



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Voda Inc., 50 Milk St., Floor 15, Boston, MA 02109 (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 and Products 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. In addition, Supplier represents and warrants as to Services, using commercially reasonable efforts (i) that the Services identified in the Proposal will produce recommendations that are based upon assumptions made in good faith and that Supplier believes are reasonable, (ii) that the Services identified in the Proposal will produce recommendations that will be made in light of all circumstances reasonably known to it and are not to be viewed as facts or predictions (iii) that the actual results from implementing the recommendations resulting from the Services identified in the Proposal may differ from those intended by such recommendations and (iv) Services shall be performed in accordance with standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, at the time and in the same geographical regions as the Services described in this Contract.

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves

in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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;

provided, however, no such termination shall abrogate or limit the Participating Entity's obligations to pay for Equipment, Products or Services provided by Supplier prior to the date of termination.

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by 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 reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent 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.
5. For the avoidance of doubt, and notwithstanding anything in this Contract to the contrary, Supplier is the sole and exclusive owner of all right, title, and interest in

its pre-existing underlying technology and intellectual property, including but not limited to proprietary machine learning engine, all software code and methodologies, and its software graphical user interface (collectively, "Supplier IP") and any enhancements, derivatives, and/or extensions thereto, and, are not and shall not be considered works made for hire nor "Work Product" and will be used to create the deliverables identified in Supplier's Proposal. No license to the use of Supplier IP is created by this Contract.

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*  
Workers' Compensation: As required by any applicable law or regulation.

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities. In the event a Participating Entity's jurisdiction requires a specific license, bond or permit not required generally by most Participating Entities, it is the responsibility of the Participating Entity whose jurisdiction requires such license, bond or permit to so inform Supplier in advance.

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

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that



takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

## **22. CANCELLATION**

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

Sourcewell

Voda Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
4/9/2024 | 12:32 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Cory Sides*  
1AA80B1D60474C4...  
By: \_\_\_\_\_  
Cory Sides  
Title: SVP of Sales  
4/9/2024 | 12:29 PM CDT  
Date: \_\_\_\_\_

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

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## Vendor Details

Company Name: Voda Inc  
Does your company conduct business under any other name? If yes, please state: VODA.ai  
Address: 50 Milk Street  
FI 15  
Boston, Massachusetts 02109  
Contact: Kyra Dubinsky  
Email: email@voda.ai  
Phone: 617-500-2758  
Fax: 617-507-1290  
HST#: 82-1495506

## Submission Details

Created On: Thursday January 11, 2024 15:04:37  
Submitted On: Wednesday January 24, 2024 18:02:46  
Submitted By: Cory Sides  
Email: cory@voda.ai  
Transaction #: 9ae03b95-f6f0-4503-808d-ceb8ec6ad9bd  
Submitter's IP Address: 12.36.222.130

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## 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")	Voda Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	VODA.ai has no subsidiaries. We have included an hourly rate table for Arcadis who may act as an optional subcontractor for VODA.ai.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	VODA.ai
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM: Z7VNCQF2QUS9
5	Proposer Physical Address:	50 Milk St, Floor 15, Boston, MA 02109
6	Proposer website address (or addresses):	www.voda.ai
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):	Cory Sides, SVP of Sales, cory@voda.ai, 704.775.5365
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Cory Sides, SVP of Sales, 50 Milk Street, Boston, MA 02109, cory@voda.ai, 704.775.5365
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	George Efstatos, VP of Sales-Northeast, 50 Milk Street, Floor 15, Boston, MA 02109, gne@voda.ai, 609.892.0345; Bridget Garlinghouse, Director of Sales-West, 50 Milk Street, Floor 15, Boston, MA 02109, bridget@voda.ai, 503.358.1920, Joe Engram, Director of Sales-Southeast, 50 Milk Street, Floor 15, Boston, MA 02109, joe@voda.ai, 864-538-8036

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

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	VODA.ai was founded in Boston in 2017 with the stated goal to Empower utilities to improve the lives of a billion people. Since that time we've worked with utilities in 17 states, 5 countries, and analyzed over 1 million miles of pipe. Our original focus was using Artificial Intelligence (AI) to analyse water main failures and predict which pipes were going to fail next in order to improve capital planning and reduce water loss. We have enjoyed great success and currently have partnerships with several of the leading water agencies across the US. We later expanded our offering to wastewater and then in 2021, due to requests from many of our existing clients, we started trials using our purpose-built AI engine, daVinci, to analyze service line material and predict where utilities were most likely to find lead service lines. To date we have examined over 1 million services in 8 different states and expanded our offering to include predicitions for galvanized services and developed advanced statistical models to help utilities who have no history of lead, but still need to prove it. By combining our risk modeling tools for mains with our lead service predictions, utilities can better use limited capital resources to remediate and remove lead and other hazardous service lines while reducing water loss and disruptions. At VODA.ai we believe clean drinking water is a scarce and vital resource that is increasingly becoming more expensive. It's also the reason we are in business. We are helping utilities around the globe lower their water loss and improve drinking water quality through better planning, science, and improved decision making.

