

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Abernethy Schwartz Partners LLC, 2531 Jackson Ave. #337, Ann Arbor, MI 48103 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Abernethy Schwartz Partners LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/29/2024 | 6:28 AM CDT

DocuSigned by:
Ian Robinson
By: 8DAF3A2B4A6B4E4...
Ian Robinson
Title: President/COO
Date: 3/28/2024 | 12:46 PM PDT

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

Vendor Details

Company Name: Abernethy Schwartz Partners LLC
Does your company conduct business under any other name? If yes, please state: BlueConduit
Address: 2531 Jackson Ave #337
Ann Arbor, MI 48103
Contact: Ian Robinson
Email: ian@blueconduit.com
Phone: 734-519-0675
HST#: 84-2237751

Submission Details

Created On: Wednesday December 13, 2023 12:32:48
Submitted On: Thursday January 25, 2024 16:20:25
Submitted By: Ian Robinson
Email: ian@blueconduit.com
Transaction #: 139828c8-f0f7-48bd-80ce-574df7626aab
Submitter's IP Address: 172.58.121.127

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Abernethy Schwartz Partners LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	This is not applicable, Abernethy Schwartz Partners LLC DBA BlueConduit does not have any subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	BlueConduit
4	Provide your CAGE code or Unique Entity Identifier (SAM):	PT75SMQ8CA24
5	Proposer Physical Address:	2531 Jackson Ave #337 Ann Arbor, MI 48103
6	Proposer website address (or addresses):	Proposer: www.blueconduit.com Subcontractor: https://120water.com Subcontractor: https://www.arcadis.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ian Robinson President/COO ian@blueconduit.com 2531 Jackson Ave #337 Ann Arbor, MI 48103 734-519-0675
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristy McGrath Vice President, Sales kristy@blueconduit.com 2531 Jackson Ave #337 Ann Arbor, MI 48103 716-948-0045
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Subcontractor: Matt Boes Vice President of Sales 120Water 250 South Elm St, Zionsville, IN 46077 mboes@120water.com 978-809-0405 Subcontractor: Erica Walker Technical Advisor Arcadis 630 Plaza Drive, Suite 200 Highlands Ranch, CO 80129 Erica.Walker@arcadis.com 312-405-8484

