maintain consistent delivery of the agreement, as well as perform audit and compliance reviews of pricing.</p>	*

74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Project success is measured in numerous ways, including meeting the overall project schedule deadlines, keeping a project within budgetary constraints, providing deliverables on time, and meeting or exceeding established KPIs as dictated by a client upon the project's kickoff.</p> <p>Xylem will utilize our Salesforce CRM system and the sales and marketing teams to develop and review internal metrics related to the Sourcewell contract. These teams will meet throughout the year to review contract success and discuss ways for improvement. Some basic metrics to monitor would be to measure the number of utilities engaged with Xylem since the start of the contract, revenue generated through the contract, and the timeline of the sales cycle for new clients. Ultimately, our goal is to utilize the Sourcewell contract to engage with as many utilities as possible to help promote digital adoption and cut down on the procurement time associated with these contracts for interested parties.</p>	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Xylem proposes a 2% administrative fee for sales through this contract.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We do not have other contracts with cooperative contracts, state contracts, or agencies at this time.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Many utilities struggle to see a complete picture of their operational status and network efficiency. Their operators and managers are often flooded with hundreds of separate data streams coming in from multiple sources, making it difficult to get an accurate reflection of the interconnected nature of their network, let alone make holistic improvements, react to challenges quickly, test potential scenarios, and predict problems.</p> <p>Xylem Vue powered by GoAigua is a single, integrated software and analytics platform that enables utilities to maximize existing investments, operate more efficiently, and provide affordable and reliable service to their communities.</p> <p>Xylem Vue powered by GoAigua is a unique, vendor-agnostic platform that can capture data from any source, regardless of manufacturer. This allows utilities to maximize investments already made in existing technologies while breaking down data silos to provide a holistic, 360-degree view of the status for all processes and infrastructure across the entire water cycle.</p> <p>By providing intelligence and smart analytics at the network, plant, and asset level—as well as customized views to fit any unique demands the utility requires—Xylem Vue powered by GoAigua supports both utility operators and enterprise managers in addressing the system-wide challenges, from non-revenue water to flooding to treatment, that they face on a daily basis. At the heart of it all is the Smart Water Engine.</p> <p>As the foundation of the Xylem Vue powered by GoAigua platform, Smart Water Engine eliminates silos and unifies all utility data into a single platform regardless of its origin (sensors, SCADA, assets, business systems, etc.). It integrates and standardizes that data to create a single, holistic model which, when coupled with proprietary advanced algorithms, allows the Smart Water Engine to look out across the entirety of a utility's network. This single source of data within Smart Water Engine is then accessed through modular water and wastewater applications within</p>

the Xylem Vue powered by GoAigua platform to address targeted needs. These applications, accessed through a common portal, combine data from the Smart Water Engine with advanced data analytics, artificial intelligence, and machine learning to streamline data visualization and solve complex utility problems.

Smart Water Engine provides a single holistic environment from which utilities can not only manage operational data, assets, and IoT devices, but also create customized views within the platform to meet unique system needs. The Smart Water Engine has several functions, including a unified IoT platform to connect sensor data and smart meters data stored in a unique repository. It contains intelligent algorithms to leverage data from databases using machine learning techniques. It also offers a tool for data cleaning and maintenance of the mathematical model for a Digital Twin.

Additionally, Smart Water Engine allows for continuous asset integration without interfering with the system operation. In other words, it is a completely scalable Software as a Service solution that does not interfere with ongoing operations and systems, such as existing SCADAs, web monitoring solutions, sensors and monitors, GIS platforms, and work order systems. The aim is to always keep the platform as a mirror of the physical assets, while upgrading their functionalities and opening data access to operators and management. We can provide integration of data/systems, including the following procedures:

- Standard industrial protocols: OPC-DA, OPC-UA, Modbus. In this case, a software component is connected to the industrial network and uses standard protocols to get real time data from the PLCs and SCADAs.
- IoT brokers that use MQTT as their protocol
- SQL: In this case, the process is parametrized to launch SQL queries to a SQL database system, and then push the data to the platform. Depending on the target system (performance, workload, etc.), the acquisition rate (number of queries per minute) can vary.
- REST API: Sources exposing a REST API are also supported by the Xylem Vue powered by GoAigua platform. Third party vendors, such as Trimble, Cityworks, or ESRI, generally provide API access, making the integration relatively fast.