11	What are your company's expectations in the event of an award?	In the event of award, we will aggressively leverage the awarded contract to reduce the utility procurement cycle and help utilities complete their lead service line inventory and improve capital planning faster. We have a strong partner network across the US (more on that in a later section) and together we bring a vast array of solutions to utilities. Unfortunately, procurement delays often negatively impact utilities' ability to leverage available technologies and our goal is to use the awarded contract to bring our solutions to more utilities directly and through our partner network. Our plan is to use marketing and sales resources at our disposal to educate customers across the US on the availability of the Sourcewell contract.	*
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.	VODA.ai is a stable, growing business. Leadership has taken extensive actions to ensure budgeting, runway, and growth models are conservative and realistic. Both annual revenue and bookings have increased year over year, and we have strong credit. Please see the uploads section for letters of reference from our credit and banking institutions.	*
13	What is your US market share for the solutions that you are proposing?	Understanding our market share depends on how this is measured. To our knowledge there are no available reports on the overall US Utility Market investments into AI software or similar solutions for lead service lines and capital planning. We estimate our share of the total market (by total number of US water utilities) is less than 1%. VODA.ai currently has more than 50 US utility customers, but this doesn't represent a large share of the greater than 50,000 US water utilities. We estimate that we have somewhere between 10% and 20% of the available market when comparing ourselves to similar products and solutions. Our subcontractor Arcadis is a leader in helping public water systems with their lead and copper compliance, actively working with nearly 1,700 utilities across the US today on lead and copper projects.	*
14	What is your Canadian market share for the solutions that you are proposing?	We have not marketed or sold our solutions in Canada to date. For lead service lines, the new regulations from the US EPA don't apply to Canadian utilities. We believe our Risk Modeling and Capital Planning solutions will be very positively viewed by Canadian utilities.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	VODA.ai is a Software-as-a-Service (SaaS) provider. Our software platform is proprietary, and all IP is wholly owned by VODA.ai. We deliver SaaS solutions to utilities that use predictive modeling to (1) complete more accurate lead service line inventories with the minimum number of field visits, (2) identify water and wastewater mains at the highest risk of failure, and (3) leverage these results to build water main and service line renewal and replacement plans that maximize the efficient use of available capital funds and allow utilities to achieve level of service goals. We provide all necessary professional services to onboard new customers including auditing, analyzing, and understanding of customer information, delivering the results in a timely and professional manner, creating a unique user interface for each utility where customers can view the results and use analytics and other configurations to create project plans, providing access and training to utility users, and providing best-in-class support for our clients. Our SaaS solutions are delivered in a cloud-based subscription model. VODA.ai has a dedicated sales team of 5 full-time sales employees that are regionally located across the US with responsibility for the Northeast, Southeast, Central, and West regions. In addition to direct sales, we have a strong network of authorized distributors and resellers across the US and Canada. These include various engineering consulting partners and our exclusive partnership with Ferguson Waterworks in the US. Ferguson has over 100 municipal representatives across the US and branch locations in most US states and offers various smart water tools including service line inspection products. VODA.ai sells direct to many utilities depending on the specific solutions desired and utility's needs, as well as their geographic location and procurement preferences. VODA.ai has also included Arcadis as a subcontractor. Arcadis has over 60 experts in LCRR projects at locations across the US.	*
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.	There are no known certifications or licenses required to be held our organization in pursuit of the business contemplated by this RFP. For the avoidance of doubt, VODA.ai is not a professional engineering company or service provider. We provide SaaS solutions that utilities can use to generate predictive models for the completion of their lead service line inventories. The responsibility for accurate, timely completion and submittal of the inventory rests with the utility.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	VODA.ai has never been suspended or disbarred by any utility or other customer.	*

**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	We've been recognized for awards from various industry organizations including MyTechMag, CIO Review Magazine – Utilities Tech Edition, Daily Finance, CIO Applications Magazine, Enterprise Technology Review, Analytics Insight Magazine, Industry-Era Magazine, ITO Magazine, The Silicon Review, Energy CIO Insights, Utilities Tech Outlook, and more. However, we are proudest of our achievements over the past 3 Smart Water Summits. The Smart Water Summit is an annual conference which brings together approximately 100 utility executives from water utilities across the US. Over the course of the summit they see presentations from over 40 vendors and vote on several key awards. For the past 2 years (2022 and 2023) VODA.ai has been voted as the BEST SMART WATER SOLUTION, which is the top overall award given to the best technology as voted by the attendees. This award cannot be won through sponsorship or other methods. In addition, at our very first Smart Water Summit in 2021, we were voted as the VENDOR TO WATCH for the most innovative new technology or company. We also received this award in 2023 when we took home 2 of the 3 top awards, the other being BEST SMART WATER SOLUTION. We can provide more awards and information upon request, but you can read about our most recent award here. <a href="https://www.waterworld.com/water-utility-management/smart-water-utility/press-release/14299604/vodaai-wins-best-smart-water-solution-at-sws23">https://www.waterworld.com/water-utility-management/smart-water-utility/press-release/14299604/vodaai-wins-best-smart-water-solution-at-sws23</a> .
20	What percentage of your sales are to the governmental sector in the past three years	100%. All of VODA.ai's sales over the past 3 years are to the governmental sector. This includes sales to both to both direct and indirect sales channels.
21	What percentage of your sales are to the education sector in the past three years	0%. VODA.ai is solely focused on the water and wastewater utility sector today.
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?	VODA.ai is an AI-based SaaS solution provider. As this is a relatively new market and solution, all of our existing sales are via direct or indirect sales contracts or purchase orders to utility clients. To our knowledge we do not hold any state, provincial, or cooperative purchasing contracts.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	VODA.ai is an AI-based SaaS solution provider. As this is a relatively new market and solution, all of our existing sales are via direct or indirect sales contracts or purchase orders to utility clients. To our knowledge we do not hold GSA contracts or Standing Offer and Supply Arrangements.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
City of Rock Hill, SC	Maurice Walsh	803.325.2676
City of Southington, CT	Doug Arndt	860.628.5593
Las Vegas Valley Water District, NV	Nass Diallo	702.259.8173
Tucson Water, AZ	Scott Schladweiler	520.837.2112
Nob Hill Water Association, WA	Zella West	509.966.0272