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>BlueConduit is a water analytics company that has developed a cutting-edge, predictive machine learning approach to locate lead service lines, empowering local officials and their engineering partners with the information to efficiently inventory and remove those pipes. The company's solutions enable utilities to focus their resources on digging where the lead is, accelerating the removal of this significant health concern and saving millions of dollars in avoided digs. Since 2016, the BlueConduit team has worked with more than 275 communities in the U.S. and Canada, and has inventoried over 4.2 million service lines.</p> <p>Our Core Values</p> <ol style="list-style-type: none"> 1. Curiosity: We approach others with a sincere interest in understanding their perspective and concerns. 2. Respect: The way we treat each other and those we serve matters. 3. Inclusion: Ensure culturally responsive lead service line replacement and implementation of strategic initiatives. 4. Transparency: We seek to increase trust, confidence, and understanding of statistical modeling methods for customers and stakeholders. 5. Integrity: Our communities can trust us to use their data in a secure and trustworthy way. 6. Community: BlueConduit creates meaningful relationships that provide others with the resources to succeed. 7. Accountability: Every action we take in service to our customers can and will be used to evaluate the quality of our work products. 8. Leadership: BlueConduit has been a leader in applying data science for social good since its inception and continues to empower its team and stakeholders to do the same. <p>Our Guiding Principles</p> <ol style="list-style-type: none"> 1. Act As a Conduit: Connect our customers and external partners to communities to build a path towards community agency and trust in public health systems. 2. Utilize Equitable & Ethical Data Practices: Intentionally integrate equitable and ethical data practices into the products and software we provide to our customers. 3. Expand Internal and External Operating Practices: Build diverse internal and external relationships through innovative and equitable hiring practices and expanded partnership building. <p>Our Mission</p> <p>BlueConduit's mission is to empower communities to prioritize health and sustainability through data science, starting with universal access to clean drinking water and a lead-free future.</p> <p>BlueConduit Partner/Subcontractor, 120Water, is a Water Quality as a Service provider, offering off the shelf software, consulting services, and sampling kits that are purpose-built to standardize and streamline the execution of water quality programs. 98% of the programs run by 120Water are focused on mitigation of lead in drinking water, predominantly assisting States, Investor Owned Utilities, and individual community water systems of all sizes maintain compliance with the current and revised Lead & Copper Rule. Since 2016, 120Water's software has been the foundation for executing and reporting water quality programs for state agencies, municipalities and facilities across the country. The 120Water team manages programs at every level depending on the needs of the customer. From statewide program implementation of a lead service line inventory project, managing sampling and customer communications for an individual utility, or coordinating lead sampling in schools and daycares, their proven approach has been adopted by over 2,000 customers in 41 states.</p> <p>BlueConduit Partner/Subcontractor, Arcadis, a 4.2 billion dollar global design and consultancy firm, is a long-time, respected industry leader in the Lead and Copper Rule, beginning with development of the original LCR Corrosion Control Treatment Guidance Manual in 1992. Since that time, their experience has grown to include each component of a Lead and Copper Compliance Program including service line inventory development, lead service line replacement, sampling and monitoring, outreach and education, data management, funding, and program management. They have supported LCRR programs for clients ranging from less than fifteen service connections to systems with over 600,000 service connections. Arcadis' service line inventory experience includes nearly 1,700 public water systems across 16 states and 2 statewide programs. To date, they have completed service line inventories for 1,611 water systems, where the majority of those (>90%) systems do not contain any lead.</p>
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11	What are your company's expectations in the event of an award?	<p>BlueConduit, along with its partners 120Water and Arcadis, are genuinely excited about the opportunity to collaborate with Sourcewell and its members. We recognize the need and use for cooperative purchasing and realize the value of having strategic partners in this space. Given our position in the market and ability to solve for critical and imminent public health and compliance requirements, we are confident that we can extend Sourcewell's reach not only in terms of revenue achieved, but also in terms of the number of distinct members who use this contract.</p> <p>We expect an incredibly successful partnership, beginning with our immediate expectations in the event of an award, which include:</p> <ol style="list-style-type: none"> 1. To support and advocate our Sourcewell Partnership as a value-added procurement mechanism. Each team member will immediately begin promoting the use of Sourcewell to all existing and new prospective clients. 2. To develop joint marketing materials and campaigns with our partners that articulate the value of the Sourcewell contract. 3. To train our internal and partner sales and support staff about Sourcewell and its Members. This training will include contract terms and methodology, pricing parameters and the value that Sourcewell provides. <p>If awarded, we bring to this new contract both a deep desire to partner with Sourcewell and fresh, innovative perspectives for your Members. We plan to dedicate sales and administrative resources to manage and oversee the success of the contract.</p> <p>We foresee the need and demand for lead service line inventory and replacement management software and services to be dominating the water industry dollar spend for the next 10-15 years. This, in addition to federal and state funding allocation and the upcoming Lead and Copper Rule Improvements (LCRR) will drive significant spending for our products and services offered through Sourcewell. Our team is growing, flexible and agile and we are committed to providing Sourcewell's Members an extraordinary experience, with a purpose and passion for improving public health that is incomparable.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	BlueConduit has been in business since 2019, providing solutions to dozens of water utilities and engineering firms. BlueConduit is a private and independent company that is majority owned by its founders. Since its inception, BlueConduit has raised equity financing from investors in exchange for small, minority stakes in the business. The business has been operational and stable since its founding. Our revenue doubled from \$1.09 million in 2022 to \$2.7 million in 2023, and we anticipate revenues to exceed \$4 million in 2024.	*
13	What is your US market share for the solutions that you are proposing?	BlueConduit maintains 45% market share in the US for its products and services.	*
14	What is your Canadian market share for the solutions that you are proposing?	BlueConduit maintains 20% market share in Canada for its products and services.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, BlueConduit has never petitioned for bankruptcy protection.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Blueconduit is best described as a Service Provider, although our product, service and solutions offering spans across multiple functions with our network of partners/subcontractors.</p> <p>As we mention throughout this proposal, one of our greatest strengths is our ability to offer our customers tremendous depth and breadth of LCRR-related products and services. Our focus aligns with Sourcewell's mission to build valued relationships to deliver innovative solutions with integrity and respect to Members' needs and wants.</p> <p>BlueConduit's products and services as outlined in this response are delivered by BlueConduit employees.</p> <p>Through our partner network, our subcontractors deliver their respective products as services as outlined in this response.</p>	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>This is not applicable for BlueConduit or 120Water. No licenses or certifications are required to be held regarding the delivery of the BlueConduit or 120Water products or services offered in this proposal.</p> <p>Arcadis holds various licenses/registrations in each state as required by law to offer professional services whether it's a business license, contractor, or professional license by an individual. Oftentimes laws require that we hold a license before bidding/offering services or we may be required to include license numbers on our bid and/or contract documents. Please note that Arcadis U.S., Inc. cannot obtain licenses to provide some professional services in certain states due to complex licensing laws. In these instances, services may be contracted through an Arcadis licensed affiliate/subsidiary/or non-related but closely aligned firm that holds a license. In order to keep track of the complex licensing laws, Arcadis maintains an internal State Licensing Database as a tool for keeping track of all Arcadis and subsidiary and affiliate companies licenses throughout the United States. The database shows where we are licensed and for certain licenses names of the professional(s) that qualify us for those licenses are listed as oftentimes work must be done only through our qualifiers. We would be happy to share proof of any applicable licenses with Sourcewell at your request.