In general, an AMI process source can be integrated in the platform as long as it has a defined logic to uniquely identify the tags to be captured and integrated in the system. Here is a list of some examples that correspond to data loggers, sensors, water quality probes, energy meters or IoT brokers: Excel files, CSV files, Access databases, Logger files generated by different vendors (Multilog, Xi-Log, among others), Fiware, Sentilo, Amazon, Azure static storage systems (Amazon S3 buckets, etc.), Amazon SQS, etc.

The Xylem Vue powered by GoAigua platform offers many modular applications tailored to specific customer needs, which provide operational intelligence in the form of real-time monitoring, alerts, and suggested actions to ensure optimal system-wide efficiency. Once initial system setup with Smart Water Engine is completed, additional applications are easily added to the platform with minimal additional effort and are seamlessly integrated through the central platform. These applications are explained in more detail in Question 78.

<p>78</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>W=Water WW=Wastewater</p> <p>Unified Network Management WW System-wide, real-time remote monitoring and suggested actions for sewer networks which simplify decision-making, optimize operations and improve operating results.</p> <p>Unified Plant Management WW System-wide, real-time remote monitoring and suggested actions for wastewater treatment plants to simplify decision making, optimize operations and improve results of all monitored plants.</p> <p>SSO/CSO Prediction WW Understand current network state with sensor data and utilize additional data such as river/tide levels, rainfall forecasts, etc. to predict future impact of wet weather events on network performance.</p> <p>Plant Real-Time Decision Support WW Real-time digital monitoring and optimized modeling simulate treatment processes and enhance plant control to reduce energy costs or dosing while ensuring regulatory compliance.</p> <p>Biological Monitoring WW Detect high viral loads (such as SARS-CoV-2) in sewage water to help authorities and technicians optimize decision-making regarding their control.</p> <p>Clog Monitoring WW Generate risk-based sewer cleaning programs to prevent sanitary sewer overflows (SSOs) and ensure sewer capacity is maintained while saving money from reduction in required field operations.</p> <p>Unified Network Management W System-wide, real-time remote monitoring and suggested actions for drinking water networks which simplify decision-making, optimize operations, and improve operating results.</p> <p>Unified Plant Management W System-wide, real-time remote monitoring and suggested actions for water treatment plants which simplify decision making, optimize operations, and improve results of all monitored plants.</p> <p>Real Time What-If Scenarios W Utilize a digital twin for real-time simulation, smart operations, and improved operational decision-making with what-if scenarios to predict operating needs.</p> <p>Leak Detection W Water efficiency management is enhanced by detecting, categorizing, and preventing real or apparent losses thanks to the visualization of key indicators in real time and alarm notifications .</p> <p>Meter Data Analytics W Optimize the full potential of utility AMI (Advanced Metering Infrastructure) investments to maximize revenue, improve the customer experience, proactively manage assets, and reduce non-revenue water.</p>
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Table 88: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offerings	Offered *	Comments
79	Water Treatment Chemicals and gasses for:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Offerings are provided by other Xylem brands and can be bundled.
80		Wastewater processing and treatment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offerings are provided by other Xylem brands and can be bundled.
81		Irrigation water systems and treatment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offerings are provided by other Xylem brands and can be bundled.
82		PFAS, pollutants, and toxins sequester, reduction, and removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offerings are provided by other Xylem brands and can be bundled.
83		Industrial applications such as boilers, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offerings are provided by other Xylem brands and can be bundled.
84	Software, equipment, supplies, and services related to water treatment applications listed above in #73-77, but NOT "software-only", "equipment and supplies-only" or "service-only" solutions.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Our SaaS solution is coupled with our expert personnel as well as sister brand offerings.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell Customer Pricing.pdf - Tuesday September 17, 2024 12:47:50
- [Financial Strength and Stability](#) - Xylem Annual Report on Form 10-K.pdf - Monday September 16, 2024 19:02:38
- [Marketing Plan/Samples](#) - All Marketing Docs.pdf - Monday September 16, 2024 13:04:56
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Agreement and EULA.pdf - Monday September 16, 2024 13:05:12
- [Upload Additional Document](#) - Additional Documents.pdf - Monday September 16, 2024 14:44:16
- [Requested Exceptions](#) - REDLINES_RFP_091724_Water_Treatment_Chemicals_Master_Agreement_9.13.pdf - Monday September 16, 2024 13:09:27

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Lawrence, Sr. Director, Strategic Accounts and Digital Services, Xylem Vue Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Water_Treatment_Chemicals_RFP_091724 Fri August 2 2024 03:23 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Water_Treatment_Chemicals_RFP_091724 Wed July 31 2024 05:08 PM	<input checked="" type="checkbox"/>	1