**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 *	
Entity Name Not Included	Government	Nevada - NV	AI predictive modeling software provider for risk of failure and lead service lines	\$50k - \$250k	\$300k +	*
Entity Name Not Included	Government	Texas - TX	AI predictive modeling software provider for lead service lines	\$250k +	\$250k +	*
Entity Name Not Included	Government	Arizona - AZ	AI predictive modeling software provider for risk of failure	\$50k - \$250k	\$250k +	*
Entity Name Not Included	Government	Virginia - VA	AI predictive modeling software provider for lead service lines	\$50k - \$250k	\$150k +	*
Entity Name Not Included	Government	Massachusetts - MA	AI predictive modeling software provider for lead service lines	\$50k - \$250k	\$150k +	*

**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.	VODA.ai currently has a sales force that consists of 5 full time employees. This includes 4 regional sales people distributed across the US who cover the Northeast, Southeast, Central, and West regions, along with a full-time Sales Development Rep. In 2024 we plan to add another Sales Development Rep along with another dedicated regional sales person. VODA.ai sales are solely focused on the commercial aspects of our business and building our customer base. When a new customer is onboarded, we have a dedicated Customer Success Manager who is responsible for delivering any professional services related to creation and configuration of the software, training utility users, and providing first line support for any post sale technical issues. We are also adding additional members to our Customer Success Team in 2024. Our subcontractor Arcadis has over 60 LCRR experts across the US.	*
27	Dealer network or other distribution methods.	VODA.ai has a strong distributor and partner network across the US. Ferguson Waterworks is our exclusive distributor / reseller. Ferguson has over 100 dedicated municipal water salespeople across the US and over 1,500 branch locations. Ferguson also delivers additional digital water solutions and services which may compliment utilities' efforts to complete their lead service line inventory and replacements. This includes access to verification products and services in addition to their contractor and material supply network for service materials, fittings, and more. Additionally, VODA.ai has strong partnerships with several of the leading consulting and engineering firms across the US. In these cases, VODA.ai may act as a subcontractor to the consulting firm who can resell the service, and we have also provided options where one of our key strategic partners, Arcadis, can act as a subcontractor to VODA.ai to assist with the timely completion of the inventory and offer guidance on regulatory compliance and methodologies to aid utilities in completing their inventory as efficiently and as accurately as possible. Arcadis has over 120 offices across the US. Our partner network will help us to aggressively promote the Sourcewell contract and increase client awareness of the available solutions.	*
28	Service force.	VODA.ai has a dedicated Customer Success Team. When a new customer is onboarded, our Customer Success Manager is responsible for delivering any professional services related to creation and configuration of the software, training utility users, and providing first line support for any post sale technical issues. We also have a team that consists of 5 full-time data scientists and 5 software developers who are responsible for our front-end User Interface (UI) and back-end machine learning algorithms. This team develops new releases and enhancements and also supports our Customer Success Team on any technical issues (these are rare).	*