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	This is not applicable because no "Suspension or Debarment" information has applied to BlueConduit during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>BlueConduit is a widely known industry leader and expert, using machine learning to develop lead service line inventory and guide replacement and remediation efforts. Our work is frequently cited by regulatory agencies including the EPA, ASDWA, AWWA, the State of Michigan, and the State of New Jersey to name a few.</p> <p>BlueConduit's Notable Industry Awards and Recognition over the last 5 years include:</p> <p>2021: TIME's 100 Best Inventions of 2021, Sustainability Category: BlueConduit's Lead Pipe Finder 2022: BlueConduit's Methodology Cited in EPA's Guidance for Developing and Maintaining a Service Line Inventory 2022: Imagine H2O Urban Water Challenge Finalist 2023: BlueConduit Named as an Innagural Partner in the (Biden-Harris) White House Get the Lead Out Partnership 2023: Esri Partner Award for Innovative Analytics (BlueConduit + Esri LSLI Integration and Experience) 2023: Databricks Data for Good Award Finalist 2024: Esri Partner Award for GIS for Good (Compelling use of Esri technology to make an impact on current issues around the world)</p> <p>BlueConduit's mission is to empower communities to prioritize health and sustainability through data science, starting with universal access to clean drinking water and a lead-free future. We are truly humbled by these accolades and by the recognition of our work that has resulted in improving public health with accelerated lead pipe removal across the country.</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>2023: 67% 2022: 72% 2021: 62%</p> <p>The majority of the remainder of our sales are transacted with privately-owned water utilities and operators.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>This is not applicable. As our solution is specific to the water utility and local government industry, 0% of our sales have been to the education sector in the past three years.</p>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>BlueConduit: State of Montana - Technical Assistance for Service Line Inventory - this is a newly awarded contract (2023) that has not yet yielded booked revenue dollars.</p> <p>State of Kansas - Predictive Modeling and Replacement Plans for Service Line Inventory - this is a newly awarded contract (2023) that has not yet yielded booked revenue dollars.</p> <p>120Water: PWS Portal/State Dashboard for all PWS and NTNCWS in State: Indiana (IFA/IDEM) \$160,000/year Georgia (GEFA/GAEPD) \$385,000/year Arizona (ADEQ) \$195,000/year Delaware (DHSS) \$140,000/year Oregon (OHA) \$185,000/year</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>This is not applicable. BlueConduit does not hold any GSA contracts or SOSA agreements.</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Detroit Water and Sewerage (City of Detroit, MI) - BlueConduit	Bryan Peckinpaugh	(313) 410 - 2954	*
City of Toledo, OH - BlueConduit	Patekka Bannister	(419) 245 - 1846	*
Summerville Commissioners of Public Works, SC - BlueConduit and 120Water	Megan Schweitz	(843) 970 - 9701	*
Indiana Finance Authority - 120Water	Jim McGoff	(317) 233-4337	
West Virginia Environmental Health Services - 120Water	Meredith Vance	(304) 352-5046	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not required	Government	Ohio - OH	Inventory Data Management Services, Data Science Analysis, Machine Learning, Predictive Modeling, Recommended Field Investigation Sites, Replacement Prioritization, Compliance Reporting	\$230,000	\$230,000	*
Not required	Government	Iowa - IA	Inventory Data Management Services and Software, Data Science Analysis, Machine Learning, Predictive Modeling, Recommended Field Investigation Sites, Replacement Prioritization, Compliance Reporting, Esri Integration, Public Education and Outreach, Training	\$130,000	\$130,000	*
Not required	Government	North Carolina - NC	Inventory Data Management Services and Software, Data Science Analysis, Machine Learning, Predictive Modeling, Recommended Field Investigation Sites, Replacement Prioritization, Compliance Reporting, Esri Integration, Training, Public Outreach and Communication, Replacement Plan	\$766,000	\$766,000	*
Not required	Government	North Carolina - NC	Inventory Data Management Services and Software, Data Science Analysis, Machine Learning, Predictive Modeling, Recommended Field Investigation Sites, Replacement Prioritization, Compliance Reporting, Esri Integration	\$160,000	\$160,000	*
Not required	Government	Pennsylvania - PA	Data Science Analysis, Machine Learning, Predictive Modeling, Recommended Field Investigation Sites, Replacement Prioritization, Compliance Reporting	\$178,000	\$178,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>BlueConduit and its partners are capable and eager to meet the needs of Sourcewell Members across the United States and Canada. Each member of our sales team is dedicated to understanding individual Member's needs and tailoring our approach and solution offering accordingly. In order to remain successful for Sourcewell Members, we will remain flexible in our approach and will engage with each Member on an individual basis; we understand that every water system is different and therefore do not silo a one-size fits all solution or approach. In terms of organization, we are a small business of 20 total employees where we empower our sales team to make decisions that are in the best interest of each customer.</p> <p>BlueConduit's sales and marketing efforts are lead by our Vice President of Sales and Business Development and our Vice President of Strategic Initiatives. Our team of 8 sales, marketing and business development associates and LCRR policy experts are dedicated to driving revenue and actively marketing, prospecting, educating and signing on new clients.</p> <p>Our sales force is significantly expanded through our partner network with 120Water and Arcadis:</p> <p>120Water has a sales team of 15 people. From leadership to business development, their team has dedicated focus on state business, strategic partnerships, and the public water system/municipal government market which are divided by territory.</p> <p>Arcadis has a network of more than 120 branch offices located around the U.S. and 350+ offices around the world in 70 countries, enabling them to offer a global perspective combined with local knowledge. With over 5,000 staff members in North America, they have developed a national team of 60+ lead and copper specialists, led by National Lead and Copper Experts. Their team members have significant experience providing engineering and technical support public water systems and to the USEPA and AWWA in support of regulatory development efforts and technical guidance.</p> <p>Sourcewell and its members can rely on our combined team's expertise and proven methods to develop fully compliant service line inventories ahead of October 16, 2024 and support ongoing maintenance and compliance requirements thereafter.</p>
27	Dealer network or other distribution methods.	<p>BlueConduit is proud to collaborate with strategic partners (subcontractors) in our network to expand the depth and breadth of Lead and Copper related products and services that we offer to our clients.</p> <p>In addition to 120Water and Arcadis, BlueConduit partners with several other providers who specialize in Water Service Line Inventory Management and Related Services - all of whom can be offered the opportunity to utilize and promote this Sourcewell contract, if awarded, with permission from Sourcewell.</p>
28	Service force.	<p>BlueConduit has a team of experienced and dedicated project management, customer success, data scientists, technical advisors, policy experts and engineering professionals responsible for delivering our products and services to Sourcewell Members.</p> <p>Found below are short bios to highlight the expertise of some of our key team members as it relates the enclosed products and services.</p> <p>Dr. Eric Schwartz, PH.D -Eric is one of the co-founders of BlueConduit. He developed the use of predictive modeling to locate lead service lines in Flint, Michigan in 2016. His efforts have been recognized by many as the standard for identifying LSLs. He is also a professor of marketing at the Ross School of Business at the University of Michigan. He is a pioneer in the realm of predicting customer behavior. Eric holds a Ph.D. Marketing from the University of Pennsylvania and a B.A. Mathematics and Spanish from the University of Pennsylvania.</p> <p>Dr. Jacob Abernethy, Ph.D - Jacob is one of the co-founders of BlueConduit, and currently serves as an Associate Professor in the College of Computing at Georgia Tech. He completed his Ph.D. in Computer Science at the University of California at Berkeley, and then spent two years as a Simons postdoctoral fellow at the CIS department at UPenn. Abernethy's primary interest is in Machine Learning, with a particular focus in sequential decision making, online learning, online algorithms and adversarial learning models. He completed his Master's degree at TTI-C, and his Bachelor's Degree at MIT. With over 10 years experience in machine learning and</p>