29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Customers may contact VODA.ai either directly or through one of our partners such as Ferguson Waterworks. Customers receive the same level of service and support from VODA.ai regardless. Customers who choose to purchase through Ferguson or other partners may receive the added benefit of additional services or solutions. Purchase orders may be placed directly with VODA.ai or through Ferguson depending on the customer circumstances and needs. Regardless of direct or indirect sales channels, all customers are required to sign VODA.ai's End User Access and Service Agreement or a similar document with VODA.ai. VODA.ai's role for all customers is to deliver the software solution, train the utility staff, and provide post sale technical support. Our partners, such as Ferguson, exponentially increase our access to customers with over 100 salespeople focused on the municipalities across the country and are able to educate customers about the benefits of VODA.ai, and the availability of procurement vehicles such as 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.	We have uploaded our standard SLA agreement for your review. In short, we guarantee 99.5% uptime of our services and will acknowledge all issues within 1 business day. Critical issues will be remedied within 1 business day and non-critical issues within 2 business days. Any minor corrections or fixes will be completed with 5 business days.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	VODA.ai is willing and able to provide our services to Sourcewell participating entities across the US. We can provide these services on either a direct or indirect (through a channel partner) depending on certain factors including the best interest of the utility, local representation, and other factors. Our channel partner network, including Ferguson Waterworks, provides us with a dedicated municipal sales team of over 100 people across the US. Purchase orders may be issued either to VODA.ai or through a channel partner, depending on the case. All participating entity end users will be required to sign VODA.ai's standard End User Access and Service Agreement or similar contract. Our process for onboarding new utility clients is well developed and our commercial (sales) and professional services (customer success) teams are fully staffed to assist new customers and can be scaled quickly if needed. VODA.ai and our partners plan to aggressively promote any resulting contracts Sourcewell contract to minimize the procurement cycle, provide more of our solutions to end users, and help more utilities identify and reduce sources of lead in the drinking water and unnecessary water loss.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	VODA.ai is willing and able to provide our services to Sourcewell participating entities across Canada. We can provide these services on either a direct or indirect (through a channel partner) depending on certain factors including the best interest of the utility, local representation, and other factors. Purchase orders may be issued either to VODA.ai or through a channel partner, depending on the case. All participating entity end users will be required to sign VODA.ai's standard End User Access and Service Agreement or similar contract. Our process for onboarding new utility clients is well developed and our commercial (sales) and professional services (customer success) teams are fully staffed to assist new customers and can be scaled quickly if needed. We hope to leverage the Sourcewell contract to minimize the procurement cycle, provide more of our solutions to end users, and help more utilities identify and reduce sources of lead in the drinking water and unnecessary water loss.	*
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 known areas of the US or Canada which we will not serve with the Sourcewell contract. For the avoidance of doubt, VODA.ai reserves the right to serve our customer's procurement or contractual needs in any manner which they or we deem to be in our or their best interest and make no commitment or other guarantee regarding the participation or use of the Sourcewell contract by our customers or prospects.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	VODA.ai is a developer and provider of software solutions designed specifically for water and wastewater utilities. As such we do not expect to serve education or other non-utility sectors but would allow them to participate if there was a need. Our company offers solutions to utilities across the US and Canada and there are no known sectors who would not be allowed to participate if interested and we do not have any limits imposed by competing cooperatives or contracts at this time. However, we expect some utility policies or general practices may not allow them to participate. For the avoidance of doubt, VODA.ai reserves the right to serve our customer's procurement or contractual needs in any manner which they or we deem to be in our or their best interest and make no commitment or other guarantee regarding the participation or use of the Sourcewell contract by our customers or prospects.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska, or US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We plan to aggressively promote the Sourcwell contract at utilities across the country to increase our customer base and reduce the procurement cycle and workload for interested participating entities. We would expect this to include existing participating entities as well as customers who may not be aware fo the Sourcwell contract. VODA.ai's marketing activities, collateral, and other materials are focused on digital media such as LinkedIn and other social media channels and participation at national and local industry tradeshows and conferences. If awarded, our intent is to leverage these and other channels to promote the contract opportunity and increase utility awareness of both our services and new available methods for procurement which make our solutions easier to access for utilities who struggle with long procurement cycles. Our intent is to encourage marketing participation not only by VODA.ai but also our channel partners. Our nationwide network of partners will be key in spreading "word of mouth" for the new contract availability for utilities. Despite the proliferation of digital media, this is often still the most effective method for creating awareness within the government utility market for specialized products and services such as AI software for completing lead service line inventories. Promotional material such as brochures, handouts, and QR codes may be used at conferences, along with advertisement on our company website at <a href="http://www.voda.ai">www.voda.ai</a> .
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	VODA.ai is an active participant on LinkedIn and X (formerly Twitter) with over 4.4k followers combined across the platforms. We typically post 2 - 4 times per month with new product announcements, notification of participation at industry events, or other informative or friendly updates. You can view us at <a href="https://www.linkedin.com/company/voda-ai">https://www.linkedin.com/company/voda-ai</a> and at <a href="https://twitter.com/VODAAi">https://twitter.com/VODAAi</a> . Our online presence gives us access to thousands of utility executives across the country who may be interested in leveraging the Sourcwell contract.
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	VODA.ai doesn't have any expectations for promotion or marketing of any resulting contract on the part of Sourcwell, but any efforts are welcomed and appreciated. In our experience, procurement and contracting is typically the last step in sales / buy cycle. This takes place after the utility has identified a need or area for improvement and identified one or more solution providers who provide products or services which will meet their needs or goals. Awareness of available solutions such as VODA.ai typically happens through marketing, conferences, local sales teams, networking with other utilities, or similar activites. However, once a vendor or vendors have been identified, the procurement process (quotes, sole sources, RFPs, RFQs, etc.) can negatively impact their ability to purchase and often derails it completely depending on a utility's workload and ability to navigate a long competitive process. The ability for participating entities to leverage the Sourcwell contract and have access to competitively bid solutions and services will allow government utilities to make decisions faster and have access to valuable tools to help them complete their lead service line inventory.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At this time VODA.ai doesn't offer an e-procurement ordering process, although some of our channel partners may. We have explored the use of online registration and pay, but this is not offered at this time.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, software, or operator and software user training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, ongoing support availability, and any costs that apply.	All VODA.ai customers are provided with user access and training for all registered users as part of our standard offering. Training is included as part of our standard fees with no additional costs. Training for users is conducted by the VODA.ai Customer Success Team regardless of direct or channel partner sales. Training is typically conducted remotely and there is no limit to the number of registered users who can attend the training. Training sessions typically take 1 hour and VODA.ai allows customers to schedule additional training sessions throughout the subscription as reasonably necessary to train new staff or answer additional questions at no charge. Trainings may also be recorded and provided to customers. Additionally, our award-winning user interface includes detailed help menus and videos that can assist new users in navigating the platform.

41	Describe any technological advances that your proposed products or services offer.	Our products offer several advantages over other solutions or methodologies. Key among these advances is our purpose built, proprietary AI engine, known as daVinci. To date we have participated in 6 different head-to-head "shoot outs" against competing technologies, firms, or methodologies and we have won every single time. Our accuracy has never been beaten and has been built on over 1 million miles of water mains and over 2 million service lines analyzed. Additionally, we offer a suite of complimentary products to meet the various challenges utilities face in completing their lead service line inventories and planning service line replacements. We offer AI-based predictive models (Lead Finder) to predict the likelihood of lead and/or galvanized service lines within a utility's unknown population, as well as proprietary statistical-based predictive models (LeadZero) for utilities who have no known lead service lines but need supporting data to help justify this to regulators. We can also offer a mix of these models for utilities that may need it. For example, a utility may need an AI-based predictive model to identify galvanized services, but also a statistical model to help justify their zero-lead position. We can also combine the service line inventory information with the results from our risk of failure models in the Planner. This lets utilities prioritize water main replacement projects both by risk of failure or water loss reduction goals, along with lead service line replacements in order get the most "bang for the buck" out of their limited capital budgets.	*
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.	Our products aid utilities in reducing water loss and saving one of our most precious resources, clean drinking water. We also help them avoid spillage of wastewater or chlorinated water into our freshwater bodies and environmental areas. We improve the drinking water quality of millions of people across the US by reducing the amount of lead in drinking water. The Massachusetts Clean Energy Center has evaluated VODA.ai and due to the positive impact on greenhouse gasses, MassCEC make three investments in VODA.ai. During a 2023 assessment by MassCEC, VODA.ai has been identified as one of the most impactful companies in the MassCEC portfolio. Our company's stated goal is the help improve the lives of a billion people.	*
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.	Our products aid utilities in reducing water loss and saving one of our most precious resources, clean drinking water. We also help them avoid spillage of wastewater or chlorinated water into our freshwater bodies and environmental areas. We improve the drinking water quality of millions of people across the US by reducing the amount of lead in drinking water. The Massachusetts Clean Energy Center has evaluated VODA.ai and due to the positive impact on greenhouse gasses, MassCEC make three investments in VODA.ai. During a 2023 assessment by MassCEC, VODA.ai has been identified as one of the most impactful companies in the MassCEC portfolio. Our company's stated goal is the help improve the lives of a billion people.	*
44	Describe the capabilities of products and services offered to meet EPA guidelines for funding, reporting, and products such as test kits.	VODA.ai has worked with utilities in various states across the US to complete their lead inventories using predictive modeling. Our subcontractor, Arcadis, has worked LCRR projects in 18 different states at 1,696 different public water systems. To date, Arcadis has helped 1,611 of those complete and submit their inventory. Our services are designed to help utilities complete their LSL inventory using predictive modeling which will allow them to submit their completed inventories faster and with more accuracy. However, our scope is limited to the completion of the online inventory using the model and guidance on regulatory approval and acceptance of modeling.	*
45	Describe how your company will help with navigating any federal, state, or local level funding, credits, or other similar funds.	VODA.ai will support client efforts to gain any federal, state, or local funding. Support from includes the provision of information or documentation on the accuracy and benefits of predictive modeling for lead service line inventories for both utilities and their customers as well as any required reporting on methodologies, approaches, or other information needed to gain regulatory approval for use of modeling. VODA.ai is a software as a service provider and not an engineering consultant and the responsibility for submittal of any applications for grants or other approvals rests with the participating entity. VODA.ai support means provision of reasonable supporting information and documentation to customer requests.	*
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.	VODA.ai is not a qualified Women or Minority Business Entity, Small Business Entity, or Veteran Owned Business Entity and has no similar 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?	One of the most unique features of VODA.ai is that our solution can combine the results from the Lead Service Line Inventory with the results of a utility's Risk Modeling Program for pipeline replacement. This offers many advantages, the foremost is the ability to visualize water main replacement projects and service replacement needs in a single platform. A utility who uses both services can examine their existing budget for capital replacements and prioritize water main replacements which address both lead service line replacements and a reduction in overall main failures, vastly reducing a utility's risk profile. This gets the best use out of public funds for capital projects and avoids competition among departments. Utilities can achieve their goals for reducing water loss and lead service lines at the same time with the same funds. VODA.ai has also been issued a patent for the use of AI to place sensors within a water network. This was first released as part of our Leak Detection Module, which use the results of our AI analysis to identify the optimal placement for acoustic leak loggers and is currently being rolled to additional sensor types for water utilities. This can be combined with the results of a wastewater analysis for a complete system view. Other unique features include the ability for a utility to import and view custom layers such as Disadvantaged Communities, Income Levels, Schools, or other sensitive data and use this as part of their decision making and planning as recommended by the EPA.	*
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**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	VODA.ai guarantees our AI-based model results are more accurate than any existing methodology using traditional statistics or baseline methods. VODA.ai uses several methods to measure our model performance results. For lead service line models, we typically measure model performance using a hold-back method. In this approach, we "hide" approximately 20% of the known lead services (if any) from the model and use the remaining 80% to train the model. The model predicts the likelihood of lead for all unknown service lines (including the "hidden" lead services) and then the rank positions of each of the hidden services is measured to determine how accurate the model was in placing the lead services at the top of the ranking. A similar approach is used for failure predictions, where the prior year failures are "hidden" from the model, which ranks all pipe segments according to likelihood of failure. The model is then measured by how accurate it was in placing the pipes that actually failed at the top of the ranking. VODA.ai provides all customer with a detailed results review meeting where our Customer Success Manager reviews the initial model performance and the determination for High, Medium, Low Likelihood of Lead categories. This is very valuable for participating entities as it provides them with a clear understanding of model performance and how to understand the results for decision making and prioritization. VODA.ai has provided copies of peer-reviewed articles and other case studies on the accuracy of daVinci.	*
49	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We have uploaded our standard SLA agreement for your review. In short, we guarantee 99.5% uptime of our services and will acknowledge all issues within 1 business day. Critical issues will be remedied within 1 business day and non-critical issues within 2 business days. Any minor corrections or fixes will be completed with 5 business days.	*

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

Line Item	Question	Response *
50	Describe your payment terms and accepted payment methods.	VODA.ai's standard payment terms are net payment within 30 days via check, electronic fund transfer (ACH), or wire transfer.
51	Describe any leasing or financing options available for use by educational or governmental entities.	VODA.ai is a SaaS solution provider as opposed to equipment or labor. We don't currently offer any leasing or financing options.
52	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	All VODA.ai customers are required to sign an End User Access and Service Agreement or similar contract. A copy of this has been provided. We understand that utilities may be required to redline or amend certain sections and others may prefer to use their own software contractual documents. VODA.ai will work in good faith with interested participating entities to negotiate changes to either when required to execute an acceptable contract.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	VODA.ai currently does not accept P-Card Payments.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	VODA.ai offers multiple packages and pricing levels based on (1) the desired software modules, (2) the number of annual AI model updates, and (3) the total number of services or miles of pipe for the participating entity. All participating entities pay an annual Platform and Service Fee which includes all services necessary to set up and maintain the UI, deliver the results of the analysis, train end user staff, and provide technical supports and software updates. The pricing for each participating entity is determined on a per-service connection or per-mile basis to provide scalability. There are also volume breaks for larger utilities and minimum and maximum pricing. For our Lead Management Modules, price is determined by the total number of service connections or taps with several tiers that set baseline pricing and pricing ceilings. For Risk Modeling Modules, price is determined by the total miles of water or wastewater mains analyzed with several tiers that set baseline pricing and pricing ceilings. We offer additional discounts for utilities who bundle multiple modules or solutions and for longer term contracts. We have uploaded detailed pricing information for review.
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.	VODA.ai offers standard price breaks for volume (based on number of connections or miles of pipe) and additional discounts for bundled modules and longer-term contracts. If multiple participating entities elect to utilize the Sourcwell contract as "combined" group of agencies, VODA.ai will consider offering volume discounts to the group. Each participating agency will be required to pay individual Platform and Service Fees, but VODA.ai will consider combined volume of all participating entities. Considerations will include similarities in data quality, workload, contract length, selected modules, and more. Any additional discounts beyond what has been uploaded to the portal will be at VODA.ai's sole discretion. We have uploaded detailed pricing information for review.