predictive modeling, he has been a pioneer in the realm of developing and applying statistical methods in the fight to get the lead out.

Ian Robinson - Over the past three years, Mr. Robinson has partnered with the Rockefeller Foundation, Google.org, the United States Environmental Protection Agency, and the Natural Resources Defense Council to bring BlueConduit's machine learning and predictive modeling software to distressed communities throughout the U.S. and Canada. He recently co-authored a white paper on data science for LSL replacement with the Association of State Drinking Water Administrators (ASDWA) and is currently leading an effort on the American Water Works Association (AWWA)'s Lead in Water Subcommittee to develop a guide for service line replacement plans. Mr. Robinson has an MBA from the University of Michigan School of Business and an MS from the University of Michigan School for Environment and Sustainability.

Roxcee Stacker - BlueConduit's Vice President of Customer Success with over eight years of experience in the technology industry. She is passionate about helping clients succeed through the use of technology and has a proven track record of success in driving customer acquisition, retention, and growth. Roxcee currently oversees the successful implementation of several LCRR projects for BlueConduit, including Jackson MS, Brunswick County NC, Cary NC, Summerville SC and Toho Water Authority, FL. She is also an expert in data science, digital communications, and CRM.

Sheela Lal - Currently manages BlueConduit's relationships with public sector entities, elected officials, regulatory agencies, state revolving funds, nonprofit and philanthropic organizations. Since joining BlueConduit, she has succeeded in developing engagement and education strategies with state and local government agencies, greatly expanding awareness for the role of data science in Lead Service Line replacement activities. Prior to joining BlueConduit, Sheela held several leadership roles in the field of IT Consulting. She made significant contributions as a Program Officer for a global leader in IT Services, greatly improving business processes and improving supplier diversity. She holds an MBA from the University of Michigan, a BS in Statistics and a BA in International Studies, both from the University of Missouri.

Jared Webb - BlueConduit's Chief Data Scientist oversees all data science and predictive modeling activities as well as new product innovation, research and development. Mr. Webb's responsibilities include processing and analyzing customer data, managing relationships with technical service partners, and producing Machine Learning models. He has been a member of the BlueConduit team since 2016 and supported the development of the first ever lead service line machine learning model. Mr. Webb received his Undergraduate and Master's Degree in applied mathematics from Brigham Young University, where he focused on the mathematical foundations of machine learning models. Jared has authored several academic papers and publications showcasing the use of machine learning for lead service line identification.

Alice Berners-Lee, Ph.D is BlueConduit's Director of Data Science. Alice will leads all data science and predictive modeling activities for our clients. Her responsibilities include processing and analyzing customer data, managing relationships with technical service partners, and producing Machine Learning models. Alice has over a decade of experience writing custom code to analyze large and complex data sets, completing postdoctoral work at Harvard University and PhD work at Johns Hopkins University and UC Berkeley.

29 Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.

BlueConduit will process all orders relative to the products and services proposed in this response. Our teams of sales and business development professionals will work closely with Sourcewell's Members to define and understand their unique needs and will prepare a statement of work and quote accordingly. We will collaborate closely with our partner network to define a process for our partners to process orders through BlueConduit for participating members to meet all reporting requirements for Sourcewell.