56	Describe any quantity or volume discounts or rebate programs that you offer.	VODA.ai offers standard price breaks for volume (based on number of connections or miles of pipe) and additional discounts for bundled modules and longer-term contracts. If multiple participating entities elect to utilize the Sourcewell contract as "combined" group of agencies, VODA.ai will consider offering volume discounts to the group. Each participating agency will be required to pay individual Platform and Service Fees, but VODA.ai will consider combined volume of all participating entities. Considerations will include similarities in data quality, workload, contract length, selected modules, and more. Any additional discounts beyond what has been uploaded to the portal will be at VODA.ai's sole discretion. We have uploaded detailed pricing information for review.	*
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.	At this time, we propose to provide a quote for each such request. VODA.ai is a SaaS solution provider that focuses on predictive models to assist utilities in completing their lead service line inventories. To date, our clients have not requested additional items outside of VODA.ai's standard solutions and services. We have included hourly rates for Professional Services for any non-standard work required by the VODA.ai technical team as well hourly rates for utilization of our partner Arcadis as a subcontractor to VODA.ai to provide additional services such as regulatory guidance or other advisory roles.	*
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.	All costs associated with the setup and delivery of our SaaS solutions have been included.	*
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.	Not Applicable	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not Applicable	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not Applicable	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>VODA.ai is pleased to offer Sourcewell price breaks for volume (based on number of connections or miles of pipe) and additional discounts for bundled modules and longer-term contracts. If multiple participating entities elect to utilize the Sourcewell contract as "combined" group of agencies, VODA.ai will consider offering volume discounts to the group. Each participating agency will be required to pay individual Platform and Service Fees, but VODA.ai will consider combined volume of all participating entities. Considerations will include similarities in data quality, workload, contract length, selected modules, and more. Any additional discounts beyond what has been uploaded to the portal will be at VODA.ai's sole discretion. We have uploaded detailed pricing information for review.</p>

**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.	VODA.ai utilizes a digital, cloud-based CRM tool to track all new sales and renewals. This allows us to track each individual end user sale including both direct and partner sales as well as the end user sale price and annual recurring revenue (for contracts longer than 12 months which will be billed annually). If awarded a Sourcewell contract, VODA.ai proposes to create a custom attribute within our CRM which will allow us to track all sales and end users who utilize the Sourcewell contract. On a quarterly basis, this list of clients and sales will be compared with incoming receipts from our revenue recognition system and used to calculate the utilization of the Sourcewell contract by VODA.ai clients on a quarterly basis.
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.	At VODA.ai, we use digital, cloud-based CRM tool to track all end user sales. Our goal and intent is to promote and utilize the Sourcewell contract at water utilities across the country to grow our customer base and to reduce the procurement cycle time and workload for interested clients. As such we will use our automated tools to measure (1) the number of new customers who are willing and able to leverage the Sourcewell contract to procure our services, (2) the total revenue generated through the Sourcewell contract, and (3) the length of the sales cycle for participating entities who use the Sourcewell contract measured by the date of our initial presentation to purchase order.
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.)	VODA.ai proposes a 1% administrative fee to be paid by VODA.ai to Sourcewell for use of the Sourcewell contract. All fees are based on end user payments for VODA.ai's solutions and services to VODA.ai or an authorized partner or distributor. All payments will be made within 90 days following receipt of payment to VODA.ai by the end user or authorized partner or distributor. VODA.ai will use reasonable efforts as noted above to track all Sourcewell contract usage and payments and will provide records upon request.

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

Line Item	Question	Response *
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66	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>At VODA.ai, we deliver SaaS solutions to utilities that use predictive modeling to (1) complete more accurate lead service line inventories with the minimum number of field visits, (2) identify water and wastewater mains at the highest risk of failure, and (3) leverage these results to build water main and service line renewal and replacement plans that maximize the efficient use of available capital funds and allow utilities to achieve level of service goals. We provide all necessary professional services to onboard new customers including auditing, analyzing, and understanding of customer information, delivering the results in a timely and professional manner, creating a unique user interface for each utility where customers can view the results and use analytics and other configurations to create project plans, providing access and training to utility users, and providing best-in-class support for our clients. Our SaaS solutions are delivered in a cloud-based subscription model. One of the most unique features of VODA.ai is that our solution can combine the results from the Lead Service Line Inventory with the results of a utility's Risk Modeling Program for pipeline replacement. This offers many advantages, the foremost is the ability to visualize water main replacement projects and service replacement needs in a single platform. We offer a suite of complementary products to meet the various challenges utilities face in completing their lead service line inventories and planning service line replacements. We offer AI-based predictive models (Lead Finder) to predict the likelihood of lead and/or galvanized service lines within a utility's unknown population, as well as proprietary statistical-based predictive models (LeadZero) for utilities who have no known lead service lines but need supporting data to help justify this to regulators. Using Lead Finder, VODA.ai's patented AI engine, known as daVinci, uses machine learning to identify patterns based on a utility's known lead services and then applies those results to predict where more lead or galvanized services are most likely to be found, and which are likely not lead. The LeadZero solution is specifically developed for utilities with no known or anticipated lead services. In this solution VODA.ai uses a statistical approach, which applies variable inputs and weights, learned from other projects where lead services were found, to determine which services are the most likely to be lead, even if that likelihood is extremely low. Understanding which services are most likely to be lead and which are least likely can be directly translated into better prioritization and faster identification of lead with the fewest amount of required field visits. Utilities have successfully leveraged VODA.ai's science-based software and services to identify lead services faster, prioritize resources for remediation, and provide consumers with more accurate information about the presence of lead or non-lead at their homes and businesses. We can also offer a mix of these models for utilities that may need it. For example, a utility may need an AI-based predictive model to identify galvanized services, but also a statistical model to help justify their zero-lead position, incorporating the advantages of science-based decision making and artificial intelligence. VODA.ai's Risk Modeling &amp; Planning solutions use daVinci, the most powerful AI engine purpose-built for utilities. This solution uses AI to identify patterns based on a utility's past failures and then apply those results to predict which water or wastewater mains are most likely to fail in the future. Understanding which pipes are most likely to fail can be directly translated into reduced costs and improved service. Utilities have successfully leveraged VODA.ai's AI/ML based software and services to better prepare for potential failures and prioritize resources and capital investments on pipes that are most likely to fail first. Finally, VODA.ai also partners with Arcadis, one of the leading engineering consulting firms on the planet to aid utilities in completing their predictive model and lead service line inventory. Arcadis acts as a subcontractor, when needed, in an advisory role for our clients who need guidance in navigating regulatory approvals or ensuring that the inventory project approach is handled in the best manner. Arcadis' support and scope should be understood to aid utilities in the development and understanding of the predictive model and VODA.ai solutions and how they may be used.</p>
67	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>VODA.ai uses predictive modeling to help utilities analyze their existing data, classify unknown service lines as lead, non-lead, or galvanized, maintains an active inventory within a GIS based UI, allows for material updates and model reruns, and makes a consumer portal available for utility end users to look up their address or home and see their current service line classification. Our proposal includes some aspects of the following subcategories as they relate to the above services.</p> <ol style="list-style-type: none"> <li>a. internal education and training of participating entity staff</li> <li>b. Technical assistance.</li> <li>c. Preparation and development of water service line inventory for both public and private side of lines such as:       <ol style="list-style-type: none"> <li>c.i. Predictive modeling, mapping, training on the use of inventory systems</li> </ol> </li> <li>d. Underground inspection and replacement planning</li> <li>e. Ingestion databases such as:       <ol style="list-style-type: none"> <li>e.i. Software for regulatory oversight</li> </ol> </li> </ol> <p>Related software, technology, and services"</p>

68	Describe the roles Software, AI, and Predictive Modeling have in regard to Water Line Inventory and Management Systems you are offering.	Software, AI and predictive modeling are the core service and product we are providing in this offering. VODA.ai's Lead Management tools, LeadFinder and LeadZero are cloud-based software platforms that ingest digitized information in the form of spreadsheets or GIS files and convert these to a viewable online platform that categorizes the materil into the 4 EPA categories (Unknown, Lead, Non-Lead, Galvanized Requiring Replacement). We apply AI or statistical models and then rank the Unknowns according to the likelihood of lead or galvanized and bucket them by High, Medium, or Low Likelihood. Utilities can use the results to prioritize inspections or replacements or to classify the Unknowns as Lead, Non-Lead or other (depends on state-by-state regulatory approval). We provide recommendations for site inspections needed to build the model at the required confidence level (determined by state regulatory agency) and allow utilities to upload the results of ongoing field inspections and then rerun the model on a daily basis. As more field verifications are conducted, the model becomes more and more accurate and the likelihood of remaining lead typically gets lower and lower. Utilities who prioritize their replacement or inspections using our results see a higher initial success rate in finding and removing lead services. All of the information is viewed and analyzed in our award-winning cloud-based UI powered by Esri where it can be combined with the results of our pipeline analytics to help utilities identify capital projects that will not only get the lead out faster, but also reduce lost water and main breaks. VODA.ai has included hourly rates from our partner Arcadis who can act in an advisory role to help make sure the inventory is completed in an acceptable manner following best practices. VODA.ai is a SaaS company. The initial digitization of paper records, field inspections, sampling, and submittals are the responsibility of the utility. Our solution is perfect for utilities who would like to self-certify and prefer to use in-house staff or their own preferred contractors for field verifications but need guidance on where to inspect and prioritize in order to (1) reduce the total number of field visits needed for classification of the Unknowns and (2) prioritize field work in order to remove lead the fastest.	*
69	Describe mapping and other methods of presenting accumulated Water Service Line data both internally and externally (to the public).	All of the service line data contained within the VODA.ai platform is housed within Esri's ArcGIS Online (AGOL) and is viewed in spatial (map) and tabular format. VODA.ai is a full Esri partner. VODA.ai's award winning UI Platform for utilities is intuitive and easy to use to view the current inventory status and visualize between public and private sides of the service line, view and understand the likelihood of lead or galvanized rankings and make decisions. VODA.ai also provides a cloud-based, public facing portal, which a utility's end users can access via a standard web browser, search for their address, and see the information related to the material and other attributes of their service line (both the public and private side). This public facing portal is included as an optional deliverable for participating entities for no additional fee who choose to use it.	*
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.	Data inputs into the model are delivered to VODA.ai using a secure sharing folder that is provided by VODA.ai. We will provide each participating entity with detailed documentation on required and desired data attributes and formats. Utilities upload their available service line inventory information. Formats are typically GIS or spreadsheets. VODA.ai's Customer Success Manager will work each client to audit and understand their data and address any inconsistencies or other issues. The services are then categorized according to EPA guidelines and the initial inventory can be viewed in the platform. Our platform will then generate any needed recommendations for field sampling in order to build the initial profile of the Unknown category according to the required confidence level (varies by state regulatory body and selected by the utility). Utilities use their preferred method to gather the field results and upload them to VODA.ai. The initial predictive model (either AI or statistical depending on the presence of lead) is built and the results of the predictive model is published to the UI. From there, utilities can view the rankings according to likelihood of lead or galvanized, input new material values as more field inspections or replacements are conducted, and then rerun the model. As more data is input into the Platform the model results become more and more accurate. All results, both the inventory status and rankings are available for download as a spreadsheet (.csv), shapefile (.shp), geopackage (.geojson) which can be imported into any other available GIS tool. VODA.ai also offers standard APIs for the import and export of data in order to automate integration into other systems. All data is stored securely in Amazon Web Services (AWS) and ArcGIS Online. Our results have been used by utilities in 9 states (to date) for lead service line inventories.	*
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?	VODA.ai is a Software as a Service solution provider and does not offer sampling kits. One of our deliverables includes recommendations for field inspections, but all field work is the responsibility of the utility.	*