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>At the forefront of all customer interaction and commitment to delivery and satisfaction is one of our principal purposes - to focus on maintaining integrity with our relationships with our customers. With this purpose, we clearly recognize the need for exceptional relationship management (which may include resolving technical issues and responding to product delivery, billing, and requests regarding statements of work). We also understand the need for efficient and transparent communication in order to keep Sourcwell Members' projects moving forward smoothly and successfully. The first step to ensure success in these areas is to define collaborative and clear SLA's and project timelines that meet Members' needs. It is standard practice for us to respond to email and phone requests within 1 business day.</p> <p>During a project kickoff and onboarding, we collaborate closely with our client to review the agreed upon statement of work, goals, objectives, project timeline and mutual expectations to ensure a successful project. We also host biweekly or monthly project cadence calls for periodic check-ins to address any delays, questions or conflicts that may impact delivery and results.</p> <p>Given the critical nature of the problems we are helping solve, we recognize transparency, urgency and communication are key. We have built streamlined QA/QC processes to ensure the quality of work we deliver to our clients exceeds expectations. We are confident that our customer success, project management and delivery teams will support daily needs and provide accessible, courteous, responsive and seamless customer service.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	BlueConduit and its valued subcontractor partners are fully willing and able to provide the proposed suite of products and services to all participating Sourcwell entities across the United States. In fact, we already have a combined presence in over 40 states and have our sales and delivery teams trained and specialized in state compliance requirements to serve the unique needs of our client's as it relates to their respective state regulations. One of our goals by the end of 2025 is to have presence in all 50 states.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	BlueConduit is fully willing and able to provide the proposed suite of products and services to all participating Sourcwell entities across Canada. In fact, we have had an active project for lead service line identification and replacement planning with Halifax, NS Canada since early 2021. While there is not a current regulation in Canada that is driving purchasing decisions and urgency to replace lead pipes like there is in the United States - there is a significant presense of lead service pipes in Canadian water systems. They face similar challenges with lead infrastructure and public health risk and we anticipate forthcoming policy and regulation regarding the removal of lead pipes - therefor the Canadian market has the potential to significantly grow over the course of this contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States that are excluded from being eligible to purchase the products and services offered in this contract.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	The products and services requested in this RFP and scope of work are specific to the water utility/local government/state government industry, and therefore, education and not-for profit entities do not have a relevant need to purchase these products and services.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	BlueConduit does not have any contract restrictions for participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>BlueConduit's marketing goal is to promote the efficiency and ease of the new Sourcewell contract to increase Member awareness, participation, and improved sourcing experience. We expect Sourcewell to be a primary contract vehicle for our local government customers and, accordingly, with our subcontractor partners, we will market this opportunity to our customers and prospective customers in 4 core ways:</p> <ul style="list-style-type: none"> --Co-branded materials --Sales team enablement & collateral --Customer education & content --Outreach & promotion via marketing channels <p>Co-branded materials BlueConduit and Sourcewell co-branded materials will help customers and prospective customers easily identify Sourcewell as a sourcing option for accessing BlueConduit products & services. Co-branded materials will include, but will not be limited to:</p> <ul style="list-style-type: none"> --Prominent Sourcewell logo on BlueConduit website --Sourcewell landing page on BlueConduit website --Co-branded conference and event signs & collateral <p>Sales team enablement & collateral Our Sales team spends a lot of time talking to prospective customers about sourcing options and opportunities. The Sales team will be trained on Sourcewell contracting specifics and provided with written, co-branded materials to share with prospects regarding Sourcewell procurement specifics and process. Sales team enablement will include, but is not limited to:</p> <ul style="list-style-type: none"> --Regular, ongoing Sales team training --Co-branded 1 pager(s) on Sourcewell benefits & process --Sourcewell logo & snippets for email communication --Sourcewell slide(s) for Sales pitch deck <p>Customer education & content BlueConduit's marketing engine is driven by content and we'll promote our Sourcewell contract via content to educate our customers on Sourcewell benefits & opportunities. This content will include, but is not limited to:</p> <ul style="list-style-type: none"> --Press release to announce contract --Press kit for customers who procure via Sourcewell contract --Blog posts focused on Sourcewell contract & benefits of procurement via Sourcewell --Case studies highlighting customers who use Sourcewell for procurement --Email snippets for marketing emails <p>Outreach & promotion via marketing channels All of our customer education & content (listed above) will be promoted via our marketing channels including, but not limited to:</p> <ul style="list-style-type: none"> --Ongoing customer email series (monthly+) --Social channels including LinkedIn and X --Partner newsletters and news aggregators (ex, Water Online) --Paid search ads via Google, Microsoft
37	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>The BlueConduit marketing team uses a variety of platforms, metrics, and data to assess the impact of our marketing efforts.</p> <p>All of the content we publish on our website (blogs, press releases, case studies, white papers, etc) are SEO optimized and distributed via multiple online channels, including social media (LinkedIn, X) and email using our CRM software (HubSpot). We drive traffic to our website via organic search using SEO optimization as well as paid search focused on relevant key words.</p> <p>We utilize metrics from multiple platforms:</p> <ul style="list-style-type: none"> --Google Analytics to assess website engagement as well as GoogleAd Words performance --Microsoft Ads analytics --Hubspot analytics to track website engagement and conversion --CoSchedule and LinkedIn Analytics to track social engagement <p>Our conversion analytics show that the majority of our customers come to us via organic and paid search, driven by content and our website optimization. This is why we focus a lot of marketing attention on content creation and customer education. We are also able to track lead source more with more granularity in HubSpot, which will give us insight into the effectiveness of our Sourcewell marketing efforts on driving new sales.</p>

38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>In our view, it is primarily BlueConduit's role (along with our subcontractor partners) to promote this contract; Sourcewell has already provided the value of an efficient contracting solution and strong marketplace credibility and trust.</p> <p>We plan to train our Sales team intensively regarding the Sourcewell contract, as we expect it will be a primary vehicle for local government sales. This ongoing training will include, but not be limited to:</p> <ul style="list-style-type: none"> --What is Sourcewell & how does it support local government procurement --How can local governments become Sourcewell Members --The specifics of the BlueConduit / Sourcewell contract <p>Sales team members will also be provided with co-branded resources to promote this contract, including but not limited to:</p> <ul style="list-style-type: none"> --Co-branded conference and event signs & collateral --Co-branded 1 pager(s) on Sourcewell benefits & process --Sourcewell logo & snippets for email communication --Sourcewell slide(s) for Sales pitch deck 	*
39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Our products and services are highly customizable and unique for every customer based on their specific circumstances, needs and dataset; therefore, they are not currently available via an e-procurement ordering process.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, software, or operator and software user training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, ongoing support availability, and any costs that apply.	Included in our platform service offering is training for Sourcewell Members to effectively utilize our software tools. We offer varying degrees of training based on user persona and the tools they need to interact with. Common training topics include loading and updating data, navigating applications and dashboards, explainability of predictive modeling results and compliance reporting. We also educate and train our customers on state and federal compliance requirements. Costs are outlined in our pricing detail spreadsheet.
41	Describe any technological advances that your proposed products or services offer.	BlueConduit pioneered the machine learning approach and predictive modeling method to identify lead service lines and prioritize replacements. The use of our methods and technology allow public water systems to quickly and efficiently replace lead service pipes and avoid unnecessary digging.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a service and software provider and not a hardware manufacturer, BlueConduit naturally has a low impact on the environment. That said, we are always mindful of our impact and carbon footprint. Our environmental goals are supported by these focus areas: Energy Use: Fully remote workforce Business Travel: Primary use of teleconferencing and other collaborative virtual tools to limit the number of business trips
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	This is not applicable. As a service and software provider, BlueConduit does not manufacturer any equipment or products and therefore has not received any third-party eco-labels, ratings or certifications.
44	Describe the capabilities of products and services offered to meet EPA guidelines for funding, reporting, and products such as test kits.	BlueConduit's products and services are closely aligned to the recommended EPA Guidance for Developing and Maintaining a Service Line Inventory, where our work is cited several times. All inventory and replacement management tools and services we deploy are configured and tailored to meet compliance reporting requirements at the federal (EPA) and state primacy agency level. Our predictive modeling and statistical analysis services, recognized as an approved verification method by the EPA, support water systems with actionable data to better secure available funding for replacements. By narrowing down the likelihood of presence of lead throughout their water system, they can reduce uncertainty about risk and more efficiently plan for replacements. Through our partners like 120Water, we offer Members a wider array of products and services as it relates to LCRR compliance and EPA guidelines for funding, reporting and water sample kits.
45	Describe how your company will help with navigating any federal, state, or local level funding, credits, or other similar funds.	Our services, with the support of subcontractors, include assisting utilities apply for and manage infrastructure funding for LSLI and LSLR programs through local, state and federal sources such as State Revolving Funds (SRFs).
46	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	This is not applicable. BlueConduit nor its proposed subcontractors maintain WMBE, SBE or SDVOSB certifications.
47	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BlueConduit is the industry leader for the use and application of predictive modeling and statistical analysis for lead service line inventory and replacement management. Our predictive analytics allow water systems to significantly reduce the unknown materials in their inventory, as many states allow our material predictions to be utilized as a verification method to classify materials.