72	Describe what is being offered in detail specifically related to Water Service Line replacement implementation including ongoing or updated data tracking.	Our solution maintains an updated, active lead service line inventory including all EPA categories such as Lead, Unknown, and Galvanized Requiring Replacement. Our tool can be used to prioritize and plan Lead Service Line Replacements by identifying which Unknowns are the most likely to be lead or galvanized. Lead Service Lines can also be viewed along with main replacement activities and utilities can use our platform to select projects which will assist with lead removal faster. As lead service lines are replaced, changes to materials are made either via the UI or file upload and the utility can view the current inventory and rerun the predictive model for more accurate predictions using the latest results. All data is shown both spatially in an Esri GIS map as well as tabularly. Current inventory is easily exported as a spreadsheet (.csv), shapefile (.shp), or a geopackage (.geojson).	*
73	Describe any future products or services, or expansion of current products and/or services that may occur during the life of the contract.	VODA.ai has an aggressive and robust roadmap we expect to deliver over the course of the contract. This includes continued development on both our suite of risk modeling and lead management, and natural enhancements at the intersection of this data to allow utilities to optimize asset life and better plan replacements to maximize the use of capital funds in terms of water quality improvements and reduced waste. VODA.ai has patents related to the use of AI to place sensors within a water network and will continue to add additional sensor types and assets to our current suite of products. Our goal is to enhance and automate decision making as much as possible, allowing utilities to do more with less and improve the lives of a billion people. Due to the public nature of this response, more details would need to be addressed under terms of a non-disclosure agreement.	*

**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	We provide education and training for utility staff on the development and use of a predictive model for completing their lead service line inventory. This includes best practices for data handling, classification, and training on the use of the tool. We have also included optional hourly rates from our partner Arcadis for guidance on regulatory issues and best practices for inventory development. Please note that all education and training, including that provided by our subcontractor Arcadis, is limited to the development and use of the predictive model form VODA.ai for completing the inventory.
75	Technical assistance.	<input checked="" type="radio"/> Yes <input type="radio"/> No	VODA.ai provides technical assistance for the development and use of a predictive model and online digital inventory for use in the predictive model and the operation of the online tool.
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	VODA.ai provides predictive modeling, mapping and UI training of the solutions outlined in this proposal for both Public and Private side lines. Please note that all our services in this area, including that provided by our subcontractor Arcadis, is limited to the development and use of the predictive model form VODA.ai for completing the inventory and delivery of the online platform.
77	Underground inspection and replacement planning.	<input checked="" type="radio"/> Yes <input type="radio"/> No	VODA.ai's platform includes recommendations for field verifications to build the predictive model and prioritization of service line inspections and/or replacements based on the likelihood of lead. All field inspections or replacements are the responsibility of utility.

78	Ingestion databases and reporting, such as software for regulatory oversight and management of submissions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	VODA.ai takes data (uploaded by the utility) in the form of spreadsheet or GIS files and categorizes these according to EPA rules. VODA.ai also examines public data bases such as tax and parcel data which can also be used for assistance in material classification according to EPA rules. VODA.ai creates a predictive model(s) which can be further be used either for prioritization or for material classification depending on the state and regulatory approval (many states are case-by-case). VODA.ai provides data to support submission of the completed inventory, but the final report including forms, preparatory, and submission is the responsibility of the utility.
79	Communication and education for communities, such as programmatic outreach, educational materials and, promotional materials.	<input checked="" type="radio"/> Yes <input type="radio"/> No	A public facing, online portal is included in our fee. This public facing site allows customers to search their service address in a GIS (map-based) format, and view both public and private material information including verification and replacement history. This feature is included in our standard fee and is optional for utilities to make available to their customers.

### Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

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

- [Pricing](#) - VODA.ai Sourcewell Pricing.pdf - Wednesday January 24, 2024 10:44:03
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday January 24, 2024 13:18:50
- [Marketing Plan/Samples](#) - Marketing Promotion.zip - Wednesday January 24, 2024 08:06:14
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Awarded Contract Documents.zip - Wednesday January 24, 2024 13:57:59
- [Requested Exceptions](#) - RFP\_012524\_Water\_Service\_Line\_Inventory\_Contract\_Template1 REDLINES 01-24-24.pdf - Wednesday January 24, 2024 12:22:03
- [Upload Additional Document](#) - Additional Documents.zip - Wednesday January 24, 2024 13:58:43

## 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. - Cory Sides, SVP of Sales, Voda Inc

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

Yes  No

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

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

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