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
48	Describe any performance standards or guarantees that apply to your services	BlueConduit is committed to serving its customers with the highest level of professionalism. Selecting our internal team for each project is a deliberate process driven by our understanding of the Member's objectives, the scope of work, and the respective State LCRR requirements. We present a team of experienced, scientifically trained professionals who all share the same passion for universal access to clean drinking water and a lead-free future. They understand the critical nature of getting the lead out of our nation's drinking water and empowering communities through information and accountability.
49	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	BlueConduit employs a series of project management and delivery workflows to ensure successful delivery of all products and services. We observe metrics as it relates to milestone deadlines, customer satisfaction and retention and NPS.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	Describe your payment terms and accepted payment methods.	BlueConduit's standard payment terms are NET30 and we accept check or bank/wire transfer.
51	Describe any leasing or financing options available for use by educational or governmental entities.	BlueConduit does not offer any leasing or financing options - however clients are able to utilize many different federal and state funding sources and grants to procure BlueConduit's products and services as it relates to Lead Service Line Inventory and Replacement.
52	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	"The standard BlueConduit Deliverable Production Agreement template is uploaded to the documents section. Each client will have a custom statement of work in Attachment A. The standard 120Water Master Licensing Agreement Template is uploaded to the documents section."
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	BlueConduit does not accept p-card procurement and/or credit card payment.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	BlueConduit is offering discounts that range from 5-20% off standard pricing at the product and service category level. Pricing details along with a full catalog of current products and services is uploaded to the documents section of this response.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	BlueConduit is offering discounts that range from 5-20% off standard pricing at the product and service category level. Pricing details along with a full catalog of current products and services is uploaded to the documents section of this response.
56	Describe any quantity or volume discounts or rebate programs that you offer.	BlueConduit offers further discounts based on volume and number of service line connections in water systems. Our pricing structure scales to support water systems of all sizes.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This is not currently applicable, however if the need for facilitating sourced products or related services which are not currently included, we would employ a similar discount structure as the rest of our products and services for Sourcewell Members.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no elements of the total cost of acquisition that are not included in the pricing submitted with our response.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are no additional freight, delivery, or shipping costs for the Sourcewell participating entities.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no additional freight, delivery, or shipping costs for the Sourcewell participating entities in Alaska, Hawaii, Canada, or any offshore delivery.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	BlueConduit has the ability to deliver our inventory data and replacement management tools, products and services directly to a client's existing Esri ArcGIS online environment, allowing the client to control, own and maintain the source of inventory truth. Additionally, through our subcontractor 120Water, they have the ability to utilize an external software platform to manage their inventory data and compliance. These tools offer varying degrees of features and services, therefore meeting a customer where they are in their journey and giving them a breadth of options to best suit their needs, rather than forcing them in one direction or another.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We take compliance very seriously, and as such, BlueConduit's customer success team have a specific duty to track contracts, including compliance with the applicable terms. In working with public sector clients over the years, BlueConduit has established extensive internal processes throughout contracting and delivery. Our financial, CRM and customer success tools will allow us to provide consistent pricing, easily generate the quarterly sales reports, and efficiently process the administrative fee.
64	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Success metrics for this vehicle will include without limitation time-to-close for new clients, deal volume, and client satisfaction with the contracting process.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	BlueConduit proposes a 1% administrative fee paid to Sourcewell for facilitating, managing and promoting the Sourcewell contract.

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

Line Item	Question	Response *
66	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>BlueConduit's proposed products and services catalog is very robust to support all needs for water service line inventory and replacement management and compliance, including:</p> <ul style="list-style-type: none"> Inventory Development and Preparation (Public and Private Sides) Data Management Platforms Data Science Analysis Data Collection and Loading Predictive Modeling Statistical Analysis Service Line Material Predictions (Likelihood of Lead) Compliance Tracking State-Level Compliance EPA Compliance Recommended Field Investigation Sites Project and Program Management Field Inspection Services System Integrations with GIS Replacement Planning and Management LCRI and LCRR Compliance Support Education and Training Tap Card Digitization Application Deployment and Configuration Strategy for Reducing Unknowns Technical Assistance <p>Compliance:</p> <ol style="list-style-type: none"> 1. Compliant Inventory Export (State and EPA) 2. Water Sample Kits 3. Water Sample Analysis 4. Pitcher/Filter Kits 5. Communications 6. Dashboards for tracking and stakeholder updates 7. Public-Facing Maps 8. Automated reports for state submittals and notifications to the customer

67	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Categories: Professional Services Platform-as-a-Service Compliance</p> <p>Subcategories: Machine Learning Platform PWS Pro Platform LCRR LIF Sampling Module SFTP Connector Comms + PTD Inventory Preparation Implementation Program Management Internal Education & Training Inspection Services & Replacement Planning Data Management Public Outreach & Communication Other Technical Assistance LCRR Managed Services Advanced Data Services Data Enrichment Dedicated Project Management Water Sample Kits Water Sample Analysis Pitcher/Filter Kits Communications</p>
68	Describe the roles Software, AI, and Predictive Modeling have in regard to Water Line Inventory and Management Systems you are offering.	<p>BlueConduit's mission and history is rooted in communities burdened by lead contamination in their water supply. During the City of Flint's water crisis in 2016, University of Michigan researchers analyzed city data to provide statistical and algorithmic support to guide decision-making and data collection. This team of researchers pioneered the approach of using data science and machine learning for lead service line inventory and replacement projects, from which BlueConduit was born. Those initial insights, combined with seven additional years of work in this space, are built into BlueConduit's current solution offering and continue to empower water systems to successfully locate, prioritize and remove their lead service lines.</p> <p>Backend software infrastructure tools such as Esri ArcGIS Online, AWS and Databricks are also utilized by our team to support data management, data analysis, machine learning and predictive modeling.</p> <p>Our approach provides clients with the likelihood of lead at the address-level to efficiently manage their unknown service lines on each the public and private sides of the service line.</p> <p>As the first to market and most well known industry leader, BlueConduit's proprietary machine learning and algorithmic methods remain at the core of our products and services for Lead Service Line Inventory and is the differentiator that sets us apart from our competition in this space.</p>
69	Describe mapping and other methods of presenting accumulated Water Service Line data both internally and externally (to the public).	<p>BlueConduit is partnered with Esri (the industry leading GIS provider) to deliver a best-in-class, GIS-based Lead Service Line Inventory software solution. By combining the Esri ArcGIS Online technical architecture with BlueConduit's robust data analytics, service line inventory management and compliance is simplified and efficient. Our predictive model and machine learning capabilities are seamlessly integrated with the Esri Lead Service Line Inventory Solution to provide simplified data management and robust internal and external facing maps to communicate necessary and required service line data to all citizens and stakeholders.</p>

70	Describe software and data ingestion and reporting capabilities; are they customizable, suitable for reporting at multiple levels of government, and how is data stored.	<p>Data ingestion into our solution involves a streamlined procedure where we or our customers upload datasets directly into the platform. This includes selecting the relevant files or databases containing spatial information and initiating the upload process. We leverage the 'Add Item' functionality in ArcGIS Online, allowing users to upload various data file formats, such as shapefiles, CSVs, or geodatabases. For more extensive datasets or bulk uploads, other options like the ArcGIS API for Python are available. In the cases where data are not available in ArcGIS Online, our team deploys a series of processes, based on the needs of the client and the status of their data, to help convert unstructured data to a standard schema that is then ingested through proprietary code and then managed throughout the lifecycle of the respective projects. From there, data are stored within hosted feature layers, which serve as a centralized and organized repository for spatial information. These layers support various data types, including points, lines, polygons, and tabular data, allowing for the representation of diverse geographic datasets. The storage structure is based on a cloud-based architecture, that facilitates efficient retrieval and analysis, and employs scalable and redundant storage mechanisms, ensuring data durability and availability. BlueConduit provides a wide range of reports suitable for multiple levels of government that is customized for the customer's specific use case and project status. These reports include the following:</p> <ul style="list-style-type: none"> -- A Data Summary Report, i.e. a summary of the ingested data and the generated lead service line inventory. -- An Inventory Protocol report, i.e. a documented list of steps that describe how the data was transformed to meet compliance. -- An Inspection List Report , i.e. figures, statistics, and information explaining the process of how BlueConduit generated the customer's representative sample. -- An Explainability Report, i.e. charts, figures, metrics, and explanations of the BlueConduit predictive model results and comparisons. -- A Compliance Report, i.e. comprehensive compliance report, based on state-specific requirements to be provided to regulators, that documents methodologies and evidence for inventory material classification.
71	Do you offer sampling kits, and if so, describe the kits, the complete logistics process from request to user to lab to reporting. Additionally, are you able to drop ship kits direct to consumers and facilities?	<p>Our subcontractor, 120Water offers water sampling kits for compliance management. The kits are direct/drop shipped with the appropriate number of bottles, chain of custody forms and any other required documentation for the program and instructions with links to instructional content within the kit. 120Water uploads the testing locations into their platform and adds them to a program that tracks kit progress from shipped, delivered, received at lab, analyzed and results letter delivered to the customer. The kits also include return labels so the customer can simply fill up the bottle, put it back in the box and it routes directly to the lab for testing.</p>
72	Describe what is being offered in detail specifically related to Water Service Line replacement implementation including ongoing or updated data tracking.	<p>The BlueConduit experience in Esri allows our users to manage the replacement of verified and high probability lead service lines directly in the our user interface. Alternatively, or in parallel, our users can utilize workflows that may already exist at their GIS department. The related attributes that can be utilized include "Replacement Status", "Scheduled Replacement Date", and "Reason for Replacement" and our users can filters to view properties where service lines need replacement or by material category. Another key feature is the ability to manage either a single location or a group of lead service line points using one of the selection tools and update the values for all the selected features at once. With the data being seamlessly synchronized across a unified source of truth, and interlinked with all our tools, it results in a dynamic and interconnected ecosystem from inspection to predictions to replacement. This integration ensures that data are automatically updated and consistent across all applications, providing real-time and ongoing accuracy. It is important to note that permissions to change attributes are controlled by the user's organization and the experience can be configured based on their unique needs.</p>
73	Describe any future products or services, or expansion of current products and/or services that may occur during the life of the contract.	<p>BlueConduit is currently developing an expanded solution for replacement planning and execution which will include the ability to dynamically overlay and prioritize replacements based on various risk factors and coordination with other capital/asset management projects. To supplement the decision support provided by this solution, our customers will also gain access to a document builder that will assist in creating compliant lead service line inventory and replacement documentation based on their unique needs. We are also working to expand our technology partnerships and integrations with Enterprise Asset Management Solutions.</p> <p>Considering the evolving compliance needs regarding lead service line replacements, we plan to continue growth, innovation and product development for supporting Sourcewell Members to effectively manage and meet compliance, while improving public health with efficient and effective replacement strategies and tools.</p>

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

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

Line Item	Category or Type	Offered *	Comments
74	Internal education and training of participating entity staff.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Technical assistance.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Preparation and development of water service line inventory for both public and private side of lines such as records review, digitization, predictive modeling, verification, mapping, management and provisioning of sampling kits, and training on the usage of inventory systems and sampling kits.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
77	Underground inspection and replacement planning.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
78	Ingestion databases and reporting, such as software for regulatory oversight and management of submissions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
79	Communication and education for communities, such as programmatic outreach, educational materials and, promotional materials.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

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

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

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

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

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

- [Pricing](#) - Product_Price Catalog for Sourcewell_FINAL.xlsx - Thursday January 25, 2024 15:42:45
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Sourcewell Sample Transaction Documents.zip - Thursday January 25, 2024 08:58:52
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ian Robinson, President/COO, Abernethy Schwartz Partners LLC

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

Yes No

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

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

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